# **EAST NASSAU STEWARDSHIP** DISTRICT August 18, 2022 GOVERNING BOARD PUBLIC HEARINGS AND REGULAR MEETING

**AGENDA** 

## East Nassau Stewardship District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W 

Boca Raton, Florida 33431

Phone: (561) 571-0010 

Toll-free: (877) 276-0889 

Fax: (561) 571-0013

August 11, 2022

**ATTENDEES:** 

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

Governing Board East Nassau Stewardship District

Dear Board Members:

The Governing Board of the East Nassau Stewardship District will hold Public Hearings and a Regular Meeting on August 18, 2022 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)
- 5. Administration of Oath of Office to Newly Appointed Supervisor, Tommy Jinks [Seat 3] (the following to be provided in separate package)
  - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - B. Membership, Obligations and Responsibilities
  - C. Financial Disclosure Forms
    - I. Form 1: Statement of Financial Interest
    - II. Form 1X: Amendment to Form 1, Statement of Financial Interest
    - III. Form 1F: Final Statement of Financial Interests
  - D. Form 8B: Memorandum of Voting Conflict
- 6. Public Hearing on Adoption of Uniform Method (Remaining District Land)
  - A. Proof/Affidavit of Publication
  - B. Consideration of Resolution 2022-16, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May be Levied by the East Nassau Stewardship District in Accordance

With Section 197.3632, Florida Statutes, for the Remainder of Land Within the District; Providing a Severability Clause; and Providing an Effective Date (Remaining District Land)

- 7. Public Hearing on Adoption of Fiscal Year 2022/2023 Budget
  - A. Proof/Affidavit of Publication
  - B. Consideration of Resolution 2022-17, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date
- 8. Public Hearing to Hear Comments and Objections on the Imposition of Operations and Maintenance Special Assessments to Fund the Budget for Fiscal Year 2022/2023, Pursuant to Florida Law
  - A. Proof/Affidavit of Publication
  - B. Mailed Notice(s) to Property Owner(s)
  - C. Consideration of Resolution 2022-18, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments; Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
- 9. Consideration of Fiscal Year 2022/2023 Litigation Funding Agreement
- 10. Consideration of Resolution 2022-19, Adopting the Stewardship District Manual for Land Management of Conservation Lands; Providing for Severability and an Effective Date
- 11. Consideration of Acquisition of Lift Station Tract and Conveyance of Same with Lift Station Improvements to JEA
  - A. Wildlight PDP 3 / Pod 4 North Lift Station
  - B. Wildlight PDP 3 / Pod 5 Lift Station
- 12. Consideration of Letter to Nassau County Sheriff's Office Requesting Traffic Enforcement (to be provided under separate cover)

#### 13. Ratification Items

- A. England-Thims & Miller, Inc., Work Authorization No. 2 (Continuing Services for Completion of 20-Year Stormwater Management Needs Analysis)
- B. Stormwater Needs Analysis
- C. Lease Agreement with SS Nassau, LLC, for Office
- D. SOLitude Lake Management, LLC, Second Amendment for Aquatic Maintenance Services (Addendum Contract for Adding Ponds 10 & 12)
- E. Acquisition of Wildlight Phase 1c-2 Roadways, Ponds and Recreational Tracts with Related Improvements and Sidewalk Improvements

#### 14. Consideration of Change Orders

- A. A J Johns, Inc., Change Order No. 2 [Wildlight Avenue Extension Improvements]
- B. Burnham Construction, Inc., No. 1 [Wildlight North/South Collector Road Mass Grading]
- C. Burnham Construction, Inc., No. 2 [Wildlight North/South Arterial Roadway Phase 1A]
- 15. Acceptance of Unaudited Financial Statements as of June 30, 2022
- 16. Approval of June 16, 2022 Regular Meeting Minutes

#### 17. Staff Reports

A. District Counsel: Kutak Rock, LLP

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

C. Field Operations: CCMC

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

I. 406 Registered Voters in District as of April 15, 2022

II. NEXT MEETING DATE: September 15, 2022 at 10:00 A.M.

#### QUORUM CHECK

Міке Нанај	IN PERSON	PHONE	☐ No
ROB FANCHER	IN PERSON	PHONE	☐ No
TOMMY JINKS	IN PERSON	PHONE	☐ No
JAIME NORTHRUP	IN PERSON	PHONE	☐ No
MICHAEL LOMBARDO	In Person	PHONE	No

Governing Board East Nassau Stewardship District August 18, 2022, Public Hearings and Regular Meeting Agenda Page 4

- 18. Board Members' Comments/Requests
- 19. Public Comments
- 20. Adjournment

Should 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: 413 553 5047

# EAST NASSAU STEWARDSHIP DISTRICT

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#### **NEWS-LEADER Published Weekly** P.O. Box 16766 (904) 261-3696 Fernandina Beach, Nassau County, Florida 32035

#### STATE OF FLORIDA COUNTY OF NASSAU:

Before the undersigned authority personally appeared Foy R. Maloy, Jr

Who on oath says that (s)he is the Publisher of the Fernandina Beach News-Leader, a weekly newspaper published at Fernandina Beach in Nassau County, Florida; that the attached copy of the advertisement, being a Legal Notice in the matter of

#### EAST NASSAU STEWARDSHIP D NOTICE OF UNIFORM METHOD

Was published in said newspaper in the issue(s) of

07/20/2022 07/27/2022 08/03/2022 08/10/2022 Ad # 714679

Affiant further says that the said News-Leader is a newspaper published at Fernandina Beach, in said Nassau County, Florida and that the said newspaper has heretofore been continuously published in said Nassau County, Florida, each week and has been entered as second class mail matter at the post office in Fernandina Beach in said Nassau County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and Affiant further says that (s)he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed to before me This 10th day of August, A.D. 2022

Personally Known



#### **EAST NASSAU STEWARD-**SHIP DISTRICT NOTICE OF THE DISTRICTS INTENT TO USE THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM SPECIAL **ASSESSMENTS**

Notice is hereby given that the East Nassau Stewardship District (the District) intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on August 18, 2022, at 10:00 a.m., at Femandina Beach Municipal Airport, 700 Airport Road, F Beach, Florida 32034. Fernandina

The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem special assessments (the Uniform Method) to be levied by the District on properties located on land included in the District.

The District may levy non-ad valorem special assessments for the purpose of financing, acquiring, maintaining and/or opcommunity erating development facilities, services and improvements within and without the boundaries of the District, to consist of, among other things, roadway improvements, stormwater management system, water distribution system, wastewater system, reclaim water system, landscaping hardscaping and irrigation syslandscaping, tem improvements, street lighting improvements and any other lawful improvements or services of the District. Owners of the properties to be assessed and other interested parties may appear at the pub-lic hearing and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time and location to be specified on the record at the

hearing. There may be occa-sions when Supervisors or Dis-trict Staff may participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing and/or meeting is

asked to contact the District Office at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010, at least forty-eight (48) hours before the hearing and/or meeting. If you are hearing or speech impaired, please contact the Florida Re-

lay Service at 1-800-955-8771 who can aid you in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the hearing is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Craig Wrathell
District Manager
FNL 4T 07-20-27 & 08-03-10-2022 #714679

# EAST NASSAU STEWARDSHIP DISTRICT

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#### **RESOLUTION 2022-16**

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE EAST NASSAU STEWARDSHIP DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES, FOR THE REMAINDER OF LAND WITHIN THE DISTRICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING 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, the District pursuant to the provisions of Chapter 2017-206, Laws of Florida, and Chapter 189, Florida Statutes, is authorized to levy, collect and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the Board of Supervisors of the District (the "Board") to levy, collect and enforce special assessments pursuant to Chapters 170 and 197, Florida Statutes; and

**WHEREAS,** the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

**WHEREAS**, on February 15, 2018, the District held a duly-noticed public hearing and thereafter adopted Resolution 2018-10, adopting the Uniform Method of levying, collecting and enforcing the non-ad valorem assessments on lands within the District known as Wildlight Village Phase 1, as more particularly described in said resolution; and

**WHEREAS**, on April 15, 2021, the District held a duly-noticed public hearing and thereafter adopted Resolution 2021-07, adopting the Uniform Method of levying, collecting and enforcing the non-ad valorem assessments on lands within the District known as Wildlight Village Phase 2, as more particularly described in said resolution; and

**WHEREAS,** pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Nassau County for four (4) consecutive weeks prior to such hearing to adopt Uniform Method as a mechanism for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, for assessments levied or to be levied on the remainder of lands within the District.

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

**SECTION 1.** This resolution supplements Resolution 2018-10, adopted on February 15, 2018, and Resolution 2021-07, previously adopted on April 15, 2021, together which adopted the Uniform Method of levying, collecting and enforcing the non-ad valorem assessments on lands within the District known as Wildlight Village Phase 1 and Wildlight Village Phase 2.

SECTION 2. The East Nassau Stewardship District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapter 2017-206, Laws of Florida, and Chapters 170 and 189, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 2017-206, Laws of Florida, and Chapter 189, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the remaining boundaries of the real property and subject to a levy of assessments is attached and made a part of this Resolution as Exhibit A. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

**SECTION 2.** The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Nassau County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 18th day of August 2022.

Attest:	East Nassau Stewardship District
Craig Wrathell	Mike Hahaj
Secretary	Chairman, Board of Supervisors

**EXHIBIT A:** Legal Description of Remaining Areas in the District

#### EXHIBIT A

#### Parcel 1

A parcel of land, being a portion of Sections 25, 26, 34, 35, 36 and the John Frazier Grant, Section 39, Township 4 North, Range 26 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of Section 26, Township 4 North, Range 26 East, Nassau County, Florida; thence on the West line of said Section 26, N 00°30'18" W, a distance of 1648.49 feet to a point on the Mean High Water Line of the St. Mary's River said point being referred to as reference point "A"; thence departing said West line and on said Mean High Water Line of the St. Mary's River, Southeasterly a distance of 8022 feet more or less to a point on the Westerly limited Access Right of Way line of Interstate 95 (variable width limited Access Right of Way) said point having a tie line of, \$\tilde{S}\$ 68°37'45" E, a distance of 7483.47 feet from said reference point "A"; thence departing said Mean High Water Line and on said Westerly limited Access Right of Way line for the next 3 courses, S 30°46'08" W, a distance of 280.03 feet; thence S 24°42'34" W, a distance of 1200.00 feet; thence S 20°45'44" W, a distance of 1895.61 feet to the Northeast corner of those lands described in Official Record Book 1998, Page 970 of the Public Records of Nassau County, Florida; thence departing said Westerly limited Access Right of Way line and on the Northerly and Westerly lines of said lands for the next 2 courses, N 65°17'05" W, a distance of 3081.32 feet; thence S 57°06'24" W, a distance of 1263.89 feet to a point on the Northeasterly Right of Way line of U. S. Highway No. 17 (variable width Right of Way); thence departing said Westerly line and on said Northeasterly Right of Way line, N 32°53'24" W, a distance of 1725.42 feet to the most Southerly corner of those lands described in Official Record Book 1867, Page 1885 of said Public Records; thence departing said Northeasterly Right of Way line and on the Southerly, Westerly and Northerly lines for the next 5 courses, N 12°06'36" E, a distance of 70.71 feet; thence N 57°06'36" E, a distance of 214.00 feet; thence N 32°53'24" W, a distance of 495.00 feet; thence S 57°06'36" W, a distance of 214.00 feet; thence N 77°53'24" W, a distance of 70.71 feet to a point on the aforesaid Northeasterly Right of Way line; thence departing said Northerly line and on said Northeasterly Right of Way line, N 32°53'24" W, a distance of 1931.47 feet to a point on the North line of Section 34, Township 4 North, Range 26 East, Nassau County, Florida; thence departing said Northeasterly Right of Way line and on said North line, N 88°58'36" E, a distance of 531.78 feet to the Point of Beginning.

#### Parcel 2

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

Begin at the intersection of the Northeasterly Right-of-Way line of U.S. Highway No. 17 (a 137.50 foot Right-of-Way at this point) and the Easterly Right-of-Way line of Crandall Road (a 40 foot County Maintained Right-of-Way); thence on said Northeasterly Right-of-Way line for the next 3 courses, thence N 32°52'39" W, a distance 1680.52 feet; thence N 32°57'39" W, a distance 2740.76 feet; thence N 32°53'09" W, a distance 733.22 feet to the Southwest corner of those lands described in Official Record Book 611, Page 651 of the Public Records of Nassau County, Florida; thence departing said

Northeasterly Right-of-Way line and on the Southerly line, Easterly line and Northerly line of said lands for the next 3 courses. N 57°06'51" E. a distance 415.00 feet; thence N 32°53'09" W. a distance 315.00 feet; thence S 57°06'51" W, a distance 415.00 feet to the Northwest corner of said lands said point also being on the aforesaid Northeasterly Right-of-Way line of U.S. Highway No. 17; thence departing said Northerly line and on said Northeasterly Right-of-Way line, N 32°53'09" W, a distance 4009,48 feet to the most Southwesterly corner of those lands described in Official Record Book 44, Page 221 of said Public Records; thence departing said Northeasterly Right-of-Way line and on the Southerly line, Westerly line, Southerly line. Easterly line and on the Northwesterly prolongation thereof for the next 4 courses, thence N 57°06'51" E, a distance 349.29 feet; thence S 32°53'09" E, a distance 735.00 feet; thence N 57°06'51" E, a distance 650.71 feet; thence N 32°53'09" W, a distance 1832.50 feet to the Northeasterly corner of those lands described in Official Record Book 1415, Page 574 of said Public Records; thence departing said Northwesterly prolongation line and on the Northerly line of said lands, S 57°06'51" W, a distance 1000.00 feet to the Northwesterly corner of said lands said point also being on the aforesaid Northeasterly Right-of-Way line of U.S. Highway No. 17: thence departing said Northerly line and on said Northeasterly Right-of-Way line for the next 6 courses, N 32°53'09" W, a distance 693.03 feet; thence N 32°54'39" W, a distance 534.04 feet; thence N 33°01'13" E, a distance 164.28 feet; thence N 32°54'39" W, a distance 695.00 feet; thence S 89°26'12" W, a distance 177.55 feet; thence N 32°54'39" W, a distance 2036.94 feet to the Southeast corner of those lands described in Official Record Book 1641, Page 1573 of said Public Records; thence departing said Northeasterly Right-of-Way line and on the Easterly line and on Northerly lines of said lands for the next 3 courses, N 24°41'55" E, a distance 4517.43 feet; thence N 21°05'55" W, a distance 658.43 feet; thence N 65°17'21" W, a distance 1624.14 feet to a point on the Easterly limited Access Right of Way line of Interstate 95 (variable width limited Access Right of Way); thence departing said Northerly line and on said Easterly limited Access Right of Way line for the next 2 courses, N 24°42'34" E, a distance 690.82 feet; thence N 31°16'11" E, a distance 1059.18 feet to a point on the Mean High Water Line of the St. Mary's River said point being referred to as reference point "A"; thence departing said Easterly limited Access Right of Way line and on said Mean High Water Line, Southeasterly, a distance of 2951 feet more or less to a point on the Easterly line of the William Fox Grant, Section 38, Township 4 North, Range 26 East, Nassau County, Florida said point having a tie line of, S 51°34'50" E, a distance of 2855.64 feet from said reference point "A"; thence departing said Mean High Water Line and on said Easterly line, S 33°27'43" W, a distance 748.66 feet to a point on the North line of the Charles Seton Grant, Section 37, Township 3 North, Range 26 East, Nassau County, Florida; thence departing said Easterly line and on said North line, N 88°44'44" E, a distance 513.75 feet to a point on the aforesaid Mean High Water Line of the St. Mary's River said point being referred to as reference point "B"; thence departing said North line and on said Mean High Water Line. Southeasterly, a distance of 5276 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "C" said point having a tie line of, S 36°30'52" E, a distance of 4828.26 feet from said reference point "B"; thence continue on said Mean High Water Line, Northeasterly, a distance of 7051 feet more or less to a point on the South line of Section 32, Township 4 North, Range 27 East, Nassau County, Florida, said point also being on said Mean High Water Line said point being referred to as reference point "D" said point having a tie line of, N 49°38'32" E, a distance of 6131.74 feet from said reference point "C"; thence continue on said Mean High Water Line, Northeasterly a distance of 3218 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "E" said point having a tie line of, N 59°42'40" E, a distance of 3066.75 feet from said reference point "D"; thence continue on said Mean High Water Line, Southeasterly and Northeasterly, a distance of 10,304 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "F" said point having a tie line of, S 86°49'56" E, a distance of 6272.48 feet from said reference point "E": thence continue on said Mean High Water Line. Southeasterly and Northeasterly, a distance of 9016 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "G" said point having a tie line of, S 76°57'13" E, a distance of 6753.01 feet from said reference point "F": thence continue on said Mean High Water Line, Southeasterly, a distance of 7683 feet more or less to the Northwest corner of those lands described in Official Record Book 1043, Page 181 of said Public Records said point also being on said Mean High Water Line said point having a tie line of, S 15°33'29" E, a distance of 5567.35 feet from said reference point "G"; thence departing said Mean High Water Line and on the Westerly line and Southerly line of said lands for the next 2 courses, S 02°30'20" E, a distance 677.00 feet; thence S 72°00'20" E, a distance 696.00 feet to the Southeast corner of said lands said point also being on the Easterly line of the William Hobkirk Grant and Thomas May

Grant, Section 42, Township 3 North, Range 27 East, Nassau County, Florida; thence departing said Southerly line and on said Easterly line, S 43°59'40" W, a distance 2341.20 feet to the Northwesterly corner of the William Hobkirk Grant, Section 41, Township 3 North, Range 27 East, Nassau County, Florida; thence departing said Easterly line and on the Northerly line of said Section 41, S 46°58'42" E, a distance 3347.31 feet to the Northeasterly corner of said Section 41 said point also being the most Northerly corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence departing said Northerly line and on said Northerly line of Section 50, S 46°45'09" E, a distance 3141.05 feet; thence departing said Northerly line, S 43°07'50" W, a distance 47.78 feet to a point on the Southerly Right of Way line of Rose Bluff Road (66 foot Right of Way); thence on said Southerly Right of Way line, S 46°52'10" E, a distance 3672.22 feet to the Northwest corner of Creekside Unit I as recorded in Plat Book 6, Page 320 of the Public Records of Nassau County, Florida; thence departing said Southerly Right of Way line and on the Westerly line of said Creekside Unit I, S 43°56'29" W, a distance 922.51 feet to the Southwest corner of said Creekside Unit I; thence departing said Westerly line and on the Southerly of said Creekside Unit I and on the Southerly line of Creekside Unit II as recorded in Plat Book 7, Pages 32 and 33 of said Public Records and on the Southerly line of those lands described in Official Record Book 1699, Page 1781 of said Public Records, S 47°56'22" E, a distance 2923.03 feet to the Northwest corner of said lands; thence departing said Southerly line and on the Northerly lines, Westerly lines, South line and East line of said lands for the next 7 courses, S 44°21'01" W, a distance 248.94 feet; thence S 88°38'46" W, a distance 550.24 feet; thence S 46°58'49" E, a distance 307.88 feet; thence N 88°37'03" E, a distance 237.76 feet; thence S 02°22'18" W, a distance 473.95 feet; thence S 88°16'36" E, a distance 450.33 feet; thence N 01°36'34" E, a distance 711.99 feet to the Northeast corner of said lands said point also being on the aforesaid Southerly line of those lands described in Official Record Book 1699, Page 1781; thence departing said East line and on said Southerly line of those lands described in Official Record Book 631, Page 31 of said Public Records, S 47°56'22" E, a distance 2961.43 feet to the Southeast corner of said lands; thence departing said Southerly line and on the Easterly line of said lands, N 38°10'15" E, a distance 382.73 feet to a point on the Southerly County Maintained Right of Way line of Lee Road said point being on a curve, concave Northwest, having of radius 85.46 feet and a central angle of 28°44'32"; thence departing said Easterly line and on said Southerly County Maintained Right of Way line and on the arc of said curve for the next 4 courses, a distance of 42.87 feet said arc being subtended by a chord which bears N 69°54'46" E, a distance of 42.42 feet to the curves end; thence N 53°02'00" E, a distance 40.64 feet to the beginning of a curve, concave Southeast, having of radius 73.38 feet and a central angle of 36°59'17"; thence on the arc of said curve a distance of 47.37 feet said arc being subtended by a chord which bears N 75°22'46" E, a distance of 46.55 feet to the curves end; thence S 71°13'20" E, a distance 279.61 feet to the Northwest corner of those lands described in Official Record Book 631, Page 31 of the aforesaid Public Records; thence departing said Southerly County Maintained Right of Way line and on the Westerly line of said lands and the Southerly prolongation thereof, S 07°40'39" W, a distance 1608.34 feet to the Southwest corner of those lands described in Official Record Book 802, Page 1281 of said Public Records; thence departing said Southerly prolongation line and on the Southerly line of said lands, S 82°19'01" E, a distance 399.49 feet to a point on the Westerly Right of Way line of Chester Road (Variable Width Right of Way); thence departing said Southerly line and on said Westerly Right of Way line for the next 3 courses, S 07°40'57" W, a distance 21.94 feet; thence S 07°43'19" W, a distance 9134.66 feet; thence S 08°41'14" W, a distance 747.21 feet to a point on the Northerly Right of Way line of Pages Dairy Road (100 foot Right of Way); thence departing said Westerly Right of Way line and on said Northerly Right of Way line for the next 8 courses, N 63°45'37" W, a distance 1908.42 feet to the beginning of a curve, concave Northeast, having a radius of 1859.00 feet and a central angle of 13°19'52"; thence on the arc of said curve a distance of 432.54 feet said arc being subtended by a chord which bears N 57°05'41" W, a distance of 431.57 feet to the curves end; thence N 50°25'45" W, a distance 1077.81 feet; thence N 51°29'02" W, a distance 1087.78 feet to the beginning of a curve, concave Southwest, having a radius of 5786.70 feet and a central angle of 12°04'58"; thence on the arc of said curve a distance of 1220.33 feet said arc being subtended by a chord which bears N 57°31'31" W, a distance of 1218.07 feet to the curves end; thence N 63°34'00" W, a distance 549.97 feet to the beginning of a curve, concave Southwest, having a radius of 2914.79 feet and a central angle of 11°37'45"; thence on the arc of said curve a distance of 591.61 feet said arc being subtended by a chord which bears N 69°22'53" W, a distance of 590.59 feet to the curves end; thence N 75°11'45" W, a distance 386.35 feet to the Southeast corner of Page Hill Unit 1, as recorded in Plat Book 6, Pages 237 and 238 of the Public Records of Nassau County,

Florida; thence on the Easterly line of said Page Hill Unit 1 and on the Easterly line of Page Hill Unit 2, as recorded in Plat Book 6. Pages 318 and 319 of said Public Records and on the Easterly line of Page Hill Unit 3, as recorded in Plat Book 6, Pages 341 and 342 of said Public Records for the next 6 courses, thence N 15°14'52" E, a distance of 624.51 feet; thence N 31°18'20" E, a distance of 1600.42 feet; thence N 31°16'17" E. a distance of 1617.68 feet: thence N 31°18'20" E. a distance of 77.25 feet: thence N 31°14'20" E, a distance of 712.26 feet; thence N 15°00'35" E, a distance of 1945.10 feet to the Northeast corner of said Page Hill Unit 3, as recorded in Plat Book 6, Pages 341 and 342; thence departing said Easterly line and on the North line of said Page Hill Unit 3, S 89°08'26" W, a distance 1948.04 feet to the Northwest corner of said Page Hill Unit 3; thence departing said North line and on the Westerly line of said Page Hill Unit 3 and on the Westerly line of the aforesaid Page Hill Unit 2 and on the Westerly line of the aforesaid Page Hill Unit 1 for the next 7 courses, S 06°17'22" W, a distance 846.40 feet; thence S 15°13'56" W, a distance 1678.50 feet; thence S 15°14'27" W, a distance 1129.83 feet; thence N 80°46'29" W, a distance 416.31 feet; thence S 15°10'34" W, a distance 1155.32 feet; thence S 75°30'02" E, a distance 415.78 feet; thence S 15°05'25" W, a distance 1047.82 feet to a point on the aforesaid Northerly Right of Way line of Pages Dairy Road; thence departing said Westerly line and on said Northerly Right of Way line for the next 2 courses, N 75°11'45" W, a distance 135.69 feet; thence N 76°11'45" W, a distance 1105.99 feet to the beginning of a curve, concave Southerly, having a radius of 1004.93 feet and a central angle of 19°06'09"; thence on the arc of said curve a distance of 335.04 feet said arc being subtended by a chord which bears N 85°44'50" W, a distance of 333.49 feet to the Southeast corner of Yulee Hills as recorded in Plat Book 4, Page 31 of the aforesaid Public Records; thence departing said Northerly Right of Way line and on the Easterly line of said Yulee Hills, N 4°55'07" W, a distance 6150.59 feet to the Northeast corner of said Yulee Hills said point also being on the Easterly line of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida. thence departing said Easterly line and on the Westerly line of Yulee Hills and also being on said Easterly line of Section 50, S 43°57'08" W, a distance 6123.00 feet to the Southwest corner of said Yulee Hills; thence departing said Westerly line and continuing on said Easterly line of Section 50, S 43°54'03" W, a distance 4814.17 feet to a point on the North Right of Way line of Pages Dairy Road (80 foot Right of Way) said point also being on a curve, concave Southeast, having of radius 449.26 feet and a central angle of 1°13'25"; thence departing said Easterly line and on said North Right of Way line and on the arc of said curve a distance of 9.59 feet said arc being subtended by a chord which bears S 75°39'19" W, a distance of 9.59 feet to a point on the North Right of Way line of Jefferson Street (75 foot Right of Way) as shown on North Yulee as recorded in Plat Book 2, Page 26 of the aforesaid Public Records; thence departing said North Right of Way line of Pages Dairy Road and on said North Right of Way line of Jefferson Street, N 89°26'08" W, a distance 1639.13 feet to the Southeast corner of those lands described in Official Record Book 325, Page 159 of said Public Records; thence departing said North Right of Way line and on the Easterly line of said lands, N 28°15'16" W, a distance 2192.02 feet to the Northeast corner of said lands said point also being on the Easterly line of those lands described in Official Record Book 1629, Page 1511 of said Public Records; thence departing said Easterly line and on said Easterly line of those lands described in Official Record Book 1629, Page 1511 and on the Easterly line of those lands described in Official Record Book 1974, Page 625 of said Public Records, N 44°18'02" E, a distance 1176.85 feet to the Northeast corner of said lands; thence departing said Easterly line and on the Northerly line of said lands and the Northwesterly prolongation thereof, N 46°33'16" W, a distance 4615.27 feet to the Northeast corner of those lands described in Official Record Book 1871, Page 1833 of said Public Records; thence departing said Northwesterly prolongation line and on the Westerly line and Southerly line of said lands for the next 2 courses, S 43°49'29" W, a distance 2150.02 feet; thence S 46°10'48" E, a distance 965.65 feet to the Northwest corner of those lands described in Official Record Book 1560. Page 1741 of said Public Records: thence departing said Southerly line and on the Westerly line of said lands, S 44°45'43" W, a distance 784.92 feet to a point on the Northeasterly Right of Way line of U.S. Highway No. 17 (Variable Width Right of Way); thence departing said Westerly line and on said Northeasterly Right of Way line for the next 3 courses. N 45°55'39" W, a distance 1717.93 feet to the beginning of a curve, concave Northeast, having a radius of 5629.65 feet and a central angle of 7°10'00"; thence on the arc of said curve a distance of 704.17 feet said arc being subtended by a chord which bears N 42°20'39" W, a distance of 703.71 feet to the curves end; thence N 38°45'39" W, a distance 2470.26 feet to a point on the Easterly line of those lands described in Official Record Book 1910, Page 1533 of the aforesaid Public Records; thence departing said Northeasterly Right of Way line and on said Easterly line and on the Northeasterly prolongation

thereof, N 49°42'18" E, a distance 446.92 feet to the Southwest corner of those lands described in Official Record Book 697, Page 547 of said Public Records: thence departing said Northeasterly prolongation line and on the Southerly line of said lands and on the Southeasterly prolongation thereof, S 45°06'08" E, a distance 1089.00 feet to the Southeast corner of those lands described in Official Record Book 2056. Page 790 of said Public Records: thence departing said Southeasterly prolongation line and on the Easterly line of said lands and on the Northeasterly prolongation thereof, N 44°53'52" E, a distance 2046.00 feet to the Northeast corner of those lands described in Official Record Book 762, Page 958 of said Public Records: thence departing said Northeasterly prolongation line and on the Northerly line of said lands and on the Northwesterly prolongation thereof, N 45°06'08" W, a distance 2178.00 feet to the Northwest corner of those lands described in Official Record Book 590, Page 920 of said Public Records; thence departing said Northwesterly prolongation line and on the Westerly line of said lands, S 44°53'52" W, a distance 2046.00 feet to the Southwest corner of said lands; thence departing said Westerly line and on the Southerly line of said lands and on the Southeasterly prolongation thereof, S 45°06'08" E, a distance 822.96 feet to a point on the Westerly line of those lands described in Official Record Book 1961, Page 1186 of said Public Records; thence departing said Southeasterly prolongation line and on the Westerly line of said lands and the Southwesterly prolongation thereof, S 50°46'31" W, a distance 417.39 feet to a point on the aforesaid Northeasterly Right of Way line of U.S. Highway No. 17; thence departing said Southwesterly prolongation line and on said Northeasterly Right of Way line for the next 3 courses, N 38°45'39" W, a distance 897.57 feet to the beginning of a curve, concave Northeast, having a radius of 5629.65 feet and a central angle of 5°53'00"; thence on the arc of said curve a distance of 578.07 feet said arc being subtended by a chord which bears N 35°49'09" W, a distance of 577.82 feet to the curves end; thence N 32°52'39" W, a distance 2569.25 feet to the Southeast corner of those lands described in Official Record Book 87, Page 429 of the aforesaid Public Records; thence departing said Northeasterly Right of Way line and on the Easterly line, Northerly line, and the Westerly line of said lands for the next 3 courses, N 57°07'21" E, a distance 208.70 feet; thence N 32°52'39" W, a distance 208.70 feet; thence S 57°07'21" W, a distance 208.70 feet to a point on the aforesaid Northeasterly Right of Way line of U.S. Highway No. 17; thence departing said Westerly line and on said Northeasterly Right of Way line, N 32°52'39" W, a distance 1163.92 feet to the Southeast corner of those lands described in Official Record Book 756, Page 587 of the aforesaid Public Records; thence departing said Northeasterly Right of Way line and on the Easterly line of said lands, N 57°07'21" E, a distance 85.00 feet to the Southwest corner of those lands described in Official Record Book 309, Page 673 of said Public Records; thence departing said Easterly line and on the Southerly of said lands and on the Southeasterly prolongation thereof, S 54°09'58" E, a distance 1053.12 feet to the Southeast corner of those lands described in Official Record Book 1131, Page 1698 of said Public Records; thence departing said Southeasterly prolongation line and on the Easterly line of said lands and on the Northeasterly prolongation thereof, N 57°00'06" E. a distance 909.57 feet to the Northeast corner of those lands described in Official Record Book 1171, Page 330 of said Public Records; thence departing said Northeasterly prolongation line and on the Northerly line of said lands and on the Northwesterly prolongation thereof, N 32°52'44" W, a distance 1651.85 feet to the Northwest corner of those lands described in Official Record Book 725, Page 172 of said Public Records; thence departing said Northwesterly prolongation line and on the Westerly line of said lands, S 46°25'51" W, a distance 1401.20 feet to the Point of Beginning.

Together with:

Crandall Road as being described below:

#### Crandall Road

A parcel of land, being a portion of Sections 31, 32, 33 and the William Fox Grant, Township 4 North, Range 26 East, and being a portion of the Spicer S. Christopher Grant and J. Smith Grant, Section 47, the Spicer S. Christopher Grant, Section 48 and the Heirs of E. Waterman Mill Grant, Section 50, all in Township 3 North, Range 27 East, Nassau County, Florida and being more particularly described as follows:

Begin at the intersection of the Northeasterly Right-of-Way line of U.S. Highway No. 17 (a 137.50 foot Right-of-Way at this point) and the Easterly Right-of-Way line of Crandall Road (a 40 foot County

Maintained Right-of-Way); thence on said Northeasterly Right-of-Way line, thence N 32°52'39" W, a distance 40.71 feet to a point on the Westerly Right-of-Way line of said Crandall Road; thence departing said Northeasterly Right-of-Way line and on said Westerly Right-of-Way line and on the Northerly Rightof-Way line and the Easterly Right-of-Way line of said Crandall Road for the next 29 courses, N 46°25'51" E. a distance of 481.84 feet: thence N 32°05'53" E. a distance of 2418.72 feet to the beginning of a curve. concave Northwest, having a radius of 980.00 feet and a central angle of 20°18'59"; thence on the arc of said curve a distance of 347.50 feet said arc being subtended by a chord which bears N 21°56'23" E, a distance of 345.68 feet to the curves end; thence N 11°46'53" E, a distance of 3953.5 feet; thence N 13°38'05" E, a distance of 600.31 feet; thence N 15°36'12" E, a distance of 2912.08 feet; thence N 16°05'53" E, a distance of 2532.7 feet; thence N 17°11'45" E, a distance of 3439.63 feet; thence N 16°50'41" E, a distance of 1216.59 feet; thence N 13°33'13" E, a distance of 248.97 feet; thence N 05°39'41" E, a distance of 496.30 feet; thence N 11°34'20" E, a distance of 209.7 feet to the beginning of a curve, concave Southeast, having a radius of 320.00 feet and a central angle of 28°06'20"; thence on the arc of said curve a distance of 156.97 feet said arc being subtended by a chord which bears N 25°37'30" E, a distance of 155.40 feet to the curves end; thence N 39°40'40" E, a distance of 158.24 feet; thence S 50°19'20" E, a distance of 40.00 feet; thence S 39°40'40" W, a distance of 158.24 feet to the beginning of a curve, concave Southeast, having a radius of 280.00 feet and a central angle of 28°06'20": thence on the arc of said curve a distance of 137.35 feet said arc being subtended by a chord which bears S 25°37'30" W, a distance of 135.98 feet to the curves end; thence S 11°34'20" W, a distance of 207.64 feet; thence S 05°39'41" W, a distance of 496.99 feet; thence S 13°33'13" W, a distance of 252.88 feet; thence S 16°50'41" W, a distance of 1217.86 feet; thence S 17°11'45" W, a distance of 3439.37 feet; thence S 16°05'53" W, a distance of 2532.14 feet; thence S 15°36'12" W, a distance of 2911.22 feet; thence S 13°38'05" W, a distance of 598.98 feet; thence S 11°46'53" W, a distance of 3952.85 feet to the beginning of a curve, concave Northwest, having a radius of 1020.00 feet and a central angle of 20°18'59": thence on the arc of said curve a distance of 361.68 feet said arc being subtended by a chord which bears S 21°56'23" W, a distance of 359.79 feet to the curves end; thence S 32°05'53" W, a distance of 2423.75 feet; thence S 46°25'51" W, a distance of 494.42 feet to the Point of Beginning.

#### Less and Except:

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

#### Parcel 3

A parcel of land, being a portion of Sections 1, 2, 11 and the Heirs of E. Waterman Grant, Section 41, lying Northerly of County Road No. 108, Westerly of CSX Railroad Right-of-Way, and Easterly of Interstate I-95, Township 3 North, Range 26 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 1; thence on the South line of said Section 1, N 89°47'06" E. a distance of 397.04 feet to a point on the Southwesterly Right-of-Way line of CSX Railroad (a variable width Right-of-Way); said point also being the Point of Beginning; thence departing said South line and on said Southwesterly Right-of-Way line, N 32°54'39" W, a distance of 1660.86 feet, to the Southeast corner of those lands as described in Official Records 260, Page 357, of the Public Records of Nassau County, Florida; thence departing said Southwesterly Right-of-Way line and on the South line of said lands, S 89°14'18" W, a distance of 173.85 feet to a point the Southwest corner of said lands; thence departing said South line and on the West line of said lands, N 32°54'39" W, a distance of 500.00 feet to the Northwest corner of said lands; thence departing said West line and on the North line of said lands, N 89°14'18" E, a distance of 173.85 feet to a point on the aforesaid Southwesterly Right-of-Way line of CSX Railroad; thence departing said North line and on said Southwesterly Right-of-Way line, N 32°54'39" W, a distance of 890.93 feet to a point on the Northeasterly Right-of-Way line of Interstate I-95 (a variable width Limited Access Right-of-Way): thence departing said Southwesterly Right-of-Way and on said Northeasterly Right-of-Way line, for the next 3 courses; thence S 24°42'34" W, a distance of 1926.46 feet to the beginning of a curve, concave Easterly, having a radius of 6769.49 feet and a central angle of 41°19'33"; thence on the arc of said curve a distance of 4882.64 feet said arc being subtended by a chord which bears S 04°02'47" W, a distance of 4777.49 feet to the curves end; thence S 16°36'59" E, a distance of 531.21 feet to a point on the Northerly Right-of-Way line of County Road No. 108 (a 80 foot Right-of-Way); thence departing said Northeasterly Right-of-Way line and on said Northerly Right-of-Way line for the next 2 courses; thence S 66°36'32" E, a distance of 589.65 feet; thence S 72°26'59" E, a distance of 6784.16 feet to the intersection of said Northerly Right-of-Way line and aforesaid Southwesterly Right-of-Way line of CSX Railroad; thence departing said Northerly Right-of-Way line and on said Southwesterly Right-of-Way line of CSX Railroad for the next 2 courses; N 32°53'09" W, a distance of 5384.64 feet; thence N 32°54'39" W, a distance of 2645.20 feet to the Point of Beginning.

#### Less and Except:

Those lands as described in Official Records 942, Page 384, Official Records 594, Page 1111, Official Records 883, Page 1590, Official Records 1567, Page 1597, Official Records 279, Page 615, (Official Records 1750, Page 132, Parcel 11) and (Official Records 1750, Page 132, Parcel 12).

#### Parcel 4

A parcel of land, being a portion of Sections 11, 14, 23 and the N. Wildes Grant, Section 39 and the Heirs of E. Waterman Grant, Section 41, Township 3 North, Range 26 East,

and being a portion of the Heirs of E. Waterman Mill Grant, Section 44 and the E. Waterman Mill Grant, Section 50 and the John Carr Grant, section 56, Township 3 North, Range 27 East, lying Southerly of County Road No. 108, Westerly of CSX Railroad, and Easterly of Interstate I-95, Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Heirs of E. Waterman Grant, Section 41, Township 3 North, Range 26 East; thence on the West line of said Section 41, S 01°08'09" E, a distance of 5354.74 feet to a point on the Southerly Right-of-Way line of County Road No. 108 (a 80 foot Right-of-Way) and the Point of Beginning; thence departing said West line and on said Southerly Right-of-Way line, S 72°26'59" E, a distance of 4950.42 feet to point on the Southwesterly Right-of-Way line of CSX Railroad (a variable width Right-of-Way); thence departing said Southerly Right-of-Way line and on said Southwesterly Rightof-Way line for the next 3 courses, S 32°53'09" E, a distance of 1338.21 feet; thence S 32°57'39" E, a distance of 2740.73 feet; thence S 32°52'39" E, a distance of 1038.25 feet to the Northeast corner of those lands as described in Official Records 1232, Page 954, of the Public Records of Nassau County, Florida; thence departing said Southwesterly Right-of-Way line and on the Northerly line of said lands, S 57°07'21" W. a distance of 158.00 feet to the Northwest corner of said lands; thence departing said Northerly line and on the Westerly line of said lands, and on the Westerly line of those lands as described in Official Records 875, Page 1070, of said Public Records, S 40°05'39" E, a distance of 320.00 feet to the Southwest corner of said lands; thence departing said Westerly line and on the Southerly line of said lands, N 57°07'21" E, a distance of 117.80 feet to a point on aforesaid Southwesterly Right-of-Way line of the CSX Railroad; thence departing said Southerly line and on said Southwesterly Right-of-Way line for the next 3 courses, S 32°52'39" E, a distance of 4678.98 feet to the beginning of a curve, concave Northeast, having a radius of 5967.15 feet and a central angle of 5°53'00"; thence on the arc of said curve a distance of 612.73 feet said arc being subtended by a chord which bears S 35°49'09" E, a distance of 612.46 feet to the curves end; thence S 38°45'39" E, a distance of 12456.99 feet to the Northeast corner of those lands described in Official Record Book 715, Page 1293 of the Public Records of Nassau County, Florida: thence departing said Southwesterly Right of Way line and on the North line of said lands, S 72°16'23" W, a distance of 1557.25 feet to the Northwest corner of said lands; thence departing said North line and on the Westerly of said lands the next 2 courses and on the Westerly line of those lands described in Official Record Book 1205. Page 1158 of said Public Records, thence S 13°25'59" W. a distance of 461.74 feet; thence S 11°04'43" E, a distance of 85.85 feet to the Southwest corner of said lands; thence departing said Westerly line and on the Southerly line of said lands, N 72°19'49" E, a distance of 44.42 feet to a point on the Westerly line of those lands described in Official Record Book 826, Page 1117 of said Public Records; thence departing said Southerly line and on said Westerly line for the next 2 courses, S 32°37'18" W, a distance of 48.23 feet; thence S 31°02'03" E, a distance of 30.01 feet to the Southwest corner of said lands; thence departing said Westerly line and on the Southerly line

of said lands, N 72°18'45" E, a distance of 43.74 feet to the Northwest corner of those lands described in Official Record Book 1588, Page 1340 of said Public Records said point being on a curve, concave Northeast, having a radius of 457.48 feet and a central angle of 26°44'58"; thence on the Westerly line of said lands and the arc of said curve for the next 2 courses, a distance of 213.58 feet said arc being subtended by a chord which bears S 50°22'02" E. a distance of 211.65 feet to the curves end: thence S 69°51'30" E, a distance of 259.80 feet to the Southwest corner of said lands said point also being on the Northerly Right of way line of State Road No. 200 (A1A) (184 foot Right of Way); thence departing said Westerly line and on said Northerly Right of way line, S 76°05'01" W, a distance of 511.09 feet to the Southeast corner of those lands described in Official Record Book 142, Page 441 of the aforesaid Public Records; thence departing said Northerly Right of way line and on the East line of said lands, N 17°43'59" W. a distance of 206.66 feet to the Northeast corner of said lands; thence departing said East line and on the North line of said lands, S 72°16'01" W, a distance of 99.78 feet to the Northwest corner of said lands; thence departing said North line and on the West line of said lands, S 17°43'59" E, a distance of 200.00 feet to the Southwest corner of said lands said point also being on the aforesaid Northerly Right of Way line State Road No. 200 (A1A); thence departing said West line and on said Northerly Right of Way line, S 76°05'01" W, a distance of 60.13 feet to the Southeast corner of Tax I.D. No. 44-2N-27-0000-0003-0080 of the Property Appraiser's Office of Nassau County, Florida; thence departing said Northerly Right of Way line and on the East line of Tax I.D. No. 44-2N-27-0000-0003-0080 and Tax I.D. No. 44-2N-27-0000-0003-0000 and Tax I.D. No. 44-2N-27-0000-0003-0010, N 17°43'59" W, a distance of 256.00 feet to the Northeast corner of said Tax I.D. No. 44-2N-27-0000-0003-0000; thence departing said East line and on the North line of said Tax I.D. No. 44-2N-27-0000-0003-0000 and Tax I.D. No. 44-2N-27-0000-0003-0030 and Tax I.D. No. 44-2N-27-0000-0006-0000, S 70°03'50" W, a distance of 522.00 feet to the Northwest corner of said Tax I.D. No. 44-2N-27-0000-0006-0000; thence departing said North line and on the West line of said Tax I.D. No. 44-2N-27-0000-0006-0000 and Tax I.D. No. 44-2N-27-0000-0008-0000, S 17°05'59" E. a distance of 201.00 feet to the Southeast corner of said Tax I.D. No. 44-2N-27-0000-0008-0000 said point also being on the aforesaid Northerly Right of Way line State Road No. 200 (A1A); thence departing said West line and on said Northerly Right of Way line, S 76°05'01" W, a distance of 970.86 feet; thence departing said Northerly Right of Way line, N 13°38'04" W, a distance of 1818.13 feet; thence N 42°11'49" E, a distance of 201.97 feet; thence N 35°17'40" W, a distance of 762.39 feet; thence N 85°24'03" W, a distance of 1092.31 feet to the beginning of curve, concave Westerly, having a radius of 3075.00 feet and a central angle of 5°14'11"; thence on the arc of said curve a distance of 281.03 feet said arc being subtended by a chord which bears N 01°58'52" E, a distance of 280.93 feet to the curves end; thence N 00°38'14" W, a distance of 1151.50 feet; thence N 46°18'29" W, a distance of 357.73 feet; thence N 22°11'11" W, a distance of 513.11 feet; thence N 47°53'35" W, a distance of 660.30 feet; thence S 35°02'52" W, a distance of 229.60 feet; thence N 76°32'57" W, a distance of 1429.90 feet; thence N 79°16'48" W, a distance of 2563.70 feet; thence S 05°27'29" W, a distance of 513.25 feet; thence S 38°57'19" W, a distance of 1295.53 feet; thence S 42°56'19" W, a distance of 771.95 feet; thence S 76°54'31" W, a distance of 490.57 feet; thence N 76°21'39" W, a distance of 493.63 feet; thence S 20°17'28" W, a distance of 1089.22 feet to the beginning of a curve, concave Southeast, having a radius of 1250.00 feet and a central angle of 5°22'18"; thence on the arc of said curve a distance of 117.19 feet said arc being subtended by a chord which bears S 17°36'19" W, a distance of 117.15 feet to the curves end; thence S 75°50'31" W, a distance of 500.39 feet; thence S 73°23'01" W, a distance of 1340.60 feet to a point on the Easterly Limited Access Right of Way line of Interstate 95 (Variable Width Limited Access Right of Way); thence on said Easterly Limited Access Right of Way line for the next 3 courses, N 16°36'59" W, a distance of 10210.30 feet; thence N 73°23'01" E, a distance of 25.00 feet; thence N 16°36'59" W, a distance of 518.67 feet to a point on the South line of Henry Young Grant, Section 40, Township 3 North, Range 26 East, Nassau County, Florida; thence departing said Easterly Limited Access Right of Way line and on said South line, S 85°14'18" E, a distance of 2011.92 feet to the Southeast corner of said Section 40 said point also being on the East line of the N. Wildes Grant, Section 39. Township 3 North, Range 26 East, Nassau County, Florida: thence departing said South line and on said East line, S 04°52'08" W, a distance of 1450.42 feet to the Southwest corner of said Section 39; thence departing said East line and on the South line of said Section 39 and on the South line of N. Wildes Grant, Section 57, Township 3 North, Range 27 East, Nassau County, Florida, S 88°54'50" E, a distance of 4785.65 feet to the Southeast corner of said Section 57; thence departing said South line and on the East line of said Section 57, N 04°00'16" E, a distance of 3135.18 feet to the Northeast corner of said Section 57; thence departing said East line and on the North line of said Section 57, N 84°41'50" W,

a distance of 2194.99 feet to Northwest corner of said Section 57 said point also being the Northeast corner of the N. Wildes Grant, Section 39, Township 3 North, Range 26 East, Nassau County, Florida; thence departing said North line, and on the North line of said Section 39, N 85°35'46" W, a distance of 2543.35 feet to the Northwest corner of said Section 39 said point also being the Northeast corner of the Henry Young Grant, Section 40, Township 3 North, Range 26 East; thence departing said North line and on the North line of said Section 40, N 85°07'42" W, a distance of 2359.91 feet to a point on the Northeasterly Right-of-Way line of Interstate I-95 (a variable width Limited Access Right-of-Way); thence departing said North line and on said Northeasterly Right-of-Way line for the next 4 courses, N 16°36'59" W, a distance of 1294.85 feet; thence S 73°23'01" W, a distance of 261.65 feet; thence N 31°39'00" W, a distance of 626.48 feet; thence N 16°36'59" W, a distance of 6817.56 feet to a point on the Southerly Right-of-Way line of aforesaid County Road No. 108; thence departing said Northeasterly Right-of-Way line and on said Southerly Right-of-Way line for the next 2 courses, S 77°22'21" E, a distance of 466.13 feet; thence S 72°26'59" E, a distance of 1930.57 feet to the Point of Beginning.

#### Parcel 5

A parcel of land, being a portion of Sections 6, 7 and the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 44, S 88°51'21" W, a distance of 3142.74 feet to the Northeast corner of Section 6, Township 2 North, Range 27 East, Nassau County, Florida said point also being the beginning of a curve, concave Northeast, having a radius of 781.27 feet and a central angle of 58°58'55"; thence departing said South line and on the arc of said curve a distance of 804.26 feet said arc being subtended by a chord which bears N 47°10'26" W, a distance of 769.22 feet to the curves end; thence N 17°49'55" W, a distance of 422.53 feet to the Southeast corner of those lands described in Official Record Book 235, Page 514 of the Public Records of Nassau County, Florida; thence on the Easterly line of said lands, N 17°40'59" W, a distance of 800.00 feet to the Northeast corner of said lands said point being on the Southerly Right of way line of State Road No. 200 (A1A) (184 foot Right of Way); thence departing said Easterly line and on said Southerly Right of way line, N 72°19'01" E, a distance of 2103.55 feet; thence departing said Southerly Right of way line, S 17°40'59" E, a distance of 618.54 feet; thence S 81°13'13" E, a distance of 35.89 feet; thence S 43°55'59" E, a distance of 321.15 feet; thence S 72°42'31" E, a distance of 481.40 feet; thence S 59°45'27" E, a distance of 314.00 feet; thence N 85°05'03" E, a distance of 404.37 feet; thence N 11°49'14" E, a distance of 997.83 feet; thence N 14°00'53" W, a distance of 630.63 feet to a point on the aforesaid said Southerly Right of way line of State Road No. 200 (A1A) said point also being on a curve, concave Southeast, having a radius of 17128.73 feet and a central angle of 00°47'11"; thence on the arc of said curve a distance of 235.05 feet said arc being subtended by a chord which bears N 75°41'26" E, a distance of 235.05 feet to the curves end; thence N 76°05'01" E, a distance of 2201.73 feet to the Northwest corner of those lands described in Official Record Book 739, Page 1054 of the aforesaid Public Records; thence departing said Southerly Right of way line and on the West line of said lands and on the West line of Parcel No. 100-A as shown on Florida Department of Transportation Right of Way Map, Section No. 74060, State Road No. 200 (A1A), S 17°40'59" E, a distance of 517.51 feet to the Southwest corner of said Parcel 100-A; thence departing said West line and on the South line of said Parcel 100-A, N 72°11'36" E, a distance of 183.67 feet to the Northwest corner of Parcel 100-B of said Florida Department of Transportation Right of Way Map, Section No. 74060; thence departing said South line and on the West line of said Parcel 100-B, S 17°48'24" E, a distance of 73.85 feet to the Southwest corner of said Parcel 100-B; thence departing said West line and on the South line of said Parcel 100-B, N 72°11'36" E, a distance of 50.00 feet to the Southeast corner of said Parcel 100-B; thence departing said South line and on the East line of said Parcel 100-B, N 17°48'24" W, a distance of 73.85 feet to the Northeast corner of said Parcel 100-B said point also being on the aforesaid South line of Parcel 100-A; thence departing said East line and on said South line and on the Southerly and Easterly lines of said Parcel 100-A for the next 4 courses. N 72°11'36" E, a distance of 52.03 feet; thence N 42°10'12" E, a distance of 531.94 feet; thence N 13°54'59" W, a distance of 160.22 feet; thence N 76°05'01" E, a distance of 675.00 feet; thence N 13°54'59" W, a distance of 40.00 feet to the aforesaid Southerly Right of way line of State Road No. 200

(A1A); thence departing said Easterly line and on said Southerly Right of way line for the next 2 courses, N 76°05'01" E, a distance of 155.31 feet to the beginning of a curve, concave Northwest, having a radius of 1969.86 feet and a central angle of 04°58'03"; thence on the arc of said curve a distance of 170.79 feet said arc being subtended by a chord which bears N 73°36'00" E, a distance of 170.73 feet to a point on the Westerly Right of way line of Oak Tree Lane; thence departing said Southerly Right of way line and on said Westerly Right of way line, S 25°30'41" E, a distance of 53.14 feet to a point on the Easterly line of the aforesaid Section 44, of Heirs of E. Waterman Mill Grant; thence departing said Westerly Right of way line and on said Easterly line of said Section 44 for the next 6 courses, S 45°54'18" W, a distance of 1268.66 feet; thence S 42°41'32" W, a distance of 771.87 feet; thence N 86°46'11" W, a distance of 43.23 feet; thence S 03°05'38" W, a distance of 50.06 feet; thence S 43°57'52" W, a distance of 1279.55 feet; thence S 44°24'05" W, a distance of 1834.86 feet to the Point of Beginning.

#### Parcel 7

A parcel of land, being a portion of Section 12, Township 2 North, Range 26 East and being a portion of Sections 7 and 18, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of Section 7, Township 2 North, Range 27 East, Nassau County, Florida: thence on the North line of said Section 7. N 88°16'03" E. a distance of 1986.88 feet to the Northeast corner of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 7; thence departing said North line and on the East line of said East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 7 and the Southerly prolongation of said East line, S 02°07'48" E, a distance of 2244.22 feet to the Southwest corner of those lands described in Official Record Book 936, Page 894 of the Public Records of Nassau County, Florida; thence departing said Southerly prolongation of East line and on the South line of said lands, N 88°02'22" E, a distance of 1654.64 feet to the Northwest corner of those lands described in Official Record Book 1376, Page 651 Well Site 1 of said Public Records; thence departing said South line and on the West line of said lands, S 01°57'38" E, a distance of 800.00 feet to the Southwest corner of said lands; thence departing said West line and on the South line of said lands, N 88°02'22" E, a distance of 800.00 feet to the Southeast corner of said lands; thence departing said South line and on the East line of said lands, N 01°57'38" W, a distance of 800.00 feet to the Northeast corner of said lands said point also being on the aforesaid South line of those lands described in Official Record Book 936. Page 894: thence departing said East line and on said South line, N 88°02'22" E, a distance of 742.77 feet to the Southeast corner of said lands said point also being on the East line of aforesaid Section 7; thence departing said South line and on said East line of Section 7, S 00°35'09" E, a distance of 98.31 feet to the Northeast corner of those lands described in Official Record Book 1376, Page 651 Well Site 2 of aforesaid Public Records; thence departing said East line and on the North line of said lands, S 89°24'51" W, a distance of 200.00 feet to the Northwest corner of said lands; thence departing said North line and on the West line of said lands, S 00°35'09" E, a distance of 200.00 feet to the Southwest corner of said lands; thence departing said West line and on the South line of said lands, N 89°24'51" E, a distance of 200.00 feet to the Southeast corner of said lands said point also being on the East line of aforesaid Section 7: thence departing said South line and on said East line of Section 7. S 00°35'09" E. a distance of 1487.09 feet to a point on the Northerly line of the Jno Uptergrove Grant, Section 45, Township 2 North, Range 27 East, Nassau County, Florida; thence departing said East line and on said Northerly line, S 67°24'50" W, a distance of 610.19 feet to the Northwest corner of said Section 45; thence departing said Northerly line and on the Westerly line of said Section 45, S 22°35'10" E, a distance of 1511.79 feet to a point on the East line of Section 18, Township 2 North, Range 27 East, Nassau County, Florida; thence departing said Westerly line and on said East line, S 01°03'30" E, a distance of 2228.05 feet to the Northeast corner of those lands described in Official Record Book 1828, Page 47 of the aforesaid Public Records; thence departing said East line and on the North line of said lands, N 89°00'13" W, a distance of 34.73 feet to the Northwest corner of said lands; thence departing said North line and on the Westerly lines of said lands for the next 4 courses, S 00°58'51" W, a distance of 326.17 feet; thence S 18°22'50" W. a distance of 439.28 feet; thence S 00°24'30" W. a distance of 579.16 feet; thence S 10°13'00" E. a distance of 216.58 feet to a point on the Mean High Water Line of the Nassau River said point being referred to as reference point "A"; thence departing said Westerly line and on said Mean High Water Line of the Nassau River, Westerly and Northerly, a distance of 4797 feet more or less to a point being on the

Mean High Water Line of Plummer Creek said point also being referred to as reference point "B" said point having a tie line of, N 57°04'14" W, a distance of 2799.23 feet from said reference point "A": thence departing said Mean High Water Line of the Nassau River and on said Mean High Water Line of Plummer Creek, Westerly and Northerly a distance of 2852 feet more or less to a point said point having a tie line of. N 52°09'11" W, a distance of 1897.00 feet from said reference point "B"; thence continue on said Mean High Water Line of Plummer Creek, N 62°30'17" W, a distance of 268.44 feet to a point on the Easterly limited Access Right of Way line of Interstate 95 (variable width limited Access Right of Way) also said point being on a curve, concave Westerly, having a radius of 7789.44 feet and a central angle of 8°23'40"; thence departing said Mean High Water Line of Plummer Creek and on said Easterly limited Access Right of Way line and on the arc of said curve a distance of 1141.25 feet said arc being subtended by a chord which bears N 03°45'11" E, a distance of 1140.23 feet to the Southwest corner of those lands described in Official Record Book 364, Page 395 of the aforesaid Public Records; thence departing said Easterly limited Access Right of Way line and on the South line of said lands, N 89°14'13" E. a distance of 2893.20 feet to the Southeast corner of said lands: thence departing said South line and on the East line of said land, N 01°05'19" W, a distance of 1374.08 feet to the Northeast corner of said lands; thence departing said East line and on the North line of said lands, S 88°28'11" W, a distance of 1330.59 feet to the Southeast corner of those lands described in Official Record Book 1376. Page 651 Well Site 5 of aforesaid Public Records; thence departing said North line and on the East line of said lands, N 01°31'49" W, a distance of 200.00 feet to the Northeast corner of said lands; thence departing said East line and on the North line of said lands, S 88°28'11" W, a distance of 200.00 feet to the Northwest corner of said lands; thence departing said North line and on the West line of said lands, S 01°31'49" E, a distance of 200.00 feet to the Southwest corner of said lands said point also being on the North line of the aforesaid lands described in Official Record Book 364, Page 395; thence departing said West line and on said North line S 88°28'11" W, a distance of 1462.62 feet to the Northwest corner of said lands said point also being on the aforesaid Easterly limited Access Right of Wav line of Interstate 95 said point also being on a curve, concave Southwest, having a radius of 7789.44 feet and a central angle of 6°18'57"; thence departing said North line and on said Easterly limited Access Right of Way line and on the arc of said curve for the next 3 courses, a distance of 858.66 feet said arc being subtended by a chord which bears N 13°27'30" W, a distance of 858.23 feet to the curves end; thence N 16°36'59" W, a distance of 3196.48 feet; thence N 11°31'54" W, a distance of 74.27 feet to a point on the North line of Section 12, Township 2 North, Range 26 East, Nassau County, Florida; thence departing said Easterly limited Access Right of Way line and on said North line, N 89°14'31" E, a distance of 67.91 feet to the Point of Beginning.

#### Less and Except:

Those lands described in Official Records Book 1376, Page 651 (Well Sites 3and 4) of the Public Records of Nassau County, Florida.

#### Parcel 8

A parcel of land, being a portion of the John D. Vaughan Grant, Section 38, Township 2 North, Range 27 East and being a portion of the John Lowe Mill Grant, Section 51 and the John D. Vaughan Grant, Section 52, Township 3 North, Range 27 East, all in Nassau County, Florida and being more particularly described as follows:

Begin at the Point of Curvature of CSX Transportation System Railroad (former Seaboard Air Line Railway Company per Right of Way and Track Map, Baldwin Branch, Dated: June 30, 1918, Sheet VO4275, 120 foot Right of Way); thence on the Southerly Right of Way line of said CSX Transportation System Railroad and on a curve, concave Southerly, having radius of 2804.94 feet and a central angle of 26°12'02"; thence on the arc of said curve a distance of 1282.66 feet said arc being subtended by a chord which bears N 85°26'05" E, a distance of 1271.52 feet to the Northwest corner of those lands described in Official Records Book 1577, Page 1447, of the Public Records of Nassau County, Florida; thence departing said Southerly Right of Way line and on the Westerly of said lands, S 00°45'05" E, a distance of 51.15 feet to the Northwest corner of those lands described in Official Records Book 1231, Page 541, Parcel 3, of said Public Records; thence departing said Westerly line and on the Westerly line of said

lands described in Official Records Book 1231, Page 541, Parcel 3, S 21°26'44" E, a distance of 1993.18 feet to the Southwest corner of said lands; thence departing said Westerly line, S 29°50'31" E, a distance of 864.91 feet to the Southwest corner of those lands described in Official Records Book 1626. Page 210. of said Public Records; thence S 35°51'31" E, a distance of 566.46 feet to the Northwest corner of those lands described in Official Records Book 1579, Page 453, Parcel 2, of said Public Records; thence on the Westerly line of said lands and also being on the Westerly line of those lands described in Official Records Book 1671, Page 1626, of said Public Records, S 15°59'57" E, a distance of 1375.26 feet to the Southwest corner of said lands described in Official Records Book 1671, Page 1626 said point also being on the Northerly Right of Way line of State Road No. 200 (per Florida Department of Transportation Right of Way Map, Section 74060-2503, a Variable Width Right of Way); thence departing said Westerly line and on said Northerly Right of Way line for the next 3 courses, N 84°44'02" W, a distance of 1740.65 feet; thence N 81°09'27" W, a distance of 400.78 feet; thence N 84°44'02" W, a distance of 207.38 feet to a point on the Mean High Water Line of Lofton Creek said point being referred to as reference point "H"; thence departing said Northerly Right of Way line and on said Mean High Water Line, Northerly a distance of 7551 feet more or less to the Southeast corner of those lands described in Official Records Book 678, Page 699, Parcel C of aforesaid Public Records said point having a tie line of, N 20°34'22" W. a distance of 3357.16 feet from said reference point "H"; thence departing said Mean High Water Line and on the Easterly line of said lands, N 24°03'26" W, a distance of 717.45 feet to the Northeast corner of said lands said point also being on the aforesaid Mean High Water Line; thence departing said lands and on said Mean High Water Line, thence N 22°30'09" E, a distance of 105.39 feet to a point on the aforesaid Southerly Right of Way line of CSX Transportation System Railroad; thence departing said Mean High Water Line and on said Southerly Right of Way line, N 72°20'04" E, a distance of 660.65 feet to the Point of Beginning.

#### Parcel 9

A parcel of land, being a portion of Sections 25, 26, 36 and the John Frazier Grant, Section 39, Township 4 North, Range 26 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 26, Township 4 North, Range 26 East, Nassau County, Florida; thence on the West line of said Section 26, N 00°30'18" W, a distance of 1648.49 feet to a point on the Mean High Water Line of the St. Mary's River said point being referred to as reference point "A" and the Point of Beginning; thence departing said West line and on said Mean High Water Line of the St. Mary's River, Southeasterly a distance of 8022 feet more or less to a point on the Westerly Limited Access Right of Way line of Interstate 95 (variable width limited Access Right of Way) said point having a tie line of. S 68°37'45" E. a distance of 7483.47 feet from said point being referred to as reference point "A" and the Point of Beginning; thence departing said Mean High Water Line and on said Westerly Limited Access Right of Way line for the next 2 courses, N 30°46'08" E, a distance of 1027.28 feet; thence N 24°42'34" E, a distance of 208.67 feet to a point on the South line of Section 25, Township 4 North, Range 26 East, Nassau County, Florida said point being referred to as reference point "B"; thence departing said Westerly Limited Access Right of Way line and on the Northerly meander lines of Section 25, Township 4 North, Range 26 East, Nassau County, Florida, Northwesterly, a distance of 2344 feet more or less to a point on the Easterly line of the John Frazier Grant, Section 39, Township 4 North, Range 26 East, Nassau County, Florida said point being referred to as reference point "C" said point having a tie line of, N 27°35'34" W, a distance of 1874.93 feet from said point being referred to as reference point "B"; thence departing said Northerly meander line of Section 25 and on the Easterly line of said Section 39, N 36°04'58" E, a distance of 2323.66 feet to a point on the waters of the St. Marv's River said point being referred to as reference point "D"; thence departing said Easterly line and on said waters of the St. Mary's River, Northerly, a distance of 2089 feet more or less to a point said point having a tie line of, N 56°11'22" W, a distance of 1835.09 feet from said point being referred to as reference point "D": thence departing said waters of the St. Mary's River, S 66°25'16" W, a distance of 1223.70 feet to the waters of the St. Mary's River said point being referred to as reference point "E"; thence on said waters of the St. Mary's River, Southerly and Westerly, a distance of 6791 feet more or less to the West line of the aforesaid Section 26 said point having a tie line of, S 81°13'49" W, a distance of 5513.84 feet from said point being referred to as reference point "E"; thence departing said waters of the St. Mary's River and on said West line, S 0°30'18" E, a distance of 1575.89 feet to the Point of Beginning.

#### Parcel 10

A parcel of land, being a portion of Section 36, Township 4 North, Range 26 East and being a portion of the Charles Seton Grant, Section 37, Township 3 North, Range 26 East and being a portion of the Spicer S. Christopher Grant, Section 48, the Charles Seton Grant, Section 49 and the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of Section 36, Township 4 North, Range 26 East, Nassau County, Florida; thence on the East line of Section 36, N 00°50'05" W, a distance of 3453.89 feet to a point on the waters of the St. Mary's River said point being referred to as reference point "E"; thence departing said East line and on said waters of the St. Mary's River, Northwesterly, a distance of 2241 feet more or less to a point on the North line of aforesaid Section 36 said point having a tie line of, N 33°02'08" W, a distance of 2109.99 feet from said point being referred to as reference point "E"; thence departing said waters of the St. Mary's River and on said North line, S 87°05'38" W, a distance of 1591.13 feet to a point on the Easterly Limited Access Right of Way line of Interstate 95 (Variable Width Right of Way); thence departing said North line and on said Easterly Limited Access Right of Way line for the next 3 courses. S 20°56'59" W, a distance of 1683.67 feet; thence S 24°42'34" W, a distance of 1200.00 feet; thence S 31°16'11" W, a distance of 148.73 feet to a point on the Mean High Water Line of the St. Mary's River said point being referred to as reference point "A"; thence departing said Easterly Limited Access Right of Way line and on said Mean High Water Line, Southeasterly a distance of 2951 feet more or less to a point on the Easterly line of the William Fox Grant Section 38, Township 4 North, Range 26 East, Nassau County, Florida also said point being referred to as reference point "F" said point having a tie line of, S 51°34'50" E, a distance of 2855.64 feet from said point being referred to as reference point "A"; thence departing said the Mean High Water Line and on the said Easterly line of Section 38. S 33°27'43" W. a distance of 748.66 feet to a point on the South line of aforesaid Section 36; thence departing said Easterly line and on said South line, N 88°44'44" E, a distance of 513.75 feet to a point on the aforesaid Mean High Water Line of the St. Mary's River said point being referred to as reference point "B"; thence departing said South line and on said Mean High Water Line of the St. Mary's River, Southeasterly, a distance of 5276 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "C" said point having a tie line of, S 36°30'52" E, a distance of 4828.26 feet from said reference point "B"; thence continue on said Mean High Water Line, Northeasterly, a distance of 7051 feet more or less to a point on the North line of Township 3 North, Range 26 East, Nassau County, Florida, said point also being on said Mean High Water Line said point being referred to as reference point "D" said point having a tie line of, N 49°38'32" E, a distance of 6131.74 feet from said reference point "C": thence departing said Mean High Water Line of the St. Mary's River, Southwesterly and Northwesterly, a distance of 9133 more or less to the Point of Beginning said point having a tie line of, S 89°28'22" W, a distance of 5913.35 feet said tie line being the aforesaid North line of Township 3 North, Range 26 East, from said reference point "D";

#### Parcel 11

A parcel of land, being a portion of Section 34 and 35, Township 4 North, Range 27 East and being a portion of Section 2 and 3, Township 3 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of those lands described in Official Record Book 1043, Page 181 of the Public Records of Nassau County, Florida; thence N 15°33'29" W, a distance of 5567.35 feet to the Mean High Water Line of the St. Mary's River said point being referred to as reference point "G" and the Point of Beginning; thence on said Mean High Water Line of the St. Mary's River, Westerly, a distance of 2526 feet more or less to a point being referred to as reference point "I" said point having a tie line of, N 84°33'29" W, a distance of 2256.91 feet from said point being referred to as reference point "G"; thence departing said Mean High Water Line of the St. Mary's River and on the waters of the St. Mary's River, Northerly, a distance of 1723 feet more or less to a point being referred to as reference point "J" said point having a tie line of, N 38°50'53" W, a distance of 2146.27 feet from said point being referred to as

reference point "G"; thence continue on said waters of the St. Mary's River, Easterly and Southerly, a distance of 6702 feet more or less to a point being referred to as reference point "K" said point having a tie line of, S 65°04'22" E, a distance of 5854.39 feet from said point being referred to as reference point "J" and said point having a tie line of, S 78°04'37" E, a distance of 4041.88 feet from said point being referred to as reference point "G"; thence departing said waters of the St. Mary's River and on the waters of Bells River, Northwesterly, a distance of 4558 feet more or less to a point being referred to as reference point "L" said point having a tie line of, S 24°12'34" W, a distance of 729.91 feet from said point being referred to as reference point "G"; thence departing said waters of Bells River and on the Mean High Water Line of Bells River and on the aforesaid Mean High Water Line of the St. Mary's River, Northerly, a distance of 1083 feet more or less the Point of Beginning.

NOTE - NO "PARCEL 6"

# EAST NASSAU STEWARDSHIP DISTRICT

NEWS-LEADER
Published Weekly
P.O. Box 16766 (904) 261-3696
Fernandina Beach, Nassau County, Florida 32035

### STATE OF FLORIDA COUNTY OF NASSAU:

Before the undersigned authority personally appeared Foy R. Maloy, Jr

Who on oath says that (s)he is the Publisher of the Fernandina Beach News-Leader, a weekly newspaper published at Fernandina Beach in Nassau County, Florida; that the attached copy the advertisement, being a DISPLAY LEGAL NOTICE in the matter of

### 2023 BUDGET & OM ASSESSMENT

Was published in said newspaper in the issue(s) of

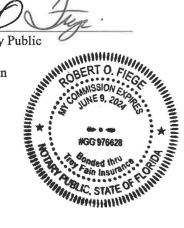
#### 07/27/2022 08/03/2022 LEGAL DISPLAY

Affiant further says that the said News-Leader is a newspaper published at Fernandina Beach, in said Nassau County, Florida and that the said newspaper has heretofore been continuously published in said Nassau County, Florida, each week and has been entered as second class mail matter at the post office in Fernandina Beach in said Nassau County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and Affiant further says that (s)he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed to before me This 3rd day of August, A.D. 2022

Robert O. Fiege, Notary Public

Personally Known



## **EAST NASSAU STEWARDSHIP**

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FI BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSM LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF SUPERVISORS' MEETING.

#### Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the East Nassau Stewardship Dis the following two public hearings and a regular meeting on:

DATE:

August 18, 2022

HOUR:

10:00 a.m.

LOCATION:

Fernandina Beach Municipal Airport

700 Airport Road

Fernandina Beach, Florida 32034

The first public hearing is being held pursuant to Chapter 2017-206, La receive public comment and objections on the District's proposed budget ("Profiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal second public hearing is being held pursuant to the Act and Chapters 170 and consider the imposition of operations and maintenance special assessments upon the lands located within the District, to fund the Proposed Budget for Ficonsider the adoption of an assessment roll; and, to provide for the levy, colle of assessments. At the conclusion of the hearings, the Board will, by resolutilevy O&M Assessments as finally approved by the Board. A Board meeting of held where the Board may consider any other District business.

#### **Description of Assessments**

The District imposes O&M Assessments on benefitted property within the of funding the District's general administrative, operations, and maintenance Section 170.07, Florida Statutes, a description of the services to be funded by and the properties to be improved and benefitted from the O&M Assessment Proposed Budget. A geographic depiction of the property potentially subject Assessments is identified in the map attached hereto. The table below she proposed O&M Assessments, which are subject to change at the hearing:

O&M GF Assessments

2 2011 31 3 34	201101110	
Rocal it of Online Sq. Pt./Agres	EAU Factor per Unic/1,000 Sq. Ft./Acre	Proposed Annu Assessment (Inchrol costs / early paymen
488,061 Sq. Ft.	1.00	\$5.29
28 Acres	5.88	\$31.11
26	1/00	\$5.29
70	1.00	\$5.29
151	1.00	\$5.29
72	1.00	\$5.29
279	1.00	\$5.29
56	1:00	\$5.29
34	1.00	\$5.29
9 <del>6</del>	1.00	\$5.29
35	2:00	. \$5.29
, 300	. 1.00	\$5.29
250	1.00	\$5.29
1,500,000 Sq. Ft.	1.00	\$5.29
20,000 Sq. Ft.	1.00	\$5.29
157.56 Acres	3.0401	\$16.08
420.76 Acres	5.5500	\$29.36
19,271.94 Acres	1.9297	\$8.09
940.07 Acres	1.5297	\$8.09
	888,061 Sq. Pt. Acres  488,061 Sq. Pt. 28 Acres  26  70  151  72  279  56  34  56  35  300  250  1,500,000 Sq. Pt. 20,000 Sq. Pt. 157,56 Acres  420,76 Acres  19,271,94 Acres	Sept   Follow   EAU Factor per

#### O&M SRF DSAP # 1 Assessments

Eind Ose	Sq. Fr./Acres	EAU Factor per Unit/1,000 Sq. Ft:/Acre	Proposed Annua Assessment (Includio costs / early paymen
Commercial	488,061 Sq. Pt.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	. 70	0.87	\$209.93
SF 55°	151	1.00	\$241.30
SF 70'	72	1,28	\$308.87
Apartment .	279	0.52	\$125.48
MF 33'	56	0.69	\$166.49
SF 40'	34	<b>€</b> 93	\$219.58
\$P\$0'	56	1.00	\$241.90
5-65-	35	1.20	\$289.56

## EAST NASSAU STEWARDSHIP DIST

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

#### <u>Upcoming Public Hearings, and Regular Meeting</u>

The Board of Supervisors ("Board") for the East Nassau Stewardship District ("District") will hold the following two public hearings and a regular meeting on:

August 18, 2022 HOUR: 10:00 a.m.

LOCATION: Fernandina Beach Municipal Airport

700 Airport Road

Fernandina Beach, Florida 32034

The first public hearing is being held pursuant to Chapter 2017-206, Laws of Florida ("Act"), to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). The second public hearing is being held pursuant to the Act and Chapters 170 and 197, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2022/2023; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

### <u>Description of Assessments</u>

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. Pursuant to Section 170.07, Florida Statutes, a description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

O&IVI GF Assessments			
Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
MF 33'	56	1.00	\$5.29
SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

### Total # of Units/ EAU Factor per

Land Use

assessments in a different manner at a future time.

O&M SRF DSAP # 1 Assessments

Proposed Annual O&M

Assessment (including collection

costs / early payment discounts)

	Sq. Ft./Acres	Unit/1,000 Sq. Ft./Acre	Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	70	0.87	\$209.93
SF 55'	151	1.00	\$241.30
SF 70'	72	1.28	\$308.87
Apartment	279	0.52	\$125.48
MF 33'	56	0.69	\$166.49
SF 40'	34	0.91	\$219.58
SF 50'	56	1.00	\$241.30
SF 65'	35	1.20	\$289.56
MF Attached	300	0.63	\$163.46
MF Detached	250	0.63	\$163.46
Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54
O&M Commerce Park Assessments			
Land Use	Total # of Units/	FAU Factor per	Proposed Annual O&M

### Ft./Acre

Sq. Ft./Acres

	Light industrial & Distribution	1,500,000 Sq. Ft.	0.3625	\$111.40	
	Retail	20,000 Sq. Ft.	1.45	\$445.58	
The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Nassau County ("County") may impose on assessments that are collected on the					
County tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall					

serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing must be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023. For Fiscal Year 2022/2023, the District intends to have the County tax collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure

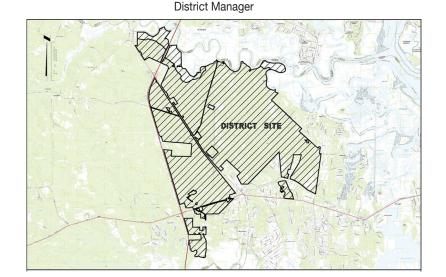
action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other

**Additional Provisions** The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at https://eastnassausd.net/. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions

when staff or board members may participate by speaker telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Craig Wrathell



## EAST NASSAU STEWARDSHIP DISTRICT

B

#### **RESOLUTION 2022-17**

THE ANNUAL APPROPRIATION RESOLUTION OF THE EAST NASSAU STEWARDSHIP DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in July 2022, submitted to the Board of Supervisors ("Board") of the East Nassau Stewardship District ("District") proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2022, and ending September 30, 2023 ("Fiscal Year 2022/2023") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Chapter 2017-206, Laws of Florida, Chapter 189, *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Chapter 2017-206, Laws of Florida; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Chapter 2017-206, Laws of Florida, and Chapter 189, Florida Statutes; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Chapter 2017-206, Laws of Florida, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as Exhibit "A," as amended by the Board, is hereby adopted in accordance with the provisions of Section 6(4) of Chapter 2017-206, Laws of Florida, and Section 189.016, Florida Statutes ("Adopted Budget"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the East Nassau Stewardship District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

#### **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$2,070,952 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

GENERAL REVENUE FUND	\$ 235,147
SPECIAL REVENUE FUND – PLAN #1	\$ 753,384
SPECIAL REVENUE FUND – PLAN #2	\$ 4,750
SPECIAL REVENUE FUND – COMMERCE PARK	\$ 41,333
DEBT SERVICE FUND (SERIES 2018)	\$ 349,871
DEBT SERVICE FUND (SERIES 2021)	\$ 686,467
TOTAL ALL FUNDS	\$2,070,952

#### SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of August 2022.

ATTEST:	EAST NASSAU STEWARDSHIP DISTRICT
Craig Wrathell	Mike Hahaj
Secretary	Chairperson, Board of Supervisors

EAST NASSAU STEWARDSHIP DISTRICT FISCAL YEAR 2023 PROPOSED BUDGET

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#### EAST NASSAU STEWARDSHIP DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2023

		Fiscal `	Year 2022		
	Adopted	Actual	Projected	Total	Proposed
	FY 2022	through	through	Actual &	FY 2023
	Budget	3/31/2022	9/30/2022	Projected	Budget
REVENUES					
Assessment levy: gross	\$ 4,574				\$ 10,781
Allowable discounts (4%)	(183)				(431)
Assessment levy: net	4,391	\$ 4,035	\$ 356	\$ 4,391	10,350
Landowner contributions	40,000	-	40,000	40,000	40,000
Lot closing	-	491	-	491	· -
Assessments off-roll	134,796	100,729	33,576	134,305	170,689
Lease reimbursements	-	-	-	-	14,108
Interest and miscellaneous	-	1,503	-	1,503	-
Total revenues	179,187	106,758	73,932	180,690	235,147
EXPENDITURES					
Professional & administration					
District engineer	12,000	2,995	9,005	12,000	12,000
General counsel	50,000	12,768	37,232	50,000	50,000
Legal: litigation	40,000	1,009	38,991	40,000	40,000
District manager	48,000	24,000	24,000	48,000	48,000
Audit	5,500	-	3,250	3,250	7,000
Postage	500	247	253	500	500
Printing and binding	1,000	500	500	1,000	1,000
Insurance - GL, POL	14,000	11,930	-	11,930	14,000
Legal advertising	6,000	753	5,247	6,000	6,500
Miscellaneous- bank charges	500	329	500	829	1,000
Office lease: 274 Daydream	-	-	6,367	6,367	10,537
Office lease	-	-	-	-	17,813
Office utilities	-	-	-	-	3,350
Office Supplies	-	-	-	-	2,563
Meeting room	500	-	-	-	500
Website					
Hosting & maintenance	705	-	705	705	705
ADA compliance	210	210	-	210	210
Annual district filing fee	175	175	-	175	175
Trustee (series 2018 bonds)	-	3,709	-	3,709	4,000
Property taxes		895		895	900
Total professional & admin	179,090	59,520	126,050	184,675	\$220,753
Other fees and charges					
Tax collector and property appraiser	137	116	21	137	324
Total other fees & charges	137	116	21	137	324
Total expenditures	179,227	59,636	126,071	184,812	221,077
Net increase/(decrease) of fund balance	(40)	47,122	(52,139)	(4,122)	14,070
Fund balance - beginning (unaudited)	48,891	57,899	105,021	57,899	53,777
Fund balance - ending (projected):					
Assigned:					
3 months working capital	-	-	-	-	65,769
Unassigned	48,851	105,021	52,882	53,777	2,078
Fund balance - ending (projected)	\$ 48,851	\$105,021	\$ 52,882	\$ 53,777	\$ 67,847

## EAST NASSAU STEWARDSHIP DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

#### **EXPENDITURES**

Professional	& administration
Professional	& administration

District engineer	12,000
The District engineer will provide engineering, consulting and construction services to the District while crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and	,
maintenance of the District's facilities. General counsel	50,000
Legal representation for issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	30,000
Legal: litigation	40,000
District manager	48,000
Wrathell, Hunt and Associates, LLC specializes in managing special districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develops financing programs, administers the issuance of tax exempt bond financings and operates and maintains the assets of the District.	
Audit	7,000
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Postage	500
Mailing agenda packages, overnight deliveries, correspondence, etc.	
Printing and binding Insurance - GL, POL	1,000 14,000
The District carries general liability and public officials liability insurance. The limit of liability is set at \$5,000,000 for general liability and \$5,000,000 for public officials liability.	14,000
Legal advertising  The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	6,500
Miscellaneous- bank charges	1,000
Office lease: 274 Daydream	10,537
Per cost share agreement between the district and Wildlight Residential Association, LLC, the district reimburses the Wildlight Residential Association for rent and CAM for 274 Daydream.	
Office lease	17,813
Office rent and CAM for new shared office space commencing May 2023. Monthly rent starts at \$2,812.50 and CAM is estimated at \$750 per month. The district will invoice the Residential and Commercial Associations at 33.33% per entity.	
Office utilities	3,350
Office Supplies	2,563
Meeting room	500
Website Hosting & maintenance	705
ADA compliance	210
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.  Other fees and charges	
Tax collector and property appraiser	324
The tax collector's fee is 2% of assessments collected.	
Property taxes	900
Total expenditures	\$ 221,077

## EAST NASSAU STEWARDSHIP DISTRICT DETAILED SPECIFIC AREA PLAN #1: WILDLIGHT SPECIAL REVENUE FUND BUDGET FISCAL YEAR 2023

		Fiscal Year 2022			
	Adopted	Actual	Projected	Total	Proposed
	FY 2022	through	through	Actual &	FY 2023
	Budget	3/31/2022	9/30/2022	Projected	Budget
REVENUES					
Assessment levy: gross	\$ 258,917				\$ 446,808
Allowable discounts (4%)	(10,357)				(17,872)
Assessment levy: net	248,560	\$ 227,696	\$ 20,864	\$ 248,560	428,936
Assessments off-roll	189,527	114,354	38,118	152,472	324,446
Lot closing	-	37,055	-	37,055	-
Vehicle charging revenue	-	5,492	1,563	7,055	-
Total revenues	438,087	384,597	60,545	445,142	753,382
EXPENDITURES					
Field operations	42,199	9,446	29,954	39,400	85,456
Administration and accounting	4,500	2,250	2,250	4,500	7,500
Office buildout	5,000	-	50,000	50,000	-
Wetland and conservation maintenance	10,000	-	2,500	2,500	10,000
Landscape	181,817	47,680	96,980	144,660	380,588
Lake maintenance	16,732	4,613	5,487	10,100	19,455
Pest control	1,000	-	500	500	1,000
Street cleaning	12,000	-	4,000	4,000	12,000
Street light lease	69,030	12,300	50,600	62,900	95,843
Repairs & maintenance	13,676	1,174	23,826	25,000	13,676
Electricity	1,512	126	274	400	984
Vehicle charging station	-	3,126	1,563	4,689	-
Irrigation (potable)	36,724	4,028	14,172	18,200	41,169
Landscape replacement	18,182	-	1,000	1,000	38,059
Parts & supplies	3,000	-	1,500	1,500	3,000
Property insurance	5,000	-	5,000	5,000	5,000
Debt service fund accounting: series 2018	7,500	3,750	3,750	7,500	7,500
Debt service fund accounting: series 2021	7,500	3,750	3,750	7,500	7,500
Arbitrage rebate calculation	1,000	-	1,000	1,000	1,000
Dissemination agent	2,000	1,000	1,000	2,000	2,000
Trustee (series 2018 bonds)	4,000	-	4,000	4,000	4,000
Trustee (series 2021 bonds)	4,000	-	4,000	4,000	4,000
Contingency	250	-	75	75	250
Total field operations	446,622	93,243	307,181	400,424	739,980
Other fees and charges					
Tax collector and property appraiser	7,767	6,517	1,250	7,767	13,404
Total other fees & charges	7,767	6,517	1,250	7,767	13,404
Total expenditures	454,389	99,760	308,431	408,191	753,384
Net increase/(decrease) of fund balance	(16,302)	284,837	(247,886)	36,951	(2)
Fund balance - beginning (unaudited)	283,275	413,052	697,889	413,052	450,003
Fund balance - ending (projected):					
Assigned:					
3 months working capital	-	-	-	-	192,096
Disaster recovery	-	-	-	-	50,000
Unassigned	-	-	-	-	207,905
Fund balance - ending (projected)	\$ 266,973	\$ 697,889	\$ 450,003	\$ 450,003	\$ 450,001

### EAST NASSAU STEWARDSHIP DISTRICT DETAILED SPECIFIC AREA PLAN #1: WILDLIGHT EXPENDITURES

### **EXPENDITURES**

Field operations	\$ 85,456
Field operations  Contract with CCMC and costs for onsite field operations manager 20%, admin coordinator 20% and maintenance person 50%.	\$ 85,456
Administration and accounting	7,500
Costs for paper, postage, ink cartridges and office supplies related to business of the ENSD.	7,300
Wetland and conservation maintenance  Costs for general repair/maintenance within the conservation and wetlands. No current contract for this service established.	10,000
Landscape Landscape maintenance for common area - Contract with The Greenery/Martex. Includes routine maintenance of grounds, 2 applications of pinestraw (spring/fall), pest, fertilization and weed control.	380,588
Includes common area coming on line during budget cycle.	
Lake maintenance  Current maintenance of 10 ponds and bioswale to control algea blooms and invasive plant species and monthly trash removal. Includes additional ponds for 1C2 and Del	19,455
Webb in 2022 as of 10/1. Pod 4 and Pod 5 online 4/1/2023.	1 000
Pest control  Costs related to the removal of nuisance pests in the community, i.e. alligators, bee reclocation.	1,000
Street cleaning \$1000 per month for sections 1A and 1C1 (does not include bridge to school or COA private roads)	12,000
Street light lease	95,843
FPL service agreement to lease street lights at an annual cost of \$390 annually. Budgeted additional street lights for Pod 4 and Pod 5 coming online in April 2023 and	
Repairs & maintenance	13,676
Expenses related to irrigation repair, curb repair, signage and any other repairs related to ENSD common areas and/or responsibility	
Electricity	984
Costs to provide electricity from FPL for common area irrigation clocks.  Irrigation (potable)	41,169
Reclaimed water not yet available. Potable water charged at reclaimed costs. See  Landscape replacement  Costs for landscape replacement (trees, shrubs, etc.); assumes 10% of landscape maintenance	38,059
Parts & supplies	3,000
Costs for parts or supplies in common areas.	0,000
Property insurance	5,000
Debt service fund accounting: series 2018	7,500
Debt service fund accounting: series 2021	7,500
Arbitrage rebate calculation  To ensure the District's compliance with all tax regulations, annual computations are	1,000
necessary to calculate the arbitrage rebate liability.	

## EAST NASSAU STEWARDSHIP DISTRICT DETAILED SPECIFIC AREA PLAN #1: WILDLIGHT EXPENDITURES

### **EXPENDITURES** (continued)

Dissemination agent		2,000
The District must annually disseminate financial information in order to comply with the	!	
requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934.		
Trustee (series 2018 bonds)		4,000
Annual fees paid for services provided as trustee, paying agent and registrar.		
Trustee (series 2021 bonds)		4,000
Annual fees paid for services provided as trustee, paying agent and registrar.		
Contingency		250
Tax collector and property appraiser		13,404
Total expenditures	\$	753,384

### EAST NASSAU STEWARDSHIP DISTRICT DETAILED SPECIFIC AREA PLAN #2 SPECIAL REVENUE FUND BUDGET FISCAL YEAR 2023

	FY	pposed 2023 udget
REVENUES	_	
Landowner contributions	\$	4,750
Total revenues		4,750
EXPENDITURES		
Debt service fund accounting: series 2023		3,750
Dissemination agent		500
Contingency		500
Total expenditures		4,750
Net increase/(decrease) of fund balance Fund balance - beginning (unaudited)		-
Fund balance - ending (projected):		
Assigned:		
3 months working capital		-
Disaster recovery		-
Unassigned		-
Fund balance - ending (projected)	\$	

### EAST NASSAU STEWARDSHIP DISTRICT DETAILED SPECIFIC AREA PLAN #2

### **EXPENDITURES**

Debt service fund accounting: series 2023	\$ 3,750
Dissemination agent	500
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934.	
requirements of Rule 15c2-12 under the Securities & Exchange Act of 1954.	
Contingency	500
Total expenditures	\$ 4,750

# EAST NASSAU STEWARDSHIP DISTRICT COMMERCE PARK SPECIAL REVENUE FUND BUDGET FISCAL YEAR 2023

	Fiscal Year 2022									
	FY 2	pted 2022 Iget	Act thro 3/31/		-	ected ugh 2022	To Actu Proje	ıal &	FY	oosed 2023 dget
REVENUES										
Assessments off-roll	\$	-	\$	-	\$	-	\$			1,333
Total revenues						-			4	1,333
EXPENDITURES										
Field operations		-		-		-		-		4,254
Administration and accounting		-		-		-		-		500
Wetland and conservation maintenance		-		-		-		-		2,500
Landscape		-		-		-		-		8,506
Lake maintenance		-		-		-		-		2,130
Pest control		-		-		-		-		125
Street cleaning		-		-		-		-		1,050
Street light lease		-		-		-		-		4,290
Repairs & maintenance		-		-		-		-		1,250
Electricity		-		-		-		-		420
Irrigation (potable)		-		-		-		-		2,765
Landscape replacement		-		-		-		-		1,851
Parts & supplies		-		-		-		-		375
Insurance		-		-		-		-		1,250
Contingency		-		-		-		-		63
Total expenditures							-	-	4	1,329
Net increase/(decrease) of fund balance		-		-		-		-		4
Fund balance - beginning (unaudited)		-		-		-		-		-
Fund balance - ending (projected): Assigned:										
3 months working capital		-		-		-		-		-
Unassigned		-		-		-				4
Fund balance - ending (projected)	\$		\$		\$	-	\$	-	\$	4

<sup>&</sup>lt;sup>1</sup>These items will be realized when bonds are issued (expense per master bond issue).

<sup>&</sup>lt;sup>2</sup>These items will be realized the year after the issuance of bonds.

### EAST NASSAU STEWARDSHIP DISTRICT COMMERCE PARK

### **EXPENDITURES**

Field operations		
Field operations	\$	4,254
23% of onsite personnel contract with ENSD based on percentage of budget.	•	1,
Administration and accounting		<b>500</b>
Administration and accounting Field operations accounting functions provided by Wrathell, Hunt and Associates, LLC		500
Field operations accounting functions provided by Whathell, Hurlt and Associates, LLC		
Wetland and conservation maintenance		2,500
Costs for general repair/maintenance within the conservation and wetlands.		
Landscape		18,506
Landscape maintenance for common area - Contract with The Greenery/Martex.		
Includes routine maintenance		
of grounds, 2 applications of pinestraw (spring/fall), pest, fertilization and weed control.		
Lake maintenance		2,130
Maintenance of 3 ponds		2,130
Maintenance of 5 ponds		
Pest control		125
Costs related to the removal of nuisance pests in the community, i.e. alligators, bee		120
reclocation.		
Street cleaning		1,050
\$350 per month for street sweeping.		,
Street light lease		4,290
FPL service agreement to lease street lights at an annual cost of \$390 annually for 44		
lights.		
Repairs & maintenance		1,250
Expenses related to irrigation repair, curb repair, signage, pressure washing and any		
other repairs/maintenance related to Commerce Park common areas and/or		
Electricity		420
Costs to provide electricity from FPL for common area irrigation clocks and entry way		
Irrigation (potable)		2,765
Reclaimed water not yet available. Potable water charged at reclaimed costs. See		
Landscape replacement		1,851
Costs for landscape replacement (trees, shrubs, etc.); assumes 10% of landscape maintenance		
Parts & supplies		375
Costs for parts or supplies in common areas.		373
Insurance		1,250
Property Insurance		,
Contingency		63
Tax collector and property appraiser		
Total expenditures	\$	41,329

### EAST NASSAU STEWARDSHIP DISTRICT DEBT SERVICE FUND BUDGET - SERIES 2018 FISCAL YEAR 2023

	Fiscal Year 2022				
	Adopted	Actual	Projected	Total Revenue	Proposed
	FY 2022	through	through	<u> </u>	FY 2023
DEVENUE	Budget	3/31/2022	9/30/2022	Expenditures	Budget
REVENUES Assessment levy: on-roll - gross	\$ 356,535				\$ 360,522
Allowable discounts (4%)	(14,261)				(14,421)
Assessment levy: on-roll - net	342,274	<u> </u>	\$ 28,756	\$ 342,274	346,101
Off-roll assessment levy	17,694	-	17,694	17,694	-
Assessment prepayments	-	179,885	42,851	222,736	-
Interest	-	<sup>′</sup> 11	-	, 11	-
Lot closing	-	17,486	-	17,486	-
Total revenues	359,968	510,900	89,301	582,715	346,101
EXPENDITURES					
Debt service	00.000		00 000	00.000	00.000
Principal	90,000	120,000	90,000	90,000	90,000
Principal Prepayment Interest	45,000 264,438	130,000 133,809	125,000 130,629	255,000 264,438	249,056
Total debt service	399,438	263,809	345,629	609,438	339,056
Total dept service	399,430	203,009	343,029	009,430	339,030
Other fees & charges					
Property appraiser	3,565	2,707	858	3,565	3,605
Tax collector	7,131	6,266	865	7,131	7,210
Total other fees & charges	10,696	8,973	1,723	10,696	10,815
Total expenditures	410,134	272,782	347,352	620,134	349,871
Excess/(deficiency) of revenues					
over/(under) expenditures	(50,166)	238,118	(258,051)	(37,419)	(3,770)
even (anaer) expenditures	(33,133)	200,110	(200,001)	(01,110)	(3,)
OTHER FINANCING SOURCES/(USES)					
Transfers in		2		2	
Total other financing sources/(uses)		2		2	
Not increase//degreese) in fund halance	(FO 166)	220 120	(258,051)	(27.417)	(2.770)
Net increase/(decrease) in fund balance Fund balance - beginning (unaudited)	(50,166) 362,034	238,120 365,943	604,063	(37,417) 365,943	(3,770) 328,526
Fund balance - beginning (unaddited) Fund balance - ending (projected)	\$ 311,868	\$ 604,063	\$ 346,012	\$ 328,526	324,756
r and balance onding (projected)	Ψ 011,000	Ψ 001,000	Ψ 010,012	Ψ 020,020	021,700
Use of fund balance					
Debt service reserve balance (required)					(176,209)
Interest expense - November 1, 2023					(122,616)
Projected fund balance surplus/(deficit) as of	of September 3	0, 2023			\$ 25,931

### **East Nassau County**

Stewardship District Special Assessment Revenue Bonds, Series 2018 \$5,460,000

### **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
11/01/2022	-		124,528.13	124,528.13
05/01/2023	90,000.00	4.250%	124,528.13	214,528.13
11/01/2023	-		122,615.63	122,615.63
05/01/2024	90,000.00	4.250%	122,615.63	212,615.63
11/01/2024	-		120,703.13	120,703.13
05/01/2025	95,000.00	4.600%	120,703.13	215,703.13
11/01/2025	· -		118,518.13	118,518.13
05/01/2026	100,000.00	4.600%	118,518.13	218,518.13
11/01/2026	-		116,218.13	116,218.13
05/01/2027	105,000.00	4.600%	116,218.13	221,218.13
11/01/2027	-		113,803.13	113,803.13
05/01/2028	110,000.00	4.600%	113,803.13	223,803.13
11/01/2028	-		111,273.13	111,273.13
05/01/2029	115,000.00	4.600%	111,273.13	226,273.13
11/01/2029	-		108,628.13	108,628.13
05/01/2030	120,000.00	5.125%	108,628.13	228,628.13
11/01/2030	· -		105,553.13	105,553.13
05/01/2031	130,000.00	5.125%	105,553.13	235,553.13
11/01/2031	· -		102,221.88	102,221.88
05/01/2032	135,000.00	5.125%	102,221.88	237,221.88
11/01/2032	· -		98,762.50	98,762.50
05/01/2033	140,000.00	5.125%	98,762.50	238,762.50
11/01/2033	· -		95,175.00	95,175.00
05/01/2034	150,000.00	5.125%	95,175.00	245,175.00
11/01/2034	-		91,331.25	91,331.25
05/01/2035	155,000.00	5.125%	91,331.25	246,331.25
11/01/2035	-		87,359.38	87,359.38
05/01/2036	165,000.00	5.125%	87,359.38	252,359.38
11/01/2036	-		83,131.25	83,131.25
05/01/2037	175,000.00	5.125%	83,131.25	258,131.25
11/01/2037	-		78,646.88	78,646.88
05/01/2038	185,000.00	5.125%	78,646.88	263,646.88
11/01/2038	-		73,906.25	73,906.25
05/01/2039	190,000.00	5.125%	73,906.25	263,906.25
11/01/2039	-		69,037.50	69,037.50
05/01/2040	205,000.00	5.250%	69,037.50	274,037.50
11/01/2040	-		63,656.25	63,656.25
05/01/2041	215,000.00	5.250%	63,656.25	278,656.25
11/01/2041	-		58,012.50	58,012.50
05/01/2042	225,000.00	5.250%	58,012.50	283,012.50
11/01/2042	-		52,106.25	52,106.25
05/01/2043	240,000.00	5.250%	52,106.25	292,106.25
11/01/2043	· -		45,806.25	45,806.25
05/01/2044	250,000.00	5.250%	45,806.25	295,806.25
11/01/2044	-		39,243.75	39,243.75
05/01/2045	265,000.00	5.250%	39,243.75	304,243.75
11/01/2045	-		32,287.50	32,287.50
05/01/2046	280,000.00	5.250%	32,287.50	312,287.50
	,		,	,

### **East Nassau County**

Stewardship District Special Assessment Revenue Bonds, Series 2018 \$5,460,000

### **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
11/01/2046	-		24,937.50	24,937.50
05/01/2047	295,000.00	5.250%	24,937.50	319,937.50
11/01/2047	-		17,193.75	17,193.75
05/01/2048	310,000.00	5.250%	17,193.75	327,193.75
11/01/2048	-		9,056.25	9,056.25
05/01/2049	345,000.00	5.250%	9,056.25	354,056.25
Total	\$4,965,000.00		\$4,585,275.13	\$9,207,425.12

## EAST NASSAU STEWARDSHIP DISTRICT DEBT SERVICE FUND BUDGET - SERIES 2021 FISCAL YEAR 2023

	Fiscal Year 2022				
	Adopted	Actual	Projected	Total Revenue	Proposed
	FY 2022	through	through	&	FY 2023
	Budget	3/31/2022	9/30/2022	Expenditures	Budget
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 173,923
Allowable discounts (4%)		_		_	(6,957)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	166,966
Off-roll assessment levy	678,502	410,150	268,352	678,502	516,753
Interest	-	14	-	14	
Total revenues	678,502	410,164	268,352	678,516	683,719
EVENIETUES					
EXPENDITURES  Palet comition					
Debt service	045.000		045.000	245.000	255 000
Principal	245,000	- 247.265	245,000	245,000	255,000
Interest	433,330	217,265	216,065	433,330	426,250
Total debt service	678,330	217,265	461,065	678,330	681,250
Other fees & charges					
Costs of issuance	_	12,164	_	12,164	_
Total other fees & charges		12,164	_	12,164	5,217
Total expenditures	678,330	229,429	461,065	690,494	686,467
	•				
Excess/(deficiency) of revenues					
over/(under) expenditures	172	180,735	(192,713)	(11,978)	(2,748)
Fund balance - beginning (unaudited)	556,515	575,442	756,177	575,442	563,464
Fund balance - ending (projected)	\$ 556,687	\$ 756,177	\$ 563,464	\$ 563,464	560,716
r and balance onling (projected)	Ψ 000,001	Ψ 100,111	Ψ σσσ, ισ ι	Ψ σσσ, τσ τ	
Use of fund balance					
Debt service reserve balance (required)					(339,250)
Interest expense - November 1, 2023					(210,065)
Projected fund balance surplus/(deficit) as	of September 30	0, 2023			\$ 11,401

### **East Nassau County**

Stewardship District Special Assessment Revenue Bonds, Series 2021 \$12,170,000

### **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
11/01/2022	-		213,125.00	213,125.00
05/01/2023	255,000.00	2.400%	213,125.00	468,125.00
11/01/2023	-		210,065.00	210,065.00
05/01/2024	260,000.00	2.400%	210,065.00	470,065.00
11/01/2024	-		206,945.00	206,945.00
05/01/2025	265,000.00	2.400%	206,945.00	471,945.00
11/01/2025	-		203,765.00	203,765.00
05/01/2026	270,000.00	2.400%	203,765.00	473,765.00
11/01/2026	-		200,525.00	200,525.00
05/01/2027	280,000.00	3.000%	200,525.00	480,525.00
11/01/2027	-		196,325.00	196,325.00
05/01/2028	290,000.00	3.000%	196,325.00	486,325.00
11/01/2028	-		191,975.00	191,975.00
05/01/2029	295,000.00	3.000%	191,975.00	486,975.00
11/01/2029	-		187,550.00	187,550.00
05/01/2030	305,000.00	3.000%	187,550.00	492,550.00
11/01/2030	-		182,975.00	182,975.00
05/01/2031	315,000.00	3.000%	182,975.00	497,975.00
11/01/2031	-		178,250.00	178,250.00
05/01/2032	325,000.00	3.500%	178,250.00	503,250.00
11/01/2032	-		172,562.50	172,562.50
05/01/2033	335,000.00	3.500%	172,562.50	507,562.50
11/01/2033	-		166,700.00	166,700.00
05/01/2034	350,000.00	3.500%	166,700.00	516,700.00
11/01/2034	-		160,575.00	160,575.00
05/01/2035	360,000.00	3.500%	160,575.00	520,575.00
11/01/2035	-		154,275.00	154,275.00
05/01/2036	375,000.00	3.500%	154,275.00	529,275.00
11/01/2036	-		147,712.50	147,712.50
05/01/2037	385,000.00	3.500%	147,712.50	532,712.50
11/01/2037	-		140,975.00	140,975.00
05/01/2038	400,000.00	3.500%	140,975.00	540,975.00
11/01/2038	-		133,975.00	133,975.00
05/01/2039	415,000.00	3.500%	133,975.00	548,975.00
11/01/2039	-		126,712.50	126,712.50
05/01/2040	430,000.00	3.500%	126,712.50	556,712.50
11/01/2040	-		119,187.50	119,187.50
05/01/2041	445,000.00	3.500%	119,187.50	564,187.50
11/01/2041	-		111,400.00	111,400.00
05/01/2042	460,000.00	4.000%	111,400.00	571,400.00
11/01/2042	-		102,200.00	102,200.00
05/01/2043	480,000.00	4.000%	102,200.00	582,200.00
11/01/2043	-		92,600.00	92,600.00
05/01/2044	500,000.00	4.000%	92,600.00	592,600.00
11/01/2044	-		82,600.00	82,600.00
05/01/2045	520,000.00	4.000%	82,600.00	602,600.00
11/01/2045	· -		72,200.00	72,200.00
05/01/2046	545,000.00	4.000%	72,200.00	617,200.00
	,		,	,,

### **East Nassau County**

Stewardship District Special Assessment Revenue Bonds, Series 2021 \$12,170,000

### **Debt Service Schedule**

Date	Principal	Coupon Interest		Total P+I
11/01/2046	-		61,300.00	61,300.00
05/01/2047	565,000.00	4.000%	61,300.00	626,300.00
11/01/2047	-		50,000.00	50,000.00
05/01/2048	590,000.00	4.000%	50,000.00	640,000.00
11/01/2048	-		38,200.00	38,200.00
05/01/2049	610,000.00	4.000%	38,200.00	648,200.00
11/01/2049	-		26,000.00	26,000.00
05/01/2050	635,000.00	4.000%	26,000.00	661,000.00
11/01/2050	-		13,300.00	13,300.00
05/01/2051	665,000.00	4.000%	13,300.00	678,300.00
Total	\$12,170,000.00	·	\$8,321,280.36	\$20,491,280.36

On-Roll Assessments - Wildlight Village Phase 1, DSAP 1, Series 2018 Bonds							
Parcel	Unit of Measurement	Sq. Ft./ Acres/Units	FY 2023 GF Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 SRF Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 DS Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 Total Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2022 Total Assessment per 1,000 Sq. Ft./ Acre/Unit
Non-Residential	_						
Commercial	Sq. Ft.	288,689	\$ 5.44	\$ 349.88	\$ -	\$ 355.32	\$ 338.99
Wellness Center/Private School	Acre	28	31.99	1,418.85	-	1,450.84	1,382.31
Residential							
SF 30'	Unit	26	5.44	149.61	664.35	819.40	811.69
SF 45'	Unit	70	5.44	209.93	996.53	1,211.90	1,203.78
SF 55'	Unit	151	5.44	241.30	1,217.98	1,464.72	1,455.57
SF 70'	Unit	72	5.44	308.87	1,550.15	1,864.46	1,853.09
Apartment	Unit	279	5.44	125.48	-	130.92	125.56
Other Residential	Unit	-	5.44	-	-	5.44	4.19
	Off-Roll Assess	ments - Wildligh	t Village Phase 1	, DSAP 1, Series	2018 Bonds		
			FY 2023 GF Assessment	FY 2023 SRF Assessment	FY 2023 DS Assessment	FY 2023 Total Assessment	FY 2022 Total Assessment
	Unit of	Sq. Ft./	per 1,000 Sq.	per 1,000 Sq.	per 1,000 Sq.	per 1,000 Sq.	per 1,000 Sq.
Product/Parcel	Measurement	Acres/Units	Ft./ Acre/Unit	Ft./ Acre/Unit	Ft./ Acre/Unit	Ft./ Acre/Unit	Ft./ Acre/Unit
Non-Residential	0 54	101.000	ф <u>гос</u>	Φ 205.20	Φ.	Φ 200.45	ф од <u>г</u> ос
Commercial	Sq. Ft.	124,993	\$ 5.06	\$ 325.39	\$ -	\$ 330.45	\$ 315.26

		On-Rall A	ssessments - D	SAP 1			-
		OII-ROII A	เออซออเทษเหอ - D	JAF I			
Product/Parcel	Unit of Measurement	Sq. Ft./ Acres/Units	FY 2023 GF Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 SRF Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 DS Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 Total Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2022 Total Assessment per 1,000 Sq. Ft./ Acre/Unit
Non-Residential				• • • • • • • • • • • • • • • • • • • •	•		
Commercial	Sq. Ft.	199,372	\$ 5.44	\$ 349.88	\$ -	\$ 355.32	\$ 338.99
	On-Roll Assess	ments - Wildlight	t Village Phase 2	, DSAP 1, Series	s 2021 Bonds		
Product/Parcel	Unit of Measurement	Sq. Ft./ Acres/Units	FY 2023 GF Assessment per 1,000 Sq.	FY 2023 SRF Assessment per 1,000 Sq.	FY 2023 DS Assessment per 1,000 Sq.	FY 2023 Total Assessment per 1,000 Sq.	FY 2022 Total Assessment per 1,000 Sq.
Residential				-			
MF 33' - Phase 2A	Unit	56	\$ 5.44	\$ 166.50	\$ 692.92	\$ 864.86	\$ 796.48
SF 40' - Phase 2A	Unit	34	5.44	219.58	839.91	1,064.93	980.42
SF 50' - Phase 2A	Unit	56	5.44	241.30	1,049.88	1,296.62	1,195.02
SF 65' - Phase 2A	Unit	35	5.44	289.56	1,364.85	1,659.85	1,530.89
	Off-Roll Assess	ments - Wildligh	t Village Phase 2	2, DSAP 1, Series	s 2021 Bonds		
Product/Parcel	Unit of Measurement	Sq. Ft./ Acres/Units	FY 2023 GF Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 SRF Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 DS Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 Total Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2022 Total Assessment per 1,000 Sq. Ft./ Acre/Unit
Non-Residential	0 5		<b>4</b> 500	Φ 005.00	•	<b>.</b>	Φ 045.00
Commercial	Sq. Ft.	-	\$ 5.06	\$ 325.39	\$ -	\$ 330.45	\$ 315.26
Residential	11	70	5.00	454.04	044.40	004.00	700.40
MF 33' - Phase 2A SF 40' - Phase 2A	Unit Unit	78 150	5.06	154.84 204.21	644.42 781.12	804.32 990.39	796.48 980.42
SF 50' - Phase 2A SF 50' - Phase 2A	Unit	150 164	5.06 5.06	204.21 224.41	781.12 976.39		
SF 50 - Phase 2A SF 65' - Phase 2A	Unit	87	5.06 5.06	224.41 269.29	1,269.31	1,205.86 1,543.66	1,195.02 1,530.89
MF 33' - Phase 2B		36		269.29 154.84	1,269.31 767.17	927.07	919.23
SF 50' - Phase 2B	Unit		5.06				
or ou - Phase 2B	Unit	44	5.06	224.41	1,162.37	1,391.84	1,381.00

	On-R	oll Assessments	- Wildlight Villaç	je Phase 2, DSA	P 1		
Product/Parcel	Unit of Measurement	Sq. Ft./ Acres/Units	FY 2023 GF Assessment per 1,000 Sq.	FY 2023 SRF Assessment per 1,000 Sq.	FY 2023 DS Assessment per 1,000 Sq.	FY 2023 Total Assessment per 1,000 Sq.	FY 2022 Total Assessment per 1,000 Sq.
Residential MF Attached MF Detached	Unit Unit	300 250	\$ 5.44 5.44	152.02 152.02	\$ - -	\$ 157.46 157.46	

	Off-R	oll Assessments	- Wildlight Villag	ge Phase 2, DSA	P 1		
Parcel	Unit of Measurement	Sq. Ft./ Acres/Units	FY 2023 GF Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 SRF Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 DS Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 Total Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2022 Total Assessment per 1,000 Sq. Ft./ Acre/Unit
Non-Residential Commercial	Sq. Ft.	415,000	\$ 5.06	\$ 325.39	\$ -	\$ 330.45	\$ 3.90
Residential MF 33'	Unit	196	5.06	154.84	-	159.90	3.90
		Off-Roll Asse	ssments - Comm	nerce Park			
Parcel	Unit of Measurement	Sq. Ft./ Acres/Units	FY 2023 GF Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 SRF Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 DS Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 Total Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2022 Total Assessment per 1,000 Sq. Ft./ Acre/Unit
Non-Residential Light Industrial & Distribution Retail	Sq. Ft. Sq. Ft.	1,500,000 20,000	\$ 5.06 5.06	\$ 26.16 104.63	\$ - -	\$ 31.22 109.69	\$ 3.90 3.90
	Off-Roll A	ssessments - Are	eas outside of W	ildlight Village F	Phase 1		
Parcel	Unit of Measurement	Sq. Ft./ Acres/Units	FY 2023 GF Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 SRF Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 DS Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2023 Total Assessment per 1,000 Sq. Ft./ Acre/Unit	FY 2022 Total Assessment per 1,000 Sq. Ft./ Acre/Unit
Non-Residential Commercial	Sq. Ft.	8,451,946	\$ 5.06	\$ -	\$ -	\$ 5.06	\$ 3.90
Residential Residential Unit	Unit	22,466	5.06	-	-	5.06	3.90

# EAST NASSAU STEWARDSHIP DISTRICT

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NEWS-LEADER
Published Weekly
P.O. Box 16766 (904) 261-3696
Fernandina Beach, Nassau County, Florida 32035

### STATE OF FLORIDA COUNTY OF NASSAU:

Before the undersigned authority personally appeared Foy R. Maloy, Jr

Who on oath says that (s)he is the Publisher of the Fernandina Beach News-Leader, a weekly newspaper published at Fernandina Beach in Nassau County, Florida; that the attached copy the advertisement, being a DISPLAY LEGAL NOTICE in the matter of

### 2023 BUDGET & OM ASSESSMENT

Was published in said newspaper in the issue(s) of

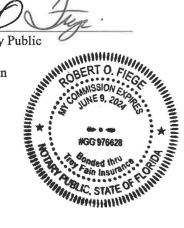
### 07/27/2022 08/03/2022 LEGAL DISPLAY

Affiant further says that the said News-Leader is a newspaper published at Fernandina Beach, in said Nassau County, Florida and that the said newspaper has heretofore been continuously published in said Nassau County, Florida, each week and has been entered as second class mail matter at the post office in Fernandina Beach in said Nassau County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and Affiant further says that (s)he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed to before me This 3rd day of August, A.D. 2022

Robert O. Fiege, Notary Public

Personally Known



### **EAST NASSAU STEWARDSHIP**

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FI BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSM LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF SUPERVISORS' MEETING.

### Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the East Nassau Stewardship Dis the following two public hearings and a regular meeting on:

DATE:

August 18, 2022

HOUR:

10:00 a.m.

LOCATION:

Fernandina Beach Municipal Airport

700 Airport Road

Fernandina Beach, Florida 32034

The first public hearing is being held pursuant to Chapter 2017-206, La receive public comment and objections on the District's proposed budget ("Profiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal second public hearing is being held pursuant to the Act and Chapters 170 and consider the imposition of operations and maintenance special assessments upon the lands located within the District, to fund the Proposed Budget for Ficonsider the adoption of an assessment roll; and, to provide for the levy, colle of assessments. At the conclusion of the hearings, the Board will, by resolutilevy O&M Assessments as finally approved by the Board. A Board meeting of held where the Board may consider any other District business.

#### **Description of Assessments**

The District imposes O&M Assessments on benefitted property within the of funding the District's general administrative, operations, and maintenance Section 170.07, Florida Statutes, a description of the services to be funded by and the properties to be improved and benefitted from the O&M Assessment Proposed Budget. A geographic depiction of the property potentially subject Assessments is identified in the map attached hereto. The table below she proposed O&M Assessments, which are subject to change at the hearing:

O&M GF Assessments

2 2011 31 3 34	201101110	
Rocal it of Opins/ Sq. Pt./Agres	EAU Factor per Unic/1,000 Sq. Ft./Acre	Proposed Annu Assessment (Inchrol costs / early paymen
488,061 Sq. Ft.	1.00	\$5.29
28 Acres	5.88	\$31.11
26	1/00	\$5.29
70	1.00	\$5.29
151	1.00	\$5.29
72	1.00	\$5.29
279	1.00	\$5.29
56	1:00	\$5.29
34	1.00	\$5.29
9 <del>6</del>	1.00	\$5.29
35	2:00	. \$5.29
, 300	. 1.00	\$5.29
250	1.00	\$5.29
1,500,000 Sq. Ft.	1.00	\$5.29
20,000 Sq. Ft.	1.00	\$5.29
157.56 Acres	3.0401	\$16.08
420.76 Acres	5.5500	\$29.36
19,271.94 Acres	1.9297	\$8.09
940.07 Acres	1.5297	\$8.09
	888,061 Sq. Pt. Acres  488,061 Sq. Pt. 28 Acres  26  70  151  72  279  56  34  56  35  300  250  1,500,000 Sq. Pt. 20,000 Sq. Pt. 157,56 Acres  420,76 Acres  19,271,94 Acres	Sept   Follow   EAU Factor per

### O&M SRF DSAP # 1 Assessments

Eind Ose	Sq. Fr./Acres	EAU Factor per Unit/1,000 Sq. Ft:/Acre	Proposed Annua Assessment (Includio costs / early paymen
Commercial	488,061 Sq. Pt.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	. 70	0.87	\$209.93
SF 55°	151	1.00	\$241.30
SF 70'	72	1,28	\$308.87
Apartment .	279	0.52	\$125.48
MF 33'	56	0.69	\$166.49
SF 40'	34	<b>€</b> 93	\$219.58
\$P\$0'	56	1.00	\$241.90
5-65	35	1.20	\$289.56

### EAST NASSAU STEWARDSHIP DIST

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

### <u>Upcoming Public Hearings, and Regular Meeting</u>

The Board of Supervisors ("Board") for the East Nassau Stewardship District ("District") will hold the following two public hearings and a regular meeting on:

August 18, 2022 HOUR: 10:00 a.m.

LOCATION: Fernandina Beach Municipal Airport

700 Airport Road

Fernandina Beach, Florida 32034

The first public hearing is being held pursuant to Chapter 2017-206, Laws of Florida ("Act"), to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). The second public hearing is being held pursuant to the Act and Chapters 170 and 197, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2022/2023; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

### <u>Description of Assessments</u>

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. Pursuant to Section 170.07, Florida Statutes, a description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

O&IVI GF Assessments						
Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)			
Commercial	488,061 Sq. Ft.	1.00	\$5.29			
Wellness Center/Private School	28 Acres	5.88	\$31.11			
SF 30'	26	1.00	\$5.29			
SF 45'	70	1.00	\$5.29			
SF 55'	151	1.00	\$5.29			
SF 70'	72	1.00	\$5.29			
Apartment	279	1.00	\$5.29			
MF 33'	56	1.00	\$5.29			
SF 40'	34	1.00	\$5.29			
SF 50'	56	1.00	\$5.29			
SF 65'	35	1.00	\$5.29			
MF Attached	300	1.00	\$5.29			
MF Detached	250	1.00	\$5.29			
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29			
Retail	20,000 Sq. Ft.	1.00	\$5.29			
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08			
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36			
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09			
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09			

### Total # of Units/ EAU Factor per

Land Use

assessments in a different manner at a future time.

O&M SRF DSAP # 1 Assessments

Proposed Annual O&M

Assessment (including collection

costs / early payment discounts)

	Sq. Ft./Acres	Unit/1,000 Sq. Ft./Acre	Assessment (including collection costs / early payment discounts)		
Commercial	488,061 Sq. Ft.	1.45	\$349.88		
Wellness Center/Private School	28 Acres	5.88	\$1,418.85		
SF 30'	26	0.62	\$149.61		
SF 45'	70	0.87	\$209.93		
SF 55'	151	1.00	\$241.30		
SF 70'	72	1.28	\$308.87		
Apartment	279	0.52	\$125.48		
MF 33'	56	0.69	\$166.49		
SF 40'	34	0.91	\$219.58		
SF 50'	56	1.00	\$241.30		
SF 65'	35	1.20	\$289.56		
MF Attached	300	0.63	\$163.46		
MF Detached	250	0.63	\$163.46		
Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52		
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54		
O&M Commerce Park Assessments					
Land Use	Total # of Units/	FAU Factor per	Proposed Annual O&M		

### Ft./Acre

Sq. Ft./Acres

	Light industrial & Distribution	1,500,000 Sq. Ft.	0.3625	\$111.40			
	Retail	20,000 Sq. Ft.	1.45	\$445.58			
The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Nassau County ("County") may impose on assessments that are collected on the							
County tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall							

serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing must be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023. For Fiscal Year 2022/2023, the District intends to have the County tax collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure

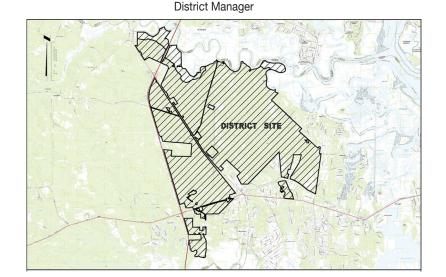
action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other

**Additional Provisions** The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at https://eastnassausd.net/. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions

when staff or board members may participate by speaker telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Craig Wrathell



# EAST NASSAU STEWARDSHIP DISTRICT

88

STATE OF FLORIDA	)
COUNTY OF PALM BEACH	)

### AFFIDAVIT OF MAILING

**BEFORE ME**, the undersigned authority, this day personally appeared Michal Szymonowicz, who by me first being duly sworn and deposed says:

- 1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
- 2. I, Michal Szymonowicz, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as Assessment Roll Coordinator for the East Nassau Stewardship District.
- 3. Among other things, my duties include preparing and transmitting correspondence relating to the East Nassau Stewardship District.
- 4. I do hereby certify that on July 19, 2022 and in the regular course of business, I caused the letter, in the form attached hereto as Exhibit A, to be sent notifying affected landowners in the East Nassau Stewardship District of their rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District's anticipated imposition of assessments.
- 5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.

Michal Szymonowicz

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of physical presence or □ online notarization, this 19<sup>th</sup> day of July, 2022, by Michal Szymonowicz, for Wrathell, Hunt and Associates, LLC, who is [] personally known to me or [] has provided \_\_\_\_\_\_ as identification, and who did \_\_/ did not fake an oath.

**NOTARY PUBLIC** 

DAPHNE GILLYARD NOTARY PUBLIC STATE OF FLORIDA Comm# GG327647 Expires 8/20/2023

Print Name: Don hhe Ga Notary Public, State of Florida

Notary Public, State of Florida Commission No.: 6632

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

**EXHIBIT A:** Mailed Notice

### **EXHIBIT A**



### **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

#### THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

PULTE HOME COMPANY LLC. 4901 VINELAND RD STE 500 ORLANDO, FL 32811 PARCEL ID: Please See Exhibit "B"

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at <a href="https://eastnassausd.net/">https://eastnassausd.net/</a>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

Craig Wrathell District Manager

#### **EXHIBIT A**

### **Summary of O&M Assessments**

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.

**Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as **41** unit(s) of **SF 55'**, **56** unit(s) of **MF 33'**, **34** unit(s) of **SF 40'**, **56** unit(s) of **SF 50'**, **35** unit(s) of **SF 65'**, and **157.56** acres of **Undeveloped Land – Pulte**, corresponding to **698** EAU(s) for the purposes of the O&M GF Assessments and **667.30** EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

#### 2. Schedule of O&M Assessments:

### **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
MF 33'	56	1.00	\$5.29
SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

### **O&M SRF DSAP # 1 Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq.	Proposed Annual O&M Assessment (including collection
		Ft./Acre	costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	70	0.87	\$209.93
SF 55'	151	1.00	\$241.30
SF 70'	72	1.28	\$308.87
Apartment	279	0.52	\$125.48
MF 33'	56	0.69	\$166.49
SF 40'	34	0.91	\$219.58
SF 50'	56	1.00	\$241.30
SF 65'	35	1.20	\$289.56
MF Attached	300	0.63	\$163.46
MF Detached	250	0.63	\$163.46
Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

#### 3. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount
\$158,253.47	\$164,711.98	\$6,458.51

4. Collection. By operation of law, the District's assessments each year constitute a lien against benefitted property located within the District just as do each year's property taxes. For Fiscal Year 2022/2023, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

PIN_DSP	OWNER_NAME_1	Unit Type
44-2N-27-1003-0166-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0167-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0168-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0169-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0170-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0171-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0173-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0174-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0175-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0178-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0179-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0180-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0181-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0182-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0183-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0185-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0186-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0193-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0207-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0210-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0211-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0212-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0213-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0214-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0220-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0222-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0224-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0227-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0229-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0233-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0234-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0235-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0236-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0237-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0240-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0242-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0243-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0244-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0245-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0246-0000	PULTE HOME COMPANY LLC	SF 55'
44-2N-27-1003-0247-0000	PULTE HOME COMPANY LLC	SF 55'
50-3N-27-1004-0018-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0019-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0026-0000	PULTE HOME COMPANY LLC	MF 33'

PIN_DSP	OWNER_NAME_1	Unit Type
50-3N-27-1004-0027-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0028-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0029-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0030-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0031-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0032-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0033-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0034-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0035-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0036-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0037-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0038-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0039-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0040-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0041-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0042-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0043-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0044-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0045-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0046-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0047-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0048-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0049-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0050-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0051-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0052-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0053-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0054-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0055-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0056-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0057-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0058-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0059-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0060-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0061-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0062-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0063-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0064-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0065-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0066-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0067-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0068-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0069-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0070-0000	PULTE HOME COMPANY LLC	MF 33'

PIN_DSP	OWNER_NAME_1	Unit Type
50-3N-27-1004-0071-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0077-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0078-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0079-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0080-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0081-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0082-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0083-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0084-0000	PULTE HOME COMPANY LLC	MF 33'
50-3N-27-1004-0014-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0015-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0021-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0022-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0023-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0024-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0025-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0072-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0073-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0074-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0075-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0076-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0085-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0086-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0087-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0088-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0089-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0090-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0091-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0117-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0118-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0119-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0120-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0121-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0122-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0123-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0124-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0135-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0136-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0137-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0138-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0139-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0140-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0141-0000	PULTE HOME COMPANY LLC	SF 40'
50-3N-27-1004-0001-0000	PULTE HOME COMPANY LLC	SF 50'

PIN_DSP	OWNER_NAME_1	Unit Type
50-3N-27-1004-0002-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0003-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0006-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0011-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0012-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0013-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0016-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0017-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0020-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0098-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0099-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0100-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0101-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0102-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0103-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0104-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0105-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0106-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0107-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0108-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0109-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0110-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0111-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0112-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0113-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0114-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0115-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0116-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0125-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0126-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0127-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0128-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0129-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0130-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0131-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0132-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0133-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0134-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0142-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0143-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0144-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0145-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0146-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0147-0000	PULTE HOME COMPANY LLC	SF 50'

PIN_DSP	OWNER_NAME_1	Unit Type
50-3N-27-1004-0148-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0149-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0150-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0151-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0152-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0153-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0154-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0155-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0156-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0157-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0158-0000	PULTE HOME COMPANY LLC	SF 50'
50-3N-27-1004-0004-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0005-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0007-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0008-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0009-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0010-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0092-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0093-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0094-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0095-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0096-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0097-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0159-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0160-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0161-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0162-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0163-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0164-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0165-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0166-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0167-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0168-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0169-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0170-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0171-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0172-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0173-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0174-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0175-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0176-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0177-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0178-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0179-0000	PULTE HOME COMPANY LLC	SF 65'

PIN_DSP	OWNER_NAME_1	Unit Type
50-3N-27-1004-0180-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-1004-0181-0000	PULTE HOME COMPANY LLC	SF 65'
50-3N-27-0000-0001-0430	PULTE HOME COMPANY LLC	157.56 Acres

### **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

#### THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

DOSTIF HOMES LLC. 9301 OLD KINGS RD S JACKSONVILLE, FL 32257 PARCEL ID: Please See Exhibit "B"

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at <a href="https://eastnassausd.net/">https://eastnassausd.net/</a>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

Craig Wrathell District Manager

#### **EXHIBIT A**

### **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 13 unit(s) of SF 30' and 1 unit(s) of SF 70' corresponding to 14 EAU(s) for the purposes of the O&M GF Assessments and 9.34 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

### 3. Schedule of O&M Assessments:

### **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
MF 33'	56	1.00	\$5.29
SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

### **O&M SRF DSAP # 1 Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	70	0.87	\$209.93
SF 55'	151	1.00	\$241.30
SF 70'	72	1.28	\$308.87
Apartment	279	0.52	\$125.48
MF 33'	56	0.69	\$166.49
SF 40'	34	0.91	\$219.58
SF 50'	56	1.00	\$241.30
SF 65'	35	1.20	\$289.56
MF Attached	300	0.63	\$163.46
MF Detached	250	0.63	\$163.46
Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. Proposed O&M Assessments for Your Property.

ual Dollar	Change in Annual Dolla Amount	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Current Annual O&M Assessment (October 1, 2021 – September 30, 2022
	\$109.50	\$2,327.86	\$2,218.36

5. Collection. By operation of law, the District's assessments each year constitute a lien against benefitted property located within the District just as do each year's property taxes. For Fiscal Year 2022/2023, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

PIN_DSP	OWNER_NAME_1	Unit Type
44-2N-27-1000-0005-0000	DOSTIE HOMES LLC	SF 30'
44-2N-27-1000-0006-0000	DOSTIE HOMES LLC	SF 30'
44-2N-27-1000-0008-0000	DOSTIE HOMES LLC	SF 30'
44-2N-27-1000-0009-0000	DOSTIE HOMES LLC	SF 30'
44-2N-27-1000-0016-0000	DOSTIE HOMES LLC	SF 30'
44-2N-27-1000-0017-0000	DOSTIE HOMES LLC	SF 30'
44-2N-27-1000-0028-0000	DOSTIE HOMES LLC	SF 30'
44-2N-27-1000-0029-0000	DOSTIE HOMES LLC	SF 30'
44-2N-27-1000-0030-0000	DOSTIE HOMES LLC	SF 30'
44-2N-27-1000-0033-0000	DOSTIE HOMES LLC	SF 30'
44-2N-27-1000-0034-0000	DOSTIE HOMES LLC	SF 30'
44-2N-27-1000-0035-0000	DOSTIE HOMES LLC	SF 30'
44-2N-27-1000-0036-0000	DOSTIE HOMES LLC	SF 30'
44-2N-27-1000-0083-0000	DOSTIE HOMES LLC	SF 70'

### **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

#### THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

MATTAMY JACKSONVILLE LLC 7800 BELFORT PKWY STE 195 JACKSONVILLE, FL 32256 PARCEL ID: Please See Exhibit "B"

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at <a href="https://eastnassausd.net/">https://eastnassausd.net/</a>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

Craig Wrathell District Manager

### **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 17 unit(s) of SF 45' and 10 unit(s) of SF 55' corresponding to 27 EAU(s) for the purposes of the O&M GF Assessments and 24.79 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

#### 3. Schedule of O&M Assessments:

#### **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
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SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
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MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

#### **O&M SRF DSAP # 1 Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq.	Proposed Annual O&M Assessment (including collection
		Ft./Acre	costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
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Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount
\$5,899.15	\$6,124.64	\$225.49

PIN_DSP	OWNER_NAME_1	Unit Type
44-2N-27-1003-0001-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0002-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0003-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0004-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0005-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0006-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0017-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0037-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0038-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0039-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0040-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0041-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0042-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0089-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0109-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0110-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0118-0000	MATTAMY JACKSONVILLE LLC	SF 45'
44-2N-27-1003-0015-0000	MATTAMY JACKSONVILLE LLC	SF 55'
44-2N-27-1003-0016-0000	MATTAMY JACKSONVILLE LLC	SF 55'
44-2N-27-1003-0022-0000	MATTAMY JACKSONVILLE LLC	SF 55'
44-2N-27-1003-0066-0000	MATTAMY JACKSONVILLE LLC	SF 55'
44-2N-27-1003-0067-0000	MATTAMY JACKSONVILLE LLC	SF 55'
44-2N-27-1003-0075-0000	MATTAMY JACKSONVILLE LLC	SF 55'
44-2N-27-1003-0077-0000	MATTAMY JACKSONVILLE LLC	SF 55'
44-2N-27-1003-0104-0000	MATTAMY JACKSONVILLE LLC	SF 55'
44-2N-27-1003-0113-0000	MATTAMY JACKSONVILLE LLC	SF 55'
44-2N-27-1003-0121-0000	MATTAMY JACKSONVILLE LLC	SF 55'

## **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

#### THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

RIVERSIDE HOMES OF N FL INC. 12276 SAN JOSE BLVD STE #120 JACKSONVILLE, FL 32223 PARCEL ID: Please See Exhibit "B"

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit

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Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

Craig Wrathell District Manager

### **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 43 unit(s) of SF 70′ corresponding to 43 EAU(s) for the purposes of the O&M GF Assessments and 55.04 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

#### 3. Schedule of O&M Assessments:

#### **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
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SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

#### **O&M SRF DSAP #1 Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.45	\$349.88
	<u> </u>		.'
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	70	0.87	\$209.93
SF 55'	151	1.00	\$241.30
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Apartment	279	0.52	\$125.48
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Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$13,022.12	\$13,508.88	\$486.76

PIN_DSP	OWNER_NAME_1	Unit Type
44-2N-27-1003-0060-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0061-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0070-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0071-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0072-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0080-0000	RIVERSIDE HOMES OF N FL INC	SF 70'
44-2N-27-1003-0100-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0123-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0124-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0125-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0126-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0127-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0128-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0129-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0130-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0131-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0132-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0133-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0134-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0135-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0136-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0137-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0138-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0139-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0140-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0141-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0142-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0143-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0144-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0145-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0146-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0147-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0148-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0149-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0150-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0151-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0152-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0153-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0154-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0156-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0157-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0164-0000	RIVERSIDE HOMES OF NORTH	SF 70'
44-2N-27-1003-0165-0000	RIVERSIDE HOMES OF NORTH	SF 70'

## **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

#### THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

WILDLIGHT LLC 1 RAYONIER WAY YULEE, FL 32097 PARCEL ID: Please See Exhibit "B"

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at <a href="https://eastnassausd.net/">https://eastnassausd.net/</a>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

Craig Wrathell District Manager

### **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as **38** unit(s) of **SF 55'** and **7** unit(s) of **SF 70'** corresponding to **45** EAU(s) for the purposes of the O&M GF Assessments and **46.96** EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

#### 3. Schedule of O&M Assessments:

#### **O&M GF Assessments**

Land Use	Total # of Units/	EAU Factor per	Proposed Annual O&M
	Sq. Ft./Acres	Unit/1,000 Sq.	Assessment (including collection
		Ft./Acre	costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
MF 33'	56	1.00	\$5.29
SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

#### **O&M SRF DSAP # 1 Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	70	0.87	\$209.93
SF 55'	151	1.00	\$241.30
SF 70'	72	1.28	\$308.87
Apartment	279	0.52	\$125.48
MF 33'	56	0.69	\$166.49
SF 40'	34	0.91	\$219.58
SF 50'	56	1.00	\$241.30
SF 65'	35	1.20	\$289.56
MF Attached	300	0.63	\$163.46
MF Detached	250	0.63	\$163.46
Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment	Proposed Annual O&M Assessment	Change in
(October 1, 2021 – September 30, 2022	(October 1, 2022 – September 30, 2023)	Annual Dollar Amount
\$11,148.30	\$11,569.54	\$421.24

PIN_DSP	OWNER_NAME_1	Unit Type
44-2N-27-1003-0172-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0176-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0177-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0184-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0187-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0188-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0189-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0190-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0191-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0192-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0194-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0195-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0196-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0197-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0198-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0199-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0200-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0201-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0202-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0203-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0204-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0205-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0206-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0208-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0209-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0215-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0216-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0217-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0218-0000	WILDLIGHT LLC	SF 55'
	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0221-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0223-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0225-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0226-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0228-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0230-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0231-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0232-0000	WILDLIGHT LLC	SF 55'
44-2N-27-1003-0155-0000	WILDLIGHT LLC	SF 70'
44-2N-27-1003-0158-0000	WILDLIGHT LLC	SF 70'
44-2N-27-1003-0159-0000	WILDLIGHT LLC	SF 70'
44-2N-27-1003-0160-0000	WILDLIGHT LLC	SF 70'
44-2N-27-1003-0161-0000	WILDLIGHT LLC	SF 70'
44-2N-27-1003-0162-0000	WILDLIGHT LLC	SF 70'

PIN_DSP	OWNER_NAME_1	Unit Type
44-2N-27-1003-0163-0000	WILDLIGHT LLC	SF 70'

## **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

#### THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

RAYDIENT LLC C/O PROPERTY TAX COORDINATOR 1 RAYONIER WAY YULEE, FL 32097 PARCEL ID: Please See Exhibit "B"

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit A.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at <a href="https://eastnassausd.net/">https://eastnassausd.net/</a>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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Sincerely,

Craig Wrathell District Manager

### **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 19,271.94 unit(s) of **Undeveloped Land Raydient** corresponding to 29,480.29 EAU(s) for the purposes of the O&M GF Assessments and 0 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

#### 3. Schedule of O&M Assessments:

#### **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
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Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount
\$123,522.40	\$155,950.72	\$32,428.32

PIN_DSP	OWNER NAME 1
50-3N-27-0000-0001-0320	RAYDIENT LLC
50-3N-27-0000-0002-0010	RAYDIENT LLC
01-3N-26-0000-0001-0000	RAYDIENT LLC
01-3N-26-0000-0001-0060	RAYDIENT LLC
02-3N-26-0000-0001-0150	RAYDIENT LLC
07-2N-27-0000-0001-0000	RAYDIENT LLC
07-2N-27-0000-0005-0000	RAYDIENT LLC
11-3N-26-0000-0001-0050	RAYDIENT LLC
12-2N-26-0000-0001-0000	RAYDIENT LLC
14-3N-26-0000-0001-0010	RAYDIENT LLC
18-2N-27-0000-0001-0000	RAYDIENT LLC
26-4N-26-0000-0001-0000	RAYDIENT LLC
32-4N-27-0000-0001-0000	RAYDIENT LLC
32-4N-27-0000-0001-0020	RAYDIENT LLC
32-4N-27-0000-0001-0030	RAYDIENT LLC
32-4N-27-0000-0001-0040	RAYDIENT LLC
33-4N-27-0000-0001-0000	RAYDIENT LLC
34-4N-26-0000-0001-0010	RAYDIENT LLC
35-4N-26-0000-0001-0110	RAYDIENT LLC
36-4N-26-0000-0001-0000	RAYDIENT LLC
37-3N-26-0000-0001-0000	RAYDIENT LLC
37-4N-26-0000-0001-0000	RAYDIENT LLC
38-2N-27-0000-0001-0160	RAYDIENT LLC
38-3N-26-0000-0001-0000	RAYDIENT LLC
38-4N-26-0000-0001-0000	RAYDIENT LLC
39-4N-26-0000-0001-0000	RAYDIENT LLC
41-3N-26-0000-0001-0030	RAYDIENT LLC
41-3N-26-0000-0001-0040	RAYDIENT LLC
43-3N-27-0000-0001-0030	RAYDIENT LLC
44-2N-27-0000-0001-0340	RAYDIENT LLC
44-3N-27-0000-0001-0000	RAYDIENT LLC
44-3N-27-0000-0001-0010	RAYDIENT LLC
44-3N-28-0000-0001-0520	RAYDIENT LLC
45-3N-27-0000-0001-0000	RAYDIENT LLC
45-3N-27-0000-0001-0010	RAYDIENT LLC
46-3N-27-0000-0001-0000	RAYDIENT LLC
47-3N-27-0000-0001-0000	RAYDIENT LLC
48-3N-27-0000-0001-0000	RAYDIENT LLC
48-3N-27-0000-0001-0010	RAYDIENT LLC
48-3N-27-0000-0002-0020	RAYDIENT LLC
48-3N-27-0000-0002-0040	RAYDIENT LLC
48-3N-27-0000-0002-0050	RAYDIENT LLC
48-3N-27-0000-0003-0000	RAYDIENT LLC
50-3N-27-0000-0001-0230	RAYDIENT LLC

PIN_DSP	OWNER_NAME_1
50-3N-27-0000-0001-0260	RAYDIENT LLC
50-3N-27-0000-0001-0310	RAYDIENT LLC
50-3N-27-0000-0001-0380	RAYDIENT LLC
50-3N-27-0000-0001-0390	RAYDIENT LLC
51-3N-27-0000-0001-0290	RAYDIENT LLC
51-3N-27-0000-0001-0300	RAYDIENT LLC
52-3N-27-0000-0001-0000	RAYDIENT LLC
54-3N-27-0000-0001-0000	RAYDIENT LLC
55-3N-27-0000-0001-0000	RAYDIENT LLC
56-3N-27-0000-0001-0000	RAYDIENT LLC

## **East Nassau Stewardship District**

## **OFFICE OF THE DISTRICT MANAGER**

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July 19, 2022

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  Assessment Unit ("EAU") basis for platted lots. Your property is classified as 940.07 unit(s) of Undeveloped Land Rayonier
  corresponding to 1,438.03 EAU(s) for the purposes of the O&M GF Assessments and 0 EAU(s) for the purposes of the O&M SRF
  DSAP #1 Assessments.

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4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$6,025.33	\$7,607.15	\$1,581.83

PIN_DSP	OWNER_NAME_1
23-3N-26-0000-0001-0010	RAYONIER FOREST RESOURCES LP
32-4N-27-0000-0001-0010	RAYONIER FOREST RESOURCES LP
41-3N-26-0000-0003-0000	RAYONIER FOREST RESOURCES LP
42-3N-27-0000-0001-0010	RAYONIER FOREST RESOURCES LP
48-3N-27-0000-0002-0000	RAYONIER FOREST RESOURCES LP
48-3N-27-0000-0002-0010	RAYONIER FOREST RESOURCES LP
50-3N-27-0000-0001-0280	RAYONIER FOREST RESOURCES LP
51-3N-27-4780-0003-0000	RAYONIER FOREST RESOURCES LP

## **East Nassau Stewardship District**

## **OFFICE OF THE DISTRICT MANAGER**

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July 19, 2022

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WILDLIGHT LLC C/O PROPERTY TAX COORDINATOR 1 RAYONIER WAY YULEE, FL 32097 PARCEL ID: Please See Exhibit "B"

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit A.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at <a href="https://eastnassausd.net/">https://eastnassausd.net/</a>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

Craig Wrathell District Manager

### **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 420.76 unit(s) of **Undeveloped Land Wildlight** corresponding to 2,335.22 EAU(s) for the purposes of the O&M GF Assessments and 1,559.80 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

#### 3. Schedule of O&M Assessments:

#### **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
MF 33'	56	1.00	\$5.29
SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

#### **O&M SRF DSAP # 1 Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	70	0.87	\$209.93
SF 55'	151	1.00	\$241.30
SF 70'	72	1.28	\$308.87
Apartment	279	0.52	\$125.48
MF 33'	56	0.69	\$166.49
SF 40'	34	0.91	\$219.58
SF 50'	56	1.00	\$241.30
SF 65'	35	1.20	\$289.56
MF Attached	300	0.63	\$163.46
MF Detached	250	0.63	\$163.46
Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$373,841.74	\$388,732.90	\$14,891.16

PIN_DSP	OWNER_NAME_1
06-2N-27-0000-0001-0000	WILDLIGHT LLC
06-2N-27-0000-0001-0020	WILDLIGHT LLC
39-2N-26-0000-0001-0070	WILDLIGHT LLC
41-3N-26-0000-0001-0060	WILDLIGHT LLC
44-2N-27-0000-0001-0270	WILDLIGHT LLC
44-2N-27-0000-0001-0360	WILDLIGHT LLC
44-2N-27-0000-0002-0030	WILDLIGHT LLC
50-3N-27-0000-0001-0370	WILDLIGHT LLC
50-3N-27-0000-0001-0400	WILDLIGHT LLC
50-3N-27-0000-0001-0410	WILDLIGHT LLC
44-2N-27-0000-0001-0400	WILDLIGHT LLC
44-2N-27-1000-00TB-0000	WILDLIGHT LLC
44-2N-27-1000-00TC-0000	WILDLIGHT LLC
44-2N-27-1000-00TF-0000	WILDLIGHT LLC
44-2N-27-1000-00TG-0000	WILDLIGHT LLC

# 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

#### THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

WILDLIGHT LLC C/O PROPERTY TAX COORDINATOR 1 RAYONIER WAY YULEE, FL 32097 PARCEL ID: 50-3N-27-0000-0001-0270

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

**Dear Property Owner:** 

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit A.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at <a href="https://eastnassausd.net/">https://eastnassausd.net/</a>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

Craig Wrathell
District Manager

#### Summary of O&M Assessments

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. Unit of Measurement. The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 1,500,000 unit(s) of Light Industrial & Distribution and 20,000 unit(s) of Retail corresponding to 1,520 EAU(s) for the purposes of the O&M GF Assessments and 572.75 EAU(s) for the purposes of the O&M SRF Commerce Park Assessments.

#### 3. Schedule of O&M Assessments:

#### **O&M GF Assessments**

Land Use	Total # of Units/	EAU Factor per	Proposed Annual O&M
	Sq. Ft./Acres	Unit/1,000 Sq.	Assessment (including collection
		Ft./Acre	costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
MF 33'	56	1.00	\$5.29
SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

#### **O&M Commerce Park Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Light Industrial & Distribution	1,500,000 Sq. Ft.	0.3625	\$111.40
Retail	20,000 Sq. Ft.	1.45	\$445.58

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

#### 4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount
\$6,368.80	\$184,045.10	\$177,676.30

# East Nassau Stewardship District OFFICE OF THE DISTRICT MANAGER

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Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

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July 19, 2022

#### **VIA FIRST CLASS MAIL**

WILDLIGHT LLC C/O PROPERTY TAX COORDINATOR 1 RAYONIER WAY YULEE, FL 32097 PARCEL ID: 50-3N-27-1005-05A1-0000

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

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Sincerely,

Craig Wrathell District Manager

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- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 250 unit(s) of MF Attached corresponding to 250 EAU(s) for the purposes of the O&M GF Assessments and 157.5 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

#### 3. Schedule of O&M Assessments:

#### **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
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Wellness Center/Private School	28 Acres	5.88	\$31.11
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SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
MF 33'	56	1.00	\$5.29
SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
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#### **O&M SRF DSAP #1 Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	70	0.87	\$209.93
SF 55'	151	1.00	\$241.30
SF 70'	72	1.28	\$308.87
Apartment	279	0.52	\$125.48
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Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
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4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$1,047.50	\$42,187.50	\$41,140.00

# East Nassau Stewardship District OFFICE OF THE DISTRICT MANAGER

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

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July 19, 2022

#### **VIA FIRST CLASS MAIL**

WILDLIGHT LLC C/O PROPERTY TAX COORDINATOR 1 RAYONIER WAY YULEE, FL 32097 PARCEL ID: 50-3N-27-1005-05B2-0000

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

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#### 3. Schedule of O&M Assessments:

#### **O&M GF Assessments**

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#### **O&M SRF DSAP #1 Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
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4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$1,257.00	\$50,625.00	\$49,368.00

# 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

#### THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

RAS WILDLIGHT OWNER LLC & ZE 77TH WILDLIGHT LLC ET AL C/O RAS WILDLIGHT MNGR LLC 6001 BROKEN SOUND PKWY STE 504 BOCA RATON, FL 33487 PARCEL ID: 44-2N-27-1000-00TA-0000

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit A.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at <a href="https://eastnassausd.net/">https://eastnassausd.net/</a>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

Craig Wrathell District Manager

### **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 279 unit(s) of MF Residential corresponding to 279 EAU(s) for the purposes of the O&M GF Assessments and 145.08 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

#### 3. Schedule of O&M Assessments:

#### **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
MF 33'	56	1.00	\$5.29
SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

#### **O&M SRF DSAP #1 Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	70	0.87	\$209.93
SF 55'	151	1.00	\$241.30
SF 70'	72	1.28	\$308.87
Apartment	279	0.52	\$125.48
MF 33'	56	0.69	\$166.49
SF 40'	34	0.91	\$219.58
SF 50'	56	1.00	\$241.30
SF 65'	35	1.20	\$289.56
MF Attached	300	0.63	\$163.46
MF Detached	250	0.63	\$163.46
Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54

4. Proposed O&M Assessments for Your Property.

nt Annual O&M Assessment 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$35,031.24	\$36,484.83	\$1,453.59

# 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

## THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

**BWS COMMERCIAL HOLDINGS LLC** 3 MARSH HAWK RD FERNANDINA BEACH, FL 32034 PARCEL ID: 44-2N-27-1000-00TE-0010

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at <a href="https://eastnassausd.net/">https://eastnassausd.net/</a>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

## **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as **33,400** unit(s) of **Commercial** corresponding to **33.40** EAU(s) for the purposes of the O&M GF Assessments and **48.43** EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

## 3. Schedule of O&M Assessments:

## **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
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SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
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Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
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Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.45	\$349.88
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Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$11,322.27	\$11,862.68	\$540.41

# 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

## THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

FIG14T RCCC 230 FL YULFF LLC 1695 TWELVE MILE RD #100 BERKLEY, MI 48072 PARCEL ID: 44-2N-27-1000-00TI-0000

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit

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Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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Sincerely,

## **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 10,833 unit(s) of Commercial corresponding to 10.83 EAU(s) for the purposes of the O&M GF Assessments and 15.71 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

## 3. Schedule of O&M Assessments:

## **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
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SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
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Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
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Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
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4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$3,696.69	\$3,847.56	\$150.87

# 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

## THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

FIRST FEDERAL BANK OF FLORIDA 4705 US HWY 90 W LAKE CITY, FL 32055 PARCEL ID: 44-2N-27-1000-00TH-0000

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit

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## **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 1,949 unit(s) of Commercial corresponding to 1.95 EAU(s) for the purposes of the O&M GF Assessments and 2.83 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

## 3. Schedule of O&M Assessments:

## **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
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4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$660.69	\$692.23	\$31.54

# 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

## THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

FLORIDA PUBLIC UTILITIES CO 1750 S 14TH ST STE 200 FERNANDINA BEACH, FL 32034 PARCEL ID: 44-2N-27-1960-0002-0000

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

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- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as **18,636** unit(s) of **Commercial** corresponding to **18.64** EAU(s) for the purposes of the O&M GF Assessments and **27.02** EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

## 3. Schedule of O&M Assessments:

## **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
MF 33'	56	1.00	\$5.29
SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	70	0.87	\$209.93
SF 55'	151	1.00	\$241.30
SF 70'	72	1.28	\$308.87
Apartment	279	0.52	\$125.48
MF 33'	56	0.69	\$166.49
SF 40'	34	0.91	\$219.58
SF 50'	56	1.00	\$241.30
SF 65'	35	1.20	\$289.56
MF Attached	300	0.63	\$163.46
MF Detached	250	0.63	\$163.46
Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$7,627.28	\$6,618.95	-\$1,008.33

# 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

## THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

IKM IMPACT WILDLIGHT LLC 10175 FORTUNE PKWY STE 504 JACKSONVILLE, FL 32256 PARCEL ID: 44-2N-27-1000-00TB-0010

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at <a href="https://eastnassausd.net/">https://eastnassausd.net/</a>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

## **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 63,273 unit(s) of Commercial corresponding to 63.27 EAU(s) for the purposes of the O&M GF Assessments and 91.75 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

## 3. Schedule of O&M Assessments:

## **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
MF 33'	56	1.00	\$5.29
SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	400 061 Ca Ft	-	
	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	70	0.87	\$209.93
SF 55'	151	1.00	\$241.30
SF 70'	72	1.28	\$308.87
Apartment	279	0.52	\$125.48
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SF 50'	56	1.00	\$241.30
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MF Attached	300	0.63	\$163.46
MF Detached	250	0.63	\$163.46
Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$21,448.91	\$22,472.67	\$1,023.74

# 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

## THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

LOW COUNTRY LAND TRUST 1 SLEIMAN PKWY STE 270 JACKSONVILLE, FL 32216 PARCEL ID: 44-2N-27-0000-0001-0410

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at <a href="https://eastnassausd.net/">https://eastnassausd.net/</a>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

## **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 89,187 unit(s) of Commercial corresponding to 89.19 EAU(s) for the purposes of the O&M GF Assessments and 129.32 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

## 3. Schedule of O&M Assessments:

## **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
MF 33'	56	1.00	\$5.29
SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	70	0.87	\$209.93
SF 55'	151	1.00	\$241.30
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SF 65'	35	1.20	\$289.56
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MF Detached	250	0.63	\$163.46
Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$25,424.25	\$31,676.55	\$6,252.30

# **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

## THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

PRD REAL ESTATE 2 LLC C/O PROFESSIONAL RESOURCE DEV PO BOX 768 EFFINGHAM, IL 62401 PARCEL ID: 44-2N-27-1000-00TD-0030

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit A.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at https://eastnassausd.net/. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

## **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as **4,390** unit(s) of **Commercial** corresponding to **4.39** EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

## 3. Schedule of O&M Assessments:

## **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
MF 33'	56	1.00	\$5.29
SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
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Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
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MF Detached	250	0.63	\$163.46
Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$1,488.17	\$1,559.20	\$71.03

# 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

## THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

RAYONIER OPERATING COMPANY LLC C/O PROPERTY TAX COORDINATOR 1 RAYONIER WAY YULEE, FL 32097 PARCEL ID: 44-2N-27-1960-0001-0000

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### **Dear Property Owner:**

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit A.

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Sincerely,

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- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 59,766 unit(s) of Commercial corresponding to 59.77 EAU(s) for the purposes of the O&M GF Assessments and 86.66 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

## 3. Schedule of O&M Assessments:

## **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
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Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$18,899.71	\$21,227.09	\$2,327.38

# 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

## THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

SS NASSAU LLC 2963 DUPONT AVE STE 2 JACKSONVILLE, FL 32217 PARCEL ID: 44-2N-27-1000-00TE-0000

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at <a href="https://eastnassausd.net/">https://eastnassausd.net/</a>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

## **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 27,685 unit(s) of Commercial corresponding to 27.69 EAU(s) for the purposes of the O&M GF Assessments and 40.14 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

## 3. Schedule of O&M Assessments:

## **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
MF 33'	56	1.00	\$5.29
SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	70	0.87	\$209.93
SF 55'	151	1.00	\$241.30
SF 70'	72	1.28	\$308.87
Apartment	279	0.52	\$125.48
MF 33'	56	0.69	\$166.49
SF 40'	34	0.91	\$219.58
SF 50'	56	1.00	\$241.30
SF 65'	35	1.20	\$289.56
MF Attached	300	0.63	\$163.46
MF Detached	250	0.63	\$163.46
Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$9,412.40	\$9,832.88	\$420.48

# 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

## THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

SS STORAGE LLC 2963 DUPONT AVE STE 2 JACKSONVILLE, FL 32217 PARCEL ID: 06-2N-27-0000-0001-0040

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit

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Sincerely,

## **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 82,500 unit(s) of Commercial corresponding to 82.50 EAU(s) for the purposes of the O&M GF Assessments and 119.63 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

## 3. Schedule of O&M Assessments:

## **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
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SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	400 061 Ca Ft	-	
	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
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Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
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4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$27,178.52	\$29,301.56	\$2,123.04

# 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

## THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

UNIVERSITY OF FLORIDA
JACKSONVILLE PHYSICIANS INC
653 W EIGHT STREET
JACKSONVILLE, FL 32209
PARCEL ID: 44-2N-27-0000-0001-0390

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### **Dear Property Owner:**

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit A.

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Sincerely,

## **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as **59,342** unit(s) of **Commercial** corresponding to **59.34** EAU(s) for the purposes of the O&M GF Assessments and **86.05** EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

## 3. Schedule of O&M Assessments:

## **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
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Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
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4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$15,254.55	\$21,076.50	\$5,821.95

# **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

## THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

WTC NORTH SBRC LLC & WTC NORTH DGS LLC 2963 DUPONT AVENUE STE 2 JACKSONVILLE, FL 32217 PARCEL ID: 44-2N-27-1000-00TD-0010

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit A.

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If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

#### **EXHIBIT A**

#### **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as **15,000** unit(s) of **Commercial** corresponding to **15** EAU(s) for the purposes of the O&M GF Assessments and **21.75** EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

#### 3. Schedule of O&M Assessments:

#### **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
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#### **O&M SRF DSAP #1 Assessments**

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Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$4,266.19	\$5,327.55	\$1,061.36

5. Collection. By operation of law, the District's assessments each year constitute a lien against benefitted property located within the District just as do each year's property taxes. For Fiscal Year 2022/2023, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

# **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

#### THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

WTC NORTH SBRC LLC & WTC NORTH DGS LLC 2963 DUPONT AVE STE 2 JACKSONVILLE, FL 32217

PARCEL ID: 44-2N-27-1000-00TD-0020

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit A.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at https://eastnassausd.net/. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

Craig Wrathell District Manager

#### **EXHIBIT A**

#### **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 22,100 unit(s) of Commercial corresponding to 22.10 EAU(s) for the purposes of the O&M GF Assessments and 32.05 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

#### 3. Schedule of O&M Assessments:

#### **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
SF 30'	26	1.00	\$5.29
SF 45'	70	1.00	\$5.29
SF 55'	151	1.00	\$5.29
SF 70'	72	1.00	\$5.29
Apartment	279	1.00	\$5.29
MF 33'	56	1.00	\$5.29
SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

#### **O&M SRF DSAP #1 Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	70	0.87	\$209.93
SF 55'	151	1.00	\$241.30
SF 70'	72	1.28	\$308.87
Apartment	279	0.52	\$125.48
MF 33'	56	0.69	\$166.49
SF 40'	34	0.91	\$219.58
SF 50'	56	1.00	\$241.30
SF 65'	35	1.20	\$289.56
MF Attached	300	0.63	\$163.46
MF Detached	250	0.63	\$163.46
Undeveloped Land - Pulte	157.56 Acres	2.9114	\$702.52
Undeveloped Land - Wildlight	420.76 Acres	3.7071	\$894.54

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$7,491.68	\$7,849.26	\$357.58

5. Collection. By operation of law, the District's assessments each year constitute a lien against benefitted property located within the District just as do each year's property taxes. For Fiscal Year 2022/2023, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

# **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

#### THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

FFLIPE LESTEVEZ BISHOP OF **DIOCESE OF ST AUGUSTINE** 11625 OLD ST AUGUSTINE RD JACKSONVILLE, FL 32258 PARCEL ID: 44-2N-27-1002-00P1-0030

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit A.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours or on the District's website at https://eastnassausd.net/. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

Craig Wrathell District Manager

#### **EXHIBIT A**

#### **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 23 unit(s) of **Private School** corresponding to 135.24 EAU(s) for the purposes of the O&M GF Assessments and 135.24 EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

#### 3. Schedule of O&M Assessments:

#### **O&M GF Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	488,061 Sq. Ft.	1.00	\$5.29
Wellness Center/Private School	28 Acres	5.88	\$31.11
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SF 40'	34	1.00	\$5.29
SF 50'	56	1.00	\$5.29
SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
MF Detached	250	1.00	\$5.29
Light Industrial & Distribution	1,500,000 Sq. Ft.	1.00	\$5.29
Retail	20,000 Sq. Ft.	1.00	\$5.29
Undeveloped Land - Pulte	157.56 Acres	3.0401	\$16.08
Undeveloped Land - Wildlight	420.76 Acres	5.5500	\$29.36
Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

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Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
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Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
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Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$31,793.13	\$33,349.08	\$1,555.95

5. Collection. By operation of law, the District's assessments each year constitute a lien against benefitted property located within the District just as do each year's property taxes. For Fiscal Year 2022/2023, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

# **East Nassau Stewardship District**

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#### THIS IS NOT A BILL - DO NOT PAY

July 19, 2022

#### **VIA FIRST CLASS MAIL**

SHANDS JACKSONVILLE FOUNDATION INC 655 WEST 8TH STREET JACKSONVILLE, FL 32209 PARCEL ID: 44-2N-27-1002-00P1-0040

RE: East Nassau Stewardship District

Fiscal Year 2022/2023 Budget and O&M Assessments

#### Dear Property Owner:

Pursuant to Chapter 2017-206, Laws of Florida ("Act"), and Chapters 170 and 197, Florida Statutes, the East Nassau Stewardship District ("District") will be holding two public hearings and a Board of Supervisors' ("Board") meeting for the purpose of adopting the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and levying operations and maintenance assessments ("O&M Assessments") to fund the Proposed Budget for Fiscal Year 2022/2023, on August 18, 2022, at 10:00 a.m., and at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The District is a special-purpose unit of local government established under the Act for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in Exhibit A.

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If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

Craig Wrathell District Manager

#### **EXHIBIT A**

#### **Summary of O&M Assessments**

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$1,160,620 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit ("EAU") basis for platted lots. Your property is classified as 5 unit(s) of **Welness Ctr** corresponding to **29.40** EAU(s) for the purposes of the O&M GF Assessments and **29.40** EAU(s) for the purposes of the O&M SRF DSAP #1 Assessments.

#### 3. Schedule of O&M Assessments:

#### **O&M GF Assessments**

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SF 65'	35	1.00	\$5.29
MF Attached	300	1.00	\$5.29
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Retail	20,000 Sq. Ft.	1.00	\$5.29
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Undeveloped Land - Raydient	19,271.94 Acres	1.5297	\$8.09
Undeveloped Land - Rayonier	940.07 Acres	1.5297	\$8.09

#### **O&M SRF DSAP #1 Assessments**

Land Use	Total # of Units/ Sq. Ft./Acres	EAU Factor per Unit/1,000 Sq. Ft./Acre	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Commercial	400 061 Ca Ft	-	
	488,061 Sq. Ft.	1.45	\$349.88
Wellness Center/Private School	28 Acres	5.88	\$1,418.85
SF 30'	26	0.62	\$149.61
SF 45'	70	0.87	\$209.93
SF 55'	151	1.00	\$241.30
SF 70'	72	1.28	\$308.87
Apartment	279	0.52	\$125.48
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Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar
		Amount
\$6,911.55	\$7,249.8	\$338.25

5. Collection. By operation of law, the District's assessments each year constitute a lien against benefitted property located within the District just as do each year's property taxes. For Fiscal Year 2022/2023, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

# EAST NASSAU STEWARDSHIP DISTRICT

80

#### **RESOLUTION 2022-18**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the East Nassau Stewardship District ("District") is a local unit of special-purpose government established by and existing under and pursuant to Chapter 2017-206, Laws of Florida, and the Uniform Special District Accountability Act, Chapter 189, Florida Statutes, as amended ("Act"); and

WHEREAS, the District is located entirely within Nassau County, Florida ("County"); and

**WHEREAS,** the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with Chapter 2017-206, Laws of Florida, and Chapter 189, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("Board") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("Adopted Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"), attached hereto as Exhibit "A;" and

**WHEREAS,** the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS,** the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS,** Chapter 2017-206, Laws of Florida, and Chapter 189, *Florida Statutes*, provide that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS,** it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("Uniform Method"), and the District has previously authorized the use of the Uniform Method

by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("Assessment Roll") attached to this Resolution as Exhibit "B," and to certify the portion of the Assessment Roll related to certain developed property ("Tax Roll Property") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("Direct Collect Property"), all as set forth in Exhibit "B;" and

**WHEREAS,** it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits "A" and "B,"** and is hereby found to be fair and reasonable.

**SECTION 2.** Assessment Imposition. Pursuant to Chapter 2017-206, Laws of Florida, and Chapters 170, 189 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

#### **SECTION 3.** COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. Tax Roll Assessments. The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in Exhibits "A" and "B."
- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Operation and maintenance special assessments

directly collected by the District are due in full on December 1, 2022; provided, however, that, to the extent permitted by law, the operation and maintenance special assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2022, 25% due no later than February 1, 2023 and 25% due no later than May 1, 2023. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2022/2023, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes, or other applicable law to collect and enforce the whole assessment, as set forth herein.

C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4.** Assessment Roll. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5.** Assessment Roll Amendment. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

### PASSED AND ADOPTED this 18<sup>th</sup> day of August 2022.

Craig Wrathell Secretary/Assistant Secretary		Mike Hahaj Chairman, Board of Supervisors					
				Exhibit A: Exhibit B:	Budget Assessment Roll (Unif Assessment Roll (Dire	•	

#### Exhibit A: Budget

**Exhibit B:** Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

# EAST NASSAU STEWARDSHIP DISTRICT

9

## FUNDING AGREEMENT BETWEEN THE EAST NASSAU STEWARDSHIP DISTRICT AND WILDLIGHT LLC

This Funding Agreement (the "Agreement") is made and entered into this 18<sup>th</sup> day of August 2022, by and between:

**EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, being situated in Nassau County, Florida whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"); and

**WILDLIGHT LLC,** a Delaware limited liability company and landowner within the District, with a mailing address of 1 Rayonier Way, Wildlight, Florida 32097 (hereinafter "Developer").

#### **RECITALS**

**WHEREAS,** the District was established pursuant to Chapter 2017-206, Laws of Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements permitted by the Act; and

**WHEREAS**, the District is presently party to litigation and the costs of such litigation is represented as the line item entitled "Legal: litigation" in the District's adopted FY 2022/2023 O&M Budget ("FY 2023 Budget"); and

**WHEREAS**, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to pay for the costs associated with the litigation pursuant to the FY 2023 Budget.

- **NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- 1. **PROVISION OF FUNDS.** Developer agrees to make available to the District such monies as are necessary to fund the litigation as reflected in the FY 2023 Budget.
- A. Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager.
- **B.** Developer and the District agree that all fees, costs or other expenses incurred by the District for the services related to the litigation contemplated by this Agreement shall be paid solely from the funds provided by Developer pursuant to this Agreement. Such

payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

- C. The District agrees to provide to Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Developer. The District agrees to provide to Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.
- **D.** Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.
- **E.** In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.
- 2. **TERMINATION.** Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.
- **3. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.
- **4. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **5. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

- **6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- **7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- **8. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to District:** East Nassau Stewardship District

2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager

With a copy to: Kutak Rock LLP

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

**B. If to Developer:** Wildlight LLC

1 Rayonier Way

Wildlight, Florida 32097 Attn: Mark Bridwell, Esq.

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

**9. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or

conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

- **10. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.
- 11. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.
- 12. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.
- 13. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:	EAST NASSAU STEWARDSHIP DISTRICT	
Secretary/Assistant Secretary	Chairman, Board of Supervisors	
WITNESSES:	WILDLIGHT LLC	
Print Name:		
Print Name:		

# EAST NASSAU STEWARDSHIP DISTRICT

#### **RESOLUTION 2022-19**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT ADOPTING THE STEWARDSHIP DISTRICT MANUAL FOR LAND MANAGEMENT OF CONSERVATION LANDS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

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

WHEREAS, Section 2(1)(c) of the Act provides, in part, that establishment of a special and limited purpose independent special district for the District lands will allow the management of, among others, an integrated Conservation and Habitat Network ("CHN"), which will provide a network of environmentally sensitive, regionally significant natural resources and CHN areas that will provide for landscape connectivity and protection of significant natural resources; and

WHEREAS, the CHN, located within the District and also a part of the East Nassau Community Planning Area Sector Plan ("ENCPA"), provides for reservation of the same to be set aside for perpetual conservation use ("Conservation Lands"); and

WHEREAS, Section 6(7)(g) of the Act provides the District with the special power "[t]o provide observation areas, mitigation areas, wetland creation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property, including the management, maintenance, and ownership of the CHN"; and

**WHEREAS**, the District adopted various Engineer's Reports, as amended and supplemented from time to time, all of which provide for the District's capital improvement plan including ownership, operation and maintenance of the Conservation Lands; and

WHEREAS, proper management of Conservation Lands requires varying levels of planning and implementation of management practices throughout the development stages broadly categorized into three stages as (1) pre-development, (2) development and (3) post-development; and

WHEREAS, during the pre-development and development stages, the management of Conservation Lands is governed by Forestry Best Practices guidelines, ENCPA, Detailed Specific Area Plans ("DSAP") pursuant to the ENCPA, preliminary development plans and applicable permits; and

WHEREAS, the District desires to adopt the Stewardship District Manual for Land Management of Conservation Lands for The East Nassau Community Planning Area Sector Plan, as the same may be amended from time to time ("Habitat Management Plan"), to provide guidance and resources for post-development management of the Conservation Lands in partnership with other entities who may have similar responsibilities; and

WHEREAS, the Habitat Management Plan provides guidance and resources for management of the Conservation Lands but in no way requires the District to provide all or any portion of the Habitat Management Plan's Conservation Lands management measures that may be above and beyond the requirements of the applicable federal and state laws, permits, rules and regulations governing the Conservation Lands; and

**WHERAS**, the implementation of the Habitat Management Plan shall be at the sole discretion and final decision of the District based upon available resources to the District.

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

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

**SECTION 2.** The District hereby declares and finds that it is in the best interests of the District to adopt the *Stewardship District Manual for Land Management of Conservation Lands for The East Nassau Community Planning Area Sector Plan*, as the same may be amended from time to time, and attached hereto as **Composite Exhibit A**. Therefore, the Habitat Management Plan is hereby approved and adopted. The Board of Supervisors ("**Board**") of the District may adopt amendments or supplements to the same, as necessary or convenient, upon a majority vote of the then-governing Board without the need to adopt a resolution supplementing this Resolution.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 18th day of August 2022.

ATTEST:	EAST NASSAU STEWARDSHIP DISTRICT
Craig Wrathell	Mike Hahaj
Secretary	Chairman, Board of Supervisors

Composite Exhibit A: Habitat Management Plan

# COMPOSITE EXHIBIT A HABITAT MANAGEMENT PLAN



#### STEWARDSHIP DISTRICT MANUAL FOR LAND MANAGEMENT OF CONSERVATION LANDS FOR THE EAST NASSAU COMMUNITY PLANNING AREA SECTOR PLAN

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PERMITS AND CONDITIONS

VOLUME III: LONG-TERM MANAGEMENT AND MAINTENANCE PLAN



# Stewardship District Manual for Land Management of Conservation Lands

The East Nassau Community Planning Area (ENCPA) Sector Plan encompasses approximately 24,000 acres of entitled lands.

This Plan includes properties that are being set aside for perpetual conservation use. Land management of these properties requires planning and careful management during the various stages of the buildout of the ENCPA. The stages are broadly categorized below:

- Pre-development managed under Forestry Best Practices guidelines
- Development managed consistent with Sector Plan, Detailed Specific Area Plans, Preliminary Development Plans, and applicable permits
- Post-development conservation lands are dedicated to the Stewardship District forperpetual maintenance, and are used as mitigation if dedicated through applicable permits

This manual is designed to provide guidance and resources for post-development management of the conservation lands as contemplated in the Sector Plan. All information presented herein is intended to be used as a guide and is subject to change without notice. This information is not intended to be relied upon as a binding document by the Landowner or the East Nassau Stewardship District.

### VOLUME I 2004-099

#### HABITAT MANAGEMENT PLAN FOR THE EAST NASSAU COMMUNITY PLANNING AREA, NASSAU COUNTY, FLORIDA

Submitted to:

Raydient, LLC/Wildlight, LLC 1 Rayonier Way Wildlight, Florida 32097

August 2022

Submitted by:

Breedlove, Dennis & Associates, Inc. 330 W. Canton Avenue Winter Park, Florida 32789 Phone: 407-677-1882

Jennifer L. Rosinski, Ph.D., PWS
W. Michael Dennis, Ph.D.
Principal Scientist
President

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#### 1.0 INTRODUCTION

The ENCPA Sector Plan establishes a long-range strategy for specific areas with the benefit of flexible development planning. The ENCPA Sector Plan is intended to incorporate specific development principles that include protecting unique natural resources through establishment of a Conservation and Habitat Network (CHN) (Exhibit 2). The CHN includes areas surrounding or including the St. Mary's River bluffs, Lofton Creek, other blackwater creeks, tributaries, and associated wetlands throughout the ENCPA. The CHN also includes uplands associated with the creeks and wetlands, creating wildlife corridors that connect significant natural habitats.

Creating a Detailed Specific Area Plan (DSAP) is the second step in the Sector Planning process, following creation of the ENCPA Master Plan. As DSAPs are established, development planning and permitting with state and federal agencies generally begins. During the permitting process with the respective agencies the wetland boundaries may be delineated and approved for each phase of development by the St. Johns River Water Management District (SJRWMD), U.S. Army Corps of Engineers (ACOE), Florida Department of Environmental Protection (FDEP), and/or other regulatory bodies having jurisdiction. The CHN boundary may be modified as jurisdictional wetland boundaries are delineated and approved during the permitting process. Conservation Easements (CEs) may be recorded over the CHN and other areas permitted by the SJRWMD, FDEP and/or ACOE as mitigation to offset wetland impacts. Management of these conservation easement areas is intended to maintain the ecological value of the habitat. This document is a guide that is intended to serve as a Habitat Management Plan (HMP) for the ENCPA, DSAPs within the ENCPA, the CHN. This HMP document is intended to be a framework for ongoing management of the CHN and CEs and as an adaptive management plan with flexibility to make changes as necessary.

#### 2.0 REGIONAL ECOLOGICAL FRAMEWORK

# 2.1 Environmental Protection Framework for the Conservation and Habitat Network

A principal guideline of the ENCPA is the protection of natural resources within the 24,000-acre± Sector Plan. Chapter 163.3245 of the Florida Statutes states that local governments can adopt into their comprehensive plans a Sector Plan to promote long-range planning and facilitate the protection of regionally significant resources, including regionally significant water ways and wildlife corridors. These regionally significant wetlands and corridors are designated as the CHN, which is intended to provide sustainable environmental resources and wildlife habitat. During the SJRWMD and ACOE permitting processes for DSAP #1, the CHN and mitigation plans were approved by both agencies as a regionally significant resource. The CHN established within the ENCPA includes approximately 10,172 acres of wetlands and uplands (Exhibit 2). The CHN and additional areas, as may be designated during subsequent state/federal permitting processes, will be placed under a CE (Section 5.0 of this document describes the details of the CEs) to offset and mitigate for unavoidable impacts to wetland resources. Wetland boundaries are delineated in the field and approved prior to each phase of permitting. Exhibit 3 depicts the jurisdictional wetland boundaries and distinguishes between the current field-delineated and surveyed wetland boundaries versus photo-interpreted wetland boundaries.

The ENCPA provides guidance regarding how to plan development to meet project objectives while enhancing and preserving the environmental values of locally and regionally-significant natural resources. Per the Nassau County Comprehensive Plan Policy FL. 13.07(A)(1), as stated in the ENCPA documentation, the CHN is subject to the following general guidelines and standards: 1) a management plan is intended to promote the maintenance of native species diversity, which may include controlled

burns; 2) new road crossings within the CHN are intended to be minimized; 3) road crossings within the CHN are intended to incorporate other design features to direct wildlife to the crossing as may be necessary to enhance the effectiveness of the crossings; 4) an environmental education program shall be developed for the CHN; 5) CHN boundaries shall be formally established when an abutting development parcel undergoes development permitting; and 6) silvicultural and agricultural activities are allowed to continue with the CHN in accordance with Best Management Practices (BMPs).

#### 3.0 ENVIRONMENTAL CONDITIONS

Utilizing the ENCPA boundary in the Sector Plan, the approximate total acreage is 22,635.50 acres. This boundary has not been formally surveyed and ENCPA language states that the area encompasses approximately 24,000 acres in northern Nassau County. The land use acreages discussed in this document are based on the total 22,635.50 acreage calculated from the Land Use Map. DSAP 1 is approximately 2,938 acres in size, located at the intersection of Interstate 95 and State Road 200 (A1A). An aerial photograph of the ENCPA and DSAP 1 sites is included as Exhibit 4.

#### 3.1 Soils

The U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) Soil Survey map for the ENCPA site is attached as Exhibit 5.

#### 3.2 Ecological Evaluation

Wetland boundaries throughout the ENCPA are based on the best available data, including photo interpretation and selective ground truthing, which are ultimately subject to modification as field delineations occur and agency site inspections are conducted. Exhibit 3 depicts the jurisdictional wetland boundaries as currently determined. Wetland delineations located within DSAP 1 have been reviewed, approved, and permitted through SJRWMD and ACOE. A formal wetland determination was issued by FDEP for the northeastern portion of the ENCPA.

# 3.3 Vegetative Communities/Habitats

The habitat types throughout the ENCPA are classified using Florida Land Use, Cover and Forms Classification System (FLUCFCS) data provided by the water management districts (Exhibit 6). Based on

FLUCFCS data, the ENCPA site consists of ~15,213.50 acres of upland communities, ~7,141.66 acres of wetland communities, and ~91.21 acres of surface waters. Developed Lands (110s), Other Lands (700s), and Roads and Utilities (800s) make up the remainder of the ENCPA (~189.13 acres). The FLUCFCS map will be updated as the extent of on-site jurisdictional wetlands is field delineated and reviewed by regulatory agencies.

#### 4.0 WILDLIFE HABITAT MANAGEMENT PLAN

#### 4.1 Introduction

Ecological goals of the ENCPA HMP are to preserve and protect both locally and regionally significant wetland systems, to enhance supporting upland habitats that serve as wildlife linkages to natural habitats, and to provide adequate crossings for wildlife and water conveyance. The HMP is intended to include resource management goals for preservation of habitat with regionally and ecologically significant connections to the forested and herbaceous wetlands throughout the site along with sufficient upland buffers on the ENCPA property. The preservation of the wetland strand systems may include areas surrounding or adjacent to blackwater creeks, wetlands along the St. Marys River, and associated upland buffers to provide for significant regional corridors and optimal regional connections throughout the ENCPA. These wetland strands provide excellent optimal foraging and nesting habitat for a variety of wetland dependent species.

# 4.2 Wildlife Crossings

The design of each DSAP within the ENCPA reflects a concerted effort to concentrate development and provide meaningful conservation of the area's natural resources consistent with the approved CHN. The CHN is intended to decrease landscape fragmentation, maintain natural wildlife linkages, and ensure the long-term protection of biodiversity and ecological functions.

Wildlife crossings may be maintained in areas where roads cross large wetland strands and conservation areas, including the CHN. Wildlife crossings within the CHN may be maintained to accommodate movements of amphibians, reptiles, and small to medium-sized mammals, while also maintaining necessary

hydrologic connectivity for wetland systems. Wildlife crossings may consist of one or more of the following designs:

- High Visibility Right-Of-Way: Highly visible, cleared roadway shoulders may be maintained throughout upland preserves to facilitate visibility and avoidance for both wildlife and motorists.
   This may include signs identifying sections of preserves where wildlife commonly cross, reduced speed zones, and other traffic quieting features.
- 2. Wildlife Culverts: Circular culverts with a diameter of 36" to 48", placed at normal pool elevation at the interface between uplands and wetlands, may be used to accommodate the movements of small to medium-sized mammals including bobcats (*Lynx rufus*), coyotes (*Canis latrans*), raccoon (*Procyon lotor*), Virginia opossums (*Didelphis virginiana*), spotted skunks (*Spilogale putorius*), and other species of wildlife.
- 3. Wetland Culverts: Circular culverts with diameters up to 36" may be placed in wetlands to maintain water flow and accommodate the movement of many smaller species of wildlife, particularly reptiles and amphibians.

Strategies for accommodating safe wildlife movement across roadways through upland sites, as well as maximizing safety to traveling motorists, may also include nighttime lighting and speed zones for automobiles. These and other design features will be further defined as final roadway plans are developed for each DSAP.

# 4.3 Listed Species

Species of wildlife and plants listed for protection under state and federal provisions that are known to occur within Nassau County, Florida, are represented in Exhibit 8. The likelihood of occurrence for listed species referenced in Exhibit 8 was rated as high, moderate, low, unlikely, or not applicable based on knowledge of a species' habitat preference and site conditions. A likelihood of occurrence given as "unlikely" indicates that no, or very limited, suitable habitat for this species exists on the site, but the site is within the documented range of the species; "not applicable" indicates that the habitat for this species does not exist on or adjacent to the site and/or the site is not within the documented range of the species.

# 5.0 CONSERVATION EASEMENTS

As permitting continues by phase through each DSAP, mitigation plans are prepared and approved by SJRWMD, FDEP, and/or ACOE. DSAP 1 is the first subset of the Sector Plan to obtain conceptually approved permits with approved mitigation plans (Exhibit 7). The approved mitigation areas may be placed under a CE following issuance of state and federal permits, consistent with the CHN requirements, and to offset wetland impacts concurrent with that phase of the project. Conservation areas are intended to be clearly marked with signage. CEs are granted to the SJRWMD, with third party beneficiary rights of enforcement granted to the ACOE. In addition, the CEs will contain provisions that grant the SJRWMD and ACOE the right to access and inspect the encumbered areas and to enforce the terms and conditions of the easement.

# 6.0 MANAGEMENT OF ON-SITE CONSERVATION AREAS

#### 6.1 Introduction

The HMP is intended to provide guidance for long-term protection and management of preserved wetland and upland habitats and resident wildlife species within the ENCPA. The following sections describe conservation measures and management practices that may be implemented to maintain and/or improve hydrologic connectivity and ecological functions and values provided by the wetlands and associated upland communities to be preserved in perpetuity.

A total of approximately 10,172 acres of wetlands, uplands, and surface waters on the ENCPA site are planned to be preserved under conservation easements that will be recorded upon issuance of state and federal construction permits as each phase of development is implemented. Preservation and enhancement of these areas will serve as mitigation to offset wetland impacts associated with the proposed development plan.

# 6.2 Conservation and Management of Wetlands, Uplands, and Surface Waters

The HMP is intended to be designed and implemented to include the following:

- Preserve large wetland strand areas that represent the native vegetation and wildlife habitats historically contained within the property;
- Incorporate upland buffers around the preserved wetlands to provide wildlife habitat and provide a low-impact transition between natural and developed areas;
- 3. Incorporate a wildlife linkage (CHN) that provides critical forage, habitat, and movement needs of resident listed and non-listed wildlife species;

- 4. Preserve and restore significant areas of uplands outside the 25-foot buffer within the CHN, to provide upland habitat for wetland-dependent species as well as upland species;
- 5. Restore altered uplands (planted pine [*Pinus* sp.]) by thinning the planted pines to natural stocking densities with a basal area ranging from 30-50 square feet (total cross-sectional area of trees at diameter at breast height per acre). Mechanical techniques such as roller chopping will be used to restore the natural grade and the native community types;
- 6. Restore altered wetlands where silviculture activities have encroached into wetlands by planting dense pine stands primarily along the edges. The planted pines will be thinned to a natural density (30 to 50 sq. ft. basal area) to mimic hydric pine flatwoods, which will encourage recruitment of native plant species. Over time, the topography will be restored to a more natural grade. If necessary, roller chopping will be conducted to help restore the natural topography;
- 7. Conduct maintenance of invasive, nuisance/exotic (N/E) plant species that commonly become established in disturbed sites and contribute to degradation of native community types.
- Maintain the majority of herbaceous wetlands on the property for continued use by listed wading birds; and
- 9. Incorporate a Surface Water Management System (SWMS) designed to maintain pre-development water quality, volumes, and flows, and existing wetland hydroperiods on the site.

# 6.3 Water Quality Protection

The SWMS is intended to provide treatment of stormwater prior to offsite discharge, and to comply with water quantity and quality criteria of SJRWMD. BMPs will be followed in accordance with F.A.C. 62-25-040(7) during construction. These BMPs may include the construction of swales, erosion and sediment control structures, turbidity barriers, and other measures that will prevent sediment transport into on-site

wetlands and/or to off-site locations. The goal is to maintain sedimentation pollution within acceptable limits.

The maintenance of existing water quality of on-site blackwater creeks, tributaries, and the St. Mary's River is a high priority of the stormwater and project design. The SWMS will protect the water quality of receiving waters to comply with SJRWMD Environmental Resource Permit requirements and local criteria that may apply.

# 6.4 Fire and Smoke Management

Fire is a natural occurrence within the historic native pine flatwoods community that comprises a component of the proposed upland conservation areas. Under the HMP, a regular burn management program, as appropriate and in areas away from development, is intended to promote an open landscape with scattered pines, a low understory of grasses, and a diverse component of herbaceous plants. The influence of fire will stimulate the growth of endemic plants, maintain a mix of structure and composition within vegetation communities, and consequently, contribute to a high degree of wildlife biodiversity. Leaf litter, pine needle duff, and debris accumulating on the ground can contribute to prolonged surface fires and increase resource damage from unplanned wild fires. Pine needles suspended by shrubs and low branches contribute to heavy fuel loading, creating ladder fuels that can carry fire up into tree canopies. Most fires were historically caused by lightning strikes. The flora and fauna of natural pine flatwoods communities are adapted to periodic fires to control understory density and to stimulate pine recruitment. Implementation of a burn program that mimics natural fire occurrences and intensities within the upland conservation areas will serve to reduce hazardous accumulations of vegetative fuels and minimize risks to public safety and private property associated with occurrences of wildfires. Additional benefits to wildlife

include greater availability of open spaces, increased diversity and opportunity for herbaceous foraging, and facilitation of animal movement between the various habitats within the landscape.

In areas of the ENCPA where prescribed burns can be conducted, the burn rotation will be targeted for every three to five years or as necessary based on periodic reviews of upland areas. This short-return interval will limit hazardous fuel accumulation and minimize fire intensity, both of which are important considerations for proposed, adjacent developed lands. Burn cells will be designated by natural and manmade internal fire breaks. Approximately 20 to 50 acres would be targeted for prescribed fires each year with burn cell boundaries, subject to modification as specific cells are prepared for initial burning. Burns will be scheduled on a priority basis and executed only when site and weather conditions are favorable for successful achievement of the above management goals.

The specific objectives of the prescribed burning program will be as follows:

- 1. To maintain the ecological health and diversity of vegetative associations that historically evolved in response to natural fire (e.g., pine flatwoods or xeric uplands).
- 2. To maintain and enhance suitable habitats for resident wildlife.
- To reduce hazardous accumulations of natural vegetative fuels, minimizing the risk to human safety and property from wildfires.

Site-specific smoke management and burn plans will be developed in accordance with Florida Division of Forestry (FDOF) guidelines to minimize the potential for impact to adjacent residential areas.

Special considerations that will be addressed for each prescribed burn will include: 1) reduction of emissions; 2) identification, avoidance, or special timing of smoke-sensitive areas; and 3) burning only when atmospheric conditions assure good smoke transport and dispersion.

All prescribed burns and smoke management plans will be prepared by a certified professional and submitted to the FDOF for review and permit approval prior to implementation. Local weather sources will be consulted to confirm that suitable weather conditions exist the day of the planned burn and local authorities will be notified prior to initiating prescribed burn activities.

Educational materials may be provided to all residents and business owners regarding the need for prescribed fire to manage the natural preserves as well as for wildfire suppression and protection of human life and property. Educational materials and delivery methods may include, but not be limited to: literature, brochures, websites, videos, slideshows, and Microsoft® PowerPoint presentations for local organizations and businesses. Educational materials will be obtained from either the national Firewise Communities/USA program or similar State of Florida program. In addition to ongoing public awareness efforts regarding benefits of prescribed burning involving the Stewardship District, the Property Owners Association, Homeowners Association, or Community Development District will ensure the timely and accurate dissemination of information to alert the community in advance of any fire management events. This will help to ensure a safe and appropriate response by the community during prescribed burns.

#### 6.5 Nuisance and Exotic Species Maintenance

#### 6.5.1 Nuisance Plant Species

Several N/E plant species listed on the Florida Exotic Pest Plant Council Invasive Plant List and Department of Agriculture and Consumer Services Noxious Weed List were observed within the proposed conservation

areas during on-site field investigations and mitigation monitoring. Observations included species such as torpedograss (Panicum repens), cattail (Typha sp.), Chinese tallowtree (Sapium sebiferum), and Carolina willow (Salix caroliniana), mainly scattered occurrences within the wetlands. Presence of N/E plant species will be documented during all monitoring events conducted in association with the proposed monitoring plan for the phases of the project sites. Coordination with a professional firm certified by the State of Florida in the control of N/E plant species will be conducted to locate and treat N/E plant species in an effort to maintain the total areal cover of these species below 10% as part of the mitigation/management activities. Herbicide application and/or physical removal will be utilized with appropriate environmental safeguards during the first monitoring year on an as-needed basis to establish initial control of these species. Designated conservation areas, buffers, and edges of retained wetlands will be inspected at least annually for the establishment of the Category I Invasive Plant Species. Any such plants observed during scheduled annual reviews or during an unscheduled review will be tagged and removed to prevent further propagation. Maintenance will be conducted on an annual basis during subsequent years. Maintenance of N/E plant species will be performed on an as-needed basis in perpetuity within all conservation areas. Incorporation of native vegetation in post-development landscaping to the greatest extent feasible will provide an additional mechanism for N/E species control by reducing or eliminating the potential for these species to spread to the conservation areas.

# 6.5.2 Nuisance Animal Species

Feral pig (Sus scrofa) tramping and wallowing can cause devastation to ecologically sensitive native habitats and wildlife. Feral pig wallows can adversely affect ponds and wetlands by muddying the water, creating algal blooms, destroying aquatic vegetation, and lowering overall water quality, affecting downstream receiving waters. In addition, digging and rooting activity of feral pigs near a watercourse leads to bank erosion, which in turn leads to poor fish production. Feral pig behavior also directly affects

wildlife populations. Feral pigs not only compete with white-tailed deer (*Odocoileus virginianus*) populations but they have also been associated with the population declines of northern bobwhite (*Colinus virginianus*) and wild turkey (*Meleagris gallopavo*) by damaging and destroying food and nesting sites for native animals.

If feral pig populations become a nuisance within the mitigation areas, a management program may be implemented to control the on-site population of this invasive species. This non-native animal has the potential to cause damage to the native habitats proposed for conservation under the HMP. Complete eradication may not be practicable given the presence of feral pig populations on adjacent lands coupled with the existing and proposed wildlife linkages throughout the site.

A variety of methods are available for management of this species ranging from live trapping and removal to lethal hunt and capture techniques. Management methods will be chosen and implemented based on practicability, site conditions, population densities, public safety, and cost effectiveness. Observations of feral pig activity documented during future monitoring events associated with the proposed monitoring plan will serve as a basis for evaluating the effectiveness of specific control methods and allow for adaptive management of feral pig populations within the proposed conservation areas.

#### 6.6 Wildlife

Implementation of the HMP is intended to protect large mosaics of contiguous wetland and upland habitats within the site, thereby providing continuous ecological connections to the off-site natural lands. Implementation of the proposed enhanced preservation activities will provide for significantly improved foraging, nesting, and breeding habitat for a wide variety of wildlife species, such as the white-tailed deer, wild turkey, numerous wading birds, and other wetland-dependent and wetland-independent species. Box

culverts of appropriate dimensions and fencing to direct wildlife toward the crossings will also be placed along access roads to facilitate wildlife movement between on- and off-site habitats. Wildlife species utilizing the conservation areas post-development will be documented during future monitoring events associated with the proposed monitoring plan and adaptive management techniques will be implemented to provide continued habitat support for wildlife species. Individual listed wildlife species were previously discussed in detail in Section 4.3.

# 6.7 Monitoring Program

A monitoring program is established through permitting with SJRWMD and ACOE to document environmental conditions for wetland and upland mitigation areas and to determine when the enhancement criteria have been met. The general components of the monitoring program include data collection for a variety of attributes including qualitative and quantitative vegetation sampling, hydrologic monitoring, wildlife observations, and photographic documentation at representative locations.

Within each restoration area, a sufficient number of 25-foot-wide belt transects were established to sample a minimum of 10% of these areas. Monitoring within each belt transect will identify the overall percentage of each tree species, the number and species of any trees planted (if applicable), and the percent survival of any species of planted tree; summarize the natural community; estimate the natural establishment and/or recruitment of target vegetative species; and quantify the presence of N/E vegetation. Short-term monitoring will take place annually for an expected term of 5 years per SJRWMD and ACOE permit conditions. Monitoring within each of the sampling plots will identify the composition of groundcover species, quantify the percent cover of each species, and quantify the presence of N/E vegetation.

Metrics that may be used during short-term monitoring iterations to evaluate success include vegetation composition, wetland hydroperiod assessment, and percent occurrence of nuisance and exotic plant species. The criteria being monitored will include data collected in the following three strata:

- Canopy stratum: species composition, density estimates, and estimated percent canopy closure (utilizing a densiometer) within a standard-sized plot (round or square)
- Sapling/Shrub stratum: species composition, density, and estimated percent cover within a standard-sized plot (round or square)
- Groundcover stratum: species composition and estimated percent cover (including estimates for woody debris and litter) within a standard-sized plot (round or square)

Long-term monitoring efforts will be conducted once every 5 years within the mitigation areas, after the SJRWMD and ACOE have signed off on the short-term monitoring results and approved that the initial success criteria have been met. Monitoring of the sites once every 5 years will document the effectiveness of management efforts within the wetlands and uplands.

#### 6.8 Education and Outreach

A goal of the HMP is to enhance public awareness of the importance of the habitats on the ENCPA site and inform residents of the natural flora and fauna that occur within their own neighborhood. The Education Program is envisioned to be phased with the specific elements implemented as development activities progress throughout the entirety of the ENCPA. Each element is intended to build on previous elements, ultimately producing a comprehensive environmental education program that achieves the goal of encouraging protection of the wildlife and natural habitats incorporated within the CHN.

The Education Program may include elements that will be targeted to provide the following specific objectives:

# Documentation of the ENCPA, DSAP and SJRWMD Permitting Requirements Specific to the <u>CHN</u>

The operating entity (e.g., Home Owners Association, Community Association, permittee, etc.) will be provided with documents including permits, management plans, and other CHN-controlling authorizations in order to ensure that the proper mechanisms are established to implement them. Annual meetings may be held to review the CHN provisions and their implementation, as necessary. An operating entity representative will be designated to conduct this review and report at an annual meeting of the operating entity.

#### 2. Educational Outreach

With the approval of each DSAP, education outreach opportunities will be identified and implemented. These may include nature walks, nature programs, land management involvement opportunities and other specific programs to enlighten and educate residents of East Nassau, and the county as a whole, as to the natural values incorporated in the CHN; and provide nature-oriented recreation opportunities.

#### 3. CHN Management Board

It is envisioned that a CHN Management Board (Board) may be formed. The Board will have a three-pronged focus: coordinated land management of the CHN; development of comprehensive, nature-oriented educational opportunities; and organization of nature-oriented recreational programs. Operational guidelines will be established by the first Board at the time of organization.

Consistent with Nassau County 2030 Comprehensive Plan Future Land Use Element policy FL.13.07(A)(1)(d), an environmental education program will be created for each DSAP during the SJRWMD permitting process.

The intent will be to work with the school to take advantage of the environmental education opportunities available on the site. The master development plan conserves key natural areas, provides important habitat for indigenous wildlife, and provides a system of natural areas that facilitate the use, enjoyment, and educational value of the property's natural ecosystems.

A goal of the educational component of the plan is to enhance public awareness of the importance of the habitats on the East Nassau project site and inform residents of the natural flora and fauna that may be found within the property. Outdoor education programs intended to be implemented within the project site may include nature walks and other programs. Additionally, the plan proposes installation of low-impact nature trails and multi-use paths throughout the property (Comprehensive Plan – Policy FL.13.04). The trails will incorporate interpretive elements such as signs and kiosks, which provide students, residents, and visitors with information regarding the various wetland and upland habitats and the wildlife that may be found within them. The proposed large upland and wetland preserves will provide valuable outdoor classrooms for teaching local school children and residents of all ages that value living in harmony with Florida's natural and cultural resources.

#### 6.9 Goals

Implementation of the HMP will promote the conservation objectives of the CHN. The wetlands remaining post-development will continue to provide habitat for resident wildlife species. The creation of wet

retention ponds will provide for increased contiguity of habitat to other areas of the site that are underutilized because of lack of hydrology and provide additional functional habitat to wildlife species for loafing, nesting, resting, and/or feeding. The current functions and values on the site are expected to be increased and maintained through the creation of a SWMS associated with the project site.

The wetlands proposed for preservation throughout the ENCPA are regionally significant and connect to regionally significant resources offsite as well (St. Marys River and Nassau River). Preservation of enhanced upland habitats adjacent to the wetland conservation lands described above will also contribute to the ecological value of habitat linkages throughout the site. Proposed enhanced upland preservation areas will offer habitat diversity within the conservation linkages and habitat support of large, preserved wetland systems on the project. Successful achievement of the HMP goals will be documented through implementation of the monitoring plan designed for the ENCPA.

To meet the objectives of the approved compensatory mitigation plan, the wetland restoration areas will achieve the following performance standards as conditioned in the ACOE permit (SAJ-2014-02316) for DSAP 1:

- At least 80% cover by appropriate wetland species (i.e., Facultative [FAC] or wetter);
- Less than 10% total cover by Category I and II invasive exotic plant species, pursuant to the most recent list established by the Florida Exotic Pest Plant Council, and including the nuisance species Peruvian primrosewillow (*Ludwigia peruviana*), dogfennel (*Eupatorium capillifolium*), bermudagrass (*Cynodon dactylon*), bahiagrass (*Paspalum notatum*), and cattail;
- Less than 20% mortality of any planted wetland species;
- Hydrologic conditions supporting soils that are saturated to the surface between 5% and 12.5% of the growing season; and

If the restoration areas do not retain an 80% canopy of wetland vegetation within three years,
 supplemental plantings of wetland canopy species will be implemented in accordance with the
 permit conditions to promote growth by target vegetation.

These performance standards shall be achieved by the end of the 5-year monitoring period for each mitigation site, with no maintenance during the fifth year of monitoring. In the event the performance standards have not been achieved, an approved remediation program will be implemented in accordance with the permit conditions.

# 6.10 Adaptive Management

Adaptive management is intended to modify management strategies in response to new data as needed during the habitat restoration and enhancement processes. Wildlife utilization, abundance, and diversity of species can be assessed as a reliable indicator of the productivity and success of the HMP management strategies. The incorporation of adaptive management into the overall plan will provide opportunities to modify those elements of the HMP to reflect new information that may become available as continued surveys and monitoring are conducted. This will allow for adjustments to be incorporated into the on-site management and maintenance plans, if results of the monitoring program indicate that the proposed goals are not being achieved or that the management design may need to be modified to better achieve the proposed goals for wildlife habitat.

Species indicative of successful wildlife management efforts include wild turkeys, white-tailed deer, wading birds (including listed species), dabbling ducks, and migratory songbirds. Regeneration of grasses and forbs would be indicators of successful vegetation management efforts. Seasonal wildlife population and vegetation survey data will be collected during bi-annual wetland and upland monitoring events.

Trends in animal populations and plant communities will become evident once the data is interpreted over the course of time. Modifications to management strategies may be made, as necessary, to meet proposed goals.

# 6.11 Summary of Conservation and Management Measures

The ENCPA Sector Plan and Comprehensive Plan policies describe the conservation measures that may be employed for long-term protection and management of preserved wetland and upland habitats and resident wildlife species. Proposed conservation measures and management practices are intended to benefit local and regional wildlife by maintaining and/or improving hydrologic connectivity and ecological functions and values that are typical of wetlands, lakes, and associated upland communities. The conservation areas will also provide aesthetic, educational, and recreational benefits for local and regional residents. The following is a summary of the proposed conservation and management measures that may be implemented, and the conservation benefits that may be anticipated to result from implementation of these measures:

Preserve natural values and functions within the region for benefit of wildlife and human quality
 of life

#### Wetland Preservation

- Wetlands within the mitigation areas and CHN will be protected in perpetuity through recordation of a conservation easement
- o Permanent protection from future disturbances to the vegetative community structure
- Natural plant communities in clearcuts will regenerate over time, resulting in enhanced wetland function and increased benefit to resident and regional wildlife

- Protection from future disturbances will result in increased habitat diversity and quality as
   communities re-establish and mature
- Long-term conservation benefits to local and regional wildlife

#### • Wetland and Surface Water Enhancement

- o Removal of N/E plant species to improve habitat diversity and value
- o Restore or maintain natural sheet flow and hydrology on the site
- Improve regeneration of native plant communities from remaining and adjacent seed sources
- Enhance and/or restore habitat diversity for the benefit of resident and regional wildlife

# • Upland Enhancement

#### Buffers

- permanent preservation of forested buffers will improve wildlife habitat quality,
   improve water quality, and protect wetlands from future disturbances
- uplands protected in perpetuity through recordation of conservation easement
- preservation will protect from further disturbance and allow natural regeneration
   of native plant communities and wildlife habitats typical of uplands
- implementation of long-term prescribed fire and/or other management techniques
   and N/E plant management programs
- allow native vegetative community to regenerate
- improve quality and diversity of upland wildlife habitat

#### • Wildlife Habitat linkages

- Allow for large contiguous linkages
- Reduce landscape fragmentation
- Increase habitat heterogeneity

- o Provide habitat for upland, wetland, wetland-dependent, and aquatic species
- o Provide buffers wider than required for wetlands within linkages
- Ensure long-term preservation of biodiversity and ecological functions and connectivity
   (e.g., hydrologic connectivity) to off-site adjacent and regional landscapes
- Ensure genetic health of animal populations by providing connectivity within regional populations
- Provide landscape connectivity along Lofton Creek and other blackwater creeks through the ENCPA as part of the CHN

# • Surface Water Protection

- o Prevent future disturbances to water quality and surface water habitat
- Improve habitat quality by providing deep and shallow waters within the SWMS that afford long-term conservation benefits to a variety of species

# 7.0 SILVICULTURAL AND AGRICULTURAL ACTIVITIES

As part of the Future Land Use Element of the Comprehensive Plan, Policy FL.13.13, silvicultural and agricultural activities will continue to be allowed within the CHN. When final boundaries of any portion of the CHN are established as described in Section 2.1, a silvicultural management plan will be developed in accordance with BMPs to protect the conservation objective of the CHN. Silvicultural activities will be allowed within a parcel until building permits are issued for the parcel. After development, such activities will be limited to the range of allowable uses for the applicable land use sub-category, unless these uses are provided for by the development order applicable to such parcel.

#### 8.0 ST. MARYS RIVER GREENWAY

The Future Land Use Policy in the Comprehensive Plan for the ENCPA established specific development criteria for the St. Marys River Greenway (Greenway). The Greenway shall consist of the areas with remarkable high topography (bluffs) adjacent to the St. Marys River or Bells River in locations as depicted on the adopted ENCPA Master Land Use Plan. The development design of areas adjacent to the St. Marys River within the Greenway will focus on the protection of the bluffs and view of the river. These areas will be preserved for the unique visual and physical characteristics of the riverfront and bluffs. The following development guidelines shall be enforced to ensure consistency with this policy:

- A) The Greenway shall have an average minimum width of 100 feet, with a minimum width of 50 feet in any one location;
- B) Development within the Greenway shall include points of public access for the purposes of providing non-vehicular pedestrian connectivity to key locations in the resort area and to the internal ENCPA multi-use pathway system; and
- C) Development within the Greenway shall be limited to river access facilities observation decks and walkways, educational or conservation centers, golf courses, walking trails, and other passive recreational uses. Golf course areas within the Greenway shall not be permitted within the minimum required 50 feet buffer area.

A more detailed management plan for this area will be provided at the time site plans for this area are developed.

# 9.0 END REFERENCES

- 1. Florida Department of Transportation. 1999. Florida Land Use, Cover and Forms Classification System. Third Edition. 91pp.
- 2. Florida Natural Areas Inventory. 2010. Natural Resource Inventory for Osceola County, Florida. Florida Natural Areas Inventory. Tallahassee; (FL).

# Volume II

# E. NASSAU COUNTY PLANNING AREA FEDERAL & STATE PERMITS and CONDITIONS

#### DSAP 1

State Permit – St. Johns River Water Management District (SJRWMD)

Conceptual Permit – #139976-1

Issued: June 22, 2015

Conceptual Permit - #139976-46

Modified in 2019 to remove the Wildlight Commerce Center project area from the conceptual permit.

Revised acreage: 2,938 acres to 2,777.68

Permit Valid for 20-years

Numerous construction permits have been issued. Permits with mitigation include:

#139976-2 - Elementary school

#139976-3 - Market Street

#139976-6 - North Village Center

#139976-7 - Haul Road & 84 Lots

#139976-17 - Wildlight Phase 1C

#139976-47 - Commerce Park

#139976-54 – Pod 7, Phases I and II (Pulte Project)

#139976-55 - Pod 4 Mass Grading

#139976-61 – Pod 4 Mass Grading Modification

Pending permit applications

#139976-59 – Wildlight Avenue Extension

# Federal Permit – Department of the Army, Corps of Engineers (ACOE)

Individual Permit – SAJ-2014-02316

Issued: September 30, 2015 Permit Valid for 25 years

Two modifications were issued by ACOE.

SAJ-2014-02316 – Modification – 1 for changes in impacts and wetland acreage for Wildlight Phase 1C SAJ-2014-02316 – Modification – 2 for changes in impacts and wetland acreage for Commerce Park

Third modification was assumed by DEP and is pending for Pods 4, 5, 6, and 7.

3<sup>rd</sup> modification is for remaining wetland acreage changes and some wetland impact changes.

Approved Jurisdictional Determination for SAJ-2015-02316.

Expired: August 27, 2020

# **DSAP 1: Permit Conditions for Mitigation**

#### **SJRWMD**

Mitigation will occur in phases to offset the impacts per phase.

A conservation easement must be recorded 1) before dredging, filling or clearing any wetland or surface water for which mitigation is required, 2) before the sale of any parcel or lot, 3) before recording the subdivision plat or 5) before use of infrastructure for its intended use, whichever occurs first.

#### ACOE

# Mitigation Conditions based on the last approved Modification - 2

#### Wetland Restoration

0.93 acre of trail roads to be removed and elevation/grade restored to wetland elevation.

86.59 acres **minimum** of planted pine to be restored to wet pine flatwoods.

- selectively remove slash pine to 50 basal area.
- remove beds and furrows to restore to natural elevation and grade.

#### Wetland Preservation

949.09 acres minimum

#### **Upland Restoration**

247.58 acres **minimum** will be restored to upland pine flatwoods.

- selectively remove slash pine to 50 basal area.
- remove beds and furrows to restore to natural elevation and grade.

#### **Upland Preservation**

11.63 acres

#### **ACOE Mitigation Performance Standards**

- Achieve at least 80% cover by appropriate wetland species,
- Cover of Category I and II invasive plant species, pursuant to the most current list established by the Florida Exotic Pest Plan Council and the nuisance species primrose willow (*Ludwigia peruviana*), dog fennel (*Eupatorium capilllifolium*), bermudagrass (*Cynodon dactylon*), bahiagrass (*Paspalum notatum*), and cattail (*Typha* spp.) shall total less than 10%,
- Have less than 20% mortality of any planted wetland species,
- Maintain hydrologic conditions supporting soils that are saturated to the surface between 5 and 12.5% of the growing season,
- If restoration does not meet 80% canopy of wetland vegetation within 3 years, the permittee shall promote the growth of target vegetation by randomly planting an equal mixture of cypress (*Taxodium* sp.), sweetbay (*Magnolia virginiana*), loblolly bay (loblolly bay (*Gordonia lasianthus*), and swamp tupelo (*Nyssa sylvatica* var. *biflora*) at a density of a minimum of 100 stems per acre of 3-gallon size, 5-6 feet in height, no single species comprises more than 30% of the total number of trees planted,
- The Performance Standards must be achieved by the end of the 5-year monitoring period. Remediation will be required if the Performance Standards are not met.

# ACOE Monitoring and Reporting

# **Restoration Area Monitoring**

- Establish 25-foot-wide belt transects covering a minimum of 10% of the area,
- Identify the overall percentage of each species of tree, number planted (if planting occurred), percent survival of planted trees, summarize the natural community, estimate natural recruitment of target species and quantify the presence of nuisance/exotic vegetation.

- Establish 10 randomly placed 1-square-meter plots along the transects,
- Stake in the field fixed reference points,
- Identify the composition of ground cover species, quantify the percent cover of the species and quantify the presence of nuisance/exotic vegetation.

#### Reporting

- Perform a time-zero monitoring event within 60 days of completion of each phase,
- Submit the report within 60 days of completion of the monitoring event,
- Perform annual monitoring of the restoration areas for a total of no less than 5 years for each area,
- Submit reports within 60 days of completion of monitoring event.

Mitigation will be released upon meeting the performance standards after the 5 years of monitoring. Once the area is released, no further monitoring or reporting is required.

The permittee, successors or transferees remain perpetually responsible to ensure the mitigation areas remain in a condition appropriate to offset the authorized impacts.

Conservation easements will placed over mitigation areas with ACOE as a third party beneficiary.

# **Permit Condition Status - Mitigation Monitoring Status**

Permit Nos. 139976-2, -3, -6, and -7:

Performance standards met, monitoring no longer required. ACOE and SJRWMD signed off on the mitigation areas in 2020.

### Permit No. 139976-17:

Completed Time zero and First Annual monitoring events.

# Permit No. 139976-47, -54 and -61- monitoring has not yet begun.

-47: monitoring will begin when project begins.

-54, -61: monitoring will begin in 2021.

# **CHESTER ROAD PROJECT**

#### State Permit - SJRWMD

Conceptual Permit – #145638-1

Issued: September 6, 2016

A permit extension was issued (August 2020) and the expiration is now June 26, 2037.

However, some form of construction must begin within 5 years (by September 2021) of the original issued permit for the permit to remain valid.

# Federal Permit – ACOE

SAJ-2016-00118

Permit Valid for 25-years

Approved Jurisdictional Determination for SAJ-2016-00118.

Expires: August 4, 2021

**Chester Road: Permit Conditions for Mitigation** 

#### **SJRWMD**

Mitigation will occur in phases to offset the impacts per phase.

A conservation easement must be recorded 1) before dredging, filling or clearing any wetland or surface water for which mitigation is required, 2) before the sale of any parcel or lot, 3) before recording the subdivision plat or 5) before use of infrastructure for its intended use, whichever occurs first.

# **Mitigation Conditions**

#### Wetland Restoration

62.24 acres **minimum** of planted pine to be restored to wet pine flatwoods.

- selectively remove slash pine to 50 basal area
- remove beds and furrows to restore to natural elevation and grade.

### Wetland Preservation

346.05 acres minimum

#### **Upland Restoration**

144.21 acres **minimum** restored to upland pine flatwoods

- selectively remove slash pine to 50 basal area
- remove beds and furrows to restore to natural elevation and grade.

### **Upland Preservation**

11.63 acres

# **ACOE Mitigation Performance Standards**

- Achieve at least 80% cover by appropriate wetland species,
- Cover of Category I and II invasive plant species, pursuant to the most current list established by the Florida Exotic Pest Plan Council and the nuisance species primrose willow (*Ludwigia peruviana*), dog fennel (*Eupatorium capilllifolium*), bermudagrass (*Cynodon dactylon*), bahiagrass (*Paspalum notatum*), and cattail (*Typha* spp.) shall total less than 10%,
- Have less than 20% mortality of any planted wetland species,
- Maintain hydrologic conditions supporting soils that are saturated to the surface between 5 and 12.5% of the growing season,
- If restoration does not meet 80% canopy of wetland vegetation within 3 years, the permittee shall promote the growth of target vegetation by randomly planting an equal mixture of cypress (*Taxodium* sp.), sweetbay (*Magnolia virginiana*), loblolly bay (loblolly bay (*Gordonia lasianthus*), and swamp tupelo (*Nyssa sylvatica* var. *biflora*) at a density of a minimum of 100 stems per acre of 3-gallon size, 5-6 feet in height, no single species comprises more than 30% of the total number of trees planted,
- The Performance Standards must be achieved by the end of the 5-year monitoring period. Remediation will be required if the Performance Standards are not met.

# **ACOE** Monitoring and Reporting

#### **Restoration Area Monitoring**

- Establish 25-foot-wide belt transects covering a minimum of 10% of the area,
- Identify the overall percentage of each species of tree, number planted (if planting occurred), percent survival of planted trees, summarize the natural community, estimate natural recruitment of target species and quantify the presence of nuisance/exotic vegetation.
- Establish 10 randomly placed 1-square-meter plots along the transects,
- Stake in the field fixed reference points,

- Identify the composition of ground cover species, quantify the percent cover of the species and quantify the presence of nuisance/exotic vegetation.

# Reporting

- Perform a time-zero monitoring event within 60 days of completion of each phase,
- Submit the report within 60 days of completion of the monitoring event,
- Perform annual monitoring of the restoration areas for a total of no less than 5 years for each area,
- Submit reports within 60 days of completion of monitoring event.

Mitigation will be released upon meeting the performance standards after the 5 years of monitoring. Once the area is released, no further monitoring or reporting is required.

The permittee, successors or transferees remain perpetually responsible to ensure the mitigation areas remain in a condition appropriate to offset the authorized impacts.

Conservation easements will placed over mitigation areas with ACOE as a third party beneficiary.

# **Chester Road: Permit Conditions for Mitigation**

Project has not begun, therefore, no mitigation has been utilized or placed under CE.

# Volume III

#### E. Nassau DSAP 1

# **Long-Term Management and Maintenance Plan**

Due to the location of the site (adjacent to Interstate 95, State Road 200 [A1A], and future surrounding development), prescribed burning will not be a feasible management technique for the upland areas within this portion of the Conservation Habitat Network (CHN) and mitigation areas. Mechanical treatment of the restoration areas, primarily uplands, will be used, along with pine (*Pinus* sp.) tree thinning techniques, as needed. Site evaluations will be conducted every 5-years to determine the maintenance needs of the conservation areas.

The Long-Term Management/Maintenance Plan is as follows:

- 1. Conduct maintenance events for nuisance and/or exotic species observed in the conservation areas. Maintenance will include herbicide control and/or manual removal of invasive and nuisance/exotic species;
- 2. If pine tree densities within the hydric pine flatwoods and the upland flatwoods become greater than a basal area ranging from 30 to 50 sq. ft. (total cross-sectional area of trees at diameter at breast height per acre) within the conservation areas, thinning of the pine trees will be conducted;
- 3. Conduct mechanical treatments (roller chopping) of the understory within the conservation areas, primarily the upland buffers, to reduce fuel loads in order to prevent dangerous wildlife fires, as needed based on the 5-year site evaluation;
- 4. Removal of trash and/or yard waste debris from the conservation areas on a quarterly basis;
- 5. Maintain the upkeep of conservation area signs and any boardwalks within the mitigation areas.

# **EXHIBIT 1**

LOCATION MAP
OF THE E. NASSAU COMMUNITY PLANNING AREA,
NASSAU COUNTY, FLORIDA

# **EXHIBIT 2**

CONSERVATION AND HABITAT NETWORK MAP WITHIN THE E. NASSAU COMMUNITY PLANNING AREA, NASSAU COUNTY, FLORIDA

# **EXHIBIT 3**

JURISDICTIONAL WETLAND MAP
WITHIN THE E. NASSAU COMMUNITY PLANNING AREA,
NASSAU COUNTY, FLORIDA

AERIAL PHOTOGRAPH OF THE E. NASSAU COMMUNITY PLANNING AREA, NASSAU COUNTY, FLORIDA

NATURAL RESOURCE CONSERVATION SERVICE SOILS MAP OF THE E. NASSAU COMMUNITY PLANNING AREA, NASSAU COUNTY, FLORIDA

FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM MAP OF THE E. NASSAU COMMUNITY PLANNING AREA, NASSAU COUNTY, FLORIDA

PERMITTED MITIGATION AREAS WITHIN THE E. NASSAU COMMUNITY PLANNING AREA, NASSAU COUNTY, FLORIDA

LISTED SPECIES
WITH POTENTIAL FOR OCCURRENCE
ON THE E. NASSAU COMMUNITY PLANNING AREA,
NASSAU COUNTY, FLORIDA

#### **APPENDIX A**

#### LONG TERM MASTER PLAN CONSERVATION AGREEMENT

#### AND

OBJECTIVE FL.13 FOR THE E. NASSAU COMMUNITY PLANNING AREA, NASSAU COUNTY, FLORIDA

# EAST NASSAU STEWARDSHIP DISTRICT

114

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

STATE OF FLORIDA COUNTY OF NASSAU

#### SPECIAL WARRANTY DEED

(Pump Station Tract 4-1 - Wildlight PDP 3 / Pod 4 North, N/S Arterial Roadway)

THIS SPECIAL WARRANTY DEED is made this \_\_\_\_ day of \_\_\_\_\_\_, 2022, from WILDLIGHT LLC, a Delaware limited liability company, duly authorized to do business in Florida, whose address is 1 Rayonier Way, Wildlight, Florida 32097 ("Grantor"), to EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, whose address is % Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("Grantee") (the words "Grantor" and "Grantee" to include any respective heirs, successors and assigns where the context requires or permits).

#### WITNESSETH:

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

A PORTION OF TAX PARCEL ID NO: 44-2N-27-1004-LPT4-0010

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

Signed and sealed in the Presence of:		WILDLIGHT LLC, a Delaware limited liability company
	(D.:()	By: John R. Campbell Its: Vice President
	(Sign) (Print)	
STATE OF FLORIDA COUNTY OF NASSAU THE FOREGOIN	G INSTRUME	<b>NT</b> was acknowledged before me by means of $\Box$
Campbell, as Vice Presiden	t of Wildlight L who are p	this day of, 2022, by John R. LC, a Delaware limited liability company, on behalf personally known to me or has produced tification.

#### **EXHIBIT "A"**

#### Nassau County, Florida

#### **East Nassau Stewardship District**

Pump Station Tract 4-1 as shown on Plat of East Nassau - Wildlight PDP 3 / Pod 4 North recorded as Instrument # 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, of the public records of Nassau County, Florida.

#### **EXHIBIT "B"**

#### "Permitted Exceptions"

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

#### STATE OF FLORIDA COUNTY OF NASSAU

#### LIEN AND POSSESSION AFFIDAVIT

(Pump Station Tract 4-1 - Wildlight PDP 3 / Pod 4 North, N/S Arterial Roadway)

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

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

securing an owner's title insurance pol	icy for ENSD.
AFFIANT:	
	John R. Campbell
	Vice President
	Wildlight LLC
notarization, this day of, 2022, by	me by means of □ physical presence or □ online John R. Campbell, who is personally known to me.
	Print Name:
	Notary Public, State of Florida
	My Commission Expires:
	Commission No.:

#### **EXHIBIT "A"**

#### Nassau County, Florida

#### **East Nassau Stewardship District**

Pump Station Tract 4-1 as shown on Plat of East Nassau - Wildlight PDP 3 / Pod 4 North recorded as Instrument # 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, of the public records of Nassau County, Florida.

#### STATE OF FLORIDA COUNTY OF NASSAU

#### **CERTIFICATE OF NON-FOREIGN STATUS**

(Pump Station Tract 4-1 - Wildlight PDP 3 / Pod 4 North, N/S Arterial Roadway)

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

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

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

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

Dated:	
	John R. Campbell
	Assistant Secretary
	Rayonier TRS Holdings Inc.

#### STATE OF FLORIDA COUNTY OF NASSAU

#### **AFFIDAVIT**

(Pump Station Tract 4-1 - Wildlight PDP 3 / Pod 4 North, N/S Arterial Roadway)

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Florida, personally appeared, John R. Campbell, Vice President of Wildlight LLC, a Delaware limited liability company ("Wildlight"), who being first duly sworn, deposes and says that:

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

	JOHN R. CAMPBELL	
SWORN TO AND SUBSCRIBED online notarization, this day of personally known to me or who □ has produ		bell, who is
	(Print NameNOTARY PUBLIC	)
	State of Florida at Large Commission # My Commission Expires:	

#### **EXHIBIT "A"**

#### Nassau County, Florida

#### **East Nassau Stewardship District**

Pump Station Tract 4-1 as shown on Plat of East Nassau - Wildlight PDP 3 / Pod 4 North recorded as Instrument # 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, of the public records of Nassau County, Florida.



# BILL OF SALE (WILDLIGHT PDP 3 / POD 4 JEA LIFT STATION IMPROVEMENTS)

established pursuant to Chapter 2017-206, Flor	<b>DISTRICT,</b> a local unit of special-purpose government rida Statutes ("Seller"), in consideration of the sum of One ved from <b>JEA</b> ("Buyer"), hereby on this day of the personal property described as:
the pump station located in Pump State Wildlight PDP 3 / Pod 4 North recorded	aimed water lines, pipes and related equipment and tion Tract 4-1 as shown on Plat of East Nassau - as Instrument # 202245006046 in Official Records inclusive, of the public records of Nassau County, attached hereto.
	of all encumbrances, that good title to and right to sell that teller will defend the title against the lawful claims of all
IN WITNESS WHEREOF, the Seller lauthorized representatives, thisday of	has hereunto set its hand and seal, by and through its duly, 2022.
WITNESSES:	EAST NASSAU STEWARDSHIP DISTRICT
Signature:	BY:
Print Name: Signature:	Mike Hahaj Chairman
Print Name:  STATE OF FLORIDA COUNTY OF	
The foregoing instrument was acknow online notarization, this day of	ledged before me by means of □ physical presence or □, 2022, by Mike Hahaj, as Chairman of the East Nassau e is □ personally known to me or □ produced ication.
	Notary Public Signature
	(Name typed, printed or stamped) Notary Public, State of Commission No
	My Commission Expires:

#### **EXHIBIT A**

[TBD]



### <u>CERTIFICATE OF CONSTRUCTION COMPLETION</u> (WILDLIGHT PDP 3 / POD 4 JEA LIFT STATION IMPROVEMENTS)

#### **OWNER'S AFFIDAVIT**

I CERTIFY that the work under the above named project, as further described in Exhibit A attached hereto, has been satisfactorily completed; that all charges or bills for labor or services performed or materials furnished, and other charges against the subcontractors, have been paid in full and in accordance with the terms of the contract; that no liens have attached against the property and improvements of owner; that no notice of intention to claim liens is outstanding that no suits are pending by reason on the project under the contract; that all Worker's Compensation claims have been settled and no public liability claims are pending.

Affidavit is made for the purpose of inducing the JEA to accept said construction for ownership.

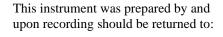
IN WITNESS WHEREOF, the undersig through its duly authorized representatives, this	ned has hereunto set its hand and seal, by andday of, 2022.
WITNESSES:	EAST NASSAU STEWARDSHIP DISTRICT
Signature: Print Name:	BY: Mike Hahaj Chairman
Signature: Print Name:	
STATE OF FLORIDA COUNTY OF	
online notarization, this day of	ed before me by means of $\square$ physical presence or $\square$ , 2022, by Mike Hahaj, as Chairman of the East Nassau $\square$ personally known to me or $\square$ produced on.
$\overline{ m Nc}$	tary Public Signature
No Co	ame typed, printed or stamped) stary Public, State of mmission No v Commission Expires:

#### Exhibit A

#### Nassau County, Florida

#### East Nassau Stewardship District

Pump Station Tract 4-1 as shown on Plat of East Nassau - Wildlight PDP 3 / Pod 4 North recorded as Instrument # 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, of the public records of Nassau County, Florida.



Jonathan T. Johnson, Esq. Kutak Rock LLP 107 W. College Avenue Tallahassee, Florida 32301 (This space reserved for Clerk)

#### SPECIAL WARRANTY DEED

[Wildlight PDP 3 / Pod 4 North – Lift Station]

**THIS INDENTURE**, made this \_\_\_\_\_ day of August 2022, by and between **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, whose mailing address is c/o Wrathell, Hunt, and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "Grantor"), and **JEA**, a body politic and corporate whose address is 21 West Church Street, Jacksonville, Florida, 32202 (the "Grantee").

(When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

#### WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, to it in hand paid by the said Grantee, the receipt and adequacy of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land located in Nassau County, Florida, to wit (the "Property"):

See Exhibit A attached hereto and incorporated herein.

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

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

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the Property was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming by, through or under the Grantor, but against none other. This conveyance is made subject only to reservations, restrictions, and easements of record.

Grantor hereby covenants with Grantee that Grantor has complied with Section 196.295, Florida Statutes, with respect to taxes on the Property.

Signed and Sealed in Our Presence as Witnesses:	GRANTOR:
	<b>EAST NASSAU STEWARDSHIP DISTRICT,</b> a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida
SignPrint	By: Print: Mike Hahaj Title: Chairman, Board of Supervisors
SignPrint	
STATE OFCOUNTY OF	
notarization, this day of,	dged before me by means of □ physical presence or □ online 2022, by Mike Hahaj, as Chairman of the East Nassau is □ personally known to me or □ produced ecation.
	Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of \_\_\_\_\_
Commission No. \_\_\_\_
My Commission Expires: \_\_\_\_\_

#### **EXHIBIT A**

Parcel Number: 44-2N-27-1004-LPT4-0010

Pump Station Tract 4-1 as shown on Plat of East Nassau - Wildlight PDP 3 / Pod 4 North recorded as Instrument # 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, of the public records of Nassau County, Florida.

# EAST NASSAU STEWARDSHIP DISTRICT

118

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

STATE OF FLORIDA COUNTY OF NASSAU

#### **SPECIAL WARRANTY DEED**

(Pump Station Tract 5-1 - Wildlight PDP 3 / Pod 5, Wildlight Avenue Extension)

THIS SPECIAL WARRANTY DEED is made this \_\_\_\_ day of \_\_\_\_\_\_, 2022, from WILDLIGHT LLC, a Delaware limited liability company, duly authorized to do business in Florida, whose address is 1 Rayonier Way, Wildlight, Florida 32097 ("Grantor"), to EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, whose address is % Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("Grantee") (the words "Grantor" and "Grantee" to include any respective heirs, successors and assigns where the context requires or permits).

#### WITNESSETH:

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

**A PORTION OF TAX PARCEL ID NO: 50-3N-27-1005-LP51-0000** 

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

Signed and sealed in the Presence of:		WILDLIGHT LLC, a Delaware limited liability company
	(Sign) (Print)	By: John R. Campbell Its: Vice President
	(D.:()	
STATE OF FLORIDA COUNTY OF NASSAU THE FOREGOING I	INSTRUME	<b>NT</b> was acknowledged before me by means of $\square$
Campbell, as Vice President of	f Wildlight L who are p	this day of, 2022, by John R. LC, a Delaware limited liability company, on behalf personally known to me or has produced tification.
		Print Name:
		Notary Public, State of Florida  My Commission Expires:
		Commission No.:

#### **EXHIBIT "A"**

#### Nassau County, Florida

#### East Nassau Stewardship District

Pump Station Tract 5-1 as shown on Plat of East Nassau - Wildlight PDP 3 / Pod 5 recorded as Instrument # 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, of the public records of Nassau County, Florida.

#### **EXHIBIT "B"**

#### "Permitted Exceptions"

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

#### STATE OF FLORIDA COUNTY OF NASSAU

#### LIEN AND POSSESSION AFFIDAVIT

(Pump Station Tract 5-1 - Wildlight PDP 3 / Pod 5, Wildlight Avenue Extension)

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

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

securing an owner's title insurance pol	icy for ENSD.
AFFIANT:	
	John R. Campbell
	Vice President
	Wildlight LLC
notarization, this day of, 2022, by	John R. Campbell, who is personally known to me.
	Print Name:
	Notary Public, State of Florida
	My Commission Expires:
	Commission No.:

#### **EXHIBIT "A"**

#### Nassau County, Florida

#### East Nassau Stewardship District

Pump Station Tract 5-1 as shown on Plat of East Nassau - Wildlight PDP 3 / Pod 5 recorded as Instrument # 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, of the public records of Nassau County, Florida.

#### STATE OF FLORIDA COUNTY OF NASSAU

#### **CERTIFICATE OF NON-FOREIGN STATUS**

(Pump Station Tract 5-1 - Wildlight PDP 3 / Pod 5, Wildlight Avenue Extension)

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

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

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

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

Dated:	
	John R. Campbell
	Assistant Secretary
	Rayonier TRS Holdings Inc.

#### STATE OF FLORIDA COUNTY OF NASSAU

#### <u>AFFIDAVIT</u>

(Pump Station Tract 5-1 - Wildlight PDP 3 / Pod 5, Wildlight Avenue Extension)

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Florida, personally appeared, John R. Campbell, Vice President of Wildlight LLC, a Delaware limited liability company ("Wildlight"), who being first duly sworn, deposes and says that:

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

	JOHN R. CAMPBELL	
SWORN TO AND SUBSCRIBED before online notarization, this day of personally known to me or who □ has produced	, 2022, by John R. Camp	bell, who is
	(Print Name	)
	Commission # My Commission Expires:	

#### **EXHIBIT "A"**

#### Nassau County, Florida

#### **East Nassau Stewardship District**

Pump Station Tract 5-1 as shown on Plat of East Nassau - Wildlight PDP 3 / Pod 5 recorded as Instrument # 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, of the public records of Nassau County, Florida.



# $\frac{BILL\ OF\ SALE}{(WILDLIGHT\ PDP\ 3\ /\ POD\ 5\ JEA\ LIFT\ STATION\ IMPROVEMENTS)}$

established pursuant to Chapter 2017-206, A Dollar and other valuable consideration re	<b>P DISTRICT,</b> a local unit of special-purpose government Florida Statutes ("Seller"), in consideration of the sum of One eccived from <b>JEA</b> ("Buyer"), hereby on this day of eyer the personal property described as:
the pump station located in Pump Wildlight PDP 3 / Pod 5 recorded as	Station Tract 5-1 as shown on Plat of East Nassau - Instrument # 202245009432 in Official Records Book lusive, of the public records of Nassau County, Florida, ached hereto.
	free of all encumbrances, that good title to and right to sell that ne Seller will defend the title against the lawful claims of all
IN WITNESS WHEREOF, the Sel authorized representatives, thisday of	ler has hereunto set its hand and seal, by and through its duly, 2022.
WITNESSES:	EAST NASSAU STEWARDSHIP DISTRICT
Signature:	BY:
Print Name:	Mike Hahaj Chairman
Signature: Print Name:	
STATE OF FLORIDA COUNTY OF	
online notarization, this day of	nowledged before me by means of $\square$ physical presence or $\square$ , 2022, by Mike Hahaj, as Chairman of the East Nassau He is $\square$ personally known to me or $\square$ produced intification.
	Notary Public Signature
	(Name typed, printed or stamped) Notary Public, State of Commission No
	My Commission Expires:

### **EXHIBIT A**



### <u>CERTIFICATE OF CONSTRUCTION COMPLETION</u> (WILDLIGHT PDP 3 / POD 5 – LIFT STATION IMPROVEMENTS)

### **OWNER'S AFFIDAVIT**

I CERTIFY that the work under the above named project, as further described in Exhibit A attached hereto, has been satisfactorily completed; that all charges or bills for labor or services performed or materials furnished, and other charges against the subcontractors, have been paid in full and in accordance with the terms of the contract; that no liens have attached against the property and improvements of owner; that no notice of intention to claim liens is outstanding that no suits are pending by reason on the project under the contract; that all Worker's Compensation claims have been settled and no public liability claims are pending.

Affidavit is made for the purpose of inducing the JEA to accept said construction for ownership.

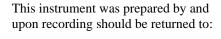
IN WITNESS WHEREOF, the understatives, the through its duly authorized representatives, the	igned has hereunto set its hand and seal, by and is, 2022.
WITNESSES:	EAST NASSAU STEWARDSHIP DISTRICT
Signature: Print Name:	BY: Mike Hahaj Chairman
Signature: Print Name:	Chamhan
STATE OF FLORIDA COUNTY OF	
online notarization, this day of	ged before me by means of □ physical presence or □, 2022, by Mike Hahaj, as Chairman of the East Nassau is □ personally known to me or □ produced tion.
N	Jotary Public Signature
N C	Name typed, printed or stamped)  Jotary Public, State of  Commission No  My Commission Expires:

### Exhibit A

### Nassau County, Florida

### East Nassau Stewardship District

Pump Station Tract 5-1 as shown on Plat of East Nassau - Wildlight PDP 3 / Pod 5 recorded as Instrument # 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, of the public records of Nassau County, Florida.



Jonathan T. Johnson, Esq. Kutak Rock LLP 107 W. College Avenue Tallahassee, Florida 32301 (This space reserved for Clerk)

### SPECIAL WARRANTY DEED

[Wildlight PDP 3 / Pod 5 – Lift Station]

**THIS INDENTURE**, made this \_\_\_\_\_ day of August 2022, by and between **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, whose mailing address is c/o Wrathell, Hunt, and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "Grantor"), and **JEA**, a body politic and corporate whose address is 21 West Church Street, Jacksonville, Florida, 32202 (the "Grantee").

(When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

### WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, to it in hand paid by the said Grantee, the receipt and adequacy of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land located in Nassau County, Florida, to wit (the "Property"):

See Exhibit A attached hereto and incorporated herein.

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

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

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the Property was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming by, through or under the Grantor, but against none other. This conveyance is made subject only to reservations, restrictions, and easements of record.

Grantor hereby covenants with Grantee that Grantor has complied with Section 196.295, Florida Statutes, with respect to taxes on the Property.

Signed and Sealed in Our Presence as Witnesses:	GRANTOR:
	<b>EAST NASSAU STEWARDSHIP DISTRICT,</b> a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida
Sign Print Sign Print	By: Print: Mike Hahaj Title: Chairman, Board of Supervisors
STATE OF COUNTY OF	
notarization, this day of,	dged before me by means of □ physical presence or □ online 2022, by Mike Hahaj, as Chairman of the East Nassau is □ personally known to me or □ produced cation.

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of \_\_\_\_\_
Commission No.
My Commission Expires: \_\_\_\_\_

### **EXHIBIT A**

**Parcel Number:** 50-3N-27-1005-LP51-0000

Pump Station Tract 5-1 as shown on Plat of East Nassau - Wildlight PDP 3 / Pod 5 recorded as Instrument # 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, of the public records of Nassau County, Florida.

# EAST NASSAU STEWARDSHIP DISTRICT

134



January 19, 2022

### WORK AUTHORIZATION NO. 2 EAST NASSAU STEWARDSHIP DISTRICT

### **CONTINUING SERVICES**

Scope of Work for the following:

State Mandated – Storm Water Need Analysis (20 years)

ETM No. Job Number 22-018

England-Thims & Miller, Inc. shall prepare a 20-year stormwater needs analysis for the East Nassau Stewardship District to be completed by June 30, 2022. It is our understanding that the stormwater needs analysis is a requirement of the passage of House Bill 53, Section 403.9302, Florida Statutes. Since this a new requirement and will require coordinating our efforts with the District Manager to provide the analysis, we are proposing to perform this work on an hourly basis with an estimated budget. We have attached a template with our comments showing the responsibilities of the District Engineer and the District Manager.

FEE ......HOURLY

(BUDGET ESTIMATE: \$25,000.00)

Not to Exceed without prior authorization

Expenses shall be invoiced in accordance with previously approved General Consulting Services Contract and District Policy. Sub-consultant fees shall be invoiced at cost plus 5%.

Re: State Mandated - Storm Water Need Analysis (20 years)

### **ITEMS NOT INCLUDED**

- 1. Waste Water Needs Analysis
- 2. NPDES Permitting / Analysis
- 3. MS4 Permitting Analysis
- 4. Geotechnical Investigations
- 5. Soil Boring / Analysis
- 6. Groundwater Modeling / testing
- 7. Environmental Investigation
- 8. Wetland drawdown analysis
- 9. Wetland mitigation / Design / Permitting
- 10. Irrigation or Irrigation supply design
- 11. Electrical, Phone, Gas, Design / Permitting
- 12. Lighting design / Street / Parking / etc.
- 13. FEMA Floodplain / Model / Analysis / Permitting
- 14. Overhead Power line adjustments
- 15. Offsite drainage study
- 16. Hardscape/ Design / Permitting
- 17. Comprehensive plan
- 18. Fire Hydrant Testing
- 19. ADA Compliance
- 20. As-built Surveying
- 21. Surveying (Topo, Bound., Route, Tree, Rw)
- 22. Const. Stakeout / Locates / Verification
- 23. Utility Locations / Analysis / Design / Soft digs

- 24. ACOE Permitting
- 25. Signage Design / Permitting
- 26. Unified Sign Plan Design / Compliance
- 27. Community Development District Issues (CDD)
- 28. Homeowners Association issues
- 29. NDPES permit compliance
- 30. Life Safety /Code compliance
- 31. Project Wide code compliance
- 32. OSHA or other safety issues
- 33. Administrative Hearing
- 34. Utility Locations / Analysis / Design / Soft digs
- 35. Consumptive Use Permitting (CUP)
- 36. Historical / Archeological Issues
- 37. Endangered species
- 38. Traffic study
- 39. Pool Grading and Drainage (by others)
- 40. Application / Permit Fees
- 41. Retaining wall or Structural design
- 42. Separate clearing / grading permit
- 43. Streetscape Design (specialty paving)
- 44. Offsite Entrance Road to Gate House (by BBX)

### ENGLAND-THIMS & MILLER, INC. HOURLY FEE SCHEDULE - 2022

CEO/CSO	\$375.00/Hr.
President	\$330.00/Hr.
Executive Vice President	\$320.00/Hr.
Vice President	\$257.00/Hr.
Senior Engineer/ Senior Project Manager	\$205.00/Hr.
Project Manager	\$190.00/Hr.
Director	\$175.00/Hr.
Engineer	\$165.00/Hr.
Assistant Project Manager	\$155.00/Hr.
Senior Planner /Planning Manager	\$190.00/Hr.
Planner	\$155.00/Hr.
CEI Project Manager	\$175.00/Hr.
CEI Senior Inspector	\$155.00/Hr.
CEI Inspector	\$125.00/Hr.
Senior Landscape Architect	\$175.00/Hr.
Landscape Architect	\$160.00/Hr.
Senior Technician	\$155.00/Hr.
GIS Developer / Senior Analyst	\$170.00/Hr.
GIS Analyst	\$140.00/Hr.
Senior Engineering Designer / Senior LA Designer	\$160.00/Hr.
Engineering Intern	\$140.00/Hr.
Engineering/Landscape Designer	\$140.00/Hr.
CADD/GIS Technician	\$125.00/Hr.
Administrative Support	\$90.00/Hr.

January 19, 2022 Page 3 of 4

Re: State Mandated – Storm Water Need Analysis (20 years)

# <u>PAYMENT TERMS</u> - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.

In the event Client requests termination of the services prior to completion, the Client shall pay all outstanding invoices and all charges incurred between the issuance of the latest invoice through the date services are stopped plus any shutdown costs. If during the execution of the services, England, Thims & Miller, Inc. (ETM) is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

ETM will issue monthly invoices. For Lump Sum work, the invoice will reflect the percentage complete for each contract task item. For hourly services, the invoice will reflect the hours worked times the standard hourly billing rates as shown on Attachment A, (incorporated herein by reference). ETM's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and subject to an increase not to exceed five (5) percent per year.

INSURANCE – ETM maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage limits of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation.

Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, ETM will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits

<u>STANDARD OF CARE</u> - The only warranty or guarantee made by ETM in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

<u>PERMITTING/ZONING</u> - The Client is herein notified that several City, State and Federal environmental, zoning and regulatory permits may be required for this project. ETM will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining and abiding by all required permits. Furthermore, the Client holds ETM harmless from any losses or liabilities resulting from such permitting or regulatory action.

LIMITATION OF LIABILITY - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of England, Thims & Miller, Inc. and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ETM and its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by ETM under this Agreement, or the total amount of \$50,000.00, whichever is less.

If Client prefers to have higher limits on professional liability, ETM agrees to increase the limits up to a maximum of \$500,000 upon Clients written request at the time of accepting this proposal provided that the Client agrees to pay an additional charge as a result of such increase.

<u>SEVERABILITY AND SURVIVAL</u> - If any of the provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

<u>GOVERNING LAW</u> - This agreement shall be governed in all respects by the laws of the State of Florida.

<u>COST OPINIONS</u> - Any cost opinions or Project economic evaluations provided by ETM will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, ETM cannot warrant that bids, cost estimates, ultimate construction cost, or Project economics will not vary from these opinions.

#### **GENERAL CONDITIONS**

<u>SALES TAX</u> - The purchaser of the services described herein shall pay any applicable state sales tax in the manner and in the amount as required by law.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ETM as instruments of service pursuant to this Agreement, shall be the sole property of ETM. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM, and ETM will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the final plans and specifications contemplated by this Agreement.

<u>SAFETY</u> - Should ETM provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

<u>INDEMNIFICATION</u> - In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ETM and its directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ETM

## PURSUANT TO FLORIDA STATUTES SECTION 558.0035(2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES – In no event shall either party hereunder be liable to the other party for punitive, speculative, consequential or special damages of any kind.

CONTRACT ADMINISTRATION - Client agrees that ETM will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that ETM will not assume responsibility for the contractor's means methods, techniques, sequences or procedures of construction and it is understood that field services provided by ETM will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work by ETM to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that ETM is observing placement of <u>all</u> materials. Full-time inspection means that an employee of ETM has been assigned for eight-hour days during regular business hours.

Construction inspection and monitoring services which exceed 40 hours per week for one individual shall be invoiced at 150% of the standard billing rate.

<u>ASSIGNABILITY</u> - Client and ETM, respectively bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other part with respect to all covenants of this Agreement. Neither Client nor ETM shall assign this Agreement without the prior written consent of the other part.

<u>INTEGRATION</u> - This Agreement represents the entire and integrated Agreement between Client and ETM and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

<u>LIMITATIONS ON CAUSES OF ACTION</u> - Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later than (i) the date of substantial completion for acts or failures to act occurring prior to substantial completion of our engineering services pursuant to this Agreement; or (ii) the date of issuance of our final invoice for acts or failure to act occurring after substantial completion of our engineering services pursuant to this Agreement.

<u>THIRD PARTY BENEFICIARY</u> - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ETM.

Re: State Mandated – Storm Water Need Analysis (20 years)

Please indicate your agreement with this proposal by signing in the space provided and return one copy to our office.

If you should have any questions or require additional information, please call. Thank you for this opportunity to be of professional service.

Yours sincerely,

Accepted this 07/05 day, 2022

**ENGLAND, THIMS & MILLER, INC.** 

Scott A. Wild, P.E.

**Executive Vice President** 

Shareholder

SAW:ZB:shb

By: Mike Hahaj

For: East Nassau Stewardship District

# EAST NASSAU STEWARDSHIP DISTRICT

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### TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

### INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: https://www.flsenate.gov/Laws/Statutes/2021/403.031). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, *etc.*) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
  - o Private entities or citizens
  - o Federal government
  - o State government, including the Florida Department of Transportation (FDOT)
  - o Water Management Districts
  - o School districts
  - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

### GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0. The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.*, FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type the from the dropdown lists in columns B and C.

Links to Template Parts:
Background Information
Part 1
Part 2
Part 3
Part 4
Part 5
Part 6
Part 7
Part 8
Additional Projects - This table contains additional rows for projects that do not fit into the main tables in
Parts 5 and 6

Background Informa	ation				
	Please provide your contact and location information, then proceed to the template on the next sheet.				
	l Government:	East Nassau Stewardship District			
	nwater utility, if applicable:	N/A			
Contact Perso	n				
Name		Craig Wrathell			
	on/Title:	District Manager			
	Address:	wrathellc@whhassociates.com			
	e Number:	561-571-0100			
Indicate the V	Vater Management District(s) in wh	ich your service area is located.			
	Northwest Florida Water Mana	agement District (NWFWMD)			
	Suwannee River Water Manag	ement District (SRWMD)			
<u> </u>	St. Johns River Water Management District (SJRWMD)				
	Southwest Florida Water Mana	agement District (SWFWMD)			
	South Florida Water Management District (SFWMD)				
Indicate the ty	ype of local government:				
	Municipality				
	County				
<b>J</b>	✓ Independent Special District				

1.0 Detai	ilea aesc	ription o	f the sto	rmwate	ı ınanaç	gement program (Section 403.9302(3)(a), F.S.)
operati	on and m	naintenai	nce, and	control	of storm	ed in the Introduction, includes those activities associated with the management, awater and stormwater management systems, including activities required by state in is divided into multiple subparts consisting of narrative and data fields.
1.1 Narra	ative Des	cription:	:			
any mis other in East Na each of	sion stat oformation ssau Steventhose ph	ement, c on that be wardship nases des	divisions est descr District signed, p	or depai ribes you is a large ermitted	rtments ur appro- e mixed- d, and co	nstitutional strategy for managing stormwater in your jurisdiction. Please include dedicated solely or partly to managing stormwater, dedicated funding sources, and ach to stormwater:  use master planned community that is being developed in multiple phases with onstructed in accordance with Nassau County and St. Johns River Water ent of the stormwater is regulated through multiple stormwater management
facilitie		_	•		•	ed throughout the community.
	s (SMFs)	and cont	trol struc	tures co	nstructe	ase indicate the importance of each of the following goals for your program:
On a sca	s (SMFs)	and cont	trol struc	tures co	nstructe	
On a sca	s (SMFs) ale of 1 to	and cont o 5, with 2	5 being	the high	nstructe nest, plea 5	ase indicate the importance of each of the following goals for your program:
On a sca	ale of 1 to	o 5, with	5 being	the high	nest, plea	ase indicate the importance of each of the following goals for your program:  Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
On a sca	ale of 1 to	o 5, with	5 being 3	the high	nest, plea	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)  Water quality improvement (TMDL Process/BMAPs/other)  Reduce vulnerability to adverse impacts from flooding related to increases in frequency and
On a sca	ale of 1 to	o 5, with	5 being 3	the high	nest, plea	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)  Water quality improvement (TMDL Process/BMAPs/other)  Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
On a sca	ale of 1 to	o 5, with	5 being 3	the high	est, plea	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)  Water quality improvement (TMDL Process/BMAPs/other)  Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise  Other:
On a sca	ale of 1 to	o 5, with	5 being 3	the high	est, plea	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)  Water quality improvement (TMDL Process/BMAPs/other)  Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise  Other:

rt 1.2 Current Stormwater Program Activities:	
Please provide answers to the following questions regarding your stormwater management program.	
• Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?	No
If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:	
Does your jurisdiction have a dedicated stormwater utility?	No
If no, do you have another funding mechanism?	Yes
If yes, please describe your funding mechanism.	
Funding is provided through the District via fee assessments on each residential lot wi The funds generated by these assessments are set aside as needed to provide for ongoineeds of the stormwater management system.	•
Does your jurisdiction have a Stormwater Master Plan or Plans?	Yes
If Yes:	
How many years does the plan(s) cover?  Are there any unique features or limitations that are necessary to understand what the not address?	Life of the Project e plan does or does
Please provide a link to the most recently adopted version of the document (if it is put N/A	olished online):
<ul> <li>Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?</li> </ul>	No
If Yes, does it include 100% of your facilities?	
If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?	

<ul><li>Does your storr</li></ul>	nwater management program implement the following (answer Yes/No):	
A cons	truction sediment and erosion control program for new construction (plans review	
and/or	inspection)?	No
An illic	t discharge inspection and elimination program?	No
A publi	c education program?	No
	ram to involve the public regarding stormwater issues?	No
A "hou	sekeeping" program for managing stormwater associated with vehicle maintenance	
	chemical storage, fertilizer management, etc.?	No
	nwater ordinance compliance program (i.e., for low phosphorus fertilizer)?	No
Water	quality or stream gage monitoring?	No
A geos	patial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?	No
	m for managing stormwater complaints?	Yes
Others	specific activities?	
Notes	or Comments on any of the above:	
t 1.3 Current Stormwater	Program Operation and Maintenance Activities	
Please provide answers stormwater manageme	to the following questions regarding the operation and maintenance activities undertant program.	aken by your
	diction typically assume maintenance responsibility for stormwater systems associated to development (i.e., systems that are dedicated to public ownership and/or operation on)?	
Notes or Comm	ents on the above:	
	Design, Permitting, and Construction of stormwater management facilities are finance the District	ed and managed by

• Does your stormwater operation and maintenance program implement any of the following (answer Yes/No):

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc.?	Yes
Debris and trash removal from pond skimmers, inlet grates, ditches, etc.?	Yes
Invasive plant management associated with stormwater infrastructure?	Yes
Ditch cleaning?	No
Sediment removal from the stormwater system (vactor trucks, other)?	No
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	No
Street sweeping?	No
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc.?	No
Non-structural programs like public outreach and education?	No
Other specific routine activities?	

Roadways within the District are owned and maintained by District except for a small portion of main roadways that are county roadways. Nassau County does street cleaning on their own schedule.

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of
	Number	Measurement
Estimated feet or miles of buried culvert:	30,625.00	Feet
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the		
stormwater program:	2,035.00	Feet
Estimated number of storage or treatment basins (i.e., wet or dry ponds):	46	
Estimated number of gross pollutant separators including engineered sediment traps such as baffle		
boxes, hydrodynamic separators, etc.:	0	
Number of chemical treatment systems (e.g., alum or polymer injection):	0	
Number of stormwater pump stations:	0	
Number of dynamic water level control structures (e.g., operable gates and weirs that control canal		
water levels):	0	
Number of stormwater treatment wetland systems:		
Other:		•
		-
Notes or Comments on any of the above:		
Stormwater flows from developed areas to wetlands over a vegetative natural treatme	ent buffer	

		Best Management Practice	est Management Practice Current	
	Tree	e boxes	No	No
	Rair	n gardens	No	No
		en roofs	No	No
	<b></b>	vious pavement/pavers	No	No
		oral zone plantings	No	No
		ng shorelines	No	No
	Other Best N	Management Practices:		
ase indicate	which resources or documents you use	ed when answering these questions	(check all that apply	y).
	Asset management system			
	GIS program			
	MS4 permit application			
	Aerial photos			
	Past or ongoing budget investments			
	Water quality projects			
	Other(s):			
		s associated with the development		

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.) Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government's population, please describe in the first text box provided below for part 4.0. **Independent Special Districts:** If an independent special district's boundaries are completely aligned with a county or a municipality, identify that jurisdiction here: Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template. Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.) Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain. A shapefile of the CDD Boundary will be included with this submittal Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (e.g., the expiration of an interlocal agreement, introduction of an independent special district, etc.). No change anticipated

Proceed to Part 5

### Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template's service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, "services" means:

- 1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
- 2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects.

- 1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
- 2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aguifer recharge projects
- 3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
- 4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project's capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

#### Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR's website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42
Operation and Maintenance Costs	16	85	95	107	121
Brief description of growth greater than 15% ov	er any 5-year peri	od:			

### Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

- 5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.
- 5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.
  - If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection	Expenditures (in \$thousands)								
Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to				
,	21 1 2021 2022	2026-27	2031-32	2036-37	2041-42				
N/A									
5.2.2 Water Quality		Exp	enditures (in \$tho	usands)					
Project Name (or, if applicable, BMAP Project	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to				
Number or ProjID)	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42				
N/A									

### Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

### Expansion Projects with No Identified Funding Source

	•	3	
5.3.1 Flood P	rotection		Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Froject Name	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42
N/A					

5.3.2 Water Quality	Expenditures (in \$thousands)							
Project Name (or, if applicable, BMAP Project	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to			
Number or ProjID)	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42			
N/A								

	Stormwater Master Plan								
	Basin Studies or Engineering Re	ports							
П	Adopted BMAP	F							
П	Adopted Total Maximum Daily L	Load							
	Regional or Basin-specific Water		Plan or Restoration	on Plan					
_	-	ecify:							
<b>V</b>	Other(s):	-	Approved Engine	ering Plans and Pe	rmits				
Stormwater pro	jects that are part of resiliency in	itiatives related to clim	nate change						
<u> </u>	ple, costs identified on an LMS pro cy Projects with a Committed Fur	·	Expe	enditures (in \$thou	sands)				
			2022 22 to 2027 29 to 2022 22 to 2027 29 to						
Project N									
_	vairie	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42			
N/A	valle	LFY 2021-2022							
	vanie	LFY 2021-2022							
	vanie	LFY 2021-2022							
N/A	cy Projects with No Identified Fur		2026-27 Expe	2031-32 2031-32 enditures (in \$thou	2036-37 sands)				
N/A	cy Projects with No Identified Fur		2026-27 Expe 2022-23 to	2031-32 enditures (in \$thou 2027-28 to	2036-37 sands) 2032-33 to	2041-42 2037-38 to			
N/A Resilience	cy Projects with No Identified Fur	nding Source	2026-27 Expe	2031-32 2031-32 enditures (in \$thou	2036-37 sands)	2041-42			
N/A  Resilience Project N	cy Projects with No Identified Fur	nding Source	2026-27 Expe 2022-23 to	2031-32 enditures (in \$thou 2027-28 to	2036-37 sands) 2032-33 to	2041-42 2037-38 to			
N/A  Resilience Project N	cy Projects with No Identified Fur	nding Source	2026-27 Expe 2022-23 to	2031-32 enditures (in \$thou 2027-28 to	2036-37 sands) 2032-33 to	2041-42 2037-38 to			
N/A  Resilience Project N	cy Projects with No Identified Fur	nding Source	2026-27 Expe 2022-23 to	2031-32 enditures (in \$thou 2027-28 to	2036-37 sands) 2032-33 to	2041-42 2037-38 to			
Resilience Project N	cy Projects with No Identified Fur	nding Source  LFY 2021-2022	Expe 2022-23 to 2026-27	2031-32 enditures (in \$thou 2027-28 to 2031-32	2036-37 sands) 2032-33 to	2041-42 2037-38 to	No		
Resilience Project N	cy Projects with No Identified Fur Name	nding Source  LFY 2021-2022  bleted for your jurisdiction	Expe 2022-23 to 2026-27	2031-32 enditures (in \$thou 2027-28 to 2031-32	2036-37 sands) 2032-33 to	2041-42 2037-38 to	No		
Resilience Project N N/A	cy Projects with No Identified Fur Name Inerability assessment been comp	nding Source  LFY 2021-2022  bleted for your jurisdiction peen assessed?	2026-27  Experiment   2022-23 to   2026-27  on's storm water	2031-32 enditures (in \$thou 2027-28 to 2031-32	2036-37 sands) 2032-33 to	2041-42 2037-38 to	No		
Resilience Project N N/A	cy Projects with No Identified Fur Name Ilnerability assessment been comp	nding Source  LFY 2021-2022  bleted for your jurisdictioneen assessed? esiliency plan of 20 year	2026-27  Experiment   2022-23 to   2026-27  on's storm water	2031-32 enditures (in \$thou 2027-28 to 2031-32	2036-37 sands) 2032-33 to	2041-42 2037-38 to			

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

### End of Useful Life Replacement Projects with a Committed Funding Source

#### Expenditures (in \$thousands)

	Exportation of (in this document)							
Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to			
Project Name	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42			
N/A								

### End of Useful Life Replacement Projects with No Identified Funding Source

### Expenditures (in \$thousands)

		L^	Jenunui es (in puno	usaiius)	
Project Name	LFY 2021-2022	2022-23 to		2032-33 to	2037-38 to
Project Name	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42
N/A					

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as "actual" expenditures.

Consistent with expenditure projections, the jurisdiction's actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR's interpretation of subparagraph 403.9302(3)(f), F.S., is that "capital account" refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

, (	COLAI							
		Total	F	unding Sources fo	res			
		Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
	2016-17	0	0					
	2017-18	0	0					
	2018-19	6	6					
	2019-20	8	8					
	2020-21	16	16					

Expansion

OH	_								
		Total	F	Funding Sources for Actual Expenditures					
		Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contribu Reserve		Balance of Reserve Account
20	016-17								
20	017-18								
20	018-19								
20	019-20								
20	020-21							•	

Resiliency

~ <i>J</i>			_				
	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	from Current from Bond from Dedicated from All-Purpose		Contribution Reserve Acco	ns to Balance of bunt Reserve Account	
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Replacement of Aging Infrastructure

mornt or right	ing initiasti dotal o							
	Total	F	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		Contributions to Reserve Account	Balance of Reserve Account
2016-17		real Revenues	Froceeus	Kesel ve	Kairiy Day Fullu			
2017-18								
2018-19								
2019-20								
2020-21							_	

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, i.e., EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Committee Funding Source	2026-27	2031-32	2036-37	2041-42
Maintenance	85	95	107	121
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	85	95	107	121

No Identified Funding Source	2022-23 to	2027-28 to	2032-33 to	2037-38 to
No identified Furiding Source	2026-27	2031-32	2036-37	2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Strategies for New Funding Sources	2026-27	2031-32	2036-37	2041-42
T 1 1				
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0
remaining officiated needs	0	U	U	U

### Additional Table Rows

Choose from the drop-down lists for Project Type and Funding Source Type, then fill in the project name and expenditure estimates. Rows that are highlighted RED are either missing information in a "Project & Type Information" column or have zero expenditures. Link to aggregated table to crosscheck category totals and uncategorized projects.

Project & Type Information			Expenditures (in \$thousands)  LFY 2021-2022					
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Droject Name	LFY 2021-2022	2022-23 to	2027-28 to 2032-33 to	2032-33 to	2037-38 to	
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42	

Project & Type Information  Project Type (Choose from dropdown list)  Project & Type Information  Funding Source Type (Choose from dropdown list)  Project Name			Expenditures (in \$thousands)  LFY 2021-2022					
Project Type (Choose from dropdown list)	Funding Source Type		LEV 2021 2022	2022-23 to 2027-28 to 2032-33 to 2037				
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42	
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Project & Type Information  Project Type (Choose from dropdown list)  Project & Type Information  Funding Source Type (Choose from dropdown list)  Project Name			Expenditures (in \$thousands)  LFY 2021-2022					
Project Type (Choose from dropdown list)	Funding Source Type	Drainet Name	LFY 2021-2022	2022-23 to 2027-28 to 2032-33 to 203				
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42	
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Project & Type Information  Project Type (Choose from dropdown list)  Project & Type Information  Funding Source Type (Choose from dropdown list)  Project Name			Expenditures (in \$thousands)  LFY 2021-2022					
Project Type (Choose from dropdown list)	Funding Source Type	Drainet Name	LFY 2021-2022	2022-23 to 2027-28 to 2032-33 to 203				
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42	
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Project & Type Information  Project Type (Choose from dropdown list)  Project & Type Information  Funding Source Type (Choose from dropdown list)  Project Name			Expenditures (in \$thousands)  LFY 2021-2022					
Project Type (Choose from dropdown list)	Funding Source Type		LEV 2021 2022	2022-23 to 2027-28 to 2032-33 to 2037				
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42	
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			<u> </u>					
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Project & Type Information			Expenditures (in \$thousands)				
Project Type	Funding Source Type	Drainet Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name LF	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42

Project & Type Information				Expenditures					
Declark Time	Funding Source Type		LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to		
Project Type	Funding Source Type		LF1 2021-2022	2026-27	2031-32	2036-37	2041-42		
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0		
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0		
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0		
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0		
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0		
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0		
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0		
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0		
Total of Projects	s without Project Type and/or Funding	g Source Type	0	0	0	0	0		

#### East Nassau Stewardship District Storm Water Need Analysis - Limitations and Assumptions

Project Name: East Nassau Stewardship District Date: 6/15/2022

Project Location: East of I-95 north of SR 200 in Nassau County Etm Job No. 22-018

Project City / State: Yulee, Florida

#### **Storm Water Need Analysis Limitations and Assumptions:**

England, Thims & Miller, Inc. (ETM) drafted a portion of the storm water need analysis based on limited information. This information includes ,when available, approved Engineering Plans and Permits that were issued by Nassau County Planning Department and the St. Johns River Water Management District. Since, this is a Stewardship District (DISTRICT) that is phased there are numerous approved Plans and Permits.

ETM did not conduct an exhaustive search of the regulating documents for this project due to a limited scope and budget. The intent is to provide estimates sufficient to respond to the Storm Water Need Analysis as required by the State of Florida's Office of Economic & Demographic Research. This level of accuracy was confirmed during the State of Florida's Webinars regarding the Storm Water Need Analysis.

Due to the nature of the analysis for this project, there are many assumptions and limitations required. It should be noted that the intent is to provide the State of Florida with a proposed budget for Storm Water Needs for the next 20 years. Due to the assumptions and limitations, this analysis should not be relied upon for any use other than the fulfillment by the DISTRICT to fill out the State of Florida's Storm Water Need Analysis forms.

#### Assumptions / Limitations:

- 1. Generally there will be no major replacements required of storm water infrastructure that exceeds 5% of the maintenance budget in any given year.
- 2. The DISTRICT Boundary will not be revised or expanded during the 20 year period designated in this analysis.
- 3. Maintenance budget figures are provided by the District Manager.
- 4. No survey or field work was performed to determine the details of the storm water management system; including lengths of culverts or ditches.
- 5. Generalized data were obtained from various engineering plans that were prepared for the development of the DISTRICT infrastructure.
- 6. Projections of the maintenance budget numbers based on optional growth rate schedules speadsheet provided by the State of Florida Department of Economic and Demographic Research.



England - Thims & Miller, Inc. 14775 Old St. Augustine Rd., Jacksonville, Fl. 32258 Phone (904) 642-8990 Reg No: 2584

# EAST NASSAU STEWARDSHIP DISTRICT

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#### LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of this day of July, 2022, (the "Effective Date") by and between SS NASSAU, LLC, a Florida limited liability company, an address of which is 2963 Dupont Street, Jacksonville, Florida 32217 ("Landlord") and EAST NASSAU STEWARDSHIP DISTRICT, whose address is 123 Tinker Street, Wildlight, Florida 32097 ("Tenant").

#### 1. PROPERTY; TERM.

- 1.1 PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Unit 300-C ("Premises"), which for all purposes of this Lease shall be deemed to contain 1,500 rentable square feet of space, in the building, known as "Building 300" to be located at 57 Homegrown Way, Wildlight, Florida 32097 ("Building"). The location of the Premises within the Building is depicted on Exhibit A attached hereto. The Building shall contain 4,542 rentable square feet and shall be situated in a six-building condominium known as The Offices at Village Center, a condominium ("Condominium").
- 1.2 COMMON AREAS. Tenant and its employees and customers will have the nonexclusive right during the Term of this Lease to use the parking areas, streets, driveways, aisles, sidewalks, curbs, and all other areas in the Property designated by The Offices at Village Center, Condominium Association, Inc. ("Association") governing the Condominium, from time to time, for use by all owners, occupants, guests and invitees in the Condominium (collectively, the "Common Areas" and together with Building, the "Property").
- LEASE TERM. The term of this Lease (the "Term") shall be sixty (60) calendar 1.3 months plus the portion of the month in which the Commencement Date occurs if the Commencement Date is other than the first day of a calendar month. The Term shall commence on the business day following the date of Substantial Completion of the Tenant Improvements, as defined in the Commencement Agreement (the "Commencement Date") which is estimated to be March 1, 2023, provided, however, that Tenant shall have no right to possession of the Premises until the Security Deposit has been delivered to Landlord (the Security Deposit shall not be deemed delivered to Landlord if it is in the form of a check until that check has cleared the bank and funds have been credited to Landlord's account) and the Tenant has provided Landlord with a certificate of insurance evidencing the insurance coverages that Tenant is obligated to maintain pursuant to this Lease. If the Landlord fails to deliver the Premises Substantially Completed on or before July 1, 2023 ("the Outside Delivery Date"), subject to Force Majeure, Tenant's sole remedy shall be to terminate the Lease by written notice to Landlord given on or before the date that is thirty (30) days following the Outside Delivery Date. Should Tenant terminate this Lease pursuant to the foregoing, Landlord will return all monies previously deposited by Tenant to Landlord. Landlord and Tenant shall execute a Commencement Agreement substantially in the form of Exhibit C attached hereto once the Commencement Date has been determined. Tenant shall have access to the Premises 24-hours per day, 7-days a week, 365 days per year.
- 1.4 RENEWAL OPTION. Tenant shall have one option to renew the Lease (the "Renewal Option") for an additional sixty (60) calendar months (the "Renewal Term") upon the same terms and conditions of this Lease with Base Rent for the "Renewal Term" escalating at 3% per annum over the preceding lease year, as provided in Section 2.1 of this Lease. The 3% annual

Base Rent escalations shall continue for the duration on the Renewal Term period, as provided in Section 2.1 of this Lease. Tenant must provide Landlord with written notice that Tenant is exercising the option to renew no later than 120 days prior to the end of the then expiring Term ("Renewal Notice"). Tenant's failure to give the Renewal Notice by that date, whether due to Tenant's oversight or failure to cure any existing defaults or otherwise, shall render the Renewal Option null and void. Tenant shall not be permitted to exercise the Renewal Option at any time during which Tenant is in default of this Lease, subject to applicable notice and grace periods (if any). If Tenant fails to cure any default prior to the commencement of the Renewal Term, subject to applicable notice and grace periods, the Renewal Option shall be void as of the expiration of the initial Term and the Renewal Term shall not commence, unless Landlord elects to waive such default.

- 2. RENT AND OTHER CHARGES. All invoices submitted to the Tenant must provide sufficient detail in accordance with the Florida's Prompt Payment Act.
- 2.1 BASE RENT. Tenant agrees to pay monthly rent ("Base Rent") by the first day of each month of the Term, together with any and all rental, sales or use taxes levied by any governmental body for the use or occupancy of the Premises and any rent or other charges payable hereunder in accordance with the following schedule:

Lease Months	Annualized Base Rent rate/RSF	Base Rent
212022		
1 – 12	\$22.50	\$2,812.50
13 – 24	\$23.18	\$2,896.88
25 – 36	\$23.87	\$2,983.78
37 – 48	\$24.59	\$3,073.29
49 – 60	\$25.32	\$3,165.49
	Renewal Terr	n
25 - 36       \$23.87       \$2,983.78         37 - 48       \$24.59       \$3,073.29		
13 – 24	\$26.87	\$3,358.27
25 - 36	\$27.67	\$3,459.02
37 – 48	\$28.50	\$3,562.79
49 – 60	\$29.36	\$3.669.67

If the Commencement Date should be a date other than the first day of a calendar month, then the first installment of Base Rent shall be prorated by multiplying the Lease Month 1 monthly installment of \$2,812.50 by a fraction, the numerator of which is the number of days from the Commencement Date through the final day of the first calendar month of the Term and the denominator of which is the total number of days in the calendar month in which the Commencement Date occurs. In such event, Lease Month 1 would commence on the first day of the calendar month following the month in which the Commencement Date occurs.

Base Rent shall be paid via check, without demand, set off or deduction, to Landlord at 2963 Dupont Avenue, Suite 2, Jacksonville, Florida 32217, or such other address as Landlord directs in writing.

- 2.2 LATE CHARGES. If any Base Rent or other payment due under this Lease is not received by Landlord within ten (10) days of the due date of such payment, Tenant shall pay, in addition to such payment a late charge equal to the greater of (i) five percent (5.0%) of the payment which is past due or (ii) Two Hundred Fifty and No/100 Dollars (\$250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen percent (18%) per annum and the highest rate permitted by law ("Default Rate"). Interest on the past due amount shall be in addition to and not in lieu of the five percent (5.0%) late charge or any other remedy available to Landlord.
- 2.3 ADDITIONAL RENT. All charges payable by Tenant under the terms of this Lease other than Base Rent are called "Additional Rent." Unless this Lease provides otherwise, all Additional Rent shall be paid with the next monthly installment of Base Rent and shall include all applicable sales or use taxes. The term "Rent" shall mean Base Rent and Additional Rent.

#### 2.4 OPERATING EXPENSES.

- 2.4.1 PAYMENT OF OPERATING EXPENSES. In addition to the Base Rent payable under Section 2.1 above, Tenant agrees to pay its proportionate share of Operating Expenses. On or before March 31st of each year, Landlord shall provide an estimate of the Operating Expenses for the current calendar year (the "Estimate Statement"). Tenant shall remit monthly one-twelfth (1/12th) of the Operating Expenses detailed in the Estimate Statement (the "Estimated Payment") as Additional Rent together with each payment of Base Rent; provided that Landlord may invoice Tenant retroactively for the months of January through the month of issuance of the Estimate Statement. On or before March 31st of each calendar year, Landlord shall send a statement to Tenant detailing all Operating Expenses for the prior year (the "Operating Expense Statement"). If the Operating Expense Statement indicates that the Estimated Payments paid by Tenant during the preceding year exceeded the amount set forth in the Operating Expense Statement, then Tenant shall be given a credit against its next due installments of Operating Expenses in the amount of the difference between the Estimated Payments made in the preceding year and the actual Operating Expenses for the preceding year. If such overpayment of Operating Expenses by Tenant occurs in the final year of the Term, Landlord shall refund to Tenant the difference between the Estimated Payments and the actual Operating Expenses. If the Operating Expense Statement indicates that the Operating Expenses exceeded the Estimated Payments, then Tenant shall remit the difference to Landlord as Additional Rent. Landlord's failure to provide a statement shall not prejudice Landlord's right to collect a shortfall or Tenant's right to receive a credit for over payments. As of the Effective Date, the Operating Expense is estimated to be \$5.30 per square foot, which includes all of the items defined as Operating Expenses in Section 2.4.2. Tenant shall have no obligation to pay any additional Operating Expenses not billed within one (1) year of the preceding year.
- 2.4.2 DEFINITION OF OPERATING EXPENSES. "Operating Expenses" shall mean: (i) all ad valorem real estate taxes and assessments, personal property taxes, and any other levies, charges, local improvement rates, and assessments assessed or charged against the Premises, the equipment and improvements therein contained excluding only income or capital gains taxes imposed upon Landlord, franchise, business license, corporate, documentary transfer tax, succession, capital levy, income taxes, excess profit or net profit taxes and interest or penalties for

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late payments incurred as a result of Landlord's failure to pay when due, and including all commercially reasonable fees and costs associated with the appeal of any assessment; (ii) insurance that the Landlord is obligated or permitted to obtain under this Lease; (iii) dues and assessments payable to the Association, all as applicable.

2.4.3 AUDIT RIGHTS. Tenant shall have the right to examine and review Landlord's books and records pertaining to Operating Expenses ("Tenant's Review"), at Tenant's expense, one time during each calendar year provided that (i) Tenant provides Landlord with written notice of its election to conduct Tenant's Review no later than four (4) months following Tenant's receipt of the Operating Expense Statement. Tenant and the person(s) conducting Tenant's Review agree that they will not divulge the contents of Landlord's books and records or the result of their examination to any other person, including any other tenant in the Building, other than Tenant's attorneys, accountants, employees and consultants who have need of the information for purposes of administering this Lease for Tenant or as otherwise required by law or in connection with legal proceedings. Tenant's Review shall be conducted at Landlord's office where the accounting records are maintained during Landlord's normal business hours. In the event that Tenant's Review demonstrates that Landlord has overstated Operating Expenses, Landlord shall reimburse Tenant for any overpayment of Estimated Payments of such Operating Expenses within thirty (30) days of Landlord's receipt of reasonably sufficient documentation of such overstatement from Tenant. In the event that Tenant's Review demonstrates that Landlord has understated Operating Expenses, Tenant shall promptly reimburse Landlord for any underpayment of Estimated Payments of such Operating Expenses. .

#### USE OF PROPERTY.

- 3.1 PERMITTED USES. Tenant may use the Premises only for office purposes, and uses ancillary thereto (the "Permitted Use"), unless Landlord gives written consent in advance of any other use of the Premises, which consent may be withheld in Landlord's sole discretion, but in all events subject to the terms of the Declaration of Condominium for Offices at Village Center, a Condominium (the "Condo Declaration"). Landlord represents and warrants that there are no exclusives or prohibited uses that have been granted in the Condominium as of the date of this Lease, other than those set forth in the Condo Declaration or otherwise as set forth in the public records of Nassau County, Florida. Tenant shall not create a nuisance or use the Premises for any illegal or immoral purpose.
- 3.2 COMPLIANCE WITH LAWS. Landlord represents that the construction of the Premises complies with all "Applicable Laws," which shall be defined as any and all governmental laws, rules, regulations, ordinances and codes applicable for the construction, operation and maintenance of the Condominium including the Premises, including the Condo Declaration. To the extent applicable to the Tenant, Tenant shall comply with all Applicable Laws and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of Applicable Laws which violation was a result of Tenant's actions in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or during the Term, will comply with all Applicable Laws. Tenant will procure at its own expense all permits and licenses required for the transaction of its business in the Premises. Landlord shall be responsible for obtaining the

final certificate of occupancy for the Premises, Building and Property. In addition, Tenant warrants that its use of the Premises will be in strict compliance with all Applicable Laws. During the Term, Tenant shall, at its sole cost and expense, make any modifications to the Premises that may be required pursuant to any Applicable Laws that took effect subsequent to the Effective Date of this Lease.

3.3 HAZARDOUS MATERIAL. Throughout the Term, Tenant will prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials on, under, in, above, to, or from the Premises, except that Hazardous Materials may be used in the Premises as necessary for the customary maintenance of the Premises, provided that same are used, stored and disposed of in strict compliance with Applicable Laws. For purposes of this provision, the term "Hazardous Materials" will mean and refer to any wastes, materials, or other substances of any kind or character that are or is regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any Applicable Laws.

If Tenant's activities at the Premises or Tenant's use of the Premises (a) result in a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder; (b) gives rise to any claim or requires a response under Applicable Laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Tenant shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of the non-emergency remediation plan to be undertaken.

Subject to the provisions and limitation set forth in Section 768.28, Florida Statutes and solely to the extent as may be allowed by law, Tenant shall at all times indemnify and hold harmless Landlord against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses (including reasonable attorneys' fees) of any nature whatsoever suffered or incurred by Landlord to the extent they were caused by the following activities of Tenant on the Premises during the Term and arise from events or conditions which came into existence after the Commencement Date: (i) any release, threatened release, or disposal of any Hazardous Materials at the Premises, or (ii) the violation of any Applicable Laws at the Premises, pertaining to protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous wastes or occupational health and safety. Nothing herein shall constitute or be construed as a waiver of the Tenant's sovereign immunity protections and limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

Landlord shall at all times indemnify and hold harmless Tenant against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses (including reasonable attorneys' fees) of any nature whatsoever suffered or incurred by Tenant to the extent they were caused wholly or in part by the following activities of Landlord on the Premises and arise from events or conditions which came into existence prior to the Commencement Date: (i) any release, threatened release, or disposal of any Hazardous Materials at the Premises, or (ii) the violation of any Applicable Laws at the Premises, pertaining to

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protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous wastes or occupational health and safety.

- 3.4 SIGNS. Tenant shall not place any signs on the Premises or Building, except with the prior written consent of the Landlord, including consent as to location and design, which may be withheld in Landlord's reasonable discretion, and subject to the architectural control requirements imposed in the deed granting Landlord title to the Property. Landlord shall use commercially reasonable efforts to obtain architectural approval of Tenant's preferred sign design. Landlord shall remove all signs installed on the Building upon expiration or termination of the Lease and repair any damage to the Building resulting from such removal, all at Tenant's expense.
- 3.5 LANDLORD'S ACCESS. Landlord shall be entitled at all reasonable times and upon reasonable notice, not less than 48 hours in advance, to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord is required by this Lease to make or which Landlord considers necessary or desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice not less than 48 hours in advance to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Building, and, during the last six months of the Term or any renewal thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises, Building or Property as Landlord deems necessary but in no event more than 90 days prior to the expiration of the Term. Landlord will have the right at all times to enter the Premises without prior notice to Tenant in the event of an emergency affecting the Premises.
- 3.6 QUIET POSSESSION. If Tenant pays all Rent and fully performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.
- 3.7 PARKING. All motor vehicles (including all contents thereof) shall be parked in such spaces at the sole risk of Tenant, its employees, agents, invitees and licensees, it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles, or the contents thereof. Landlord represents and warrants that there shall be at all times sufficient parking spaces to meet the parking requirements of the local zoning code without variance.
- 3.8 RULES AND REGULATIONS. Tenant shall observe all reasonable rules and regulations established by the Association, provided that Tenant shall not be subject to any rule or regulation that (i) creates or limits hours or days of operation; (ii) reduces or restricts parking availability below levels required by the local zoning code; or (iii) imposes a requirement or restriction on Tenant which is different from that imposed on other tenants and owners in the Condominium.

#### 4. TENANT ALTERATIONS AND IMPROVEMENTS.

- 4.1 TENANT IMPROVEMENTS. The construction of tenant improvements to the Premises will be performed in accordance with Exhibit D attached hereto (the "Work Letter"). Except as expressly provided in this Lease, Tenant acknowledges and agrees that Landlord has not undertaken to perform any modification, alteration or improvements to the Premises, and subject to Landlord having completed Landlord's Work, as defined in the Work Letter, Tenant further waives any defects in the Premises other than latent defects and acknowledges and accepts the Premises in their "AS IS" condition, and as suitable for the purpose for which they are leased, and the Premises and every part and appurtenance thereof as being in good and satisfactory condition. If any improvements, modifications or alterations, beyond those specified in the Work Letter, are required for Tenant's initial occupancy of the Premises, Tenant will be solely responsible for all associated expenses.
- 4.2 TENANT ALTERATIONS. After the Substantial Completion of the Tenant Improvements as outlined in the Work Letter, Tenant will not make or allow to be made any alterations in or to the Premises without first obtaining the written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed; provided, however, Tenant shall be permitted to repaint the interior of the Premises, replace any carpeting or wall covering in the Premises, install shelving and make other interior non-structural alterations and improvement costing less than \$20,000.00 without Landlord prior written consent. All Tenant alterations will be accomplished in a good and workmanlike manner at Tenant's sole expense, in conformity with all Applicable Laws by a licensed contractor approved in advance by Landlord, such approval of contractor not to be unreasonably withheld or delayed. All contractors performing alterations in the Premises shall carry the following insurance coverages: (a) workers' compensation insurance as required by Florida law, (b) employer's liability coverage of \$100,000 per accident, \$100,000 disease per employee, and \$500,000 disease aggregate, (c) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and (d) business automobile insurance with coverage limit of \$500,000 per claim. Each contractor shall deliver a certificate of insurance evidencing such coverages to Landlord, among other additional insureds, and waivers of subrogation prior to commencing work in the Premises. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Any Tenant alterations to the Premises made by or installed by either party hereto will remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord may, upon giving notice to Tenant prior to the commencement of construction of any addition or alteration, require Tenant to remove any additions and/or repair any alterations made to the Premises subsequent to completion of Tenant's Fit-Up Work described in the Work Letter to restore the Premises to the condition existing at the time of Substantial Completion of the Fit-Up Work, with all costs of such Landlord-directed removal, repair, restoration, or alterations to be borne by Landlord. This clause will not apply to moveable equipment, furniture or moveable trade fixtures, and cabinetry owned by Tenant (collectively, "Tenant's Property"), which may be removed by Tenant at the end of the Term if Tenant is not then in default and if such Tenant's Property is not then subject to any other rights, liens and interests of Landlord. Tenant will have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Premises, the Property or any portion thereof. Tenant will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request

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by Landlord. NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANYONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES. TENANT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY TENANT PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES. The foregoing will not prohibit Tenant's lender from placing a lien over Tenant's Property, if applicable, which shall be superior to any landlord's lien Landlord may have over Tenant's Property. Further, if required by Tenant's lender, Landlord will execute a landlord waiver agreement in the form reasonably required by Tenant's lender.

#### INSURANCE AND INDEMNITY.

#### 5.1 TENANT'S INSURANCE.

- 5.1.1. Tenant will throughout the Term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, in the amounts specified with deductible amounts reasonably satisfactory to Landlord:
- (a) COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability ("CGL") insurance covering claims arising from personal injury, death and property damage occurring in or about the Premises, the Building and the Common Areas with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. The CGL policy shall include contractual liability coverage.

#### (b) Intentionally omitted]

(c) PROPERTY INSURANCE. Insurance of personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant on a replacement cost basis, with coverage equal to not less than ninety percent (90%) of the full replacement value of all insured property. In the event any casualty occurs, Tenant agrees to pay the difference between the insurance coverage required to be maintained by this subparagraph 5.1(d) and an insurance policy offering coverage of one hundred percent (100%) of the full replacement value of the insured property.

#### (d) [Intentionally omitted]

All policies referred to above shall: (i) be taken out with insurers licensed to do business in Florida having an A.M Best's rating of A-, Class IX, or otherwise approved in advance by Landlord; (ii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to the Landlord or any mortgagee of Landlord; and (iii) contain an obligation of the insurers to endeavor to notify the Landlord not less than thirty (30) days prior to the termination of any such policy. Landlord and Landlord's property manager shall be named as additional insureds on the CGL policy. Tenant shall provide certificates of insurance on Acord Form 25-S on or before the Commencement Date and thereafter at times of renewal or changes in coverage or insurer, and if required by a mortgagee, copies of such insurance policies

certified by Tenant's insurer as being complete and current promptly upon request. If (a) the Tenant fails to take out or to keep in force any insurance referred to in this Section 5.1, and (b) the Tenant does not commence and continue to diligently cure such default within two (2) business days after notice by the Landlord to Tenant specifying the nature of such default, then the Landlord has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of the Tenant, and all outlays by the Landlord shall be paid by the Tenant to the Landlord without prejudice to any other rights or remedies of the Landlord under this Lease. The Tenant shall not keep or use in the Premises any article that may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Building.

- 5.2 LANDLORD'S INSURANCE. During the Term, Landlord will carry (or cause to be carried) and maintain the following types of insurance: (i) property insurance on the Premises covering "All Risks" perils in an amount equal to the full replacement cost of the Tenant Improvements (excluding any property with respect to which the Tenant is obliged to insure pursuant to Section 5.1); and (ii) commercial general liability insurance in an amount maintained by the Association.
- 5.3 RELEASE AND WAIVER OF SUBROGATION RIGHTS. The parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage to all property, whether real, personal or mixed, located in the Premises, by reason of any cause against which the releasing party is actually insured or, regardless of the releasing party's actual insurance coverage, against which the releasing party is required to be insured pursuant to the provisions of Sections 5.1 or 5.2. This mutual release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees except that it shall not apply to willful conduct. Each party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation upon request. This Section 5.3 supersedes any provision to the contrary which may be contained in this Lease.

#### 5.4 INDEMNIFICATION OF THE PARTIES.

- 5.4.1 TENANT'S INDEMNITY. Subject to the provisions and limitation set forth in Section 768.28, Florida Statutes, and solely to the extent as may be allowed by law, Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Landlord that occurs (i) in the Premises, except for any such loss, injury or damage that is caused by or results from the gross negligence or willful misconduct of Landlord, its employees or agents; or (ii) anywhere in the Condominium outside of the Premises as a result of and to the extent of the gross negligence or willful misconduct of Tenant, its employees, agents or contractors. Nothing herein shall constitute or be construed as a waiver of the Tenant's sovereign immunity protections and limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.
- 5.4.2 LANDLORD'S INDEMNITY. Landlord hereby indemnifies Tenant from, and agrees to hold Tenant harmless against, any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Tenant by any person whomsoever, that occurs in the Building or anywhere in the

Condominium and that is wholly or in part caused by or results from the negligence or willful misconduct of Landlord or its employees or agents.

The provisions of this Section 5.4 shall survive the expiration or earlier termination of this Lease.

#### 6. DAMAGE, DESTRUCTION AND CONDEMNATION.

DESTRUCTION OR DAMAGE TO PREMISES. If the Premises are at any time damaged or destroyed in whole or in part by fire, casualty or other causes, Landlord shall have sixty (60) days from such damage or destruction to determine and inform Tenant whether Landlord will restore the Premises to substantially the condition that existed immediately prior to the occurrence of the casualty. If Landlord elects to rebuild, Landlord shall complete such repairs to the extent of insurance proceeds plus the amount of any deductible within one hundred and eighty (180) days from the end of the sixty (60) day period (subject to Force Majeure). Landlord must promptly commence and diligently pursue the repairs to completion. If such repairs have not been completed within that 180-day period (subject to Force Majeure), and Tenant desires to terminate the Lease as a result thereof, then Tenant must notify Landlord prior to Landlord's completion of the repairs of Tenant's intention to terminate this Lease. Landlord shall then have ten (10) days after Landlord's receipt of notice of Tenant's election to terminate to complete such repairs (as evidenced by a certificate of completion). If Landlord does complete such repairs prior to the expiration of such ten-day cure period, Tenant shall have no such right to terminate this Lease. Tenant shall, upon substantial completion by Landlord, promptly and diligently, and at its sole cost and expense, repair and restore any Tenant Improvements to the Premises made by Tenant to the condition which existed immediately prior to the occurrence of the casualty. If, in Landlord's reasonable estimation, the Premises cannot be restored within two hundred forty (240) days of such damage or destruction, then either Landlord or Tenant may terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after the date such notice is given. Until the restoration of the Premises is complete, there shall be an abatement of Rent, unless the damaging event was caused by the negligence or willful misconduct of Tenant, its employees, officers, agents, licensees, invitees, visitors, customers, concessionaires, assignees, subtenants, contractors or subcontractors, in which event there shall be no such abatement.

Notwithstanding the foregoing provisions of this paragraph, if damage to more than fifty percent (50%) of the Premises or destruction of the Premises shall occur within the last year of the Term, as the same may be extended as provided hereinafter and Landlord notifies Tenant that it will restore the Premises to their condition prior to the casualty, Landlord and Tenant shall extend the Term for an additional period so as to expire five (5) years from the date of the completion of the repairs to the Premises unless Tenant gives notice to Landlord of its refusal to extend the Term within fifteen (15) days after receipt of Landlord's notice. Such extension shall be on the terms and conditions provided herein, if an option to extend this Lease remains to be exercised by Tenant hereunder, or under the terms prescribed in Landlord's notice, if no such further extension period is provided for herein. Upon receipt of such notice from Tenant, Landlord agrees to repair and restore the Premises within a reasonable time. If Tenant refuses or fails to timely extend the Term as provided herein, Landlord at its option shall have the right to terminate this Lease as of the date of the damaging event, or to restore the Premises and the Lease shall

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continue for the remainder of the then unexpired Term, or until the Lease is otherwise terminated as provided herein.

#### 6.2 CONDEMNATION.

- 6.2.1 TOTAL OR PARTIAL TAKING. If the whole of the Premises (provided that if 60% or more of the Premises are taken, or if the portion that is taken renders it impractical, in Tenant's sole discretion, for the Tenant to continue its practice in the Premises, the Tenant may deem that all of the Premises are taken), or such portion thereof as will make the Premises unusable, in Landlord's reasonable judgment, for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent and all other charges paid for a period subsequent to the Taking Date. If less than the whole of the Premises is taken, Rent and other charges payable to Landlord shall be equitably abated. If this Lease is not terminated, Landlord shall repair any damage to the Premises caused by the taking to the extent necessary to make the Premises reasonably tenantable within the limitations of the available compensation awarded for the taking (exclusive of any amount awarded for land). During the period when Landlord is completing the repairs, the Rent shall be abated.
- 6.2.2 AWARD. All compensation awarded or paid upon a total or partial taking of the Premises or Building including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, dental equipment and cabinetry and other personal property belonging to Tenant, relocation expenses or other compensation allowed by law; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

#### 7. MAINTENANCE AND REPAIRS.

- 7.1 LANDLORD OBLIGATIONS. Landlord shall use commercially reasonable efforts to cause the Association to maintain in reasonably good order and repair the structural roof, roof membrane, structural and exterior walls (including painting thereof), foundations, utilities lines up to their point of distribution into the Premises and Common Areas of the Property. Landlord's failure to fulfill, or failure to cause the Association to fulfill, its obligations hereunder, following any applicable notice and cure periods, shall entitle the Tenant to, by written notice to the Landlord, withhold the payment of its Rent until such repairs are completed.
- 7.2 TENANT MAINTENANCE. Except as specifically provided to the contrary in Section 7.1 above, Tenant shall at its expense throughout the Term and all renewals and extensions thereof, maintain the Premises in good order and condition, , including but not limited to heating and air conditioning equipment, walls, floors and ceilings, systems and equipment, electric lights, interior doors, floor coverings, plumbing work, and fixtures, interior

wiring, signs, and utility facilities not maintained by Landlord. Landlord shall use reasonable efforts to extend to Tenant the benefit from warranties on such items, if any, that have been made by Landlord's contractors or vendors and to extend to Tenant, as and if available, any bulk buying power that Landlord may have with such contractors or vendors. If any portion of the Premises or any system or equipment in the Premises that Tenant is obligated to repair cannot be fully repaired, Tenant shall promptly replace the same, regardless of whether the benefit of such replacement extends beyond the Term. Tenant shall also maintain a preventive maintenance contract providing for the regular inspection (at least semi-annual) and maintenance of the heating and air conditioning system by a licensed heating and air conditioning contractor (approved by Landlord) and provide a copy of such contract to Landlord. Landlord shall have the right, upon notice to Tenant, to undertake the responsibility for preventive maintenance of the heating and air conditioning system or any other system or component at Tenant's expense. Landlord and Tenant intend that, at all times during the Term, Tenant shall maintain in good order and condition, the Premises in an attractive, first class and fully operative condition. All of Tenant's obligations to maintain and repair shall be accomplished at Tenant's sole expense. If Tenant fails to maintain and repair the Premises as required by this Section 7.2, Landlord may enter the Premises on ten (10) days' prior notice (except that no notice shall be required in case of emergency) and perform such maintenance or extraordinary repair on behalf of the Tenant. In such cases, Tenant shall reimburse Landlord immediately upon demand for all costs incurred in performing such maintenance or extraordinary repair plus an administration fee equal to 10% of such costs or expenses.

7.3 CONDITION UPON TERMINATION. Upon the termination of the Lease, Tenant shall surrender the Premises to Landlord, broom clean and in good order, condition and repair, except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. However, Tenant shall not be obligated to repair any damage that Landlord is required to repair under Section 7.1. Tenant shall repair, at Tenant's expense, any damage to the Premises or Building caused by the removal of any of Tenant's personal property, including but not limited to furniture, machinery and equipment. In no event, however, shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; millwork and cabinetry; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners, or any other heating or air conditioning equipment; plumbing fixtures, water fountains; or other similar equipment and decorations.

#### 8. DEFAULT AND REMEDIES.

- 8.1 DEFAULT BY TENANT. The following will be events of default by Tenant under this Lease:
- (a) Failure to pay when due any installment of Rent or any other payment required pursuant to this Lease within ten (10) days after the due date.
- (b) The filing of a petition for bankruptcy or insolvency under any applicable federal or state bankruptcy or insolvency law that is not dismissed within 60 days of such commencement; an adjudication of bankruptcy or insolvency or an admission that it cannot meet its financial obligations as they become due, or the appointment or a receiver or trustee for all or

substantially all of the assets of Tenant; the foregoing shall also apply to each party guaranteeing the obligations of Tenant under this Lease (each, a "Guarantor");

- (c) A transfer in fraud of creditors or an assignment for the benefit of creditors, whether by Tenant or any Guarantor;
- (d) The filing or imposition of a lien against the Premises or the Building as a result of any act or omission of Tenant and the failure of Tenant to satisfy or bond the lien in its entirety within thirty (30) days thereafter;
- (e) The liquidation, termination or dissolution of Tenant or any Guarantor, or, if Tenant or any Guarantor is a natural person, the death of Tenant or such Guarantor;
- (f) Failure to cure the breach of any non-monetary provision of this Lease within thirty (30) days after notice thereof to Tenant; provided, however, that if such breach cannot be cured within such 30 day period using diligent efforts and Tenant promptly commenced efforts to cure such breach upon receipt of Landlord's notice thereof, then such cure period shall be extended for so long as Tenant continues to use diligent efforts to cure, not to exceed a total of sixty (60) days from the date of Landlord's notice;
- (g) Tenant's breach of the same provision of this Lease, other than the obligation to pay Rent, more than twice in any twelve (12) month period and
- (h) Failure to deliver, maintain or restore the Security Deposit pursuant to Section 11.2 hereof.
- 8.2 REMEDIES (DEFAULT BY TENANT). Upon the occurrence of any event of default set forth in Section 8.1, Landlord shall be entitled to the following remedies:
- (a) Landlord may terminate this Lease, dispossess Tenant and recover as damages from Tenant all Rent that is due but unpaid as of and up to the date of dispossession, plus the product of the total amount of brokerage commissions paid by Landlord pursuant to Section 11.19 of this Lease multiplied by a fraction, the numerator of which is the number of months remaining in the Term as of the date of dispossession and the denominator of which is the total number of months in the Term (for example, if Landlord paid brokerage commissions totaling \$10,000 and Tenant is dispossessed in the 30<sup>th</sup> month of a 60 month Term, Tenant would be liable for 50% of the brokerage commissions, or \$5,000), plus the product of the total cost of the Tenant Improvements paid by Landlord pursuant to the Work Letter attached to this Lease multiplied by a fraction, the numerator of which is the number of months remaining in the Term as of the date of dispossession and the denominator of which is the total number of months in the Term, plus all other damages incurred by Landlord as a result of Tenant's breach of the Lease;
  - (b) Intentionally deleted.
- (c) Landlord may elect to repossess the Premises and to relet the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting (including any brokerage commissions paid by Landlord plus any tenant improvement costs or

allowances paid by Landlord) and for any difference between the amount of Rent received from such reletting and the amount due and payable under the terms of this Lease;

(d) Landlord may enter the Premises and take any actions required of Tenant under the terms of this Lease, and Tenant shall reimburse Landlord on demand for any expenses that Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Landlord shall not be liable for any damages resulting to the Tenant from such action.

Landlord reserves the right to pursue any other remedies permitted by law in lieu of remedies above, all of which shall be cumulative; provided, however, that in no event shall Landlord have the right to accelerate Rent or seek punitive or consequential damages (it being acknowledged that the damages identified in subclause (a), (c) and (d) above are direct damages and not consequential damages). Landlord's election not to enforce one or more of the remedies upon an event of default shall not constitute a waiver.

To the extent required by applicable law, Landlord shall use commercially reasonable efforts to mitigate the damages it suffers as a result of Tenant's default under this Lease; provided, however, that Tenant agrees that Landlord will have satisfied its obligation to mitigate damages if Landlord endeavors, in good faith, to re-lease the Premises, but that (i) Landlord will not be required to give preference to the Premises over other vacant space in the Building or any other property owned or controlled by Landlord or any affiliates thereof, (ii) Landlord may reject any prospective tenant who, in Landlord's reasonable discretion, is disreputable, whose business does not enhance the Building, who does not have sufficient business experience, or who lacks the financial ability to perform the tenant's obligations under Landlord's then current form Lease, (iii) under no circumstances shall Landlord be required or obligated to relet or attempt to relet the Premises for any period of time beyond the then applicable Termination Date, and (iv) Landlord may reject any offer to lease the Premises at a rate which is less than the rate being charged for comparable space in the Building or on terms that are less favorable than those contained in this Lease or which (in Landlord's reasonable discretion) is not in the best interests of the Building.

- 8.3 COSTS. Tenant shall pay to Landlord on demand all reasonable fees and costs incurred by Landlord, including reasonable attorneys' fees and costs, (whether incurred in preparation for or at trial, on appeal, or in bankruptcy), incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall also be liable to Landlord for the reasonable expenses to which Landlord may be put in re-entering the Premises, reletting the Premises and putting the Premises into the condition necessary for such reletting (including reasonable attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing), and any other reasonable expenses reasonably incurred by Landlord. In the event of any dispute between Landlord and Tenant arising under the terms of this Lease, the prevailing party in such dispute shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.
- 8.4 WAIVER. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.
- 8.5 DEFAULT BY LANDLORD; REMEDIES; COSTS. In the event Landlord (i) fails to perform any of its covenants, agreements or provisions of this Lease within a reasonable time (unless a specific time is provided elsewhere in this Lease) after written notice by Tenant to

Landlord specifying said breach (but in no event more than thirty (30) days, provided, if such breach or failure shall reasonably take more than thirty (30) days to cure, and Landlord shall have commenced such cure within such thirty (30) day period, Landlord shall have such additional time as is reasonably necessary to cure); or (ii) if any representation or warranty of Landlord fails to be true when given hereunder (provided, however, if such failure of any representation or warranty of being true is capable of being cured by Landlord, then Landlord shall not be in breach of this Lease so long as Landlord cures such failure within thirty (30) days following written notice from Tenant of such failure), such failure shall constitute a default by Landlord. Except as otherwise provided or limited elsewhere in this Lease, in the event of a default by Landlord, Tenant, at its option, without further notice or demand, shall have the right to any one or more of the following remedies as its exclusive remedies: (a) to remedy such default or breach and deduct the costs thereof (including attorneys' fees) from the installments of Rent next falling due; (b) to pursue the remedy of specific performance; (c) to pursue injunctive relief; or, if (a), (b) and (c) fails to cure the default by Landlord, then (d) termination of this Lease with thirty (30) days' written notice; Landlord shall pay to Tenant on demand all reasonable fees, expenses and costs incurred by Tenant, including reasonable attorneys' fees and costs, (whether incurred outside court, in preparation for or at trial, on appeal, or in bankruptcy), incurred by Tenant in enforcing any of the obligations of Landlord under this Lease. In the event of any dispute between Landlord and Tenant arising under the terms of this Lease, the prevailing party in such dispute shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

#### 9. PROTECTION OF LENDERS.

- SUBORDINATION AND ATTORNMENT. This Lease shall be subject and subordinated at all times to the terms of each and every ground or underlying lease which now exists or may hereafter be executed affecting the Premises under which Landlord shall claim, and to the liens of each and every mortgage and deed of trust in any amount or amounts whatsoever now or hereafter existing encumbering the Premises, and to all modifications, renewals and replacements thereto without the necessity of having further instruments executed by Tenant to effect such subordination, provided that Tenant shall not be required to subordinate its rights under the Lease unless the party to whom Tenant is subordinating executes a written, non-disturbance agreement with Tenant, in recordable form, stating that so long as Tenant is not in default of its obligations under this Lease beyond any applicable notice and grace periods, Tenant's possession of the Premises will not be disturbed and this Lease will continue in full force and effect upon foreclosure or recovery of possession. Subject to the foregoing, Tenant, within 30 days after Landlord's demand, shall further evidence its subordination by executing a subordination and attornment agreement in form and substance acceptable to Landlord and its mortgagee or ground lessor, which subordination and attornment agreement shall provide the appropriate nondisturbance language. If Landlord's interest in the Premises is acquired by any mortgagee or purchaser at a foreclosure sale or transfer in lieu thereof, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as Landlord under this Lease. Notwithstanding the foregoing, any mortgagee under any mortgage shall have the right at any time to subordinate any such mortgage to this Lease on such terms and subject to such conditions as the mortgagee in its discretion may consider appropriate.
- 9.2 ESTOPPEL CERTIFICATES. Within fifteen (15) days of receipt of written request from Landlord, any lender, or at the request of any purchaser of the Premises, Tenant shall deliver an estoppel certificate, attaching a true and complete copy of this Lease, including all

amendments relative thereto, and certifying with particularity, among other things, (i) a description of any renewal or expansion options, if any; (ii) the amount of rent currently and actually paid by Tenant under this Lease; (iii) that the Lease is in full force and effect as modified; (iv) Tenant is in possession of the Premises; (v) stating whether either Landlord or Tenant is in default under the Lease and, if so, summarizing such default(s); and (vi) stating whether Tenant or Landlord has claims against the other party and, if so, specifying with particularity the nature and amount of such claim. Landlord shall likewise deliver a similar estoppel certificate within fifteen (15) days of the request of Tenant, any lender or prospective lender of Tenant, or assignee approved by Landlord.

- 9.3 TENANT'S FINANCIAL CONDITION. Within ten (10) days after the completion of the annual audit of the Tenant's financial statements which must be completed within nine (9) months after the end of its fiscal year which begins October 1 in any given year and ends the following September 30<sup>th</sup>.
- 10. TELECOMMUNICATIONS; INTERNET SERVICES. All telecommunications and internet services desired by Tenant shall be ordered by Tenant and utilized at its sole expense. Unless Landlord otherwise requests or consents in writing, all of Tenant's telecommunications and internet services equipment ordinarily anticipated to remain on site after termination of such services shall be and remain solely in the Premises. Tenant shall have no right to place any equipment on the exterior of the Building, including but not limited to the roof. Landlord shall have no responsibility for the maintenance of Tenant's telecommunications equipment, including wire; nor for any wiring or other infrastructure to which Tenant's telecommunications equipment may be connected. Tenant agrees that, to the extent any such service is interrupted, curtailed or discontinued from any cause whatsoever, Landlord shall have no obligation or liability with respect thereto unless such interruption is caused by the negligence or willful misconduct of Landlord or its agents, employees or contractors.

In the event that Tenant wishes at any time to utilize the services of a telephone or telecommunications provider whose equipment is not then servicing the Building, no such provider shall be permitted to install its lines or other equipment within the Building without first securing the prior written approval of the Landlord. Landlord's approval shall not be deemed any kind of warranty or representation by Landlord, including, without limitation, any warranty or representation as to the suitability, competence, or financial strength of the provider. Without limitation of the foregoing standard, unless all of the following conditions are satisfied to Landlord's satisfaction, it shall be reasonable for Landlord to refuse to give its approval: (i) Landlord shall incur no expense whatsoever with respect to any aspect of the provider's provision of its services, including without limitation, the costs of installation, materials and services; (ii) prior to commencement of any work in or about the Building by the provider, the provider shall supply Landlord with such written indemnities and proof of insurance as Landlord deems appropriate; (iii) the provider agrees to abide by such rules and regulations, building and other codes, job site rules and such other requirements as are reasonably determined by Landlord to be necessary to protect the interests of the Building, the tenants of the Building and Landlord; and (iv) Landlord reasonably determines that there is sufficient space in the existing conduits serving the Building for the placement of wires or fibers.

Notwithstanding any provision of the preceding paragraphs to the contrary, the refusal of the Landlord to grant its approval to any prospective telecommunications provider shall not be deemed a default or breach by Landlord of its obligation under this Lease unless and until Landlord is adjudicated to have acted unreasonably with respect to Tenant's request for approval, and in that event, Tenant shall still have no right to terminate the Lease or claim an entitlement to rent abatement, but may as Tenant's sole and exclusive recourse seek a judicial order of specific performance compelling Landlord to grant its approval as to the prospective provider in question. The provisions of this paragraph may be enforced solely by Tenant and Landlord, are not for the benefit of any other party, and specifically but without limitation, no telephone or telecommunications provider shall be deemed a third-party beneficiary of this Lease.

#### 11. MISCELLANEOUS PROVISIONS.

- 11.1 LANDLORD'S LIABILITY; CERTAIN DUTIES. As used in the Lease, the term "Landlord" means only the owner of the fee title to the Premises. Each landlord is obligated to perform the obligations of Landlord under this Lease only during the time such landlord owns such interest or title. Any landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations and the Landlord's obligations under the Lease are transferred to the successor in title or interest. However, each landlord shall deliver to its transferee all funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease.
- SECURITY DEPOSIT. Upon the execution of this Lease, Tenant shall remit to Landlord a security deposit in the amount of \$3,000.00 in cash or other form acceptable to Landlord in its sole discretion (the "Security Deposit"). The Security Deposit represents security for the faithful performance and observance by Tenant of each and every term of this Lease. Landlord may apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant or to cure any other default of Tenant. The Security Deposit shall not constitute liquidated damages. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after notice from Landlord. No interest shall accrue to or for the benefit of Tenant on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts, and no trust relationship is created with respect to the Security Deposit. Landlord shall not be obligated to return the Security Deposit to Tenant upon the expiration or earlier termination of the Lease unless and until all of the following events occur: (i) the payment in full of all Rent due pursuant to the Lease; (ii) the repair of any and all damage to the Premises that is Tenant's responsibility pursuant to this Lease; and (iii) the reconciliation of Operating Expenses for the year in which the Lease expires or terminates. Any Security Deposit owed to Tenant will be paid to Tenant within thirty (30) days after the expiration or termination of the Lease along with a statement detailing any amounts deducted therefrom.
- 11.3 INTERPRETATION. The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neutral genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, or guests entering the Premises with Tenant's express permission. This Lease will not be construed more or less favorably with respect

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to either party as a consequence of the Lease or various provisions hereof having been drafted by one of the parties hereto.

- 11.4 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements either oral or otherwise shall be effective unless embodied herein. All amendments to this Lease shall be in writing and signed by Landlord and Tenant. Any other purported amendment shall be void.
- 11.5 NOTICES. Any notice or document (other than rent) required or permitted to be delivered by the terms of this Lease shall be in writing and delivered by: (i) hand delivery; (ii) certified mail, return receipt requested; or (iii) guaranteed overnight delivery service. Notices to Tenant shall be delivered to the District Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 with a copy to District Counsel, c/o Kutak Rock LLP, 107 W. College Avenue, Tallahassee, Florida 32301. Notices to Landlord shall be delivered to 10175 Fortune Parkway, Suite 1005, Jacksonville, Florida 32256. All notices shall be effective upon delivery during normal business hours. Either party may change its notice address upon notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.
- 11.6 RADON GAS NOTICE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 11.7 WAIVERS. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.
- 11.8 NO RECORDATION. Tenant shall not record this Lease or any memorandum of lease.
- 11.9 FORCE MAJEURE. The performance by either party to this Lease of its obligations (except the payment of Rent or other sums of money for payment to Landlord or refunded to Tenant) shall be excused by delays attributable to events beyond that party's control for a period of time that is sufficient for the party to perform its obligations after the cessation of the Force Majeure event acting in a diligent, commercially reasonable manner. Events beyond a party's control include, but are not limited to, acts of the other party, acts of God (including reasonable preparation therefor), war, civil commotion, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government action, regulation or restriction (including delay in the issuance of any permit, permit approval or building permit inspection) and unusually inclement weather conditions. Events beyond a party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing party, or problems that can be satisfied by the payment of money.

11.10 EXECUTION OF LEASE. Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section 11.10. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

#### 11.11 AUTHORITY.

- 11.11.1 TENANT'S AUTHORITY. As a material inducement to Landlord to enter into this Lease, Tenant, intending that Landlord rely thereon, represents and warrants to Landlord that:
- (i) Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;
- (ii) This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;
- (iii) Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and
- (iv) The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.
- 11.11.2 LANDLORD'S AUTHORITY. As a material inducement to Tenant to enter into this Lease, Landlord, intending that Tenant rely thereon, represents and warrants to Tenant that:

- (i) Landlord and the party executing on behalf of Landlord are fully and properly authorized to execute and enter into this Lease on behalf of Landlord and to deliver this Lease to Tenant;
- (ii) This Lease constitutes a valid and binding obligation of Landlord, enforceable against Landlord in accordance with the terms of this Lease;
- (iii) Landlord is duly organized, validly existing and in good standing under the laws of the state of Landlord's organization and has full power and authority to enter into this Lease, to perform Landlord's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and
- (iv) The execution of this Lease by the individual or individuals executing this Lease on behalf of Landlord, and the performance by Landlord of Landlord's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Lease by Landlord is not in conflict with Landlord's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Landlord's business as any of the foregoing may have been supplemented or amended in any manner
  - 11.12 FLORIDA LAW. This Lease shall be governed by the laws of the State of Florida.
- 11.13 COUNTERPART. This Lease may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts. Additionally, the parties acknowledge and agree that this Agreement 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.
- 11.14 HOLDING OVER. If Tenant remains in possession of the Premises after expiration of the Term without Landlord's written consent and without any express agreement between the parties on an extension of the Term, Tenant shall be a tenant at sufferance as provided in § 83.04, Florida Statutes, and such tenancy shall be subject to the provisions thereof, except that Base Rent during the holdover period shall be one hundred and thirty percent (130%) of the final payment of Base Rent in effect during the final month of the Term for the first thirty (30) days of holdover, and increasing to one hundred fifty percent (150%) starting the thirty-first day of holdover. For sake of clarity of the first sentence provided in this subsection, if Tenant holdover of the Premises is with Landlord's written consent, there shall be no increase in Base Rent. Nothing in this paragraph shall be construed as the consent of Landlord to Tenant's possession of the Premises after the expiration of the Term. In addition to and not limiting any other rights or remedies which Landlord may have on account of Tenant holding over without written consent of Landlord, Tenant shall be liable for any and all direct damages incurred by Landlord on account of such unapproved holding over including claims by tenants entitled to future possession.

48067646 v3

- 11.15 TIME IS OF THE ESSENCE. Time is of the essence of this Lease and all provisions contained herein.
- 11.16 APPROVAL OF PLANS AND SPECIFICATIONS. Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant Alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Property or any of their respective agents, partners or employees that such plans and specifications either (i) are complete or suitable for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Property nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.
- 11.17 RELATIONSHIP. Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.
- 11.18 BROKER'S FEE. Tenant covenants, represents and warrants that it has not retained or been otherwise represented by a real estate broker in connection with the negotiation and consummation of this Lease, and Landlord represents and warrants that Silverfield Cranford Commercial Realty, Inc. has served as Landlord's exclusive representative ("Landlord's Broker"). Landlord agrees to pay any commissions due both Brokers as set forth separately between Broker and Landlord's Broker. Tenant agrees to indemnify Landlord against any loss, liability, or expense (including attorney's fees and costs) arising out of claims for fees or commissions from anyone other than Tenant's Broker claiming to have represented Tenant in connection with the lease of the Premises. Landlord agrees to indemnify Tenant against any loss, liability, or expense (including attorney's fees and costs) arising out of claims for fees or commissions from anyone claiming to have represented Landlord in connection with the lease of the Premises.
- 11.19 WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT EACH HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.
- 11.20 RIDERS AND EXHIBITS. All Riders, Addenda and Exhibits attached hereto and executed both by Landlord and Tenant shall be deemed to be a part hereof and are hereby incorporated.
- 11.21 TENANT ASSIGNMENT. Tenant will not assign this Lease, in whole or in part, or sublease the Premises, in whole or in part, without the prior written consent of Landlord, which consent will not be unreasonably withheld, subject to Landlord's right of recapture set forth below. Any assignment of this Lease shall require that the assignee assume all obligations of Tenant. In no event will Tenant be released from any obligation or liability under this Lease following any such assignment or sublease. Notwithstanding the foregoing to the contrary, Landlord may, in Landlord's sole and absolute discretion, approve or disapprove any proposed assignment or

sublease by Tenant to an existing occupant of any space in the Condominium or an affiliate of any such occupant. No subtenant of the Premises or any portion thereof, may further assign or sublease its interest in the Premises or any portion thereof. Tenant agrees to pay Landlord the greater of (i) Two Hundred and Fifty Dollars and 00/100 \$250.00); or (ii) the actual legal fees and expenses incurred by Landlord, in connection with the review by Landlord of Tenant's requested assignment or sublease pursuant to this Section, together with any legal fees and disbursements incurred in the preparation and/or review of any documentation, within thirty (30) days of invoice for payment thereof, in connection with the review by Landlord of Tenant's requested assignment or sublease pursuant to this Section. If the rent due and payable by any assignee or subtenant under any permitted assignment or sublease exceeds the Rent payable under this Lease for such space, Tenant will pay to Landlord all such excess rent and other excess consideration within ten (10) days following receipt thereof by Tenant.

Within fifteen (15) days after Landlord's receipt of Tenant's request for Landlord's consent to a proposed assignment or sublease, excluding any assignment or sublease to an affiliate of Tenant, Landlord shall have the right to require Tenant to reconvey to Landlord that portion of the Premises Tenant is seeking to assign or sublet. Tenant shall reconvey that portion of the Premises in consideration of Landlord's release of Tenant from all future Rent and other obligations, which would not otherwise survive termination of the Lease, with respect to the portion of the Premises so reconveyed. Any such reconveyance shall be evidenced by an agreement reasonably acceptable to Landlord and Tenant in form and substance

11.22 LANDLORD ASSIGNMENT. Landlord will have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease. Any such sale, transfer or assignment will operate to release Landlord from any and all liability under this Lease arising after the date of such sale, assignment or transfer provided the transferee agrees to assume Landlord's obligations under this Lease.

11.23 RELOCATION. Landlord shall have no right to relocate Tenant.

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Name: Savah Miles

Rama S. Drule

Name: Michelle Van Derer

SS NASSAU, LLC.

Print Name: Mike Hahaj

By Silverfield Development Company, as its

(Corporate Seal)

EAST NASSAU STEWARDSHIIP

Manager

DISTRICT

Name: Raymond Adams

Its: Vice President

succ.

(Corporate Seal)

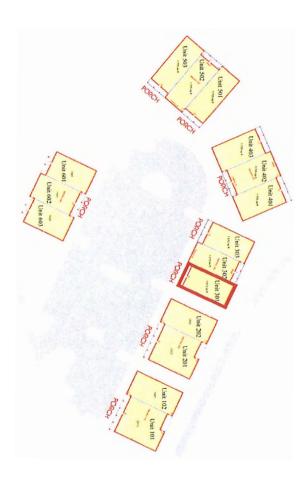
#### EXHIBIT A

### LEASED PREMISES, AND DEPICTION OF BUILDING AND UNIT LOCATION

Unit 301 outlined below refers to the renamed "Unit 300-C" pertaining to this Lease

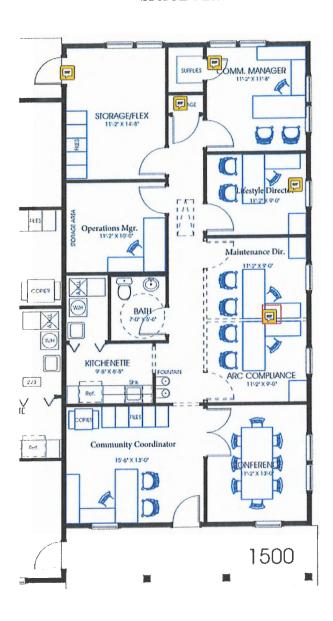






#### **EXHIBIT B**

#### SPACE PLAN



#### EXHIBIT C

#### COMMENCEMENT AGREEMENT

	THIS COMMENCEMENT AGREE	MENT is made and entered into	as of, 2022,
	l between <b>SS Nassau, LLC</b> ("Landlor		
	espect to that certain Lease Agreement		
2022 (	"Lease"), for the premises located at 5	57 Homegrown Way, Unit 300-	C, Wildlight, Florida
32097	("Premises").		
	Landlord and Tenant hereby confirm	that the Commencement Date for	the Premises is
2023.			
	IN WITNESS WHEREOF, Landlord	and Tenant have executed this d	ocument as of the first
date se	et forth in the first paragraph above.		
Fost N	Vassau Stewardship District	SS Nassau, LLC	
Last	vassau Stewaruship District	55 Nassau, LLC	
By:	Y	By:	
Print N	lame:	Print Name:	
As Its .		As Its	President
Date:		Date:	

#### EXHIBIT D

#### WORK LETTER

- I. Landlord shall permit and construct the improvements set forth in the Final Plans (as hereinafter defined) (the "Tenant Improvements") and pay the cost of the Tenant Improvements up to, but not exceeding, an amount equal to Fifty Dollars (\$55.00) per square foot of the Premises, the amount of which is agreed to be Eighty Two Thousand Five Hundred and 00/100 Dollars (\$82,500) (the "Allowance"). The entire amount of the cost of the Tenant Improvements in excess of the Allowance, excluding any and all sales tax due thereon (the "Excess"), shall be Tenant's sole liability. Tenant, or Tenant's lender on Tenant's behalf, shall pay the full amount of the Excess to Landlord as Additional Rent as set forth below. Once the Allowance has been fully expended by Landlord towards the cost of the design, permitting and construction of the Tenant Improvements, Landlord shall submit an invoice to Tenant each month for the cost of the Tenant Improvements expended during the previous month for the construction of the Tenant Improvements. Landlord's invoice shall include the payment application submitted by Landlord's general contractor performing the Tenant Improvements (the "GC"), all supporting documentation from subcontractors, and conditional partial lien releases. Tenant shall remit: (i) 50% of the Excess to Landlord upon execution of the Lease, and (ii) the remaining 50% of the Excess upon Substantial Completion, as defined below. The estimated proposal for Tenant Improvements dated June 14, 2022 is attached hereto as Exhibit A.
- 2. Tenant's basic layout drawings ("Space Plan"), is attached hereto as Exhibit B. Landlord shall then cause its architect to produce the construction drawings for Tenant's Space Plan and the GC's mechanical subcontractors (HVAC, electrical and plumbing) to prepare drawings covering all mechanical elements of the Tenant Improvements (together the "Drawings"). Landlord shall submit the Drawings to Tenant for approval no later than thirty (30) days after Landlord's approval of Tenant's Plans. Upon Tenant's written approval of the Drawings, Landlord shall cause the GC to prepare an itemized budget (the "Budget") for the Tenant Improvements and a statement specifying any "long lead time items" included as part of the Tenant Improvements and the alternatives, if any, which will avoid such delay (the "Statement"). Tenant shall approve or disapprove by written notice to Landlord the Budget and, if included, the Statement within five (5) business days of their receipt.

If Tenant fails to either approve or disapprove the Drawings, Budget or the Statement within ten (10) business days of receipt thereof, such item shall be deemed approved. If the Drawings, Budget or statement are disapproved, Tenant shall have five (5) business days to submit proposed modifications to the Drawings to Landlord and Landlord shall then have fifteen (15) business days to submit revised Drawings, Budget and Statement, if appropriate. Landlord shall not unreasonably refuse to satisfy any objections of Tenant to the Drawings, Budget or Statement and Tenant shall not unreasonably withhold its approval. The review and revision of the Drawings, Budget and Statement shall continue until approved by Tenant. The approved Drawings, Budget and Statement (if any) shall be referred to as the "Final Plans," which shall be incorporated into this Work Letter, when available, by this reference and without further need to amend this Work Letter. If Landlord and Tenant, despite good faith efforts, are unable to agree upon the Final Plans within ninety (90) days after the Effective Date, then either party may terminate this Lease at any time prior to mutual approval.

- 3. Upon no less than three (3) business days prior notice to Landlord and provided such early entry will not interfere with Landlord's completion of the Tenant Improvements, Landlord shall permit Tenant and Tenant's agents and contractors to enter the Premises in order that Tenant may do such other work as may be required by Tenant to make said Premises ready for Tenant's use and occupancy thereof ("Fit-Up Work"). Any such entry into and occupation of the Premises by Tenant shall be deemed to be under all of the terms, covenants, conditions and provisions of the Lease except as to the covenant to pay Rent, and Landlord shall not be liable in any way for any injury, loss or damage to any Fit-Up Work prior to the Commencement Date, unless directly caused by an act or omission of Landlord, its agents, employees or contractors.
- 4. Upon approval of Final Plans, Landlord shall submit a written notice of commencement of its work regarding Tenant Improvements ("Commencement Agreement"); notwithstanding the foregoing, such work shall be deemed commenced upon 30th day after the approval of Final Plans if Landlord does not provide such Commencement Agreement. If Substantial Completion, as hereinafter defined, shall be delayed due to any act or omission of Tenant or Tenant's agents (including, but not limited to, (i) any delays due to Change Orders, or (ii) any delays by Tenant in the submission of plans, drawings, specifications or other information or in approving any working drawings or estimates or in giving any authorizations or approvals, or (iii) interference with the progress of the Tenant Improvements by Tenant, its agents or contractors, collectively, "Tenant Delay"), then Substantial Completion shall be deemed to have occurred on the date that all conditions for Substantial Completion would have likely been satisfied but for such delay. "Substantial Completion" shall mean the completion by Landlord of the construction of the Tenant Improvements in substantial accordance with the Final Plans in a good and workmanlike manner, and with the only additional construction to be effected being Punch List Items, as hereinafter defined, but in no event later than July 1, 2023 (subject to Force Majeure). Thereafter, completion of all Tenant Improvements shall be completed within 30 days of Substantial Completion (subject to Force Majeure), including but not limited to completion of all punch-list items and final agency sign offs, as applicable. Landlord shall have no obligation to attempt to mitigate, through expediting the prosecution of any work or changing the scope of the work or otherwise, the actual or presumed effects of a Tenant Delay on Landlord's ability to achieve Substantial Completion; provided, however, that at Tenant's request and with a written agreement by Tenant to pay any additional costs incurred by Landlord resulting therefrom, Landlord shall use all reasonable efforts to accelerate the performance of the work to mitigate the effects of any Tenant Delay.
- 5. If, prior to Substantial Completion, Tenant shall require improvements or changes to the Premises in addition to, revision of, or substitution for the Tenant Improvements (individually or collectively, "Change Orders"), Tenant shall deliver to Landlord for Landlord's approval, plans and specifications for such Change Orders. If Landlord does not approve of the plans or specifications for such Change Orders, Landlord shall advise Tenant of the revisions required in order to cause the Change Orders to be acceptable. In addition to any other items reasonably required by Landlord, Landlord's revisions may be based upon whether the Change Orders: (i) affect or are not consistent with the base structural components or systems of the Building, (ii) are visible from outside the Premises, (iii) affect safety, (iv) have or could have the effect of increasing Operating Expenses, or (v) in Landlord's judgment, are not consistent with quality and character of the Condominium. Tenant shall revise and redeliver the plans and specifications to Landlord within five (5) business days of

Landlord's advice or Tenant shall be deemed to have abandoned its request for such Change Orders. Tenant shall pay for all preparations and revisions of plans and specifications, and the net costs of the construction of all Change Orders, subject to the Allowance, provided, however, that Tenant has the right to approve such costs. If Tenant does not approve of such costs within fourteen (14) days of Tenant's receipt of final cost of Change Order, such Change Order shall be considered withdrawn.

- 6. The Premises shall be presumed to be in satisfactory condition upon Substantial Completion except for any minor or insubstantial details of construction, mechanical adjustment or decoration which remain to be performed, the non-performance of which do not materially interfere with Tenant's use of the Premises and of which Tenant gives Landlord notice within thirty (30) days after the Commencement Date specifying such details with reasonable particularity ("Punch List Items"). Landlord shall repair all Punch List Items within sixty (60) days of receipt of such notice. Following Substantial Completion, Landlord will transfer any contractor-provided warranties to Tenant.
- 7. Tenant will only be responsible for that portion of any impact fees, connection fees and/or tap fees related exclusively to Tenant's use of the Premises but excluding any such fees related to Landlord's land development or building permits.

#### June 14, 2022

#### Offices at Village Center

#### 300C T.I. Estimate System Detail DESCRIPTION TOTAL COST **01 FOUNDATIONS 03105 PERIMETER FOUNDATIONS** in Shell 01 FOUNDATIONS TOTAL \$0 \$0.00 /SF **02 SUB-STRUCTURE 02280 SOIL TREATMENT** in Shell 03130 SLAB ON GRADE 11,250 07100 VAPOR BARRIER INCLUDED 02 SUB-STRUCTURE TOTAL \$11.250 \$7.50 /SF **03 SUPERSTRUCTURE** 06100 WOOD FRAMING in Shell 06150 WOOD TRUSSES & SHEATHING in Shell **03 SUPERSTRUCTURE TOTAL** \$0 \$0.00 /SF 04 SKIN 04200 UNIT MASONRY N/A 06250 FIBER CEMENT SIDING & TRIM in Shell 06400 PVC FEATURES & TRIM in Shell 06500 SOFFITS & FASCIA - FIBER CEMENT in Shell 07100 WATERPROOFING in Shell 07175 AIR / WATER BARRIER in Shell 07200 SPRAY FOAM INSULATION in Shell in Shell 07900 CAULKING & SEALANTS 08100 EXTERIOR DOORS & FRAMES in Shell **08400 EXTERIOR WINDOWS** in Shell 08800 EXTERIOR DOOR HARDWARE In Shell In Shell 09900 PAINTING 04 SKIN TOTAL \$0 \$0.00 /SF

## 300C T.I. Estimate System Detail

05 ROOFING	07500 ASPHALT SHINGLE ROOF & SHEET METAL 07550 GUTTERS AND DOWNSPOUTS	in Shell in Shell		
05 RO	OFING TOTAL	\$0	\$0.00	/SI
6 INTERIOR				
	06100 ROUGH CARPENTRY WOOD BLKNG DIM LMBR	\$ 1,000		
	06200 FINISH CARPENTRY TRIM	\$ 3,212		
	06400 MILLWORK, CASEWORK AND FITTINGS	\$ 6,150		
	08100 HOLLOW METAL DOORS & FRAMES	\$ •		
	08200 WOOD DOORS	\$ 8,550		
	08410 ALUMINUM ENTRANCES & STOREFRONTS	\$ ~		
	08410 INTERIOR GLASS	\$ 600		
	08710 FINISH HARDWARE	\$ 2,275		
	09250 DRYWALL WORK	\$ 31,810		
	09310 CERAMIC TILE	\$ -		
	09520 ACOUSTIC CEILINGS	\$ -		
	09650 RESILIENT FLOORING	\$ 9,056		
	09680 CARPETING	\$ -		
	09900 PAINTING	\$ 6,375		
06 INT	ERIOR TOTAL	\$69,028	\$46.02	/51
MECHANICA	L SYSTEMS 15300 FIRE PROTECTION SYSTEM	N/A		
	15400 PLUMBING	\$ 11,704		
	15500 HVAC	\$ 14,351		
08 MEC	HANICAL SYSTEMS TOTAL	 \$26.055	\$17.37	/5!

## 300C T.I. Estimate System Detail

09 ELECTRICAL 16005 ELECTRICAL			\$	21,725		
16800 SITE LIGHTING ALLOWAN	16800 SITE LIGHTING ALLOWANCE		in Sitework - Non-Shell			
16010 TEMPORARY ELECTRIC				in Shell		
09 ELECTRICAL TOTAL				\$21,725	\$14.48	/SF
10 SPECIALTIES 10160 TOILET PARTITIONS			\$			
10400 SIGNAGE				By Tenant		
10520 FIRE EXTINGUISHERS & C	ABINETS			By Tenant		
10800 TOILET ACCESSORIES			\$	1,200		
11400 RESIDENTIAL EQUIPMENT	1			By Tenant		
12490 WINDOW TREATMENT			\$	-		
12690 ENTRANCE MATS & FRAM	IES		\$			
10 SPECIALTIES TOTAL				\$1,200	\$0.80	/SF
1.1 GENERAL CONDITIONS, OVERHEAD, PERMITS, 1 01000 LUMP SUM SOFT COST	FEES		\$	29,481		
CONSTRUCTION-TOTAL	1,500.00	SF		\$158,740	\$105.83	/SF
<b>ESCALATION ALLOWANCE</b>	5%			\$7,937		
TOTAL w. ESCALATION				\$166,677		

#### Exhibit B to Work Letter: Space Plan

# EAST NASSAU STEWARDSHIP DISTRICT

130

# SECOND AMENDMENT TO THE AGREEMENT BETWEEN EAST NASSAU STEWARDSHIP DISTRICT AND SOLITUDE LAKE MANAGEMENT, LLC, FOR AQUATIC MAINTENANCE SERVICES

THIS SECOND AMENDMENT ("SECOND AMENDMENT") is made and entered into this 11th day of July, 2022, by and between:

**EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, being situated in Nassau County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"), and

**SOLITUDE LAKE MANAGEMENT, LLC,** a Virginia limited liability company, with offices located at 5869 Enterprise Parkway, Ft. Myers, Florida 33905 ("Contractor").

#### **RECITALS**

**WHEREAS,** the District was established by Chapter 2017-206, Laws of Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including improvements, including but not limited to, stormwater management improvements; and

WHEREAS, the District and Contractor entered into that certain Agreement between East Nassau Stewardship District and SoLitude Lake Management, LLC, for Aquatic Maintenance Services, dated August 20, 2020, as amended that First Amendment to the Agreement for Aquatic Maintenance Services, dated January \_\_\_, 2021 (together "Agreement"), incorporated herein by reference only; and

**WHEREAS,** Section 9 of the Agreement provides that the Agreement may be amended by an instrument in writing executed by both Parties; and

WHEREAS, the District and Contractor now desire to amend the Agreement to extend the term and include additional scope of services to Contractor's general obligations and amend the related provisions therein; and

WHEREAS, the District and Contractor each have the requisite authority to execute this Second Amendment and to perform its obligations and duties hereunder, and each of the Parties has satisfied all conditions precedent to the execution of this Second Amendment so that this Second Amendment constitutes a legal and binding obligation of each of the Parties hereto.

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

- **SECTION 1. RECITALS**. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Second Amendment.
- **SECTION 2. AFFIRMATION OF THE AGREEMENT.** The District and Contractor agree that nothing contained herein shall alter or amend the Parties' rights and obligations under the Agreement, except to the extent set forth in Section 3 of this Second Amendment. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties.
- **SECTION 3. AMENDMENTS.** Pursuant to Section 9 of the Agreement, the District and Contractor agree to amend the Agreement as follows:
- **A.** Exhibit A, Maintenance Map, to the Agreement is replaced in its entirety with **Exhibit A** to this Second Amendment.
- **B.** The scope of Services provided in the Agreement is amended to include the additional services identified in **Exhibit B** to this Second Amendment ("Additional Services"). Compensation is hereby amended to reflect the rates pursuant to such Additional Services. Such payment shall be due and payable in accordance with the terms of the Agreement.
- **SECTION 4. EFFECTIVE DATE.** This Second Amendment shall have an effective on the date and year first written above.

[Signatures on next page]

**IN WITNESS WHEREOF**, the Parties execute this Second Amendment on the day and year first written above.

ATTEST:	EAST NASSAU STEWARDSHIP DISTRICT
	> Mike Hahaj
Secretary Assistant Secretary	Chairperson, Board of Supervisors
WITNESS:	SOLITUDE LAKE MANAGEMENT, LLC, a Virginia limited liability company
Name: Lisa M. Strawser	By: Trina L. Duncan Business Manager  Its: 07/11/2022

Updated Maintenance Map Additional Services

Exhibit A: Exhibit B:

**Exhibit A**: Updated Maintenance Map



### **Exhibit B:** Additional Services



#### ADDENDUM TO AN ANNUAL SERVICES CONTRACT

CUSTOMER NAME: East Nassau Stewardship District

SUBMITTED TO: Amy Norsworthy

CONTRACT SUBMISSION DATE: July 1, 2022

SUBMITTED BY: Camila Morao

SERVICES: Addendum Contract for Adding Ponds #10 and #12.

This agreement (the "Agreement") is an Addendum to the current Services Contract by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") and will begin on the first of the month following acceptance by the Customer, under the same terms and conditions for the same period as the current annual ponds Services Contract signed on 07/29/21 except as amended here.

- The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. <u>PAYMENT TERMS.</u> The Contract Addendum Price is \$2,388.00. SOLitude shall invoice Customer \$199.00 per month for the Services to be provided under this Addendum. The price indicated in this Addendum shall be billed in addition to the regular monthly contract invoice amount and shall renew with the same terms and for the same time period as the existing contract.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



#### **SCHEDULE A - SERVICES**

#### Monitorina:

- A SOLitude Aquatic Specialist will visit the site and inspect the pond(s) on a one (1) time per month basis during the contract period.
- Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

#### Visual Inspections:

- A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
  - Water levels
  - Water clarity or quality
  - Turbidity
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aquatic Vegetation
  - Algae
  - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
  - Frosior
  - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
  - Forebays and inflowing or outflowing swales, ditches, and stream channels
  - Vegetated buffers
  - Sedimentation
  - Nuisance animal activity
  - Fish habitat
  - Mosquito breeding conditions and habitat
  - Trash and debris
- Any issues or deficiencies that are observed during this visual monitoring will be
  documented by our staff in the field notes of the service order completed at the time
  the issue was first observed and reported to the Customer in writing as part of that
  month's service report.
- Customer will be notified immediately if there are any deficiencies observed that
  appear in the judgment of our staff to be posing an immediate risk or otherwise
  jeopardizing the integrity of the pond(s) structures.
- The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Services Contract
East Nassau Stewardship District (11070) - CM
Page 4 of 6



physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

#### Aquatic Weed Control:

- 1. Pond(s) will be inspected on a one (1) time per month basis during the contract period.
- Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
- 3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

#### Shoreline Weed Control:

- Shoreline areas will be inspected on a one (1) time per month basis during the contract period.
- Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within
  the pond areas shall be treated and controlled through the application of aquatic
  herbicides and aquatic surfactants as required for control of the plants present at time
  of application.
- 3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

#### Pond Algae Control:

- 1. Pond(s) will be inspected on a one (1) time per month basis during the contract period.
- Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

## Services Contract East Nassau Stewardship District (11070) - CM Page 5 of 6



#### Trash Removal:

Trash and light debris will be removed from the pond(s) with each service and disposed
off site. Any large item or debris that is not easily and reasonably removable by one
person during the routine visit will be removed with the Customer's approval for an
additional fee. Routine trash and debris removal services are for the pond areas only,
and do not include any trash or debris removal from the surrounding terrestrial (dry land)
areas.

#### Service Reporting:

 Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

#### Permitting (when applicable):

- SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

#### Customer Responsibilities:

- 1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
  - Compliance and enforcement of temporary water-use restrictions where applicable.

#### General Qualifications:

 Company is a licensed pesticide applicator in the state in which service is to be provided.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

## EAST NASSAU STEWARDSHIP DISTRICT

136

Inst. Number: 202245023924 Book: 2576 Page: 328 Page 1 of 5 Date: 7/7/2022 Time: 1:40 PM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

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

STATE OF FLORIDA COUNTY OF NASSAU

### SPECIAL WARRANTY DEED

(Wildlight Phase 1c-2)

THIS SPECIAL WARRANTY DEED is made this 6 day of July, 2022, from WILDLIGHT LLC, a Delaware limited liability company, duly authorized to do business in Florida, whose address is 1 Rayonier Way, Wildlight, Florida 32097 ("Grantor"), to EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, whose address is % Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("Grantee") (the words "Grantor" and "Grantee" to include any respective heirs, successors and assigns where the context requires or permits).

#### WITNESSETH:

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

TAX PARCEL ID NOS: 44-2N-27-1003-0RW2-0000, 44-2N-27-1003-0PT1-0000, 44-2N-27-1003-0PT2-0000, 44-2N-27-1003-PD13-0000, 44-2N-27-1003-0AT2-0000, 44-2N-27-1003-0AT8-0000, and 44-2N-27-1003-AT10-0000

Inst. Number: 202245023924 Book: 2576 Page: 329 Page 2 of 5 Date: 7/7/2022 Time: 1:40 PM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

Inst. Number: 202245023924 Book: 2576 Page: 330 Page 3 of 5 Date: 7/7/2022 Time: 1:40 PM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

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

#### STATE OF FLORIDA COUNTY OF NASSAU

CRYSTAL COOK
Notary Public-State of Florida
Commission # HH 9615
My Commission Expires
June 11, 2024

Print Name: Crystal L. Cook

Notary Public, State of Florida

My Commission Expires: 611124 Commission No.: ##9615 Inst. Number: 202245023924 Book: 2576 Page: 331 Page 4 of 5 Date: 7/7/2022 Time: 1:40 PM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

#### **EXHIBIT "A"**

#### Nassau County, Florida

#### East Nassau Stewardship District

All those certain roadways, shown and designated on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida as:

- A) Sawgrass Drive, a 50' right of way;
- B) Slash Pine Place, a 50' right of way;
- C) Floco Avenue, a 63' right of way;
- D) Salt Meadow Loop, a 50' right of way;
- E) Muhly Grass Street, a 63' right of way;
- F) Saw Palmetto Street, a 63' right of way;
- G) Shortleaf Lane, a 63' right of way;
- H) Curiosity Avenue, a variable width right of way.

Pond Tract 1 as shown on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

Pond Tract 2 as shown on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

Pond Tract 13, designated as Pond 13 Drainage Easement on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

Recreation and/or Community Amenity Tracts shown and delineated on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida as:

- A) Recreation and or Community Amenity Tract 2, containing 0.82 acre;
- B) Recreation and or Community Amenity Tract 8, containing 0.45 acre;
- C) Recreation and or Community Amenity Tract 10, containing 0.10 acre

Page 1 of 1 Exhibit "A" East Nassau Stewardship District Inst. Number: 202245023924 Book: 2576 Page: 332 Page 5 of 5 Date: 7/7/2022 Time: 1:40 PM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

#### **EXHIBIT "B"**

#### "Permitted Exceptions"

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

Inst. Number: 202245024837 Book: 2577 Page: 1545 Page 1 of 11 Date: 7/14/2022 Time: 3:03 PM lohn A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

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

Jonathan T. Johnson, Esq. Kutak Rock LLP Post Office Box 10230 Tallahassee, Florida 32302

### AGREEMENT GRANTING NON-EXCLUSIVE PERPETUAL, ACCESS AND MAINTENANCE EASEMENT FOR SIDEWALK

#### CURIOSITY AVENUE SIDEWALK - NORTH OF WILDLIGHT PHASE 1C-2

This AGREEMENT GRANTING NON-EXCLUSIVE PERPETUAL, ACCESS AND MAINTENANCE EASEMENT ("Agreement") is made and entered into this day of 2022, by and between:

POLTE HOME COMPANY, LLC, a Michigan limited liability company, and the owner of certain lands within Nassau County, Florida, with a mailing address of 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (the "Grantor"); and

EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, being situated in Nassau County, Florida, and with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District").

#### WITNESSETH

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, repairing, operating, and/or maintaining certain public infrastructure improvements, including but not limited right-of-ways and sidewalks and other improvements located within and without the boundaries of the District; and

WHEREAS, Grantor owns certain lands as shown on the attached Exhibit A, which is incorporated herein by this reference (the "Easement Area"); and

WHEREAS, for the benefit of the District and its landowners and residents, the District has agreed to be responsible for the ownership, operation, maintenance, repair and/or replacement of the sidewalk and/or multi-use path improvements located within the Easement Area ("Improvements"); and

WHEREAS, Grantor and the District acknowledge that use of the Easement Area is necessary for the District to carry out its essential purpose; and

WHEREAS, Grantor accordingly desires to grant to the District a perpetual, non-exclusive access and maintenance easement over the Easement Area in order to allow the District to access such property in order to construct, reconstruct, install, repair, use, operate, and maintain the Improvements located thereupon.

Now, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this easement.
- 2. Grant of Easement; Operation and Maintenance. Grantor hereby grants to the District, its successors, and assigns, in perpetuity, a non-exclusive easement over, upon, under, through and across the Easement Area for District's ingress and egress, construction, reconstruction, installation, repair, usage, maintenance and operation of the Improvements and to have and to hold the same unto the District, its successors and assigns forever ("Easement"). The District agrees to operate and maintain the Improvements consistent with industry standards and the requirements of all applicable permits, approvals and law.
- 3. DAMAGE. In the event that the District, its respective employees, agents, assignees, or contractors cause damage to the Easement Area, or causes damage to Grantor's other property or any improvements located thereon, in the exercise of the easement rights granted herein, the District, at its sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade within thirty (30) days after receiving written notice of the occurrence of any such damage. Further, the District shall allow no lien to attach to the Easement Area or any improvements located on said property or Grantor's other property arising out of work performed by, for, or on behalf of the District. District shall pay or transfer to other security all such liens, claims or demands before any action is brought to enforce the same against the Easement Area or Grantor.
- 4. INCONSISTENT USE. Grantor agrees and covenants that it shall not grant or exercise any rights in the Easement Area inconsistent with, or which interfere with, the rights herein accorded to the District.
- 5. NON-INTERFERENCE. District shall not unreasonably interfere with the right of ingress or egress of Grantor, its successors and assigns, or any other party requiring access to the Easement Area or to any property abutting the Easement Area.
- 6. LIMITATIONS OF LIABILITY. Grantor agrees that nothing contained in this Easement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.

- 7. **DEFAULT.** A default by any party under this Easement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.
- 8. ENFORCEMENT OF AGREEMENT. In the event that either party seeks to enforce this Easement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.
- 9. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express overnight courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

A. If to the District: East Nassau Stewardship District

c/o Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager

With a copy to: Kutak Rock LLP

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

B. If to the Grantor: Pulte Home Company, LLC

4901 Vineland Road, Suite 500

Orlando, Florida 32811

Attn:

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Grantor may deliver Notice on behalf of the District and Grantor.

10. THIRD PARTIES. This Easement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement. Nothing in this Easement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Easement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this

Inst. Number: 202245024837 Book: 2577 Page: 1548 Page 4 of 11 Date: 7/14/2022 Time: 3:03 PM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

Easement against any interfering third party. Nothing contained in this Easement shall limit or impair the District's right to protect its rights from interference by a third party.

- 11. ASSIGNMENT. Neither party may assign, transfer or license all or any portion of its rights under this Easement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, the Grantor may assign its rights, duties, and obligations under this agreement to the applicable homeowners' or property owners' association without the District's consent. Notice of any such assignment shall be provided to the District in writing within five (5) business days of such assignment.
- 12. CONTROLLING LAW; VENUE. This Easement shall be construed, interpreted and controlled according to the laws of the State of Florida. The exclusive venue for any litigation arising out of this Easement shall be in a court of appropriate jurisdiction, in and for Nassau County, Florida.
- 13. PUBLIC RECORDS. Grantor understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Easement are public records and are to be treated as such in accordance with Florida law.
- 14. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement shall not affect the validity or enforceability of the remaining portions of this Easement, or any part of this Easement not held to be invalid or unenforceable.
- 15. BINDING EFFECT. This Easement and all of the provisions of this Easement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Area.
- 16. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.
- 17. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement may be made only by an instrument in writing which is executed by all parties hereto.
- 18. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement.
- 19. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

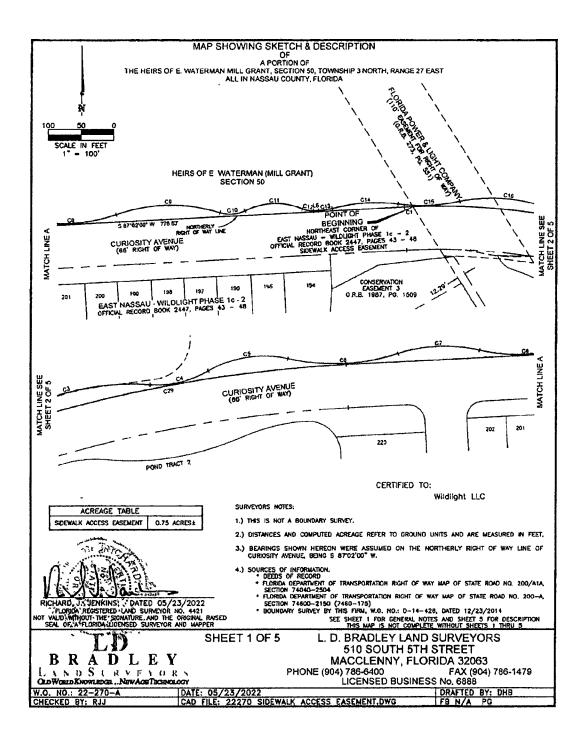
Inst. Number: 202245024837 Book: 2577 Page: 1549 Page 5 of 11 Date: 7/14/2022 Time: 3:03 PM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

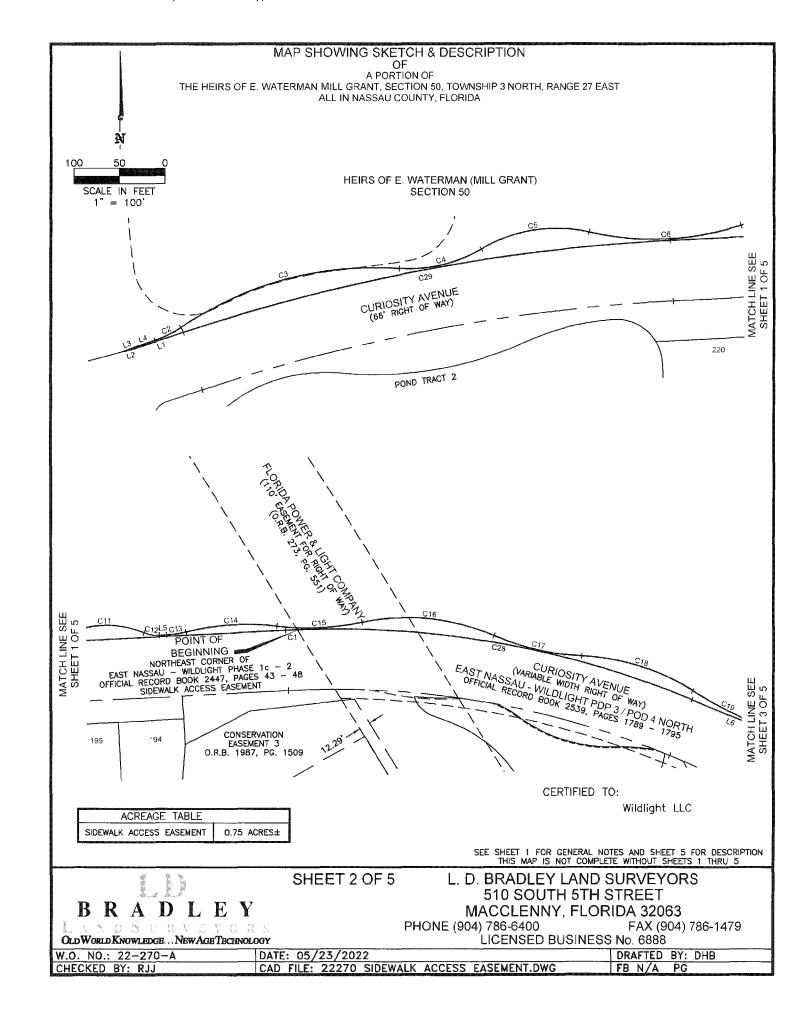
IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

	PULTE HOME COMPANY, LLC, a Michigan limited liability company
(Signature)  Aein Hi -  (Print Name)	Name: Justin Duotog Title: VP of Chup Ady
Brett North (Print Name)	
STATE OF FLORIDA COUNTY OF  The foregoing instrument was acknowled	ged before me by means of Ophysical presence
or online notarization this 137 day of Ju	ompany, LLC, on behalf of said entity, and is
personally known to me, or $\square$ has produced	as identification.
, [notary seal]	Signature of Notary Public  Print Name  WILLIAM M ROBERTS  Notary Public - State of Florida  Commission # GG 309607  My Comm. Expires Mar 10, 2023  Bonded through National Notary Assn.

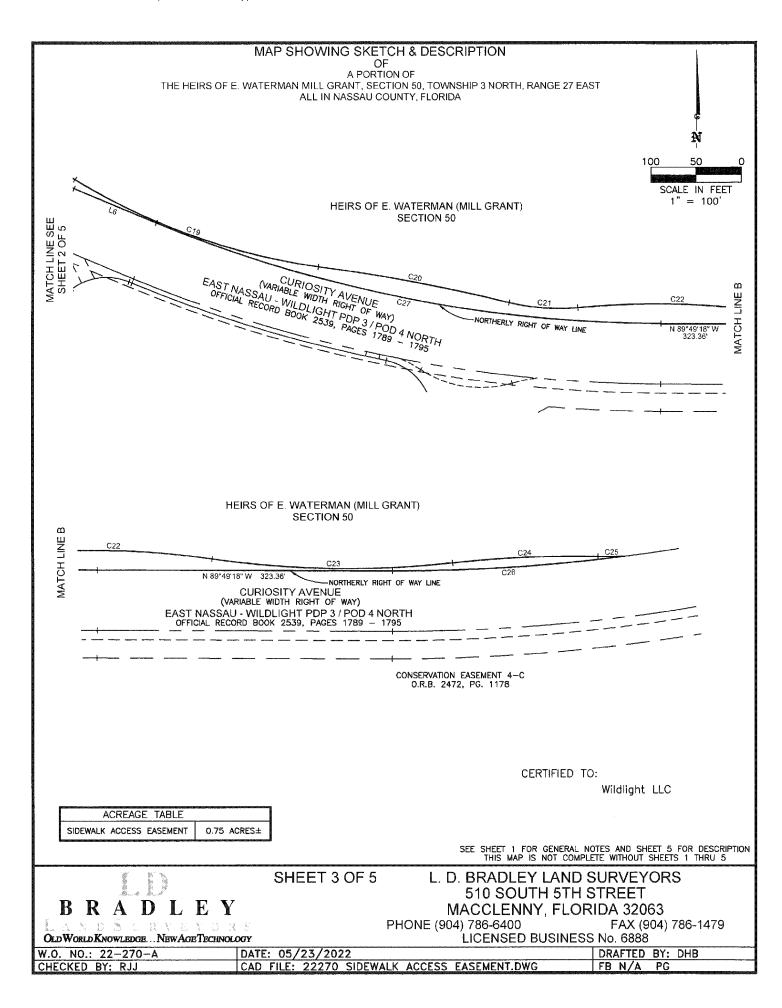
Signed, sealed and delivered in the presence of:	EAST NASSAU STEWARDSHIP DISTRICT
Sundy K. Rose	Mike Hahaj Chairman, Board of Supervisors
(Print Name)	
Suna Miles (Signature)	
Savaly Miles (Print Name)	
STATE OF FLORIDA COUNTY OF ASSAU	
The foregoing instrument was acknowl or online notarization this day of Chairman of the Board of Supervisors of the District. He is personally known to me, or as identification.	edged before me by means of physical presence, 2022, by Mike Hahaj, as East Nassau Stewardship District, on behalf of said has produced
CRYSTAL COOK Notary Public-State of Florida Commission # HH 9615 tarm seal mission Expires June 11, 2024	Signature of Notary Public Crystal L. Cook Print Name

#### **EXHIBIT A**





Inst. Number: 202245024837 Book: 2577 Page: 1553 Page 9 of 11 Date: 7/14/2022 Time: 3:03 PM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00



Inst. Number: 202245024837 Book: 2577 Page: 1554 Page 10 of 11 Date: 7/14/2022 Time: 3:03 PM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

#### MAP SHOWING SKETCH & DESCRIPTION

OF.

A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST ALL IN NASSAU COUNTY, FLORIDA

			CURVE	TABLE		
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	0'42'37"	1033.00'	12.80'	6.40*	S 87'23'18" W	12.80'
C2	15*56'55″	114.00'	31.73'	15.97'	N 63'43'33" E	31.63'
С3	38'23'30"	376.00'	251.94'	130.91'	N 74'56'50" E	247.26'
C4	34'48'06"	154.00'	93.54'	48.26′	N 76'44'32" E	92.11'
C5	43'32'16"	161.00	122.34'	64.29'	N 81'06'38" E	119.42
C6	31'00'30"	314.00'	169.94'	87.10	N 87'22'30" E	167.87
C7	31'26'02"	226.00'	123.99'	63.60'	N 87"35"16" E	122.44'
C8	32'31'43"	249.00'	141.36'	72.64	N 87'02'25" E	139.47
C9	36'25'58"	251.00'	159.60'	82.60'	N 88'59'33" E	156.93'
C10	43'19'48"	49.00'	37.06'	19.46	N 85'32'38" E	36.18'
C11	48'37'52"	106.00'	89.97	47.90'	N 88'11'40" E	87.29'
C12	25'28'37"	39.00'	17.34'	8.82'	S 80'13'42" E	17.20'
C13	11*24'06"	108.48'	21.59'	10.83'	N 81'33'07" E	21.55'
C14	21'50'28"	264.06'	100.66'	50.95'	N 86'15'16" E	100.05
C15	19"27'56"	274.00	93.09'	47.00'	N 87'26'35" E	92.64
C16	35'08'29"	241.00'	147.81'	76.31	S 84"11'43" E	145.51
C17	20'57'43"	272.00'	99.51'	50.32'	S 77'06'21" E	98.96'
C18	29'39'22"	251.00'	129.92'	66.45'	S 72'45'31" E	128.47'
C19	22'39'10"	721.58'	285.29'	144.53'	S 70°22°50° E	283.43'
C20	6'37'30"	1846.87'	213.55	106.89'	S 79'26'15" E	213.43'
C21	18'12'02"	238.25'	75.68'	38.16'	S 85'42'50" E	75.36'
C22	13'42'05"	912.70'	218.26'	109.65'	S 88'39'27" E	217.74
C23	14'29'21"	1045.03	264.27	132.84'	S 89'02'59" E	263.56'
C24	7°29'19"	1218.01	159.19'	79.71	N 87'32'25" E	159.08*
C25	4"29'38"	378.30'	29.67	14.84'	N 89'35'12" E	29.66'
C26	7*27'40"	1967.00'	256.14	128.25'	S 86'26'52" W	255.96
C27	22'09'38"	1467.00'	567.40'	287.29'	N 78'44'29" W	563.87
C28	24'35'43"	1033.00'	443.43'	225.19'	N 79'57'32" W	440.04'
C29	15'20'00"	2033.00'	544.07'	273.67'	S 79'22'00" W	542.44'

	LINE TABLE	
LINE #	BEARING	LENGTH
L1	S 71°42'00" W	55.24'
L2	S 75'11'00" W	13.32'
L3	N 68°36'10" E	12.79'
L4	N 71°42'00" E	23.80'
L5	N 87°01'03" E	7.60'
L6	N 67°39'40" W	98.12'

CERTIFIED TO:

Wildlight LLC

ACREAGE TABLE

SIDEWALK ACCESS EASEMENT 0.75 ACRES±

OLDWORLDKNOWLEDGE...NEWAGETECHNOLOGY

SEE SHEET 1 FOR GENERAL NOTES AND SHEET 5 FOR DESCRIPTION THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 5

BRADLEY

L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400

FAX (904) 786-1479

LICENSED BUSINESS No. 6888

W.O. NO.: 22-270-A DATE: 05/23/2022 DRAFTED BY: DHB
CHECKED BY: RJJ CAD FILE: 22270 SIDEWALK ACCESS EASEMENT.DWG FB N/A PG

Inst. Number: 202245024837 Book: 2577 Page: 1555 Page 11 of 11 Date: 7/14/2022 Time: 3:03 PM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

#### MAP SHOWING SKETCH & DESCRIPTION

OF

A PORTION OF

THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST ALL IN NASSAU COUNTY, FLORIDA

Sidewalk Access Easement:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the Northeast corner of East Nassau - Wildlight Phase 1c - 2 as recorded in Official Record Book 2447, Pages 43, 44, 45, 46, 47 and 48 of the Public Records of Nassau County, Florida said point being on the Northerly Right of Way line of Curiosity Avenue (65 foot Right of Way) as shown on East Nassau — Wildlight Phase 1c — 2 and said point also being on a curve having a radius of 1033.00 feet and a central angle of 0'42'37"; thence on said Northerly Right of Way line and on the arc of said curve for the next 4 courses, a distance of 12.80 feet said arc being subtended by a chord which bears S 87'23'18" W, a distance of 12.80 feet to the curves end; thence S 87'02'00" W, a distance of 776.63 feet to the beginning of a curve, concave Southeast, having a radius of 2033.00 feet and a central angle of 15'20'00"; thence on the arc of said curve, a distance of 544.07 feet said arc being subtended by a chord which bears S 79'22'00" W, a distance of 542.44 feet to the curves end; thence S 71'42'00" W, a distance of 55.24 feet; thence S 75'11'00" W, a distance of 13.32 feet; thence departing said Northerly Right of Way line, N 68'36'10" E, a distance of 12.79 feet; thence N 71'42'00" E, a distance of 23.80 feet to the beginning of a curve, concave Northwest, having a radius of 114.00 feet and a central angle of 15'56'55"; thence on the arc of said curve, a distance of 31.73 feet said arc being subtended by a chord which bears N 63'43'33" E, a distance of 31.63 feet to a point of reverse curvature of a curve having a radius of 376.00 feet and a central angle of 38'23'30"; thence on the arc of said S1.05 feet to a point of reverse curvature of a curve naving a radius of 37.0.00 feet and a central angle of 36.23.30; thence on the arc of said curve, a distance of 251.94 feet said arc being subtended by a chord which bears N 74.56.50" E, a distance of 247.26 feet to a point of reverse curvature of a curve having a radius of 154.00 feet and a central angle of 34.48.06"; thence on the arc of said curve, a distance of 93.54 feet said arc being subtended by a chord which bears N 76.44.32" E, a distance of 92.11 feet to a point of reverse curvature of a curve having a radius of 161.00 feet and a central angle of 43.32'16"; thence on the arc of said curve, a distance of 122.34 feet said arc being subtended by a chord which bears N 81.06'38" E, a distance of 119.42 feet to a point of reverse curvature of a curve having a radius of 314.00 feet and a central angle of 31.00'30"; thence on the arc of said curve, a distance of 169.94 feet said arc being subtended by a chord which bears N 87.22'30" E, a distance of 169.94 feet said arc being subtended by a chord which bears N 87.22'30" E, a distance of 167.87 feet to a point of reverse curvature of a curve having a radius of 226.00 feet and a central angle of 31'26'02"; thence on the arc of said curve, a distance of 123.99 feet said arc being subtended by a chord which bears N 87'35'16" E, a distance of 122.44 feet to a point of reverse curvature of a curve having a radius of 249.00 feet and a central angle of 32'31'43"; thence on the arc of said curve, a distance of 141.36 feet said arc being subtended by a chord which bears N 87'02'25" E, a distance of 139.47 feet to a point of reverse curvature of a curve having a radius of 251.00 feet and a central angle of 36'25'58"; thence on the arc of said curve, a distance of 159.60 feet said arc being subtended by a chord which bears N 88'59'33" E, a distance of 156.93 feet to a point of reverse curvature of a curve having a radius of 49.00 feet and a central angle of 43'19'48"; thence on the arc of said curve, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distance of 37.06 feet said arc being subtended by a chord which bears N 85'32'38" E, a distan 36.18 feet to a point of reverse curvature of a curve having a radius of 106.00 feet and a central angle of 48'37'52"; thence on the arc of said curve, a distance of 89.97 feet said arc being subtended by a chord which bears N 88'11'40" E, a distance of 87.29 feet to a point of reverse curvature of a curve having a radius of 39.00 feet and a central angle of 25'28'37"; thence on the arc of said curve, a distance of 17.34 feet said arc being subtended by a chord which bears S 80'13'42" E, a distance of 17.20 feet thence N 87'01'03" E, a distance of 7.60 feet to the beginning of a curve, concave Northwest, having a radius of 108.48 feet and a central angle of 11'24'06"; thence on the arc of said curve, a distance of 21.59 feet said arc being subtended by a chord which bears N 81'33'07" E, a distance of 21.55 feet to the beginning of a curve, concave Southerly, having a radius of 264.06 feet and a central angle of 21.50'28"; thence on the arc of said curve, a distance of 100.66 feet said arc being subtended by a chord which bears N 86'15'16" E, a distance of 100.05 feet to a point of reverse curvature of a curve having a radius of 274.00 feet and a central angle of 19'27'56"; thence on the arc of said curve, a distance of 93.09 feet said arc being subtended by a chord which bears N 87'26'35" E, a distance of 92.84 feet to the beginning of a curve, concave Southwest, having a radius of 241.00 feet and a central angle of 35'08'29"; thence on the arc of said curve, a distance of 147.81 feet said arc being subtended by a chord which bears S 84'11'43" E, a distance of 145.51 feet to a point of reverse curvature of a curve having a radius of 272.00 feet and a central angle of 2057'43"; thence on the arc of said curve, a distance of 99.51 feet said arc being subtended by a chord which bears S 77"06'21" E, a distance of 98.96 feet to a point of reverse curvature of a curve having a radius of 251.00 feet and a central angle of 29'39'22"; thence on the arc of said curve, a distance of 129.92 feet said arc being subtended by a chord which bears S 72'45'31" E, a distance of 128.47 feet to the beginning of a curve, concave Northeast, having a radius of 721.58 feet and a central angle of 22'39'10"; thence on the arc of said curve, a distance of 285.29 feet said arc being subtended by a chord which bears S 70'22'50" E, a distance of 283.43 feet to the beginning of a curve, concave Southwest, having a radius of 1846.87 feet and a central angle of 6'37'30"; thence on the arc of said curve, a distance of 213.55 feet said arc being subtended by a chord which bears S 79'26'15" E, a distance of 213.43 feet to the the drc of said curve, a distance of 213.55 feet said arc being subtended by a chord which bears \$ 79.26.15 E, a distance of 213.43 feet to the beginning of a curve, concave Northerly, having a radius of 238.25 feet and a central angle of 1812'02"; thence on the arc of said curve, a distance of 75.68 feet said arc being subtended by a chord which bears \$ 85'42'50" E, a distance of 75.36 feet to the beginning of a curve, concave Southerly, having a radius of 912.70 feet and a central angle of 13'42'05"; thence on the arc of said curve, a distance of 218.26 feet said arc being subtended by a chord which bears \$ 88'39'27" E, a distance of 217.74 feet to a point of reverse curvature of a curve having a radius of 1045.03 feet and a central angle of 14'29'21"; thence on the arc of said curve, a distance of 264.27 feet said arc being subtended by a chord which bears \$ 89'02'59" E, a distance of 263.56 feet to the beginning of a curve, concave Southerly, having a radius of 1218.01 feet and a central angle of 7°29'19"; thence on the arc of said curve, a distance of 159.19 feet said arc being subtended by a chord which bears N 87°32'25" E, a distance of 159.08 feet to the the arc of said curve, a distance of 159.19 feet said arc being subtended by a chord which bears N 87.32.25 E, a distance of 159.08 feet to the beginning of a curve, concave Northerly, having a radius of 378.30 feet and a central angle of 4'29'38"; thence on the arc of said curve, a distance of 29.67 feet said arc being subtended by a chord which bears N 89'35'12" E, a distance of 29.66 feet to the beginning of a curve, concave Northerly, having a radius of 1967 feet and a central angle of 7'27'40"; thence on the aforesaid Northerly Right of Way line of Curiosity Avenue (Variable Width Right of Way) as shown on East Nassau — Wildlight PDP 3 / PDD 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida and on the arc of said curve for the next 5 courses, a distance of 256.14 feet said arc being subtended by a chord which bears S 86'26'52" W, a distance of 255.96 feet thence N 89'49'18" W, a distance of 323.36 feet to the beginning of a curve, concave Northeast, having a radius of 1467.00 feet and a central angle of 22°09′38°; thence on the arc of said curve, a distance of 567.40 feet said arc being subtended by a chord which bears N 78′44′29° W, a distance of 563.87 feet thence N 67′39′40° W, a distance of 98.12 feet to the beginning of a curve, concave Southwest, having a radius of 1033.00 feet and a central angle of 24′35′43°; thence on the arc of said curve, a distance of 443.43 feet said arc being subtended by a chord which bears N 79′57′32° W, a distance of 440.04 feet to the Point of Beginning.

CERTIFIED TO:

Wildlight LLC

ACREAGE TABLE SIDEWALK ACCESS EASEMENT 0.75 ACRES±

SEE SHEET 1 FOR GENERAL NOTES AND SHEET 5 FOR DESCRIPTION THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 5

SHEET 5 OF 5 BRADLEY

L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400

FAX (904) 786-1479

LICENSED BUSINESS No. 6888

OLDWORLD KNOWLEDGE... NEW AGE TECHNOLOGY W.O. NO.: 22-270-A DATE: 05/23/2022 DRAFTED BY: DHB CAD FILE: 22270 SIDEWALK ACCESS EASEMENT.DWG CHECKED BY: RJJ FB N/A PG

#### STATE OF FLORIDA COUNTY OF NASSAU

#### **AFFIDAVIT**

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Florida, personally appeared, John R. Campbell, Vice President of Wildlight LLC, a Delaware limited liability company ("Wildlight"), who being first duly sworn, deposes and says that:

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

JOHN R. CAMPBELL

sworn to and subscribed before me by means of ✓ physical presence or □ online notarization, this value of value v

CRYSTAL COOK
Public State of Florida
sion # HH 9615
sion Expres
7024

CRYSTAL COOK
Notary Public-State of Florida
Commission # HH 9615
My Commission Expires
June 11, 2024

(Print Name Crystal L. Cook

NOTARY PUBLIC

State of Florida at Large

Commission # My Commission Expires: (4)

#### **EXHIBIT "A"**

#### Nassau County, Florida

#### East Nassau Stewardship District

All those certain roadways, shown and designated on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida as:

- A) Sawgrass Drive, a 50' right of way;
- B) Slash Pine Place, a 50' right of way;
- C) Floco Avenue, a 63' right of way;
- D) Salt Meadow Loop, a 50' right of way;
- E) Muhly Grass Street, a 63' right of way;
- F) Saw Palmetto Street, a 63' right of way;
- G) Shortleaf Lane, a 63' right of way;
- H) Curiosity Avenue, a variable width right of way.

Pond Tract 1 as shown on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

Pond Tract 2 as shown on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

Pond Tract 13, designated as Pond 13 Drainage Easement on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

Recreation and/or Community Amenity Tracts shown and delineated on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida as:

- A) Recreation and or Community Amenity Tract 2, containing 0.82 acre;
- B) Recreation and or Community Amenity Tract 8, containing 0.45 acre;
- C) Recreation and or Community Amenity Tract 10, containing 0.10 acre

#### BILL OF SALE

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

### SEE EXHIBIT "A" ATTACHED HERETO FOR DESCRIPTION OF PROPERTY

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

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

[SIGNATURES ON NEXT PAGE]

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

	SELLER:
Signed, sealed and delivered in the presence of:	WILDLIGHT LLC a Delaware limited liability company
Schan Miles Print Name: Savah Miles	By: John R. Campbell Its: Vice President
Print Name: Michelle Van Deren	
STATE OF FLORIDA COUNTY OF NASSAU	· /
SWORN TO AND SUBSCRIBED be	efore me by means of physical presence or online by John R. Campbell, as Vice President Wildlight LLC, a of company.
CRYSTAL COOK Notary Public-State of Florida Commission # HH 9615 My Commission Expires June 11, 2024	(Official Notary Signature) Name: Crystal L. Cook Personally Known OR Produced Identification Type of Identification

#### **EXHIBIT "A"**

#### Nassau County, Florida

#### East Nassau Stewardship District

All those certain roadways, shown and designated on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida as:

- A) Sawgrass Drive, a 50' right of way;
- B) Slash Pine Place, a 50' right of way;
- C) Floco Avenue, a 63' right of way;
- D) Salt Meadow Loop, a 50' right of way;
- E) Muhly Grass Street, a 63' right of way;
- F) Saw Palmetto Street, a 63' right of way;
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- A) Recreation and or Community Amenity Tract 2, containing 0.82 acre;
- B) Recreation and or Community Amenity Tract 8, containing 0.45 acre;
- C) Recreation and or Community Amenity Tract 10, containing 0.10 acre

#### **BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, on this 19th day of July, 2022, that WILDLIGHT LLC, a Delaware limited liability company, with a mailing address of 1 Rayonier Way, Wildlight, Florida 32097 (the "Seller"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government organized pursuant to Chapter 2017-206, Laws of Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

### SEE EXHIBIT A ATTACHED HERETO FOR DESCRIPTION OF PROPERTY

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

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

[SIGNATURES ON NEXT PAGE]

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

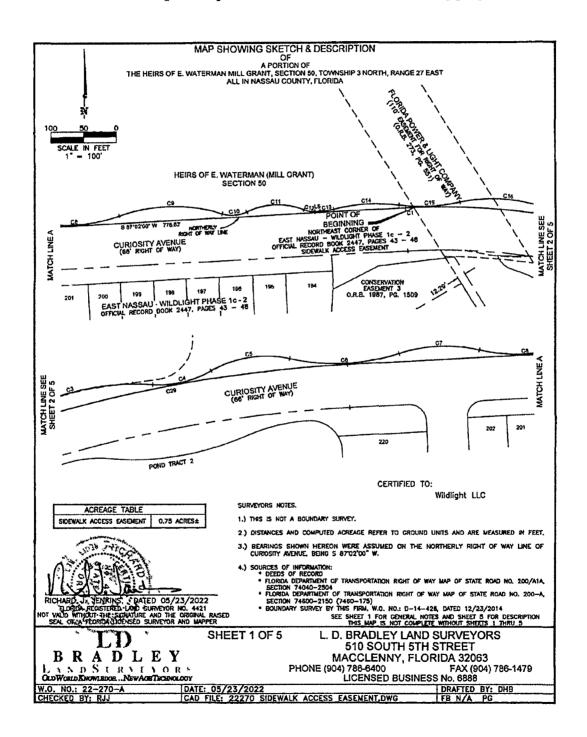
**SELLER:** WILDLIGHT LLC Signed, sealed and delivered a Delaware limited liability company in the presence of: By: Wesley B. Hinton Its: Vice President Michelle Van Deren Print Name: STATE OF FLORIDA **COUNTY OF NASSAU** SWORN TO AND SUBSCRIBED before me by means of ☑ physical presence or ☐ online notarization this ☐ day of July, 2022 by Wesley B. Hinton, as Vice President of Wildlight LLC, a Delaware limited liability company, on behalf of company. (Official Notary Signature) Crystal L. Cook otary Public-State of Florida Commission # HH 9615 My Commission Expires al] June 11, 2024 Name: Personally Known OR Produced Identification Type of Identification \_\_

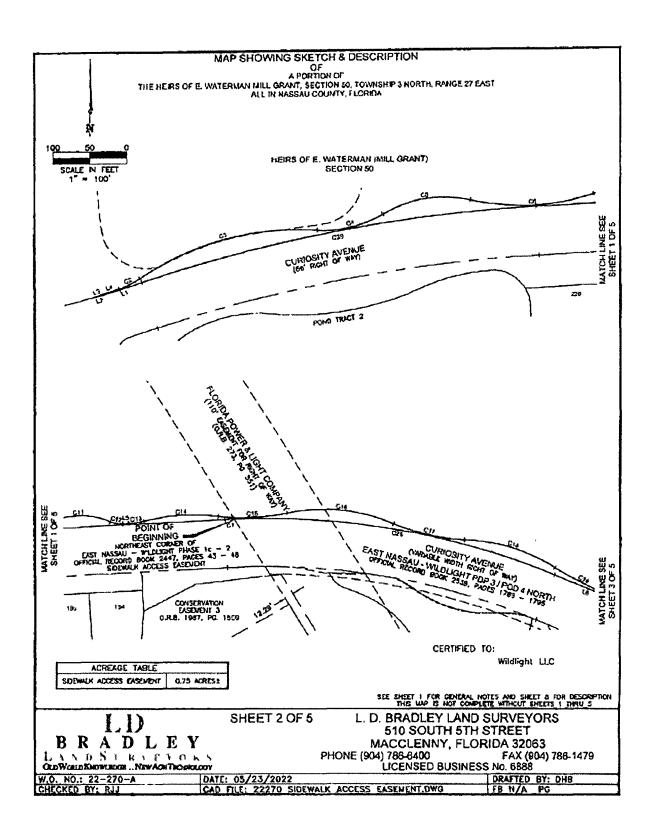
#### **EXHIBIT "A"**

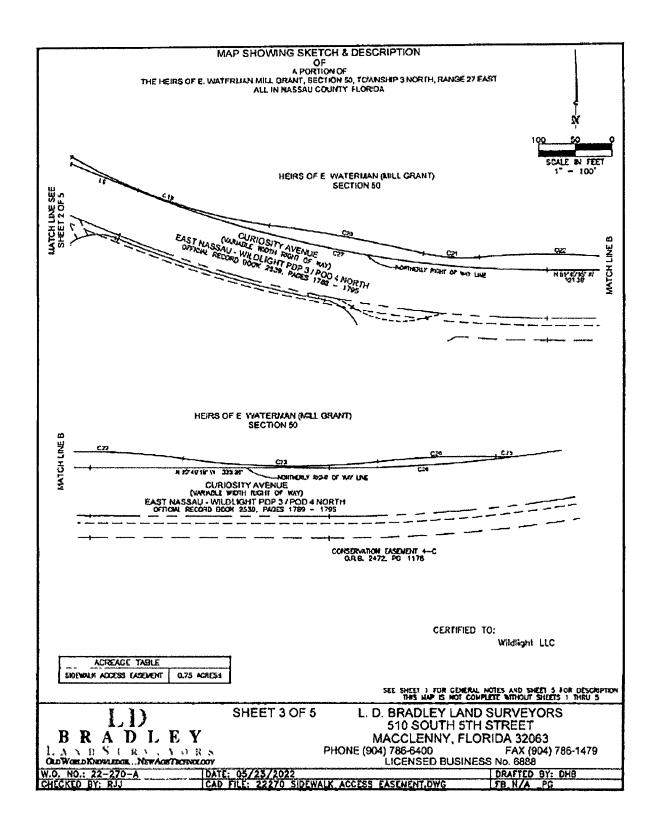
#### Nassau County, Florida

#### East Nassau Stewardship District

Sidewalk and/or multi-use path improvements located on the following property:







### MAP SHOWING SKETCH & DESCRIPTION OF A PORTION OF

THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, TOWNSHIP 3 NORTH RANGE 27 EAST ALL IN NASSAU COUNTY, FLORIDA

ſ		******************************	CURVE	TABLE		
CURVE	CELTA	RACIUS	LENGTH	TANCENT	CHORD BEARING	CHORD DISTANCE
CI	C/42'37"	1033.00'	12,80	6.40	S 87'23'18" W	12.80
CZ	15"55"55"	114.00'	31.73"	15.97	H 63.43.33. E	31.63'
C3	38"23"30"	376.00	251,94"	130,91	N 74'56'50" E	247.26
C4	34"48"05"	154,00"	93.54"	48.26	N 76"44"32" E	92.11"
C5	43'32'16"	181.00	122.34	84.29	ม อาจฮ3ฮ ัย	119.42"
CB	31,00,20,	314.00	169-91	87.10	N 87'22'30" E	167.87
C7	31"26'02"	225.00"	123.93	53.60	N 8735'16" E	122.44"
Call	32'31'43"	249,00	141,36*	72.84	N 8702'25" E	139,47
CO	38"25"56"	251,00	109,50*	82.60	₩ 68°09°33" E	156.93
C10	+3"18"48"	49 00'	37.08"	19,45"	N 853238" E	38.10
CII	48"37"52"	106.60	89 97"	47,90	N 8811'40" E	87,20'
C1Z	25"28'37"	29.00,	17,34	B.82'	5 80*13'42" E	17.70*
C13	11"24"36"	108.45	21,59	10.83	N 81.77,01, E	21.55
C14	21'80'28"	264.05	100,66*	50.95	₽ 86.12,18 <u>.</u> E	100.05
C15	19727'58"	274 00'	83 09"	47,00	N 87'25'35" E	92,64"
C16	35'08'29"	241.001	147,811	74.31	S 84"11"43" E	145.51
C17	20'57'43"	272.00	99.51"	50.32	\$ 77'06'21" E	98.05
C18	29"30"22"	251 00'	129.92"	66.45	S 7245'31" E	128.47
C19	22"30"10"	721.65	285.29	144.53	S 70"22"30" E	283.43'
C50	€'37'30"	1846.87	213.55	106.69'	S 79'25'15" E	213.43
C21	18"12'02"	230.25	75.68	38.16'	\$ 85'42'50" E	75.36'
C22	13"42"05"	912.70	218.26	100.65	S 88°39'27" €	217.74
CZ3	14.53,51,	1045.031	754.27	132,84	5 89'02'59" E	263.56
C51	72919	1218.01	159 19	79.71	N 87'32'25" €	159 081
C25	4'29'35"	378.30	29.07	14.01	N 8935'12" E	29.66
C26	727'40"	1967,00	258.141	128,25	3 862032" W	255.90
C27	22'09'38'	1467,00'	557.40	287,29*	N 7844'29" W	563,97*
C28	24'35'43'	1033.00	443,43	225,19	೫ 7957°32° ₩	440,041
C29	15"20"00"	2033.00	544.07	273.67	5 79'22'00" W	542.44"

une table			
LINE !	BEARING	LENCTH	
Li	S 71'42'00" W	55.24	
u	S 75"11"00" W	13.32	
L3	₩ 653610° E	12.79	
LA	₩ 71'42'00" E	23.50	
LS	₩ 8701'03" E	7.60	
LE	N 67'39'40" W	98.17	

CERTIFIED TO

Wildlight LLC

ACREAGE TABLE SIDEWALK ACCESS EXCEMENT 0.75 ACTESE

SEE SHEET 1 FOR GENERAL NOTES AND SHEET 8 FOR DESCRIPTION THIS MAP IS NOT COMPLETE WITHOUT SMEETS 1 THRU 5

BRADLEY

LANDSURVEY

OLDWORLD KNOWLEDGE ... NEW AGETTICS ROOLOW

L. D. BRADLEY LAND SURVEYORS SHEET 4 OF 5 510 SOUTH 5TH STREET

MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400

786-6400 FAX (904) 786-1479 LICENSED BUSINESS No 6888

W.O. NO.: 22-270-A CHECKED BY: RJJ

PRAFTED BY: DHB

DATE: 05/23/2022 GAD FILE: 22270 SIDEWALK ACCESS EASEMENT, DWG

#### MAP SHOWING SKETCH & DESCRIPTION

#### A PORTION OF THE HEIRS OF E WATERIAAN ICLL GRANT, SECTION 60, TOWNS IIP 3 NORTH, RANGE 27 EAST ALL IN MASSAU COUNTY, FLORIDA

#### Sdeach Access Economics

A percel of land, being a partien of the Heine of E. Walerman N.W. Grenk, Section 60, Township 3 North, Reage 27 East, Nosseu County, Florida, and being more particularly described as foliaws:

A portral of tond, aboy a portion of the Heline of E. Roterman NE Oreal, Section EQ, Tevrahly 3 North, Range 27 East, Horseo County, Floride, and being more particularly described an follow:

Bydin of the Northcost course of Eds Marson — NGS(b) Phone 1c — 2 on recorded in Official Record Book 2447, Pages 43, 44, 45, 46, 47 and 48 of the NARE Records of Names on County, Envises and point being on the Northey Right of Why life of County in the County of the County of the County of the County in the County in the County in the County of the County in the Coun

CERTIFIED TO.

Wildlight LLC

ACREAGE TABLE SIDEWALK ACCESS EASEMENT 0.75 ACREST

SEE SHEET I FOR CENERAL NOTES AND SHEET 5 FOR BESCHIPTION THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 5

1.1) BRADLEY LANDS LRVIDORS

CENTREDENINGE NEWACETHERSOLOGY SHEET 5 OF 5 L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET

> MACCLENNY, FLORIDA 32063 PHONE (904) 786-6400 FAX (904) 786-1479

LICENSED BUSINESS No. 6888

W.O. NO.: 22-270-A CHECKED BY: RJJ DATE: 05/23/2022 DRAFTED BY: OHB CAD FILE: 22270 SIDEWALK ACCESS EASENENT, DWG FB N/A PG

Inst. Number: 202245024838 Book: 2577 Page: 1556 Page 1 of 11 Date: 7/14/2022 Time: 3:03 PM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

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

Jonathan T. Johnson, Esq. Kutak Rock LLP Post Office Box 10230 Tallahassee, Florida 32302

### AGREEMENT GRANTING NON-EXCLUSIVE TEMPORARY DRAINAGE AND ACCESS EASEMENT

This AGREEMENT GRANTING NON-EXCLUSIVE TENTORARY DRAINAGE AND ACCESS EASEMENT ("Agreement") is made and entered into this day of 2022, by and between:

PULTE HOME COMPANY, LLC, a Michigan limited liability company, and the owner of certain lands within Nassau County, Florida, with a mailing address of 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (the "Grantor"); and

EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, being situated in Nassau County, Florida, and with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District").

#### WITNESSETH

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, repairing, operating, and/or maintaining certain public infrastructure improvements, including but not limited stormwater management systems and other improvements located within and without the boundaries of the District; and

WHEREAS, Grantor owns certain lands as shown on the attached Exhibit A, which is incorporated herein by this reference (the "Easement Area"); and

WHEREAS, for the benefit of the District and its landowners and residents, the District owns and operates certain improvements and portions of the same drain into the Easement Area, such portions known Pond Tract 1, Pond Tract 2 and Curiosity Avenue, Variable Width, Right-of-Way as depicted in that plat for East Nassau — Wildlight Phase 1c-3 Plat, recorded in Official Records Book 2447, Page 43, of the Public Records of Nassau County, Florida ("Parcels"); and

WHEREAS, Grantor and the District acknowledge that use of the Easement Area is necessary for the District to carry out its essential purpose; and

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WHEREAS, Grantor accordingly desires to grant to the District a temporary, non-exclusive drainage and access easement over the Easement Area in order to allow the District to access and drain into the Easement Area.

Now, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this easement.
- 2. Grant of Easement; Operation and Maintenance. Grantor hereby grants to the District, its successors, and assigns, a temporary, non-exclusive easement for District's discharge, drainage, detention and retention of surface, storm, and run-off water from the Parcels on, over, under, through and across the Easement Area and collect in those certain stormwater and drainage pipes, conduits, drop inlets, retention ponds and water storage basins, and appurtenant pipes, filters and facilities and related drainage and retention improvements located on the Easement Area as such facilities are depicted on the applicable permits, drawings and site plans (collectively, "Drainage Facilities"). Further, Grantor hereby grants to the District, its successors, and assigns, a temporary, non-exclusive easement upon, over and across that portion of the Easement Area for pedestrian access, ingress and egress for the benefit of the Parcels and the District ("Easement"). The District shall not alter or permit to be altered the surface grade of the Parcels which would materially increase the flow of surface water onto the Easement Area or adversely affect the Drainage Facilities.
- 3. DAMAGE. In the event that the District, its respective employees, agents, assignees, or contractors cause damage to the Easement Area or the Drainage Facilities, or causes damage to Grantor's other property or any improvements located thereon, in the exercise of the easement rights granted herein, the District, at its sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade within thirty (30) days after receiving written notice of the occurrence of any such damage. Further, the District shall allow no lien to attach to the Easement Area or any improvements located on said property or Grantor's other property arising out of work performed by, for, or on behalf of the District. District shall pay or transfer to other security all such liens, claims or demands before any action is brought to enforce the same against the Easement Area or Grantor.
- 4. INCONSISTENT USE. Grantor agrees and covenants that it shall not grant or exercise any rights in the Easement Area inconsistent with, or which interfere with, the rights herein accorded to the District.
- 5. NON-INTERFERENCE. District shall not unreasonably interfere with the right of ingress or egress of Grantor, its successors and assigns, or any other party requiring access to the Easement Area or to any property abutting the Easement Area.

- 6. LIMITATIONS OF LIABILITY. Grantor agrees that nothing contained in this Easement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.
- 7. **DEFAULT.** A default by any party under this Easement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.
- 8. ENFORCEMENT OF AGREEMENT. In the event that either party seeks to enforce this Easement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.
- 9. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express overnight courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

A. If to the District: East Nassau Stewardship District

c/o Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager

With a copy to: Kutak Rock LLP

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

B. If to the Grantor: Pulte Home Company, LLC

4901 Vineland Road, Suite 500

Orlando, Florida 32811

Attn: \_\_\_\_\_

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Grantor may deliver Notice on behalf of the District and Grantor.

10. THIRD PARTIES. This Easement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any

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third party not a formal party to this Easement. Nothing in this Easement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Easement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Easement against any interfering third party. Nothing contained in this Easement shall limit or impair the District's right to protect its rights from interference by a third party.

- 11. ASSIGNMENT. Neither party may assign, transfer or license all or any portion of its rights under this Easement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, the Grantor may assign its rights, duties, and obligations under this agreement to the applicable homeowners' or property owners' association without the District's consent. Notice of any such assignment shall be provided to the District in writing within five (5) business days of such assignment.
- 12. CONTROLLING LAW; VENUE. This Easement shall be construed, interpreted and controlled according to the laws of the State of Florida. The exclusive venue for any litigation arising out of this Easement shall be in a court of appropriate jurisdiction, in and for Nassau County, Florida.
- 13. PUBLIC RECORDS. Grantor understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Easement are public records and are to be treated as such in accordance with Florida law.
- 14. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement shall not affect the validity or enforceability of the remaining portions of this Easement, or any part of this Easement not held to be invalid or unenforceable.
- 15. BINDING EFFECT. This Easement and all of the provisions of this Easement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Area.
- 16. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.
- 17. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement may be made only by an instrument in writing which is executed by all parties hereto.
- 18. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement.

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

[Remainder of this page intentionally left blank]

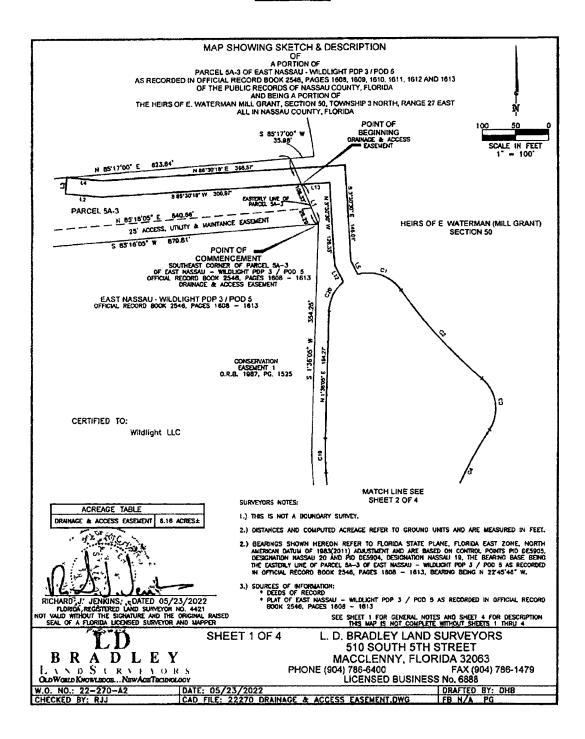
Inst. Number: 202245024838 Book: 2577 Page: 1561 Page 6 of 11 Date: 7/14/2022 Time: 3:03 PM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

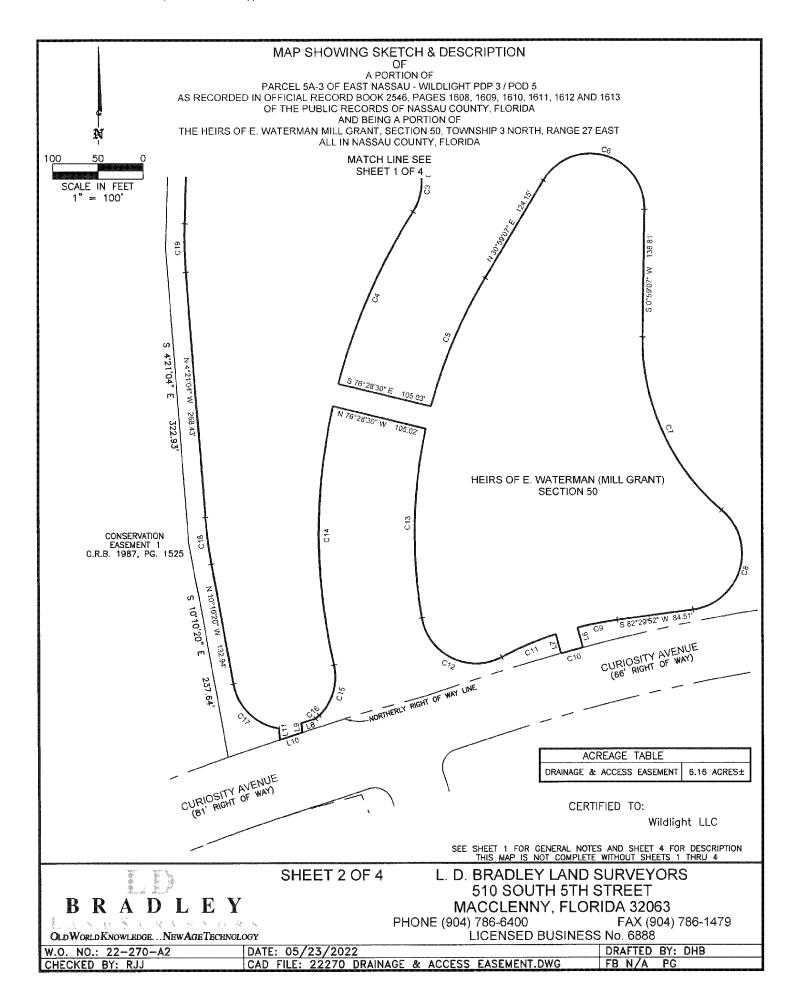
Signed, sealed and delivered in the presence of:  (Signature)  (Print Name)	By:  Name: Juston District  Title: VP of Laten Day
(Signature)  Brott North  (Print Name)	
STATE OF FLORIDA COUNTY OF OUVAC	
or $\square$ online notarization this $/3^{**}$ day of	edged before me by means of physical presence JULY , 2022 by JULIAN AUDIO as Company, LLC, on behalf of said entity, and si
personally known to me, or $\square$ has produced	as identification.
[notary seal]	Signature of Notary Public  Print Name  WILLIAM M ROBERTS  Notary Public - State of Florida  Commission # GG 309607  My Comm. Expires Mar 10. 2023  Bonded through National Notary Assn.

Signed, sealed and delivered in the presence of:	EAST NASSAU STEWARDSHIP DISTRICT
Sandy Rose  (Signature)  Landy K. Rose	Mike Hahaj Chairman, Board of Supervisors
(Print Name)	
Sanature)	
Savah Miles (Print Name)	
STATE OF FLORIDA COUNTY OF NESSAU	
or online notarization this 4 day of	vledged before me by means of physical presence, 2022, by Mike Hahaj, as East Nassau Stewardship District, on behalf of said
otary seal armission # HH 9615 My Commission Expires June 11, 2024	Signature of Notary Publick Print Name
CRYSTAL COOK Notery Public-State of Florida Commission # HH 9615 My Commission Expires June 11, 2024	

#### **EXHIBIT A**



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#### MAP SHOWING SKETCH & DESCRIPTION

OF

A PORTION OF
PARCEL 5A-3 OF EAST NASSAU - WILDLIGHT PDP 3 / POD 5
AS RECORDED IN OFFICIAL RECORD BOOK 2546, PAGES 1608, 1609, 1610, 1611, 1612 AND 1613 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND BEING A PORTION OF

THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST ALL IN NASSAU COUNTY, FLORIDA

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	71°25'28"	60.00'	74.80'	43.13'	S 69'49'25" E	70.05'
C2	16"02"27"	651.50'	182.40'	91.80'	S 42°07'55" E	181.80'
СЗ	83°01′13"	60.00'	86.94'	53.10'	S 8'38'32" E	79.53'
C4	18'09'11"	650.00'	205.94'	103.84	S 23'47'29" W	205.08
C5	16'02'28"	545.00'	152.58	76.79'	N 22.57.53" E	152.08'
C6	150'00'00"	60.00'	157.08'	223.92'	S 74'00'53" E	115.91'
C7	51°04'03"	241.50'	215.25'	115.36'	S 24'32'55" E	208.19'
СВ	132'34'49"	62.00'	143.47	141.17'	S 16'12'28" W	113.53'
C9	6°49'53"	375.00'	44.71'	22.38'	S 79'04'56" W	44.68'
C10	0"42'16"	2033.00'	25.00'	12.50'	S 74'56'28" W	25.00*
C11	9*48'19"	375.00'	64.18'	32.17'	S 66'56'34" W	64.10'
C12	108'22'56"	60.00'	113.50	83.16'	N 63°46'07" W	97.32'
C13	21'53'36"	545.00'	208.25	105.41'	N 1"22'08" E	206.99'
C14	25'07'27"	650.00'	285.02'	144.84	S 0'03'04" E	282.75'
C15	57'14'56"	60.00'	59.95'	32.75'	S 16'00'41" W	57.49'
C16	5'47'50"	50.00'	5.06'	2.53'	S 47°32'04" W	5.06′
C17	70°42°22″	60.00'	74.04	42.57	N 45'31'32" W	69.43'
C18	5'49'16"	510.00'	51.82'	25.93'	N 7'15'42" W	51.79'
C19	5'57'09"	510.00'	52.98'	26.52'	N 1'22'30" W	52.96'
C20	48°48'49"	60.00*	51.12'	27.23'	N 26'00'29" E	49.59'

CERTIFIED TO:

Wildlight LLC

BRADLEY

OLDWORLD KNOWLEDGE... NEW AGE TECHNOLOGY

NOSLAVEVORS

	LINE TABLE	
LINE #	BEARING	LENGTH
L1	N 22'45'46" W	65.46'
L2	N 84'37'25" W	55.20′
L3	N 5'22'35" E	25.00'
L4	S 84'37'25" E	53.26'
L5	S 27'33'38" E	23.12'
L6	S 15'15'05" E	22.49'
L7	N 15'15'05" W	21.97
L8	S 71°42'00" W	16.10'
L9	S 5'42'21" E	10.25'
L10	S 71°42'00" W	25.62'
L11	N 5'42'21" W	12.54'
L12	N 27'33'38" W	28.45'
L13	S 86'30'18" W	42.55'

ACREAGE TABLE			
DRAINAGE & ACCESS	EASEMENT	6.16 ACRES±	

SEE SHEET 1 FOR GENERAL NOTES AND SHEET 4 FOR DESCRIPTION THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 4

SHEET 3 OF 4

L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400

FAX (904) 786-1479

LICENSED BUSINESS No. 6888

W.O. NO.: 22-270-A2 DATE: 05/23/2022 DRAFTED BY: DHB CAD FILE: 22270 DRAINAGE & ACCESS EASEMENT.DWG CHECKED BY: RJJ FB N/A PĢ

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#### MAP SHOWING SKETCH & DESCRIPTION

OF

A PORTION OF

PARCEL 5A-3 OF EAST NASSAU - WILDLIGHT PDP 3 / POD 5
AS RECORDED IN OFFICIAL RECORD BOOK 2546, PAGES 1608, 1609, 1610, 1611, 1612 AND 1613
OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA
AND BEING A PORTION OF

THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST ALL IN NASSAU COUNTY, FLORIDA

Drainage & Access Easement:

A parcel of land, being a portion of Parcel 5A-3 of East Nassau — Wildlight PDP 3 / POD 5 as recorded in Official Record Book 2546, Pages 1608, 1609, 1610, 1611, 1612 and 1613 of the public record of Nassau County, Florida and being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Parcel 5A-3 of East Nassau — Wildlight PDP 3 / PDD 5 as recorded in Official Record Book 2546, Pages 1608, 1609, 1610, 1611, 1612 and 1613 of the public record of Nassau County, Florida; thence on the Easterly line of said Parcel 5A-3, N 22'45'46" W, a distance of 55.46 feet to the Point of Beginning; thence departing said Easterly line, S 86'30'18" W, a distance of 300.97 feet; thence N 84'37'25" W, a distance of 55.20 feet; thence N 05'22'35" E, a distance of 25.00 feet; thence S 84'37'25" E, a distance of 55.26 feet; thence N 84'37'25" W, a distance of 55.20 feet; thence N 05'22'35" E, a distance of 25.00 feet; thence S 84'37'25" E, a distance of 53.26 feet; thence N 86'30'18" E, a distance of 366.57 feet; thence S 03'30'30" E, a distance of 146.01 feet; thence S 27'33'38" E, a distance of 23.12 feet to the beginning of a curve, concave Southwest, having a radius of 60.00 feet and a central angle of 71'25'28"; thence on the arc of said curve, a distance of 74.80 feet said arc being subtended by a chord which bears S 69'49'25" E, a distance of 70.05 feet to a point of reverse curvature of a curve having a radius of 651.50 feet and a central angle of 16'02'27"; thence on the arc of said curve, a distance of 182.40 feet said arc being subtended by a chord which bears S 42'07'55" E, a distance of 181.80 feet to a point of reverse curvature of a curve having a radius of 60.00 feet and a central angle of 83'01'13"; thence on the arc of said curve, a distance of 79.53 feet to a point of reverse curvature of a curve having a radius of 650.00 feet and a central angle of 1809'11"; thence on the arc of said curve, a distance of 205.94 feet said arc being subtended by a chord which bears S 23'47'29" W, a distance of 205.94 feet said arc being subtended by a chord which bears S 23'47'29" W, a distance of 205.94 feet said arc being subtended by a chord which bears S 23'47'29" W, a distance of 205.94 feet said arc being subtended by a chord which bears S 23'47'29" W, a distance of 205.90 feet to the curves end; thence S 76'28'30" E, a distance of 105.00 feet to the beginning of a curve. feet to the curves end; thence S 76°28'30" E, a distance of 105.03 feet to the beginning of a curve, concave Southeast, having a radius of 545.00 feet and a central angle of 16°02'28"; thence on the arc of said curve, a distance of 152.58 feet said arc being subtended by a chord which bears N 22°57'53" E, a distance of 152.00 feet to the curves end; thence N 30°59'07" E, a distance of 124.15 feet to the beginning of a curve, concave Southwest, having a radius of 60.00 feet and a central angle of 150°00'00"; thence on the arc of said curve, a distance of 157.08 feet said arc being subtended by a chord which bears S 74°00'53" E, a distance of 115.90 feet to the curves end; thence S 00°59'07" W, a distance of 138.81 being subtended by a chord which bears \$ 74.00 feet and a central angle of 51°04'03"; thence on the arc of said curve, a distance of 215.25 feet said arc being subtended by a chord which bears \$ 24°32'55" E, a distance of 208.10 feet to a point of reverse curvature of a curve having a radius of 62.00 feet and a central angle of 132°34'49"; thence on the arc of said curve, a distance of 143.47 feet said arc being subtended by a chord which bears \$ 16°12'28" W, a distance of 113.50 feet to the curves end; thence \$ 82°29'52" W, a distance of 84.51 feet to the beginning of curve, concave Southeast, having a radius of 375.00 feet and a central angle of 6°49'53"; thence on the arc of said curve, a distance of 44.71 feet said arc being subtended by a chord which bears S 79'04'56" W, a distance of 44.68 feet to the curves end; curve, a distance of 44.71 feet said arc being subtended by a chord which bears S 79'04'56" W, a distance of 44.68 feet to the curves end; thence S 15'15'05" E, a distance of 22.49 feet to a point on the Northerly Right of Way line of Curiosity Avenue (66 foot Right of Way) as shown an East Nassau — Wildlight Phase 1c — 2 as recorded in Official Record Book 2447, Pages 43, 44, 45, 46, 47 and 48 of the Public Records of Nassau County, Florida said point also being on a curve, concave Southeast, having a radius of 2033.00 feet and a central angle of 0'42'16"; thence an said Northerly Right of Way line and on the arc of said curve, a distance of 25.00 feet said arc being subtended by a chord which bears S 74'56'28" W, a distance of 25.00 feet; thence departing said Northerly Right of Way line, N 15'15'05" W, a distance of 21.97 feet to the beginning of a curve, concave Southeast, having a radius of 375.00 feet and a central angle of 9'48'19"; thence on the arc of said curve, a distance of 64.18 feet said arc being subtended by a chord which bears S 66'56'34" W, a distance of 64.10 feet to a point of reverse curvature of a curve having a radius of 60.00 feet and a central angle of 108'22'56"; thence on the arc of said curve, a distance of 113.50 feet said arc being subtended by a chord which bears N 63'46'07" W, a distance of 97.32 feet to a point of compound curvature of a curve having a radius of 545.00 feet and a central angle of 21'53'35"; thence on the arc of said curve, a distance of 208.25 feet said arc being subtended by a chord which bears N 63'46'07" W, a distance of 97.32 feet to a point of compound curvature of a curve having a radius of 545.00 feet and a central angle of 21'53'35"; thence on the arc of said curve, a distance of 208.25 feet said arc being subtended by a chord which bears N 63'46'07" W, a distance of 97.32 feet to a point of compound curvature of a curve having a radius of 545.00 feet and a central angle of 21'53'35"; thence on the arc of said curve, a distance of 208.25 feet said arc be 545.00 feet and a central angle of 21.53.36"; thence on the arc of said curve, a distance of 208.25 feet said arc being subtended by a chord which bears N 01°22'08" E, a distance of 206.90 feet to the curves end; thence N 76°28'30" W, a distance of 105.02 feet to the beginning of a curve, concave Easterly, having a radius of 650.00 feet and a central angle of 25'07'27"; thence on the arc of said curve, a distance of 285.02 feet said arc being subtended by a chord which bears S 00'03'04" E, a distance of 282.70 feet to a point of reverse curvature of a curve having a feet said arc being subtended by a chord which bears S 00'03'04" E, a distance of 282.70 feet to a point of reverse curvature of a curve having a radius of 60.00 feet and a central angle of 57'14'56"; thence on the arc of said curve, a distance of 59.95 feet said arc being subtended by a central angle of 5'47'50"; thence on the arc of said curve, a distance of 50.00 feet and a central angle of 5'47'50"; thence on the arc of said curve, a distance of 5.06 feet said arc being subtended by a chord which bears S 47'32'04" W, a distance of 5.06 feet to the curves end; thence S 71'42'00" W, a distance of 5.06 feet to the beginning of a curve, concave Northeast, having a radius of 50.00 feet and a central angle of 5'47'50"; thence on the arc of said curve, a distance of 5.06 feet said arc being subtended by a chord which bears S 47'32'04" W, a distance of 5.06 feet to the curves end; thence S 71'42'00" W, a distance of 16.10 feet; thence S 05'42'12" E, a distance of 10.25 feet to a point on the aforesaid Northerly Right of Way line of Curiosity Avenue; thence on said Northerly Right of Way line, S 71'42'00" W, a distance of 12.54 feet to the beginning of a curve, concave Northeast, having a radius of 60.00 feet and a central angle of 70'42'22" thence on the arc of said curve, a distance of 12.54 feet to the beginning of a curve, concave Northeast, having a radius of 510.00 feet and a central angle of 5'49'16"; thence on the arc of said curve, a distance of 51.82 feet soid arc being subtended by a chord which bears N 07'15'42" W, a distance of 51.79 feet to the arc of 51.82 feet soid arc being subtended by a chord which bears N 07'15'42" W, a distance of 51.00 feet and a central angle of 5'57'09"; thence on the arc of said curve, a distance of 268.43 feet to the beginning of a curve, concave Rortheast, having a radius of 510.00 feet and a central angle of 5'79'09"; thence on the arc of said curve, a distance of 268.43 feet to the beginning of a curve, concave Northeast, having a radius of 510.00 feet and a central angl central angle of 5'57'09"; thence on the arc of said curve, a distance of 52.98 feet said arc being subtended by a chord which bears N 01'22'30" W, a distance of 52.96 feet to the curves end; thence N 01 36 05 E, a distance of 194.27 feet to the beginning of a curve, concave Southeast, having a radius of 60.00 feet and a central angle of 48'48'49"; thence on the arc of said curve, a distance of 51.12 feet said arc being subtended by a chord which bears N 26'00'29" E, a distance of 49.59 feet to the curves end; thence N 27'33'38" W, a distance of 28.45 feet; thence N 03'30" W, a distance of 126.35 feet; thence S 86'30'18" W, a distance of 42.55 feet to the Point of Beginning.

CERTIFIED TO:

Wildlight LLC

ACREAGE TABLE
DRAINAGE & ACCESS EASEMENT 6.16 ACRES±

SEE SHEET 1 FOR GENERAL NOTES AND SHEET 4 FOR DESCRIPTION THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 4



OLD WORLD KNOWLEDGE... NEW AGE TECHNOLOGY

SHEET 4 OF 4

L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400

FAX (904) 786-1479

LICENSED BUSINESS No. 6888

 W.O. NO.: 22-270-A2
 DATE: 05/23/2022
 DRAFTED BY: DHB

 CHECKED BY: RJJ
 CAD FILE: 22270 DRAINAGE & ACCESS EASEMENT.DWG
 FB N/A PG

## DISTRICT ENGINEER'S CERTIFICATE (SIDEWALK IMPROVEMENTS ON CURIOSITY AVENUE NORTH OF WILDLIGHT PHASE 1C-2)

June 23, 2022

Board of Supervisors East Nassau Stewardship District

Re: East Nassau Stewardship District (Nassau County, Florida)

Acquisition of Stormwater Management Facility and Sidewalk Improvements

#### Ladies and Gentlemen:

The undersigned is a representative of England-Thims & Miller, Inc. ("District Engineer"), as District Engineer for the East Nassau Stewardship District ("District") and does hereby make the following certifications in connection with the District's acquisition from Wildlight LLC ("Developer") of the sidewalk and/or multi-use path improvements located on Curiosity Avenue North of Wildlight Phase 1C-2 ("Improvements"), as further described in Exhibit A attached hereto, all as more fully described in that certain Bill of Sale ("Bill of Sale") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

- 1. A Representative of England-Thims & Millers, Inc. has reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
- 2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's Engineer's Report for Wildlight Village Phase 1 dated August 10, 2017, as revised December 12, 2018, the East Nassau Stewardship District Engineers Report First Addendum for Wildlight Village Phase 1, dated August 6, 2018, and the East Nassau Stewardship District Supplemental Engineers Report for Wildlight Village Phase 1, dated October 18, 2018, as revised December 12, 2018 (together, the "Engineer's Report"), and specially benefit property within the District as further described in the Engineer's Report.
- 3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
- 4. The total costs associated with the Improvements are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.

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

FURTHER AFFIANT SAYETH NOT.

Scott A. Wild, P.E., District Engineer England-Thims & Miller, Inc.

STATE OF FLORIDA COUNTY OF WO	
or $\square$ online notarization this $24$ day of England-Thims & Miller, Inc., who	throwledged before me by means of Ø physical presence f, 2022 by Scott A. Wild, P.E., on behalf of is personally known to me or who has produced as identification, and did □ or did not □take the oath.
**************************************	

ALEX JACOBS
Notary Public, State of Florida
My Comm. Expires 02/13/2025
Commission No. HH79522

[notary seal]

(Official Notary Signature)
Name: Jucons

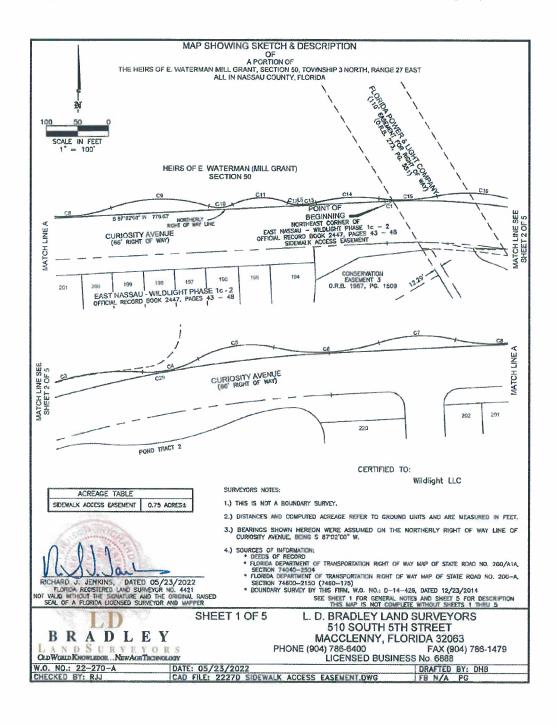
Personally Known X
OR Produced Identification

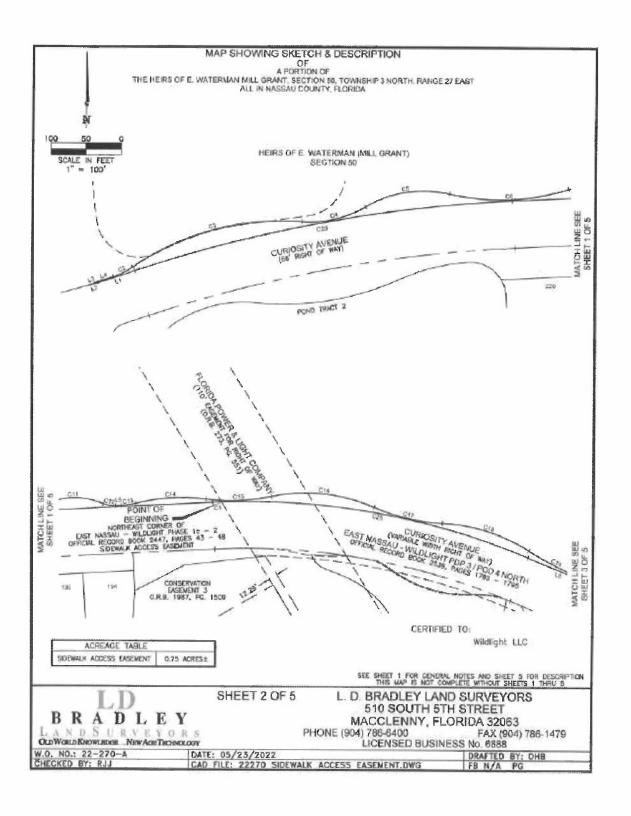
Type of Identification \_\_\_\_

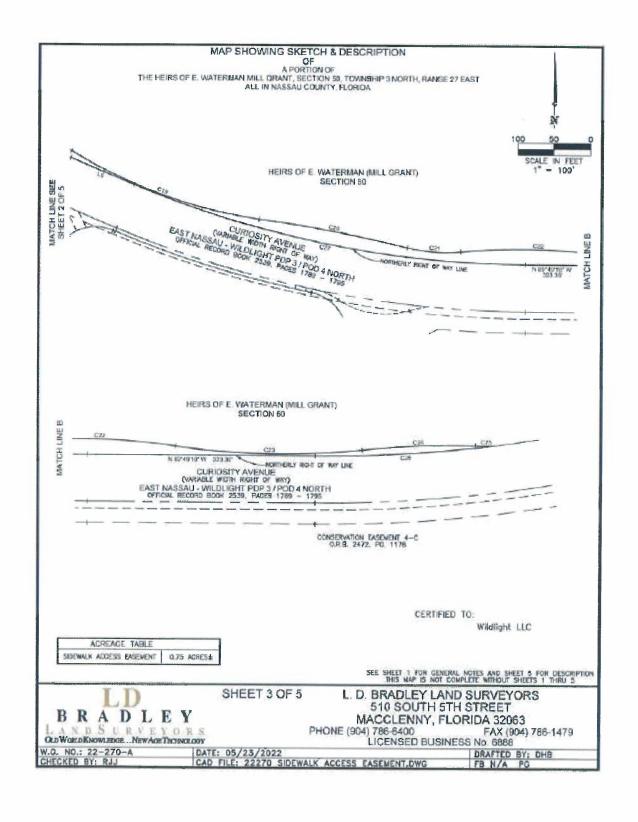
#### **EXHIBIT A**

"Improvements"

Sidewalk and/or multi-use path improvements located on the following property:







#### MAP SHOWING SKETCH & DESCRIPTION

OF A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST ALL IN NASSAU COUNTY, FLORIDA

			CURVE	TABLE		
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANC
C1	0'42'37"	1033.00'	12.80	6.40	S 8725'18" W	12.80
C2	15'56'55"	114.001	31.73	15.97	H 63'43'33" E	31.63*
C3	36'23'30"	376,00	251.94"	130.91	N 745650 E	247.26
04	34"48"06"	154.00"	93.54"	48.26	N 76'44'32" E	92.11
05	43'32'16"	161.00	122.34	64.29	₩ 81'08'38" E	119.42
00	31'00'30"	314.00	169.94	87.10	N 87'22'30 E	167.87
07	31'26'02"	226.00	123.99"	63.60	N 57'35'16" E	122.44
ca	32'31'43"	249.00	141.36"	72.64	N 5702'25" E	139.47
09	36'25'56"	251.00	159.60	62.60	N 58'59'33" E	156.93
Ç10	43'19'48"	49.00	37.06	19,45	N 85'32'38" E	36,18
C11	48'37'52"	106.00"	89.97"	47.90	N.88'11'40". E	87,29
C12	25'28'37"	29.00'	17.34	B.82*	5 80'13'42" E	17.20
C13	11'24'06"	108.48"	21.59"	10.63	N 81'33'07" €	21.55
C14	21'50'28"	264.05	109.66	50.95	N 86'15'16" E	100.05
C15	19'27'56"	274.00	93.09	47.00	N 87'26'35" E	92.64
C16	35'08'29"	241.00	147.81"	76.31	S-84'11'43" E	145.51
C17	20'57'43"	272.00	99.51	50.32	5 77'06'21" E	98.96"
018	29'30'22"	251.00	129.92"	66.45	5 72'45'31" E	128.47
C19	22'39'10"	721.58	185.29	144.831	5 70'22'90" E	283.43
C20	6'37'30"	1846.87"	213.55	106.891	S 79'26'15" E	213.43
C21	18"12"02"	238.25	75.68	36.16	S 85'42'50" E	75,36
CZE	13"42"05"	912.70	218.26	109.65	S 88'39'27" E	217.74"
023	142321	1045.03	264.27	132.84	S 89'02'59" E	253,56"
C24	7'29'19"	1218.01	159.19	79.71	N 8732'25" E	159.08"
C25	4°29'35"	378.30	29.57	14.04	N 89'35'12" E	29.66"
C26	72740"	1967.00	256.14	128.25	5 86'26'52" W	255.96*
C27	22'09'38"	1467.00	567.40	287.29	N 78'44'28" W	563.87"
C28	24'35'43"	1033.00	443.43	225.19	N 7957'32" W	440.04"
C29	15'20'00"	2033.00'	544.07	273.67*	5 79'22'00" W	542.44*

LINE TABLE		
LINE 4	BEARING	LENGTH
L1	S 71'42'00" W	55.24
LŽ	S 75'11'00" W	13.32"
1.3	N 68'36'18" E	12.79"
14	N 71'42'00" E	23.80
LD	N 8701'03" E	7.60
LG	N 67'39'40" W	98.12

CERTIFIED TO:

Wildlight LLC

ACREAGE TABLE SIDEWALK ACCESS EASEMENT 0.75 ACRES±

SEE SHEET 1 FOR GENERAL NOTES AND SHEET 5 FOR DESCRIPTION THIS WAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 5

SHEET 4 OF 5 BRADLEY

LANDSURVEYORS

OLDWORLD KNOWLEDGE... NEWAGETECHNOLOGY

L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400 FAX (9) LICENSED BUSINESS No. 6888 FAX (904) 786-1479

W.O. NO.: 22-270-A CHECKED BY: RJJ DATE: 05/23/2022 CAD FILE: 22270 SIDEWALK ACCESS EASEMENT, DWG DRAFTED BY: DHB

#### MAP SHOWING SKETCH & DESCRIPTION

OF A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST ALL IN NASSAU COUNTY, FLORIDA

Sidewalk Access Egsement:

A percei of land, being a parties of the Heire of E. Waterman Nill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Scheenic Access Economics:

A proces of tand, being a partition of the Heire of E. Wolstman NII Grant, Section 50, Township 3 North, Range 27 East, Nooseu County, Farton, and being more particularly described on follows:

Boars at the Notesco count of East Masou — MidSight Phase 1c — 2 as recorded in Official Record Boar 2447, Pages 43, 44, 45, 46, 47 and 48 of the Pale? Records of Nassou Gounty, Farton and John State 1 and State 1 an

CERTIFIED TO:

ACREAGE TABLE SIDEWALK ACCESS EASEMENT 0.75 ACRES±

NDSURVEYOR OLDWORLD KNOWLEDGE. NEW AGE THORNOLOGY

SEE SHEET 1 FOR GENERAL NOTES AND SHEET 5 FOR DESCRIPTION THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 5

Wildlight LLC

SHEET 5 OF 5 BRADLEY

L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063

PHONE (904) 788-6400 FAX (904) 786-1479 LICENSED BUSINESS No. 6888

W.O. NO.: 22-270-A CHECKED BY: RJJ DATE: 05/23/2022 CAD FILE: 22270 SIDEWALK ACCESS EASEMENT.DWG DRAFTED BY: DHB

## DISTRICT ENGINEER'S CERTIFICATE (WILDLIGHT PHASE 1C-2 RIGHT-OF-WAYS, PONDS AND RECREATION TRACTS AND RELATED IMPROVEMENTS)

June 9, 2022

Board of Supervisors East Nassau Stewardship District

Re: East Nassau Stewardship District (Nassau County, Florida)

Acquisition of Wildlight Phase 1c-2 Right-of-Ways, Ponds and Recreation Tracts and

Related Improvements

Ladies and Gentlemen:

The undersigned is a representative of England-Thims & Miller, Inc. ("District Engineer"), as District Engineer for the East Nassau Stewardship District ("District") and does hereby make the following certifications in connection with the District's acquisition from Wildlight LLC ("Developer") of the Wildlight Phase 1c-2 Right-of-Ways, Ponds and Recreation Tracts and Related Improvements ("Improvements"), as further described in Exhibit A attached hereto, all as more fully described in that certain Bill of Sale ("Bill of Sale") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

- 1. A representative of England-Thims & Miller, Inc. has reviewed observable portions of the Improvements. A representative of England-Thims & Miller, Inc. has further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
- 2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's Engineer's Report for Wildlight Village Phase 1 dated August 10, 2017, as revised December 12, 2018, the East Nassau Stewardship District Engineers Report First Addendum for Wildlight Village Phase 1, dated August 6, 2018, and the East Nassau Stewardship District Supplemental Engineers Report for Wildlight Village Phase 1, dated October 18, 2018, as revised December 12, 2018 (together, the "Engineer's Report"), and specially benefit property within the District as further described in the Engineer's Report.
- 3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
- 4. The total costs associated with the Improvements are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.

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

FURTHER AFFIANT SAYETH NOT.

Scott A. Wild, P.E., District Engineer England-Thims & Miller, Inc.

STATE OF FL	
<b>COUNTY OF</b>	Dural

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

[notary seal]

1	loria J. Stephens
-	(Official Notary Signature)
Name:	<b>V</b>
-	11 77

#### **EXHIBIT A**

"Improvements"

#### East Nassau Stewardship District

All those certain roadways, shown and designated on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida as:

- A) Sawgrass Drive, a 50' right of way;
- B) Slash Pine Place, a 50' right of way;
- C) Floco Avenue, a 63' right of way;
- D) Salt Meadow Loop, a 50' right of way;
- E) Muhly Grass Street, a 63' right of way;
- F) Saw Palmetto Street, a 63' right of way;
- G) Shortleaf Lane, a 63' right of way;
- H) Curiosity Avenue, a variable width right of way.

Pond Tract 1 as shown on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

Pond Tract 2 as shown on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

Pond Tract 13, designated as Pond 13 Drainage Easement on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

Recreation and/or Community Amenity Tracts shown and delineated on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida as:

- A) Recreation and or Community Amenity Tract 2, containing 0.82 acre;
- B) Recreation and or Community Amenity Tract 8, containing 0.45 acre;
- C) Recreation and or Community Amenity Tract 10, containing 0.10 acre

#### STATE OF FLORIDA COUNTY OF NASSAU

#### **CERTIFICATE OF NON-FOREIGN STATUS**

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, and its agents that withholding is not required upon the disposition of a U.S. real property interest in property located in Nassau County, Florida and described upon **EXHIBIT "A"** attached hereto and by reference made a part hereof ("Property"), by **RAYONIER TRS HOLDINGS INC.**, a Delaware corporation ("Rayonier") the undersigned hereby certifies the following on behalf of Wildlight LLC, a Delaware limited liability company ("Seller"):

- 1. Rayonier is not a "foreign corporation", "foreign partnership", "foreign trust", or foreign estate" (as those terms are defined in the Internal Revenue Code and Income Tax Regulations promulgated thereunder);
- 2. Rayonier is not a disregarded entity as defined by Section 1.1445-2(b)(2)(iii);
- 3. Rayonier's U.S. employer identification number is: <u>20-0392883</u>.
- 4. Rayonier's office address is: 1 Rayonier Way Wildlight, FL 32097

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

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

AFFIANT:

ohn R. Campbell

Assistant Secretary

Rayonier TRS Holdings Inc.

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization this day of 2022, by John R. Campbell, who is personally known to me.

CRYSTAL COOK
Notary Public-State of Florida
Commission # HH 9615
My Commission Expires
June 11, 2024

Print Name.

Crystal L. Cook

Notary Public, State of Florida

My Commission Expires:

Commission No.:

#### **EXHIBIT "A"**

#### Nassau County, Florida

#### East Nassau Stewardship District

All those certain roadways, shown and designated on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida as:

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- B) Slash Pine Place, a 50' right of way;
- C) Floco Avenue, a 63' right of way;
- D) Salt Meadow Loop, a 50' right of way;
- E) Muhly Grass Street, a 63' right of way;
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- B) Recreation and or Community Amenity Tract 8, containing 0.45 acre;
- C) Recreation and or Community Amenity Tract 10, containing 0.10 acre

#### STATE OF FLORIDA COUNTY OF NASSAU

#### LIEN AND POSSESSION AFFIDAVIT

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

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

AFFIANT: John R. Campbell
Vice President
Wildlight LLC

Notary Public, State of Florida

My Commission Expires: U

Commission No.: 1

Crystal L. Cook

SWORN TO AND SUBSCRIBED before me by means of the physical presence or online notarization, this day of the day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization.

Print Name:

CRYSTAL COOK
Notery Public-State of Florida
Commission # HH 9615
My Commission Expires
June 11, 2024

#### **EXHIBIT "A"**

#### Nassau County, Florida

#### East Nassau Stewardship District

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- B) Recreation and or Community Amenity Tract 8, containing 0.45 acre;
- C) Recreation and or Community Amenity Tract 10, containing 0.10 acre

# EAST NASSAU STEWARDSHIP DISTRICT

144

CHANGE ORDER	No2
DATE OF ISSUANCE: August 12, 2022	EFFECTIVE DATE: August 12, 2022
OWNER: East Nassau Stewardship District CONTRACTOR: A.J. Johns, Inc. Contract: Wildlight Avenue Extension Impro Project: Wildlight Avenue Extension Impro	
ENGINEER's Contract No. 19-239-01-024 ENGINEER: England – Thims and Miller, Inc.	OWNER's Contract No. N/A
You are directed to make the following changes in the Contra Description: Various Changes  Reason for Change: Revisions to MUP and Valley Gutter a Attachments: (List documents supporting change) A.J. Jo By execution of this change order document, the Contractor at the work associated with these changes are resolved.	and Concrete Material Price Increase
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
iginal Contract Price 5 4,606,366.52	Original Contract Times: Substantial Completion: 311 days Ready for final payment: 357 days (days)
et Increase/ <del>Decrease</del> from previous Change Orders No. <u>0</u> to No. <u>1</u>	Net change from previous Change Orders No0 to No1 Substantial Completion:
ontract Price prior to this Change Order:  § 4,876,506.41	Contract Times prior to this Change Order: Substantial Completion: 311 days Ready for final payment: 357 days (days)
et Increase/ <del>Decrease</del> of this Change Order:  \$ 43,366.61	Net Increase this Change Order:  Substantial Completion: 0 .  Ready for final payment: 0 (days)
ontract Price with all approved Change Orders:  § 4,919,873.02	Contract Times with all approved Change Orders: Substantial Completion: 311 days Ready for final payment: 357 days (days)
RECOMMENDED: APPROVED	D: ACCEPTED:

RECOMMENDED:	APPROVED:	ACCEPTED:
By:	By:	By:
ENGINEER (Authorized Signatur	re) OWNER (Authorized Signat	ure) CONTRACTOR (Authorized Signature)
Date:	Date:	Date:
EICDC 1010 & D (1006 Edition)		

EJCDC 1910-8-B (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

## Wildlight Avenue - MUP/Valley Gutter Changes & Concrete Material Increase

### A.J. Johns, Inc

3225 Anniston Road

Jacksonville, FL 32246

Contact: Todd Patrick
Phone: (904) 641-2055

Email: tpatrick@ajjohns.com

<u>To:</u> East Nassau Stewardship District <u>Job Name:</u> Wildlight Avenue Ext. Improv.

 2300 Glades Road Suite 410W
 Date:
 07-29-2022

 Boca Raton, FL 33431
 Reference No.:
 21012-COR04

Attn: Zach Brecht, P.E.

Phone: 904-265-3223

Email: brechtz@etminc.com

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	MUP / Valley Gutter & Concrete Matl Increase				
1010	Valley Gutter 24" to 36" Wide	642.00	LF	13.53	8,686.26
1020	10' Multi Use Path	55.00	SY	89.77	4,937.35
1030	Concrete Material Increase	1.00	LS	29,743.00	29,743.00
1990	MUP / Valley Gutter & Conc Matl Increase Subtotal				43,366.61

#### **NOTES:**

- 1. Plan Changes dated 06-17-2022
- 2. Concrete Material Price Increase



### Concrete profiles, Inc.

3124 Leon Rd Jacksonville, Florida 32246 (904) 642-0055 FAX 996-0296

#### FACSIMILE TRANSMITTAL QUOTATION SHEET

6/29/2022

Certified?

Dot Number:

To: AJ Johns

**Mobilizations: 1** 

**Attn: Estimating** 

Job: Wildlight Avenue

From: John Royce Proctor

Location: Jacksonville

Description	QTY	U/M	Unit P	rice	Total	
City Standard Curb	7905	LF	\$	2.00	\$	15,810.00
Valley Gutter	642	LF	\$	2.00	\$	1,284.00
4" Regular Sidewalk	2531	SY	\$	4.00	\$	10,124.00
Ramps	14	EA	\$	100.00	\$	1,400.00
10" Concrete Paving	75	SY	\$	15.00	\$	1,125.00
					\$	-
					\$	
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	
Total Contract Price					\$ <b>\$</b>	29,743.00

\*\*All quotes are subject to requotation after 60 days. \*\*

If CPI is responsible for adjusting inlets more than 5" then additional charges will apply: Inlet Adjustments \$400 Each

Sidewalk pricing is based on pouring from a truck unless otherwise noted.

CPI is not responsible for engineering, testing, surveying, or grading other than ±.10

f the actual quantity of a line item is less than 80% of the take off quantity, the unit prices are subject to requotation.

Extra Hand Crew Mobilization - \$1,200

Extra Machine Crew Mobilization - \$2,000

Concrete Pumping is not included unless noted in the line items

# EAST NASSAU STEWARDSHIP DISTRICT

148

CHANGE ORDER	No1
DATE OF ISSUANCE: August 12, 2022	EFFECTIVE DATE: August 12, 2022
OWNER: East Nassau Stewardship District CONTRACTOR: Burnham Construction, Inc. Contract: Wildlight – North/South Collector Ro	oad Mass Grading
Project: Wildlight – North/South Collector Ro	oad Mass Grading
ENGINEER's Contract No. 19-239-01-025 ENGINEER: England – Thims and Miller, Inc.	OWNER's Contract No. N/A
You are directed to make the following changes in the Contract	
<b>Description:</b> Additional Clearing and Mass Grading Area	
<b>Reason for Change:</b> Clearing and Mass Grading of Parcel 4B	
Attachments: (List documents supporting change) Burnham By execution of this change order document, the Contractor ack the work associated with these changes are resolved.	n Construction, Inc. Change Order dated July 29, 2022 nowledges that all issues related to Contract Time and Compensation for
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
riginal Contract Price \$ 1,943,598.44	Original Contract Times:  Substantial Completion: 168 days  Ready for final payment: 180 days  (days)
et Increase/Decrease from previous Change Orders No. <u>0</u> to No. <u>0</u>	Net change from previous Change Orders No0 to No0 Substantial Completion:0  Ready for final payment:0
\$ 0.00	(days)
ontract Price prior to this Change Order: \$ 1,943,598.44	Contract Times prior to this Change Order: Substantial Completion: 168 days Ready for final payment: 180 days (days)
et Increase/ <del>Decrease</del> of this Change Order: \$ 320,449.35	Net Increase this Change Order: Substantial Completion: Ready for final payment:  (days)
ontract Price with all approved Change Orders: \$ 2,264,047.79	Contract Times with all approved Change Orders: Substantial Completion: 168 days Ready for final payment: 180 days (days)
RECOMMENDED: APPROVED:	ACCEPTED:

EJCDC 1910-8-B (1996 Edition)

#### Pay Item & Proposal Register

#### **BURNHAM CONSTRUCTION**

Wildlight PDP3 4B - Rev 1 without Import--Wildlight PDP3 4B REV 1 - 7.8.22 - WITHOUT IMPORT

Division Code	Lock Price	Description	Pay Quantity	UOM	Currency	Unit Price (current)	Total Price (current)
001000	~	General Conditions	1.00	Lump Sum	U.S. Dollar	\$17,812.65	\$17,812.65
001000	~	Construction Entrance	1.00	Each	U.S. Dollar	\$7,183.12	\$7,183.12
003000	~	Surveying	1.00	Lump Sum	U.S. Dollar	\$11,875.11	\$11,875.11
004000	~	As Builts	1.00	Lump Sum	U.S. Dollar	\$8,906.33	\$8,906.33
005000	~	Silt Fence Type III	2,477.00	Linear Feet	U.S. Dollar	\$4.47	\$11,072.19
005000	~	Tree Protection	1,000.00	Linear Feet	U.S. Dollar	\$6.48	\$6,480.00
006000	~	NPDES Permit Compliance	1.00	Lump Sum	U.S. Dollar	\$11,147.73	\$11,147.73
007000	~	Construction Materials Testing	1.00	Lump Sum	U.S. Dollar	\$11,775.61	\$11,775.61
011000	~	Dewater for Pond	2,987.00	Cubic Yard	U.S. Dollar	\$0.79	\$2,359.73
011000	~	Pond Excavation	2,987.00	Cubic Yard	U.S. Dollar	\$4.00	\$11,948.00
012000	~	Strip Topsoil	5,119.00	Cubic Yard	U.S. Dollar	\$3.38	\$17,302.22
012000	~	Bury Topsoil Onsite	5,119.00	Cubic Yard	U.S. Dollar	\$3.02	\$15,459.38
012000	~	Place & Compact Fill	35,130.00	Cubic Yard	U.S. Dollar	\$3.23	\$113,469.90
012000	~	Import Fill Hauled from Borrow Pit	32,143.00	Cubic Yard	U.S. Dollar	\$1.29	\$41,464.47
012000	~	Final Dressout	22,147.00	Square Yard	U.S. Dollar	\$1.17	\$25,911.99
025000	~	Pond Sod	1,314.00	Square Yard	U.S. Dollar	\$4.78	\$6,280.92
							\$320,449.35

# EAST NASSAU STEWARDSHIP DISTRICT

140

DATE OF ISSUA	NCE: August 12, 2022	EFFECTIVE DATE: August 12, 2022
OWNER: CONTRACTOR: Contract:	East Nassau Stewardship District Burnham Construction, Inc. Wildlight – North/South Arterial R	Loadway Phase 1A
Project:	Wildlight - North/South Arterial R	toadway Phase 1A
	ntract No. 19-239-01-025 land – Thims and Miller, Inc.	OWNER's Contract No. N/A
You are directed to r	nake the following changes in the Contra	act Documents:
Description:	Plan Revisions	
Reason for Change	: Revisions to roadway to add bus pad	and storm sewer updates
Attachments: (List	documents supporting change) Burnh	nam Construction, Inc. Change Order dated July 22, 2022
	change order document, the Contractor a with these changes are resolved.	acknowledges that all issues related to Contract Time and Compensation for
CHANGE I	N CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
iginal Contract Price	÷	Original Contract Times:
3,878,275.89		Substantial Completion: 184 days .  Ready for final payment: 210 days .  (days)
t Increase/Decrease No. <u>0</u> to No. <u>1</u>	from previous Change Orders	Net change from previous Change Orders No0 to No1 Substantial Completion:
<u>8 16,587.00</u>		<u>:</u> (days)
ntract Price prior to	this Change Order:	Contract Times prior to this Change Order: Substantial Completion: 184 days .
3,894,862.89		Ready for final payment: 210 days . (days)
t Increase/ <del>Decrease</del>	of this Change Order:	Net Increase this Change Order:
63,647.69		Substantial Completion: 0 .  Ready for final payment: 0 (days)
ntract Price with all	approved Change Orders:	Contract Times with all approved Change Orders:
3,958,510.58		Substantial Completion: 184 days .  Ready for final payment: 210 days .  (days)
RECOMMENI		
By:ENGINEER (Auth	By: OWNER (Auth	By: CONTRACTOR (Authorized Signature)
Date:	Date:	Date:
EJCDC 1910-8-B (	1996 Edition)	by The Associated General Contractors of America and the Construction Specifications Institute.

#### Pay Item & Proposal Register

#### **BURNHAM CONSTRUCTION**

#### NS Arterial CO 3 - Plan Revisions--NS Arterial CO# 3 - Plan Revisions Developer 7.1.22

Division Code	Description	Pay Quantity	UOM	Currency	Unit Price (current)	Total Price (current)
001000	<b>General Conditions</b>	1.00	Lump Sum	U.S. Dollar	\$2,431.53	\$2,431.53
003000	Surveying	1.00	Lump Sum	U.S. Dollar	\$1,621.02	\$1,621.02
004000	As Builts	1.00	Lump Sum	U.S. Dollar	\$1,215.76	\$1,215.76
011000	<b>Dewater for Pumping Down Pond</b>	1.00	Cubic Yard	U.S. Dollar	\$11,764.59	\$11,764.59
015000	Dewater Storm	239.00	Linear Feet	U.S. Dollar	\$13.27	\$3,171.53
015000	Type "C" Inlet	1.00	Each	U.S. Dollar	\$6,197.46	\$6,197.46
015000	Curb Inlet	2.00	Each	U.S. Dollar	\$4,462.87	\$8,925.74
015000	24" Mitered End Section	1.00	Each	U.S. Dollar	\$3,482.93	\$3,482.93
015000	18" RCP	117.00	Linear Feet	U.S. Dollar	\$79.01	\$9,244.17
015000	24" RCP	124.00	Linear Feet	U.S. Dollar	\$103.54	\$12,838.96
024000	Concrete - Bus Pad w/ Sign	300.00	Square Feet	U.S. Dollar	\$9.18	\$2,754.00
						\$63,647.69

## EAST NASSAU STEWARDSHIP DISTRICT

EAST NASSAU STEWARDSHIP DISTRICT FINANCIAL STATEMENTS UNAUDITED JUNE 30, 2022

# EAST NASSAU STEWARDSHIP DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS JUNE 30, 2022

	General Fund	Special Revenue Fund	Debt Service Fund 2018	Debt Service Fund 2021	Capital Projects Fund 2018	Capital Projects Fund 2021	Total Governmental Funds
ASSETS	<b>A 7</b> 0 <b>7</b> 105	•	•	•	•	•	<b>* 7</b> 0 <b>7</b> 40 <b>5</b>
Cash*	\$ 797,465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 797,465
SunTrust debit*	746	-	-	-	-	-	746
Investments Revenue			142,285	9,816			152,101
Reserve	-	-	170,691	•	-	-	•
Prepayment	-	-	89,899	339,250	-	-	509,941 89,899
Construction	-	-	09,099	-	-	5,616,390	5,616,390
Due from FPL 2022	_	2,964	_	_	_	5,610,390	2,964
Due from general fund	_	682.743	_	_	_	_	682,743
Prepaid rent	_	1,167	_	_	_	-	1,167
Utility deposits	_	50	_	_	_	_	50
Total assets	\$ 798,211	\$ 686,924	\$ 402,875	\$ 349,066	\$ -	\$ 5,616,390	\$ 7,853,466
LIABILITIES AND FUND BALANCES Liabilities:    Accounts payable    Accounts payable on-site    Retainage payable    Due to special revenue fund    Due to other    Landowner advance    Total liabilities  DEFERRED INFLOWS OF RESOUR	\$ 5,080 - - 682,743 258 6,500 694,581	\$ - 7,470 - - - - 7,470	\$ - - - - -	\$ - - - - -	\$ - - - - -	\$ - 392,815 - - 392,815	\$ 5,080 7,470 392,815 682,743 258 6,500 1,094,866
Deferred receipts	CES -	2,964	_	_	_	_	2,964
Total deferred inflows of resources		2,964					2,964
Fund balances: Restricted for: Debt service Capital projects Unassigned	103,630	- 676,490	402,875	349,066	- - -	5,223,575	751,941 5,223,575 780,120
Total fund balances	103,630	676,490	402,875	349,066		5,223,575	6,755,636
Total liabilities, deferred inflows of res	ources						
and fund balances	\$ 798,211	\$ 686,924	\$ 402,875	\$ 349,066	\$ -	\$ 5,616,390	\$ 7,853,466

## EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND FOR THE PERIOD ENDED JUNE 30, 2022

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 368	\$ 4,430	\$ 4,391	101%
Assessment levy: off-roll	-	134,305	134,796	100%
Landowner contribution	2,439	7,259	40,000	18%
Lot closing	-	1,466	-	N/A
Total revenues	2,807	147,460	179,187	82%
EXPENDITURES				
Professional & administrative				
District engineer	2,118	6,653	12,000	55%
General counsel	5,070	34,973	50,000	70%
Legal: litigation	-	4,560	40,000	11%
District manager	4,000	36,000	48,000	75%
Audit	-	3,250	5,500	59%
Postage	30	337	500	67%
Printing and binding	84	750	1,000	75%
Insurance - GL, POL	-	11,930	14,000	85%
Legal advertising	-	1,522	6,000	25%
Miscellaneous- bank charges	-	351	500	70%
Meeting room	-	-	500	0%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Property taxes		895		N/A
Total professional & administrative	11,302	101,606	179,090	57%
Other fees & charges				
Property appraiser and tax collector	7	123	137	90%
Total other fees & charges	7	123	137	90%
Total expenditures	11,309	101,729	179,227	57%
Excess/(deficiency) of revenues				
over/(under) expenditures	(8,502)	45,731	(40)	
Fund balances - beginning	112,132	57,899	48,891	
Fund balances - ending	\$103,630	\$ 103,630	\$ 48,851	

## EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES SPECIAL REVENUE FUND FOR THE PERIOD ENDED JUNE 30, 2022

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 20,754	\$ 249,994	\$ 248,560	101%
Assessment levy: off-roll		152,472	189,527	80%
Lot closing	-	37,055	-	N/A
Vehicle charging revenue		9,530		N/A
Total revenues	20,754	449,051	438,087	103%
EXPENDITURES				
Field operations				
Field operations	5,512	22,530	42,199	53%
Administration and accounting	375	3,375	4,500	75%
Office buildout	-	-	50,000	0%
Office lease	1,769	1,769	3,750	47%
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	8,687	95,047	181,817	52%
Lake maintenance	813	7,053	16,732	42%
Pest control	-	-	1,000	0%
Street cleaning	-	-	12,000	0%
Street light lease	2,171	18,813	69,030	27%
Repairs & maintenance	90	1,263	13,676	9%
Electricity	66	273	1,512	18%
Vehicle charging station	1,311	6,634	-	N/A
Irrigation (potable)	947	5,434	36,724	15%
Landscape replacement	-	-	18,182	0%
Parts & supplies	-	-	3,000	0%
Contingency	-	-	250	0%
Insurance	-	-	5,000	0%
Debt service fund accounting: series 2018	625	5,625	7,500	75%
Debt service fund accounting: series 2021	625	5,625	7,500	75%
Arbitrage rebate calculation	-	-	1,000	0%
Dissemination agent	167	1,500	2,000	75%
Trustee (series 2018 bonds)	-	3,709	4,000	93%
Trustee (series 2021 bonds)	-	-	4,000	0%
Total expenditures	23,158	178,650	495,372	36%
Other fees & charges				
Property appraiser and tax collector	415	6,963	7,767	90%
Total other fees & charges	415	6,963	7,767	90%
Total expenditures	23,573	185,613	503,139	37%
Excess/(deficiency) of revenues				
over/(under) expenditures	(2,819)	263,438	(65,052)	
Fund balances - beginning	679,309	413,052	283,275	
Fund balances - ending	\$676,490	\$ 676,490	\$ 218,223	

## EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2018 FOR THE PERIOD ENDED JUNE 30, 2022

DEVENUE O	Current Month	Year To Date	Budget	% of Budget
REVENUES	Ф 00 EZZ	Ф 244.004	<b>6 242 274</b>	4040/
Special assessment: on-roll - net	\$ 28,577	\$ 344,221 208	\$ 342,274	101% 1%
Special assessment: off-roll	20,969	242,791	17,694	N/A
Assessment prepayments Lot closing	20,909	17,486	-	N/A N/A
Interest	- 81	17,480	-	N/A N/A
Total revenues	49,627	604,805	359,968	168%
Total revenues	45,021	004,003	339,900	10070
EXPENDITURES				
Debt service				
Principal	-	85,000	90,000	94%
Principal prepayment	-	210,000	45,000	467%
Interest	<u> </u>	263,288	264,438	100%
Total debt service		558,288	399,438	140%
Other fees & charges				
Property appraiser	_	2,707	3,565	76%
Tax collector	572	6,880	7,131	96%
Total other fees and charges	572	9,587	10,696	90%
Total expenditures	572	567,875	410,134	138%
'			•	•
Excess/(deficiency) of revenues				
over/(under) expenditures	49,055	36,930	(50,166)	
OTHER FINANCING SOURCES/(USES)				
Transfers in	_	2	_	N/A
Total other financing sources		2		N/A
Net change in fund balances	49,055	36,932	(50,166)	
Fund balances - beginning	353,820	365,943	362,034	
Fund balances - ending	\$402,875	\$ 402,875	\$ 311,868	

## EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2021 FOR THE PERIOD ENDED JUNE 30, 2022

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: off-roll	-	464,014	\$ 678,502	68%
Interest	86	104	-	N/A
Total revenues	86	464,118	678,502	68%
EXPENDITURES				
Debt service				
Principal	-	245,000	245,000	100%
Interest	-	433,330	433,330	100%
Cost of issuance	-	12,164	-	N/A
Total debt service		690,494	678,330	102%
Excess/(deficiency) of revenues				
over/(under) expenditures	86	(226,376)	172	
Fund balances - beginning	348,980	575,442	556,515	
Fund balances - ending	\$ 349,066	\$ 349,066	\$ 556,687	

## EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2018 FOR THE PERIOD ENDED JUNE 30, 2022

	Current Month	Year To Date
REVENUES  Total revenues	\$ -	\$ -
EXPENDITURES Total expenditures		<u> </u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
OTHER FINANCING SOURCES/(USES) Transfers out Total other financing sources/(uses)		(2)
Net change in fund balances Fund balances - beginning Fund balances - ending	\$ -	(2) 2

## EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2021 FOR THE PERIOD ENDED JUNE 30, 2022

	Current Month	Year To Date	
REVENUES Interest	\$ 1,658	\$ 2,056	
Total revenues  EXPENDITURES	1,658	2,056	
Construction costs Total expenditures		5,000,396 5,000,396	
Excess/(deficiency) of revenues over/(under) expenditures	1,658	(4,998,340)	
Fund balances - beginning Fund balances - ending	5,221,917 \$ 5,223,575	10,221,915 \$ 5,223,575	

## EAST NASSAU STEWARDSHIP DISTRICT

## DRAFT

1 2 3		UTES OF MEETING U STEWARDSHIP DISTRICT			
4	The Governing Board of the East Nassau Stewardship District held a Regular Meeting of				
5	June 16, 2022 at 10:00 a.m., at the Fe	rnandina Beach Municipal Airport, 700 Airport Road,			
6	Fernandina Beach, Florida 32034.				
7					
8	Present were:				
9					
10	Mike Hahaj	Chair			
11	Jaime Northrup	Vice Chair			
12	Michael Lombardo	Assistant Secretary			
13		,,			
14	Also present were:				
- · 15	race present areas				
16	Craig Wrathell	District Manager			
17	Ernesto Torres	Wrathell, Hunt and Associates, LLC (WHA)			
18	Michelle Rigoni	District Counsel			
19	Zach Brecht	District Engineer			
20	Amy Norsworthy	Field Operations Manager			
21	Amy Norsworthy	ricia Operations Manager			
22					
23	FIRST ORDER OF BUSINESS	Call to Order			
23 24	TINST ONDER OF BOSINESS	can to order			
2 <del>4</del> 25	Mr. Wrathell called the meetin	g to order at 10:10 a.m. The Oath of Office was			
		•			
26	administered to Mr. Michael Lombardo p	rior to the meeting.			
27					
28	SECOND ORDER OF BUSINESS	Roll Call			
29 30	Supervisors Hahai Northrup an	d Lombardo were present, in person. Supervisors			
		a comparate were present, in person. Supervisors			
31	Fancher and Jinks were not present.				
32					
33	THIRD ORDER OF BUSINESS	Chairman's Opening Remarks			
34					
35	Mr. Hahaj thanked everyone for a	ttending. He welcomed Mr. Lombardo and Mr. Jinks to			
36	the Board and highlighted certain agenda	a items.			
37	<u>.</u> .				
38 39	FOURTH ORDER OF BUSINESS	Public Comments (limited to 3 minutes per person)			

41		Ther	e were no public comments.		
42					
43 44 45 46 47 48	FIFT	l ORDE	R OF BUSINESS	Administration of Oath of Office to Newly Appointed Supervisors, Tommy Kinks [Seat 3] and Michael Lombardo [Seat 5] (the following to be provided in separate package)	
48 49		This	item was addressed during the	First Order of Business.	
50		Mr. \	Wrathell provided and briefly ex	cplained the following items:	
51	Α.	Guid	le to Sunshine Amendment and	Code of Ethics for Public Officers and Employees	
52	В.	Men	nbership, Obligations and Resp	onsibilities	
53	C.	Financial Disclosure Forms			
54		ı.	Form 1: Statement of Finance	cial Interest	
55		II.	Form 1X: Amendment to Fo	rm 1, Statement of Financial Interests	
56		III.	Form 1F: Final Statement of	Financial Interests	
57	D.	Form	n 8B: Memorandum of Voting (	Conflict	
58		Mr.	Wrathell reviewed voting conf	ict, recordkeeping, public records requests and gift	
59	disclo	osure p	rotocols to follow when conduc	ting District business.	
60					
61 62 63 64	SIXTI		R OF BUSINESS	Consideration of Wildlight Request for Conveyances of Real Property for Wildlight Phase 1C-2 – Right of Ways, Pond Tracts	
65				ice documents of Real Property for Wildlight Phase	
66		_	•	on Tracts and Related Improvements and supporting	
67			•	hin the Series 2018 Capital Improvement Plan (CIP);	
68		·	_	nt at this time. As the title opinion to ensure there	
69	are n		·	g, she requested approval in substantial form.	
70			-	the District map updated as roadway improvements	
71		•		discussed working with the Developer on building a	
72 73	•			ng system, which will contain all District-constructed as permit tracking, ownership and maintenance	

responsibilities. He is reviewing the program with the Developer and hopes to present a working portal within the next couple of months.

On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, the Wildlight Request for Conveyances of Real Property for Wildlight Phase 1C-2 – Right of Ways, Pond Tracts, in substantial form, and authorization to execute and record the recordable document, subject to review of the title opinion, as outlined by Ms. Rigoni, was approved.

Ms. Rigoni stated updated documents for the Seventh and Eighth Orders of Business were distributed today, under separate cover, to replace the ones in the agenda package.

#### SEVENTH ORDER OF BUSINESS

## Consideration of Sidewalk Access and Maintenance Easement Agreement

Ms. Rigoni presented the Sidewalk Access and Maintenance Easement Agreement and noted the Developer's request for the District to acquire and maintain certain sidewalks. She provided the Board with a copy of the Bill of Sale and Engineer's Certificate pertaining to the acquisition of certain sidewalk improvements and requested approval, in substantial form, until she receives the actual Bill of Sale and Engineer's Certificate.

On MOTION by Ms. Northrup and seconded by Mr. Hahaj, with all in favor, the Sidewalk Access and Maintenance Easement Agreement between Pulte Home Company, LLC and East Nassau Stewardship District, for Curiosity Avenue – North of Wildlight Phase 1C-2, in substantial form subject to receipt of the Engineer's Certificate and the Bill of Sale, and authorization to record upon receipt of both, was approved.

## **EIGHTH ORDER OF BUSINESS**

## Consideration of Drainage Access and Maintenance Easement Agreement

Ms. Rigoni presented a Temporary Drainage, Access and Maintenance Easement Agreement that allows the District to drain into the ponds. The Agreement will be in place until Pulte Home Company, LLC (Pulte) completes construction and will be terminated once the District acquires the ponds.

A Board Member explained that the temporary agreement is necessary because the Developer is considering expanding one of the ponds; the Temporary Agreement is expected to be in place another two years.

On MOTION by Mr. Lombardo and seconded by Mr. Hahaj, with all in favor, the Temporary Drainage, Access and Maintenance Easement Agreement between Pulte Home Company, LLC and East Nassau Stewardship District, for East Nassau – Wildlight PDP 3/POD5, as described by Ms. Rigoni, was approved.

Ms. Rigoni asked to amend the motions for the Seventh and Eighth Orders of Business, as Pulte's Counsel may send additional comments.

On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, amending the motions for the Seventh and Eighth Orders of Business to be approved, in substantial form, was approved.

NINTH ORDER OF BUSINESS

to reflect the items discussed.

Consideration of Resolution 2022-14, Approving Proposed Budgets for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

Mr. Wrathell presented Resolution 2022-14. He reviewed the proposed Fiscal Year 2023 budget, highlighting any line item increases, decreases and adjustments, compared to the Fisal Year 2022 budget, and explained the reasons for any adjustments.

The Board and Staff reviewed and changed several budget line items based on discussions about project delays, office buildout changes affecting cost and increased material costs. Lot closings will cause changes to the off-roll and on-roll assessment categories up until the Fiscal Year 2023 budget is adopted. Mr. Torres and Ms. Norsworthy will update certain expenditure descriptions while adjustments are made to the proposed Fiscal Year 2023 budget

On MOTION by Mr. Hahaj and seconded by Mr. Lombardo, with all in favor, Resolution 2022-14, Approving Proposed Budgets for Fiscal Year 2022/2023, as amended, and Setting a Public Hearing Thereon Pursuant to Florida Law for August 18, 2022 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

The meeting recessed at 11:41 a.m., and reconvened at 11:45 a.m.

### TENTH ORDER OF BUSINESS

Consideration of Resolution 2022-15, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date

Mr. Wrathell presented Resolution 2022-15.

On MOTION by Mr. Hahaj and seconded by Mr. Lombardo, with all in favor, Resolution 2022-15, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date, was adopted.

### **ELEVENTH ORDER OF BUSINESS**

Consideration of DSAP 2 Bond Validation and Financing Team Funding Agreement with Wildlight LLC

Ms. Rigoni presented the DSAP 2 Bond Validation and Financing Team Funding Agreement. The Developer is in the preliminary stages of the next development, The Baker Development "DSAP 2". The terms are similar to the DSAP 1 Agreement. Advance funding from the Developer for issuance of the bonds will be reimbursed out the costs of issuance.

On MOTION by Ms. Northrup and seconded by Mr. Lombardo, with all in favor, the DSAP 2 Bond Validation and Financing Team Funding Agreement between East Nassau Stewardship District and Wildlight LLC, in substantial form, was approved.

192 A. Bond Re  193 I. I  194 II. I  195 III. I  196 IV. I  197 V. I  198 VI. I  199  200 On MO						
193 I.	athell presented the following:					
194 II. I 195 III. I 196 IV. I 197 V. I 198 VI. I 199	Bond Requisitions					
195 III. I 196 IV. I 197 V. I 198 VI. I 199	Number 31: A.J. Johns, Inc. [\$281,3	29.79]				
196 IV. II 197 V. II 198 VI. II 199 200 On MO	Number 32: A.J. Johns, Inc. [\$95,77	9.43]				
197 V. 198 VI. 199 200 On MO	Number 34: A.J. Johns, Inc. [\$209,0	82.74]				
198 <b>VI.</b> 199 200 <b>On MO</b>	Number 35: A.J. Johns, Inc. [\$285,5	69.75]				
199 200 <b>On MO</b>	Number 36: Burnham Construction	, Inc. [\$197,747.22]				
200 <b>On MO</b>	Number 37: Burnham Construction	, Inc. [\$53,248.82]				
202	TION by Mr. Lombardo and secon equisition Numbers 31 and 32 and 3	ided by Mr. Hahaj, with all in favor, 34 through 37, were ratified.				
<ul><li>203</li><li>204 B. Agreem</li></ul>	nents					
205 I. A	Agreement with FPL for Installation	on or Modification of Lighting Facilities at				
206	Street Lights Crosstown Ave Part 1					
207 II. A	Agreement with FPL for Installation	on or Modification of Lighting Facilities at				
208 <b>N</b>	Wildlight Ave Extension					
209						
	TION by Ms. Northrup and secondenents with Florida Power & Light, as	ed by Mr. Hahaj, with all in favor, the slisted, were ratified.				
215 216	RDER OF BUSINESS	Consideration of Requisition Number 33: Kutak Rock LLP [\$348.00]				
<ul><li>217 Mr. Wra</li><li>218</li></ul>	athell presented Requisition Numbe	r 33.				
	tion Number 33, payable to Kutak	ed by Ms. Northrup, with all in favor, Rock LLP, in the amount of \$348.00,				

257

258259260

261

SIXTEENTH ORDER OF BUSINESS

224 225 226 227	FOURTEENTH ORDER OF BUSINESS  Consideration of Amendment No. 1 to Electric Vehicle Charging Equipmen Agreement with Florida Power & Light
228	Ms. Rigoni presented Amendment No. 1 to the Electric Vehicle Charging Equipmen
229	Agreement with Florida Power & Light (FPL). Sections related to Payment of Electricity and
230	Charge for Use of Equipment were changed and now reflect that FPL will charge the end use
231	directly for electricity costs instead of the District.
232	
233 234 235 236	On MOTION by Mr. Lombardo and seconded by Ms. Northrup, with all in favor, Amendment No. 1 to the Electric Vehicle Charging Equipment Agreement with Florida Power & Light, was approved.
<ul><li>237</li><li>238</li><li>239</li></ul>	FIFTEENTH ORDER OF BUSINESS Consideration of Office Lease Agreement
240	Ms. Rigoni presented the Lease Agreement, which is solely for the permanent office
241	space now being constructed. She worked with the Chair and the Landlord's Counsel on the
242	Agreement but it is still subject to the Landlord's review. She suggested approval in substantia
243	form while certain terms of the Agreement related to protecting the District are refined.
244	Once the lease is executed, Mr. Wrathell and Mr. Torres will work on the following:
245	Paying the \$3,000 security deposit.
246	Obtaining property insurance and naming the Landlord as an additional insured.
247	> Set up a process whereby lease payments are made in advance of the due date to
248	prevent activating the late fee penalty provision.
249	
250 251 252 253 254 255	On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, the Lease Agreement between SS Nassau, LLC and East Nassau Stewardship District, in substantial form, and authorizing Ms. Rigoni to work with the Chair to finalize the Agreement and authorizing the Chair or Vice Chair to execute the final version, was approved.
256	

Mr. Wrathell presented the Cost Share Agreement for the Office Space Commercial Lease. The District will submit the payments and each association will reimburse the District. As

**Consideration of Cost Share Agreement for** 

**Office Space Commercial Lease** 

CCMC is not part of the Agreement, the proportionate share amount is one-third. Ms. Rigoni suggested approval, in substantial, as Counsel for the Association must review the Agreement.

On MOTION by Mr. Lombardo and seconded by Mr. Hahaj, with all in favor, the Cost Share Agreement for Office Space Commercial Lease between East Nassau Stewardship District, Wildlight Residential Association, Inc., and Wildlight Commercial Association, Inc., as amended and in substantial form, authorizing District Counsel to work with the Chair to finalize the Agreement and authorizing the Chair or Vice Chair to execute the final version, was approved.

## SEVENTEENTH ORDER OF BUSINESS

Discussion/Consideration of Stormwater Needs Analysis Report.

Mr. Brecht explained the purpose of the Report and discussed portions of the Storm Water Management Plan that will be attached to the Report. He distributed the State formatted Report and a District map and suggested approval, in substantial form, to make minor changes and so District Management can complete the accounting portion of the Report.

On MOTION by Mr. Lombardo and seconded by Ms. Northrup, with all in favor, the 20-Year Stormwater Management Needs Analysis Report, in substantial form, was approved.

### EIGHTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of April 30, 2022

Mr. Wrathell presented the Unaudited Financial Statements as of April 30, 2022. Regarding the status of a previous request involving A.J. Johns, Inc., Mr. Wrathell stated he will remind the Accounting Department to make a format change to the Balance Sheet.

On MOTION by Ms. Northrup and seconded by Mr. Hahaj, with all in favor, the Unaudited Financial Statements as of April 30, 2022, subject to the format change, were accepted.

## **NINETEENTH ORDER OF BUSINESS**

Approval of May 19, 2022 Regular Meeting Minutes

301		Mr. Wrathell presented the May 19, 2022	Regular Meeting Minutes.
302		,	
303 304 305		On MOTION by Mr. Lombardo and secon May 19, 2022 Regular Meeting Minutes,	-
305 306 307 308	TWEN	NTIETH ORDER OF BUSINESS	Staff Reports
309	A.	District Counsel: Kutak Rock, LLP	
310		There was no report.	
311	В.	District Engineer: England-Thims & Mille	er, Inc.
312		There was no report.	
313	C.	Field Operations: CCMC	
314		Ms. Norsworthy reported that Mr. Roger	Kents, the new Maintenance Manager, started
315	on Ju	ne 9, 2022	
316	D.	District Manager: Wrathell, Hunt and As	sociates, LLC
317		I Registered Voters in District a	as of April 15, 2022
318		The Supervisors of Elections Report will be	e emailed to the Board upon receipt.
319		II. NEXT MEETING DATE: July 21, 20	22 at 10:00 A.M.
320		<ul> <li>QUORUM CHECK</li> </ul>	
321		The next meeting will be held on July 21,	2022, unless cancelled.
322			
323	TWE	NTY-FIRST ORDER OF BUSINESS	<b>Board Members' Comments/Requests</b>
324 325		Ms. Northrup stated she would not be pre	esent at the July meeting.
326			
327	TWE	NTY-SECOND ORDER OF BUSINESS	Public Comments
328 329		There were no public comments.	
330			
331	TWEN	NTY-THIRD ORDER OF BUSINESS	Adjournment
332			•
333			, , , , , , , , , , , , , , , , , , ,
334 335		On MOTION by Mr. Hahaj and seconded meeting adjourned at 12:09 p.m.	by Mr. Lombardo, with all in favor, the
		p	

336			
337			
338			
339			
340			
341	Secretary/Assistant Secretary	Chair/Vice Chair	

**DRAFT** 

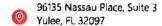
**EAST NASSAU STEWARDSHIP DISTRICT** 

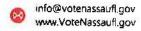
**JUNE 16, 2022** 

# EAST NASSAU STEWARDSHIP DISTRICT









April 15, 2022

Ms. Daphne Gilyard Director of Administrative Services Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, FL 33431

RE: East Nassau Stewardship District

Dear Ms. Gilyard,

In accordance with FS 190.006, we are providing you with the following information that as of April 15, 2022, there are 406 registered voters within East Nassau Stewardship Community Development District's boundaries.

Should you have questions, please do not hesitate to contact us.

Sincerely,

Janet H. Adkins

Nassau County Supervisor of Elections

part Ed. all:

Para solicitar este documento en español, llame a nuestra oficina al 904.491.7500

# EAST NASSAU STEWARDSHIP DISTRICT

## **EAST NASSAU STEWARDSHIP DISTRICT**

## **BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE**

## LOCATION

Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2021 CANCELED	Regular Meeting	10:00 AM
November 18, 2021	Regular Meeting	10:00 AM
December 16, 2021 CANCELED	Regular Meeting	10:00 AM
January 20, 2022 CANCELED	Regular Meeting	10:00 AM
February 17, 2022	Regular Meeting	10:00 AM
March 17, 2022 CANCELED	Regular Meeting	10:00 AM
April 21, 2022 CANCELED	Regular Meeting	10:00 AM
May 19, 2022	Regular Meeting	10:00 AM
June 16, 2022	Regular Meeting	10:00 AM
July 21, 2022 CANCELED NO QUORUM	Regular Meeting	10:00 AM
August 18, 2022	Public Hearing & Regular Meeting	10:00 AM
September 15, 2022	Regular Meeting	10:00 AM