

**EAST NASSAU
STEWARDSHIP
DISTRICT**

April 18, 2024

GOVERNING BOARD

**REGULAR MEETING
AGENDA**

**EAST NASSAU
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

East Nassau Stewardship District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

April 11, 2024

Board of Supervisors
East Nassau Stewardship District

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

Dear Board Members:

The Board of Supervisors of the East Nassau Stewardship District will hold a Regular Meeting on April 18, 2024 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Chairman's Opening Remarks
4. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of February 29, 2024
 - B. Approval of March 21, 2024 Regular Meeting Minutes
5. Consideration of Reserve Study Proposals
6. Consideration of The Greenery of North Florida, Inc. Second Amendment to Landscape and Irrigation Maintenance Agreement
7. Consideration of Resolution 2024-24, Authorizing the Disbursement of Funds for Payment of Certain Continuing Expenses and Non-Continuing Expenses Without Prior Approval of the Board of Supervisors; Authorizing Emergency Expenses; Providing for Ratification of Such Expenses; and Providing for Severability and an Effective Date
8. Consideration of England-Thims & Miller, Work Authorization No. 6 for Traffic Calming Analysis
9. Consideration of Wildlight Residential Association's Request for Acquisition of Coin Toss Pond, Mobility Trail & Trail Easement located within POD 4N
10. Consideration of Vallencourt Construction Co. Inc. Crosswalk Proposal [Floco Ave. at Slash Pine Place]

- 11. Consideration of PDP 4, Series 2024 Project Items:
 - A. Acquisition Agreement by and between the District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Garden District Phase 1]
 - B. Assignment of Chester Road Widening Project Construction Agreement with Vallencourt Construction
 - C. Temporary Construction Easement for Chester Road Widening Project

12. Public Comments *(limited to 3 minutes per person)*

13. Development Update/Staff Reports

- A. Developer
- B. District Counsel: *Kutak Rock LLP*
- C. District Engineer: *England-Thims & Miller, Inc.*
- D. Field Operations: *CCMC*
- E. District Manager: *Wrathell, Hunt and Associates, LLC*

- I. 977 Registered Voters in District as of April 15, 2024
- II. NEXT MEETING DATE: May 16, 2024 at 10:00 AM

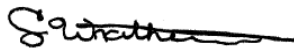
○ QUORUM CHECK

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

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

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

Sincerely,



Craig Wrathell
 District Manager

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

**EAST NASSAU
STEWARDSHIP DISTRICT**

**CONSENT
AGENDA**

**EAST NASSAU
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**EAST NASSAU STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 29, 2024**

**EAST NASSAU STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 29, 2024**

	General Fund	Special Revenue Fund DSAP #1	Special Revenue Fund DSAP #2	Special Revenue Fund Commerce Park	Debt Service Fund 2018	Debt Service Fund 2021	Debt Service Fund DSAP #2	Capital Projects Fund 2018	Capital Projects Fund 2021	Total Governmental Funds
ASSETS										
Cash	\$ 1,209,974	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,209,974
SunTrust debit	310	-	-	-	-	-	-	-	-	310
Investments										
Revenue	-	-	-	-	335,804	374,473	-	-	-	710,277
Reserve	-	-	-	-	160,225	337,200	-	-	-	497,425
Prepayment	-	-	-	-	19,459	221,222	-	-	-	240,681
Construction	-	-	-	-	-	-	-	2,108	35,138	37,246
Construction reserve: Wildlight Ave*	-	-	-	-	-	-	-	-	385,876	385,876
Sinking	-	-	-	-	-	96	-	-	-	96
Due from FPL 2022	-	1,813	-	-	-	-	-	-	-	1,813
Due from Wildlight LLC	-	91,673	-	20,666	-	78,762	28,136	-	-	219,237
Due from Wildlight Residential	8,295	-	-	-	-	-	-	-	-	8,295
Due from Wildlight Commercial	8,295	-	-	-	-	-	-	-	-	8,295
Due from general fund	-	1,388,991	-	191,696	-	-	-	-	11,689	1,592,376
Due from special revenue fund	338,641	-	-	-	-	-	-	-	-	338,641
Due from debt service fund DSAP	28,136	-	-	-	-	-	-	-	-	28,136
Security deposit	3,000	-	-	-	-	-	-	-	-	3,000
Total assets	\$ 1,596,651	\$ 1,482,477	\$ -	\$ 212,362	\$ 515,488	\$ 1,011,753	\$ 28,136	\$ 2,108	\$ 432,703	\$ 5,281,678
LIABILITIES AND FUND BALANCES										
Liabilities:										
Accounts payable on-site	\$ -	\$ 17,819	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,819
Contracts payable	-	-	-	-	-	-	-	-	107,957	107,957
Due to general fund	-	338,642	-	-	-	-	28,136	-	-	366,778
Due to Wildlight LLC	-	-	-	-	-	-	28,136	-	-	28,136
Due to special revenue fund - Commerce Park	191,696	-	-	-	-	-	-	-	-	191,696
Due to other	1,388,991	-	-	-	-	-	-	-	-	1,388,991
Landowner advance	6,500	-	-	-	-	-	-	-	-	6,500
Total liabilities	1,587,187	356,461	-	-	-	-	56,272	-	107,957	2,107,877
DEFERRED INFLOWS OF RESOURCES										
Deferred receipts	16,589	93,486	-	20,666	-	78,762	-	-	-	209,503
Total deferred inflows of resources	16,589	93,486	-	20,666	-	78,762	-	-	-	209,503
Fund balances:										
Restricted for:										
Debt service	-	-	-	-	515,488	932,991	(28,136)	-	-	1,420,343
Capital projects	-	-	-	-	-	-	-	2,108	324,746	326,854
Unassigned	(7,125)	1,032,530	-	191,696	-	-	-	-	-	1,217,101
Total fund balances	(7,125)	1,032,530	-	191,696	515,488	932,991	(28,136)	2,108	324,746	2,964,298
Total liabilities, deferred inflows of resources and fund balances	\$ 1,596,651	\$ 1,482,477	\$ -	\$ 212,362	\$ 515,488	\$ 1,011,753	\$ 28,136	\$ 2,108	\$ 432,703	\$ 5,281,678

*Construction Reserve for Wildlight Ave obligations

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 750	\$ 18,688	\$ 20,565	91%
Assessment levy: off-roll	-	19,413	214,271	9%
Lot closing	-	5,977	-	N/A
Lease reimbursements	7,930	7,930	34,343	23%
Total revenues	<u>8,680</u>	<u>52,008</u>	<u>269,179</u>	19%
EXPENDITURES				
Professional & administrative				
District engineer	1,283	5,827	12,000	49%
General counsel	-	18,296	50,000	37%
UF environmental	-	-	40,000	0%
District manager	4,000	20,000	48,000	42%
Audit	-	-	7,000	0%
Postage	387	387	500	77%
Printing and binding	83	417	1,000	42%
Insurance - GL, POL	2,409	17,481	14,000	125%
Legal advertising	791	12,345	6,500	190%
Miscellaneous - bank charges	49	133	1,000	13%
Office lease	3,475	17,375	43,003	40%
Office utilities	1,100	2,748	6,000	46%
Office supplies	216	216	2,563	8%
Meeting room	-	-	500	0%
Website				
Hosting & maintenance	-	753	705	107%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Property taxes	-	-	900	0%
Evolution Turfman	-	12,989	-	N/A
Total professional & administrative	<u>13,793</u>	<u>109,352</u>	<u>234,056</u>	47%
Other fees & charges				
Property appraiser and tax collector	15	373	642	58%
Total other fees & charges	<u>15</u>	<u>373</u>	<u>642</u>	58%
Total expenditures	<u>13,808</u>	<u>109,725</u>	<u>234,698</u>	47%
Excess/(deficiency) of revenues over/(under) expenditures	(5,128)	(57,717)	34,481	
Fund balances - beginning	(1,997)	50,592	105,121	
Fund balances - ending				
Assigned:				
3 months working capital	69,175	69,175	69,175	
Unassigned	(76,300)	(76,300)	70,427	
Fund balances - ending	<u>\$ (7,125)</u>	<u>\$ (7,125)</u>	<u>\$ 139,602</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #1: WILDLIGHT
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 21,996	\$ 548,165	\$ 599,466	91%
Assessment levy: off-roll	-	-	324,290	0%
Total revenues	<u>21,996</u>	<u>548,165</u>	<u>923,756</u>	59%
EXPENDITURES				
Field operations				
Field operations	7,612	27,152	116,893	23%
Administration and accounting	833	4,167	10,000	42%
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	142,024	278,596	694,064	40%
Lake maintenance	1,950	4,875	19,108	26%
Pest control	-	-	1,000	0%
Street cleaning	-	-	12,000	0%
Street light lease	6,337	25,244	111,150	23%
Repairs & maintenance	3,554	6,126	25,000	25%
Electricity	82	394	984	40%
Irrigation (potable)	-	1,476	41,169	4%
Landscape replacement	-	-	69,406	0%
Parts & supplies	-	68	3,000	2%
Contingency	-	-	250	0%
Insurance	-	-	5,000	0%
Debt service fund accounting: series 2018	625	3,125	7,500	42%
Debt service fund accounting: series 2021	625	3,125	7,500	42%
Arbitrage rebate calculation	-	500	1,000	50%
Dissemination agent	167	833	2,000	42%
Trustee (series 2018 bonds)	-	4,246	4,000	106%
Trustee (series 2021 bonds)	-	-	4,000	0%
Total field operations	<u>163,809</u>	<u>359,927</u>	<u>1,145,024</u>	31%
Other fees & charges				
Property appraiser and tax collector	440	10,963	18,733	59%
Total other fees & charges	<u>440</u>	<u>10,963</u>	<u>18,733</u>	59%
Total expenditures	<u>164,249</u>	<u>370,890</u>	<u>1,163,757</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	(142,253)	177,275	(240,001)	
Fund balances - beginning	1,174,783	855,255	624,494	
Assigned:				
3 months working capital	294,689	294,689	294,689	
Disaster recovery	75,000	75,000	75,000	
Unassigned	662,841	662,841	14,804	
Fund balances - ending	<u>\$ 1,032,530</u>	<u>\$ 1,032,530</u>	<u>\$ 384,493</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #2
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

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

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - COMMERCE PARK
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 2,349	\$ 58,553	\$ 64,434	91%
Assessment levy: off-roll	-	-	101,269	0%
Lot closing	-	92,981	-	N/A
Total revenues	<u>2,349</u>	<u>151,534</u>	<u>165,703</u>	91%
EXPENDITURES				
Field operations				
Field operations	-	-	17,018	0%
Administration and accounting	-	-	250	0%
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	-	-	74,024	0%
Lake maintenance	-	-	8,522	0%
Pest control	-	-	500	0%
Street cleaning	-	-	4,200	0%
Street light lease	-	-	17,160	0%
Repairs & maintenance	-	-	5,000	0%
Electricity	-	-	1,800	0%
Irrigation (potable)	-	-	11,058	0%
Landscape replacement	-	-	7,402	0%
Parts & supplies	-	-	1,500	0%
Contingency	-	-	250	0%
Insurance	-	-	5,000	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>163,684</u>	0%
Other fees & charges				
Property appraiser and tax collector	47	1,171	2,014	58%
Total other fees & charges	<u>47</u>	<u>1,171</u>	<u>2,014</u>	58%
Total expenditures	<u>47</u>	<u>1,171</u>	<u>165,698</u>	1%
Excess/(deficiency) of revenues over/(under) expenditures	2,302	150,363	5	
Fund balances - beginning	189,394	41,333	4	
Fund balances - ending	<u>\$ 191,696</u>	<u>\$ 191,696</u>	<u>\$ 9</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll - net	\$ 12,048	\$ 300,245	\$ 340,148	88%
Assessment prepayments	-	77,835	-	N/A
Interest	1,286	6,131	-	N/A
Total revenues	<u>13,334</u>	<u>384,211</u>	<u>340,148</u>	113%
EXPENDITURES				
Debt service				
Principal	-	30,000	90,000	33%
Principal prepayment	60,000	60,000	-	N/A
Interest	770	117,713	234,149	50%
Total debt service	<u>60,770</u>	<u>207,713</u>	<u>324,149</u>	64%
Other fees & charges				
Property appraiser	-	-	3,543	0%
Tax collector	241	6,005	7,086	85%
Total other fees and charges	<u>241</u>	<u>6,005</u>	<u>10,629</u>	56%
Total expenditures	<u>61,011</u>	<u>213,718</u>	<u>334,778</u>	64%
Excess/(deficiency) of revenues over/(under) expenditures	(47,677)	170,493	5,370	
Fund balances - beginning	<u>563,165</u>	<u>344,995</u>	<u>287,568</u>	
Fund balances - ending	<u>\$ 515,488</u>	<u>\$ 515,488</u>	<u>\$ 292,938</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll - net	\$ 12,848	\$ 320,178	\$ 351,047	91%
Special assessment: off-roll	10,848	10,848	337,780	3%
Interest	3,714	15,535	-	N/A
Total revenues	<u>27,410</u>	<u>346,561</u>	<u>688,827</u>	50%
EXPENDITURES				
Debt service				
Principal	-	-	260,000	0%
Interest	-	208,942	419,730	50%
Total debt service	<u>-</u>	<u>208,942</u>	<u>679,730</u>	31%
OTHER FINANCING SOURCES/(USES)				
Property appraiser	-	-	3,657	0%
Tax collector	257	6,404	7,313	88%
Total other financing sources/(uses)	<u>257</u>	<u>6,404</u>	<u>10,970</u>	58%
Total expenditures	<u>257</u>	<u>215,346</u>	<u>690,700</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	27,153	131,215	(1,873)	
Fund balances - beginning	905,838	801,776	556,569	
Fund balances - ending	<u>\$ 932,991</u>	<u>\$ 932,991</u>	<u>\$ 554,696</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - DETAILED SPECIFIC AREA PLAN #2
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>-</u>	<u>25,336</u>
Total debt service	<u>-</u>	<u>25,336</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 -	 (25,336)
 Fund balances - beginning	 <u>(28,136)</u>	 <u>(2,800)</u>
Fund balances - ending	<u>\$ (28,136)</u>	<u>\$ (28,136)</u>

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 336	\$ 2,108
Total revenues	336	2,108
 EXPENDITURES		
Total expenditures	-	-
	-	-
 Excess/(deficiency) of revenues over/(under) expenditures	336	2,108
 Fund balances - beginning	1,772	-
Fund balances - ending	\$ 2,108	\$ 2,108

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ 364,752	\$ 607,061
Special assessment: off-roll	-	-
Assessment Prepayments	-	-
Miscellaneous revenue	95,192	95,192
Interest	2,465	12,882
Total revenues	462,409	715,135
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	462,409	715,135
Fund balances - beginning	(137,663)	(390,389)
Fund balances - ending	\$ 324,746	\$ 324,746

**EAST NASSAU
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
EAST NASSAU STEWARDSHIP DISTRICT**

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The Board of Supervisors of the East Nassau Stewardship District held a Regular Meeting on March 21, 2024 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

Present were:

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

Also present:

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

FIRST ORDER OF BUSINESS

Call to Order

Mr. Torres called the meeting to order at 10:03 a.m.

SECOND ORDER OF BUSINESS

Roll Call

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

THIRD ORDER OF BUSINESS

Chairman’s Opening Remarks

Mr. Hahaj stated that today’s agenda is light, as the bond documents are not in the agenda, as anticipated. He thanked everyone for attending.

FOURTH ORDER OF BUSINESS

Consent Agenda

Mr. Torres presented the following:

- A. Acceptance of Unaudited Financial Statements as of January 31, 2024**
- B. Approval of February 15, 2024 Regular Meeting Minutes**

42 C. Ratification Items

43 I. Chester Road Widening Maintenance Letter

44 II. Final Acquisition Package for Whistling Duck Pond FPL Easement and Common
45 Areas (Wildlight PDP 3 Pod 4 North Landscape, Recreation Pond, FPL Easement
46 with Mobility Trail, and Future ROW Tract with Reverter)

47 III. Final Acquisition Package for Conservation Land and Mobility Trail
48 Improvements (Phases 1c-1, 1c-West, 1c-2, and PDP 3, Pod 4 and Pod 5)

49

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

53

54

55 FIFTH ORDER OF BUSINESS

55 Consideration of Acquisition of Additional
56 Roadway, Landscape, Open Space, Pond
57 Tracts [and related Improvements] within
58 Phase 1c-West, Wildlight PDP 3, Pod 4
59 North and Pod 5
60

61 Ms. Rigoni stated that this item is being presented in a continued effort to clean up
62 some of the property ownership and to receive some of the interest paid for the District's
63 Capital Improvement Plan (CIP) portion, which is now completed.

64 In response to Mr. Jinks' comments about the map and, upon further review, Ms. Rigoni
65 suggested approval for a supplement acquisition to acquire improvements that should have
66 been included in a prior, previously completed acquisition. Mr. Brecht stated that the
67 improvements consist of entry signs at Crosstown and at the tower in the median, which is in a
68 roadway easement that should have been conveyed when the acquisition for the State Road
69 200 trail tracts was presented.

70 Ms. Rigoni asked Mr. Brecht if there is any potential to receive reimbursement from
71 future bond proceeds or if these improvements are considered carryovers from the prior
72 phases included as part of the Wildlight Phase 3 CIP. Mr. Brecht stated his belief that a portion
73 might be eligible for reimbursement.

74 The Board agreed with Ms. Rigoni's suggestion to set a not-to-exceed \$2 million
75 acquisition amount, until the reimbursement figure can be confirmed.

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On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, authorizing the acquisition of improvements, in a not-to-exceed amount of \$2 million, subject to verification from the District Engineer, was approved.

On MOTION by Mr. Hord and seconded by Mr. Jinks, with all in favor, authorizing supplemental clean-up of the prior acquisition with respect to the previously completed acquisition of the Tower improvements, was approved.

SIXTH ORDER OF BUSINESS **Consideration of Acquisition of Landscape Tracts, Open Space Tracts, Pond Tracts and Roadway within Commerce Park**

Ms. Rigoni stated that this is a request to acquire the Commerce Park Area improvements at no cost, pursuant to the Acquisition Agreement the Board entertained last year.

Mr. Jinks reviewed the checklist, confirming the description of the improvements.

On MOTION by Ms. Northrup and seconded by Mr. Hord with all in favor, authorizing the acquisition of Landscape Tracts, Open Space Tracts, Pond Tracts and Roadway improvements within Commerce Park, at no cost, was approved.

SEVENTH ORDER OF BUSINESS **Update: Financing**

Mr. Hahaj reported the following:

- A. PDP4**
- B. Village Phase 3**
 - The Financing Team is meeting bi-weekly via telephone.
 - Staff is preparing the additional Supplemental Engineer’s Report, Methodology Report, and Offering Memorandum, in draft form, with a goal to include them on the next agenda.

Asked about the timeline for issuing bonds, Mr. Hahaj stated he must confirm the timing but he expects it to be April or May.

EIGHTH ORDER OF BUSINESS **Consideration of Resolution 2024-21, Adopting Policies Governing Use of District Ponds and Providing for Severability and Effective Date**

116 Mr. Hahaj expressed his satisfaction with the Policy. He asked if the wording related to
117 “non-motorized or non-combustible boats” covers electric watercrafts. Ms. Rigoni stated that
118 the language used in the Policy is statutory and it should capture the electric watercrafts.

119 Ms. Brown asked for the District insurance carrier to have final review to ensure nothing
120 is missed. She asked if CCMC Staff can proceed with posting signage on site. Mr. Hahaj replied
121 affirmatively and stated that the Policy is for the Whistling Duck Pond; the only recreational
122 pond in the District.

123 Discussion ensued regarding if establishing a similar policy for other locations is needed,
124 observing fishing at the pond by the Wildlight office and the ability of the Commercial
125 Association to enforce a policy.

126 The Board decided this type of policy will be established on a case-by-case basis.
127

**On MOTION by Mr. Hord and seconded by Mr. Hahaj with all in favor,
Resolution 2024-21, Adopting Policies Governing Use of District Ponds and
Providing for Severability and Effective Date, subject to final review of the
District Insurance Carrier, was adopted.**

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133
134 **NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-22,
Adopting a Policy Governing Posting of
Signage on District Property and Providing
for Severability and Effective Date**

**On MOTION by Mr. Hahaj and seconded by Mr. Hord with all in favor,
Resolution 2024-22, Adopting a Policy Governing Posting of Signage on District
Property and Providing for Severability and Effective Date, was adopted.**

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144 **TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-23,
Adopting Policies Governing Use of District
Trails and Providing for Severability and
Effective Date**

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149 Ms. Rigoni stated that she made minor modifications to the Policies already put in place
150 when the Developer owned the trails; the Policies are now specific to the District.

151 Mr. Hahaj asked for the Developer and Staff to work on identifying the trails in order to
152 establish golf cart policies in the future. For consistency purposes, a request was made for the
153 District to work with the Association Board in reviewing and updating its website.

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On MOTION by Mr. Hahaj and seconded by Mr. Jinks with all in favor, Resolution 2024-23, Adopting Policies Governing Use of District Trails and Providing for Severability and Effective Date, was adopted.

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ELEVENTH ORDER OF BUSINESS

Consideration of Proposals for Speed Hump Installation

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Mr. Torres distributed materials and a map depicting the current and three proposed speed hump locations. Of the three proposals in the agenda, Mr. Haskett recommended Item #1 on the Everline Coatings and Services proposal.

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Discussion ensued regarding if this is a budgeted expense and if data on the effectiveness of speed humps is available.

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As speed humps are a type of traffic control and statutorily the County has traffic control jurisdiction on public roadways, Ms. Rigoni asked Mr. Haskett confirm with the County that the District has permission to install the speed humps. Mr. Haskett stated he is already working on it.

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Asked if the speed humps were originally intended to be temporary, just during construction, Mr. Hahaj stated they were installed temporarily for construction purposes and due to complaints from Forest Park residents of vehicles cutting through the District since the school opened.

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Discussion ensued regarding implementing guidelines to address future requests after construction concludes, whether the speed humps are to be temporary or permanent, determining whether a traffic study is needed and, in necessary, informing residents that the speed humps were installed temporarily and will be relocated, as needed.

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Ms. Rigoni stated that she expects to finalize the Traffic Enforcement Agreement with the County soon; once executed, the Sherriff's Office will help the District address traffic violations.

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On MOTION by Mr. Jinks and seconded by Mr. Hord with all in favor, the EverLine Coatings and Services proposal dated January 29, 2024, Item #1 for Speed Hump Installation, in a not-to-exceed amount of \$4,026, subject to County approval, was approved.

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190 TWELFTH ORDER OF BUSINESS

Update: Non-Exclusive Grant Easement

191
192 Ms. Rigoni stated that the Developer agreed to grant Wawa an easement as part of the
193 Development Agreement, related to land on District property. At Jim’s request, she reviewed a
194 proposed form to secure an easement with JEA based on prior negotiated forms the District has
195 with JEA. JEA is reviewing the document, which will be executed by the Chair due to time
196 sensitivity and presented for ratification at a future meeting.

197 Ms. Brown discussed a change to the entrance monument such that the District might
198 want the insurance company to insure the monument.

199

200 THIRTEENTH ORDER OF BUSINESS

Public Comments (limited to 3 minutes per person)

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202
203 There were no public comments.

204

205 FOURTEENTH ORDER OF BUSINESS

Development Update/Staff Reports

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207 A. Developer

208 Ms. Brown discussed the four-hour ethics training requirement for Board Members. Mr.
209 Torres will email the Kutak Rock Memorandum that includes links to some training courses and
210 the instructions for reporting completion of the requirement when filing Form 1 in 2025.

211 As the Fiscal Year 2025 Budget season is underway, Ms. Brown suggested appointing
212 someone to have viewing access to the District’s operating account to help with the budget
213 process.

214
215 **On MOTION by Mr. Hahaj and seconded by Mr. Hord with all in favor, granting**
216 **Ms. Brown viewing access to the District’s operating account for the purposes**
217 **of budgeting, was approved.**

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219
220 Ms. Brown asked for the Reserve Study proposals to be part of the next agenda.

221 B. District Counsel: Kutak Rock LLP

222 Ms. Rigoni stated that she will follow up with the Assistant County Attorney regarding
223 the Amendment to the Interlocal Agreement for the landscape enhancement maintenance. She
224 is working on Amending the Interlocal Agreement to include new acquisition areas in the
225 future.

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

227 Mr. Brecht stated he is reviewing Jeff’s recommendation about repairing the dock by
228 the YMCA to determine the best long-term repair, as there is a lot of erosion under the dock.
229 He expects final approval from the County to widen Chester Road.

230 D. Field Operations: CCMC

231 The Monthly Operations Report was included for informational purposes.

232 Mr. Haskett asked if the Board wants to proceed with lighting along the boardwalk and
233 trails since policy states that the trails will only be open from dawn to dusk. Mr. Hahaj replied
234 affirmatively; he wants lighting to be installed to avoid potential accidents. Proposals will be
235 presented at the next meeting.

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

- 237 • NEXT MEETING DATE: April 18, 2024 at 10:00 AM
- 238 ○ QUORUM CHECK

239 All Supervisors confirmed their attendance at the April 18, 2024 meeting.

240

241 FIFTEENTH ORDER OF BUSINESS Board Members’ Comments/Requests

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243 There were no Board Members’ Comments/Requests.

244

245 SIXTEENTH ORDER OF BUSINESS Public Comments

246

247 No members of the public spoke.

248

249 SEVENTEENTH ORDER OF BUSINESS Adjournment

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252 On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, the
253 meeting adjourned at 10:54 a.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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266 _____
Secretary/Assistant Secretary

Chair/Vice Chair

**EAST NASSAU
STEWARDSHIP DISTRICT**

5

wildlight

57 Homegrown Way Suite 303
Wildlight, FL 32097

Date: April 9, 2024
To: ENSD Board of Supervisors
From: Todd Haskett, Field Operations Manager
Re: Reserve Study Proposals

Following our discussion during the February 2024 ENDS meeting, I reached out to three reserve study firms to solicit proposals. The aim of these studies is to facilitate the district's preparation for future replacements of district-owned assets, including boardwalks, roadways, sidewalks, signage, stormwater infrastructure, and amenities. Below are the proposals received for your review:

- Community Advisors, LLC: \$4,200.00
- Reserve Advisors: \$5,300.00
- Association Reserves: \$8,480.00

After examining the proposal, it seems that each firm has accurately captured the scope of work within their quoted prices, and they all possess relevant experience working with districts.

I look forward to discussing the proposals further and answering any questions you may have.

Respectfully submitted,

Todd Haskett, CMCA, AMS, PCAM
Wildlight



community
advisors, LLC

Reserve Study Professionals





March 30, 2024

East Nassau Stewardship District
C/o Mr. Todd Haskett, Community Manager
57 Homegrown Way #303
Wildlight, Florida 32097

Re: Level I Reserve Study for ENSD

Dear Mr. Haskett:

Thank you for the opportunity to submit a New Reserve Study with Site Visit proposal for this District. We have worked with many Districts providing accurate funding plans for future component replacement. Principle Charles Sheppard served as a District Supervisor therefore has valuable experience with both finances and operating procedures that are specific to Community Development Districts.

All work is completed or supervised by Reserve Analyst who have been awarded professional certifications of Certified Construction Inspector (CCI), Professional Reserve Analyst (PRA) and Reserve Specialist (RS) signifying broad experience with successful results. Your reserve study is completed following guidelines for Reserve Studies established by the Association of Professional Reserve Analysts (APRA) and the Community Associations Institute (CAI).

Best Regards,

Charles R. Sheppard *RS PRA CCI*
President & Reserve Analyst



Scope of Work for District – Existing Component Only

- Streets
- Entry Features,
- Signage
- Stormwater System
- Trails/Boardwalks

Terms of Service

Physical Analysis

- ❖ The site visit includes meeting with your representative to discuss any maintenance or operational concerns. We observe major components to determine quantity, age, condition and remaining useful life. Quantities are determined by field measurement and internet measurement tools or aerial measurement services.
- ❖ Building walls, trim and other features are observed from ground level. Flat roofs are observed only if safe fixed stair access is available. Pitched roofs are observed from ground level. Building Systems are not operated.
- ❖ Upon completion of the site visit, an inventory of major components is established which includes quantity, replacement cost and remaining useful life. We recommend you review this information and provide historical cost and previous replacement time for any components.

Financial Analysis

- ❖ A review of your current funding plan is completed to determine fund status and performance. We provide a funding plan using the Cash Flow Method (pooled cash) with a funding goal of adequate funding which keeps reserves above a percent funded or balance threshold level. If component funding (line item) is used, then full funding is the funding goal with the understanding we included inflation of replacement cost and interest earned on reserve funds.

Your Reserve Study Includes

- ❖ Executive summary with current funding status, fund balances and assumptions.
- ❖ Cash Flow or Component Funding Plan and 30-Year cash flow projection.
- ❖ Inventory of major components with replacement cost, useful and remaining life projections.
- ❖ Various charts and photographs of major components.
- ❖ Completed Report is sent via email in a PDF file. Printed & bound copies available at additional cost.

Payment Agreement & Terms

- ❖ To maintain excellent customer service and requested delivery schedules we ask that your acceptance of this proposal is made within 30 days. Signed proposals received after 30 days are subject to revision of delivery time and cost. If indicated a deposit fee may be required with signed agreement to place your project in our production schedule and begin your study. A progress payment may be requested upon completion of site visit depending on the size of the project. Remaining fee is due upon receipt of the preliminary report. Payments not received 30 days after invoice date are assessed a 1.5% late fee per month. After 90 days past, due payments will be subject to addition charges for collection including attorney fees and other reasonable cost incurred by Community Advisors, LLC. We are available to meet with you and discuss your Reserve Study subject to availability and travel expenses. We are always available by phone at no cost. We will modify your Reserve Study one time at no additional cost if requested within 90 days of issue and all fees have been paid. Modification requested after report is issued may require additional cost.

This agreement for consulting services is accepted this date:

Professional Fee: \$4,200.00 Deposit Required: -0-

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____

Partial Client List

Community Development Districts

Tolomato, (Nocatee)	Dunes Utility
Amelia Concourse	Double Branch
Tisons Landing	Pine Ridge Plantation
Amelia Walk	Brandy Creek
South Village	Turnbull Creek
Sampson Creek	Arlington Ridge
Middle Village	Magnolia West
Ridgewood Trails	Trails
Glen St. Johns	Southaven
Bartram Springs	Madeira
Rivers Edge	Beach
Aberdeen	Armstrong
Durbin Crossing	Bainbridge
St. Johns Forrest	

Communities

Hammock Dunes Communities
Queens Harbour - Jacksonville, FL
The Georgia Club - Statham, GA
Corolla Light POA - Corolla, NC
The Landings - Skidaway Island, GA
Beresford Hall Assembly - North Charleston, SC
Cumberland Harbour - St. Mary's, GA
Villas of Nocatee - Jacksonville, FL
Vizcaya HOA - Jacksonville, FL
Cimarrone POA - St. Johns, FL
Deercreek Country Club Owners Association - Jacksonville, FL
Deerwood Country Club - Jacksonville, FL
Coastal Oaks - Ponte Vedra, FL
Preserve at Summer Beach - Fernandina Beach, FL
Amelia Park Neighborhood - Fernandina Beach, FL
Amelia Oaks - Fernandina Beach, FL
Coastal Oaks Amelia - Fernandina Beach, FL
Oyster Bay POA - Fernandina, FL
Oyster Bay Yacht Club - Fernandina, FL
Ocean Breeze HOA - Fernandina Beach, FL
The Enclave at Summer Beach - Fernandina Beach, FL
RiverPlace at Summer Beach - Fernandina Beach, FL
Amelia National - Fernandina, FL

Active Adult Communities

Del Webb Ponte Vedra - Ponte Vedra, FL
Stone Creek by Del Webb - Ocala, FL
Villages of Seloy - St. Augustine, FL
Cascades at World Golf Village - St. Augustine, FL
The Haven at New Riverside - Bluffton, SC
Artisan Lakes - Jacksonville, FL

Condominiums

Carlton Dunes - Amelia Island, FL
Spyglass Villas - Amelia Island, FL
Ocean Club Villas - Amelia Island, FL
Sand Dollar Condominium - Amelia Island, FL
Captain's Court - Amelia Island, FL
Dunes Club Villas - Amelia Island, FL
Villas at Summer Beach - Amelia Island, FL
Beachwood Villas - Amelia Island, FL
Coastal Cottages - Amelia Island, FL
Harrison Cove - Amelia Island, FL
Marina San Pablo - Jacksonville, FL
Latterra at World Golf - St. Augustine, FL
Cumberland On Church - Nashville, TN
Surf Club III - Palm Coast, FL
The Peninsula - Jacksonville, FL
The Plaza at Berkman Plaza - Jacksonville, FL
1661 Riverside - Jacksonville, FL
Seascape - Jacksonville Beach, FL
Southshore Condominium - Jacksonville Beach, FL
Ocean Villas at Serenata Beach - St. Augustine, FL
Watermark - Jacksonville Beach, FL
Oceanic Condominium - Jacksonville Beach, FL
Ocean 14 Condominium - Jacksonville Beach, FL
Serena Point Condominium - Jacksonville Beach, FL
Oceania Condominium - Jacksonville Beach, FL

Religious/Schools

St. Mark's Episcopal Church - Brunswick, GA
Memorial Presbyterian - St. Augustine, FL
Grace Mem. Presbyterian - St. Augustine, FL
Trinity Episcopal Church - St. Augustine, FL
St. Mark's Towers - Brunswick, GA
Isle of Faith Methodist - Jacksonville, FL
Deermeadows Baptist - Jacksonville, FL
Frederica Academy - St. Simons Island, GA
Fishburne Military School - Waynesboro, VA
The Greenwood School - Jacksonville, FL

Reserve Analyst & Inspector's Credentials

Charles R. Sheppard RS PRA CCI

Charlie Sheppard is the owner and President of Community Advisors which provides capital reserve analysis, consulting services, commercial inspections and project management for community associations, private clubs, churches, schools and other entities.

He has over 30 years of experience in real estate development, property operation, commercial property inspections and construction management. He has participated on the development team for large planned unit developments and mid-rise office building parks. He has also worked for many years as commercial construction manager for a wide range of structures including medical facilities, office buildings, churches, restaurants, clubhouses, infrastructure installation and remodeling and repositioning of properties to match market conditions.

Areas of expertise include mechanical and electrical systems, energy management systems, life safety systems, plumbing systems, building envelope and roof components. Horizontal improvement experience include marine structures, street and site concrete construction, utilities, site work and landscaping improvements.

Inspection projects include: High rise office and residential buildings, restaurants, industrial properties, churches, private schools, private clubs, marinas, medical facilities, warehouse and industrial properties, water treatment facilities and residential properties.

Charlie is a regular speaker at CAI events, teaches continuing education classes and enjoys attending Board of Director meetings to share the benefits of Reserve Planning. He has also published articles on Capital Reserve Analysis and Construction Management.

Education - Virginia Polytechnic Institute & State University - BS

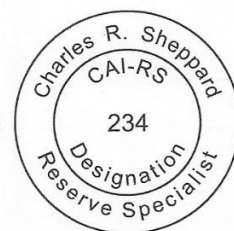
License - Certified General Contractor, Certified Home Inspector - Florida

Professional Designations & Memberships

Certified Construction Inspector, (CCI) Association of Construction Inspectors

Professional Reserve Analyst, (PRA) Association of Professional Reserve Analyst APRA

Reserve Specialist, (RS) Community Associations Institute CAI





Property Wellness Reserve Study Program Proposal Level I Reserve Study

Reserve Advisors, LLC
201 E. Kennedy Boulevard, Suite 1150
Tampa, FL 33602
(800) 980-9881
reserveadvisors.com

East Nassau Stewardship District, Inc.
Yulee, FL



Reserve Advisors

Your Property Wellness Consultants



Our Property Wellness Reserve Study Program

Your home is the most expensive personal property you will ever own. The responsibility for preserving its value reaches beyond your home to include the spaces you share with your neighbors. Structures, systems, streets and amenities must be maintained to protect the value of your investment. But the required responsibility often stretches beyond individual knowledge and expertise. That's why associations turn to Reserve Advisors. As your property wellness consultants, our reserve study helps associations understand their assets, expected lifespans, and both the budgets and maintenance needed to keep them in great working order.



A Proactive Property Wellness Program

Our engineers provide a thorough evaluation of your property and shared assets, and create a strong, informed plan to maximize your community's physical and financial wellness for the long haul. Because proactive care ensures that your shared property is cared for the way you would care for your home. We have been helping communities thrive for over 30 years. But the job we are obsessed with is making sure you and your neighbors have what you need to protect your property today, and prevent costly and avoidable repairs tomorrow. It is the best way to care for the place that makes you feel welcome, safe, secure and proud.



Threshold Funding Strategy

The most stable and equitable approach to funding reserves, this strategy aggregates all future expenditures and calculates annual reserve contributions such that the reserve balance never falls below a minimum threshold.

Helping Communities Thrive for Over 30 Years

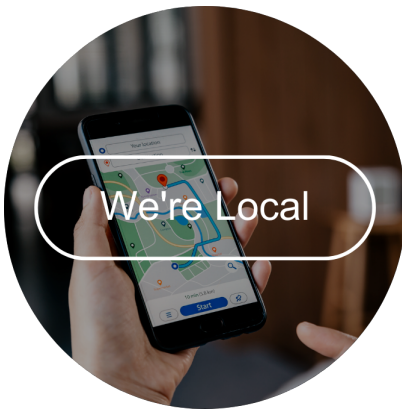
Reserve Advisors has prepared over 29,000 reserve studies for common interest realty associations nationwide. Our service area is one of the largest in the industry.

Through the leadership of our founders, John Poehlmann and Theodore Salgado, we helped pioneer the standards that all reserve study providers are measured by today. This success comes from our independence, extensive knowledge and experience. We pride ourselves on delivering unbiased recommendations that give community associations the plans they need to ensure the future well-being of their property.

60+
ENGINEERS

29,000
RESERVE STUDIES CONDUCTED

300+
YEARS OF RESERVE STUDY EXPERIENCE



Local Conditions

Drawing upon our broad national experience, we recognize the profound impact local conditions have on the wear and tear of common property and subsequent replacement needs.

Local Costs

Our exclusive database of client project costs grants you real-time access to localized pricing, ensuring that your reserve study projections are not reliant on standardized costs.

Level I Full Reserve Study



	LEVEL I	LEVEL II	LEVEL III
	FULL RESERVE STUDY	RESERVE STUDY UPDATE WITH SITE-VISIT	RESERVE STUDY WITHOUT SITE-VISIT
		RESERVE STUDY PROCESS	
ONSITE VISUAL INSPECTION	✓	✓	
PRE-INSPECTION MEETING	✓	✓	
COMPONENT INVENTORY PLUS COMPONENT QUANTITIES & MEASUREMENTS	Established	Re-Assessed/Evaluated	Reflects prior study
CONDITION ASSESSMENTS	Based on visual observation	Based on visual observation	As reported by association
USEFUL LIFE ESTIMATES	Based on engineer's condition assessment	Based on engineer's condition assessment	Based on client's reported condition
VALUATION/COST ESTIMATES VIA PROPRIETARY BID DATABASE	Established for each reserve component	Re-evaluated for each reserve component	Re-evaluated for each reserve component
		KEY DELIVERABLES	
MEETS AND EXCEEDS CAI'S NATIONAL RESERVE STUDY STANDARDS	✓	✓	✓
PRIORITIZED LIST OF CAPITAL EXPENDITURES	✓	✓	✓
CUSTOMIZED RECOMMENDED FUNDING PLAN(S)	✓	✓	✓
RECOMMENDED PREVENTATIVE MAINTENANCE ACTIVITIES	✓	✓	
INCLUSION OF LONG-LIVED ASSETS	✓	✓	✓
ELECTRONIC REPORT	Comprehensive report with component detail	Comprehensive report with component detail	Executive summary overview
EXCEL SPREADSHEETS	✓	✓	✓
SUPPORT WITH IMPLEMENTATION OF REPORT	✓	✓	✓
COMPLIMENTARY REPORT REVISION	✓	✓	
UNCONDITIONAL POST-STUDY SUPPORT AT NO ADDITIONAL COST INCLUDING REPORT PRESENTATION	✓	✓	✓
	RECOMMENDED SERVICE LEVEL		

We are proposing a Level I Full Reserve Study. This service involves developing a component list and quantification of each item - a crucial aspect often overlooked by unqualified providers. This service is suitable for communities that have never undergone a reserve study, as well as those contemplating a change in reserve study providers. Conducting a Level I Reserve Study allows us to not only verify the accuracy of the component inventory and related quantities/measurements with certainty - the foundation of any reserve study - but to also present capital planning recommendations with unwavering confidence.

Property Wellness Reserve Study Program - Level I

Reserve Advisors will perform a Level I Reserve Study in accordance with Community Associations Institute (CAI) National Reserve Study Standards. Your reserve study is comprised of the following:

Physical Analysis: The reserve study consultant will develop a detailed list of reserve components, also known as a component inventory, and related quantities for each. We will complete a condition assessment or physical evaluation for each reserve component and the current condition of each will be documented with photographs. Life and cost estimates will be performed to determine estimated useful lives, remaining useful lives and current cost of repair or replacement.

Financial Analysis: The reserve study consultant will identify the current reserve fund status in terms of cash value and prepare a customized funding plan. The funding plan outlines recommended annual reserve contributions to offset the future cost of capital projects over the next 30 years.

Property Description

East Nassau Stewardship District, Inc. comprises 303 units. We've identified and will include the following reserve components:

Pond(s), Playground(s), Streets and Curbs, Sidewalks, Walking Paths, Irrigation System, Landscaping, Monuments, Boardwalks, Trails, Dock, and other property specifically identified that you'd like us to include.

Scope of work includes all property owned-in-common as defined in your association's declaration and other property specifically identified that you'd like us to include.

Key Elements of Your Level I Property Wellness Reserve Study Program

Reserve Advisors' Exclusive Tools

Reserve Advisors' exclusive tools allow you to make informed decisions to maintain your association's long-term physical and financial health.



Reserve Expenditures

View your community's entire schedule of prioritized expenditures for the next 30-years on one easy-to read spreadsheet.

[View Example](#)



Funding Plan

Establishes the most stable and equitable recommended annual reserve contributions necessary to meet your future project needs.

[View Example](#)



Reserve Funding Graph

Highlights your community's current financial health and provides visibility to your projected cash flow over the next 30 years.

[View Example](#)



Component Specific Details

Including photographic documentation of conditions, project specific best practices outlining the scope of future projects, and preventative maintenance activities to maximize component useful lives.

[View Example](#)



Excel Spreadsheets

Empowering you to make more informed decisions by adjusting project schedules, future costs, and annual contributions in real time.

For Confidence in All Decisions

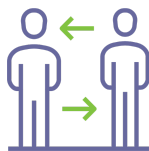


Personalized Experience Guarantee

As your trusted advisor, we are committed to providing clarity on the true cost of property ownership through a comprehensive reserve study solution and unmatched advisory services. If the experience we provide fails to live up to your expectations, contact us at any time for a refund.



Your property is your biggest investment. Here's why our solution is the best for your community:



Full Engagement

It's our job to understand your specific concerns and to discuss your priorities in order to ensure your reserve study experience exceeds expectations.



Detailed Understanding

We will do whatever it takes to ensure you have complete confidence in interpreting and putting into practice our findings and recommendations.



Ongoing Support

Unlike other firms, we provide current and future boards with additional insight, availability to answer questions and guidance well beyond report delivery.

The Time to Protect Your Property's Long-Term Health is Now

This proposal, dated 03 / 26 / 2024, for a **Level I Property Wellness Reserve Study**, is valid for 90 days.

To Start Your Property Wellness Level I Reserve Study Program Today:

1. Select the service options below to confirm scope of engagement

Service	Price
Reserve Study (Level I) This service includes a pre-project meeting to discuss your unique needs and priorities with our engineer. You'll receive: 1) a PDF report with 30-year expenditure and funding plan tables, 2) Excel spreadsheet with formulas, and 3) Complimentary support with implementation of your study and ongoing guidance.	\$5,300.00
Total	\$5,300.00

2. E-sign below

Signature:

Title:

Name:

Date:

For: East Nassau Stewardship District, Inc.

Ref: 241211

3. Pay \$2,650.00

Retainer via mail or ACH

Mailing Address

Reserve Advisors, LLC
PO Box 88955
Milwaukee, WI 53288-8926

ACH

Send Remittances to 'accounting@reserveadvisors.com' at time of payment

Checking Account Number: 151391168

Routing Number: 075905787

Financial Institution: First Business Bank

17335 Golf Parkway, Suite 150 | Brookfield, WI 53045

You will receive your electronic report approximately four (4) weeks after our inspection, based on timely receipt of all necessary information from you. Authorization to inspection time varies depending on demand for our services. This proposal, dated 03 / 26 / 2024, is valid for 90 days, and may be executed and delivered by facsimile, portable document format (.pdf) or other electronic signature pages, and in any number of counterparts, which taken together shall be deemed one and the same instrument. One complimentary hard copy report is available upon request.

Professional Service Conditions

Our Services - Reserve Advisors, LLC (“RA” or “us” or “we”) performs its services as an independent contractor in accordance with our professional practice standards and its compensation is not contingent upon our conclusions. The purpose of our reserve study is to provide a budget planning tool that identifies the current status of the reserve fund, and an opinion recommending an annual funding plan, to create reserves for anticipated future replacement expenditures of the subject property. The purpose of our energy benchmarking services is to track, collect and summarize the subject property’s energy consumption over time for your use in comparison with other buildings of similar size and establishing a performance baseline for your planning of long-term energy efficiency goals.

Our inspection and analysis of the subject property is limited to visual observations, is noninvasive and is not meant to nor does it include investigation into statutory, regulatory or code compliance. RA inspects sloped roofs from the ground and inspects flat roofs where safe access (stairs or ladder permanently attached to the structure) is available. Our energy benchmarking services with respect to the subject property is limited to collecting energy and utility data and summarizing such data in the form of an Energy Star Portfolio Manager Report or any other similar report, and hereby expressly excludes any recommendations with respect to the results of such energy benchmarking services or the accuracy of the energy information obtained from utility companies and other third-party sources with respect to the subject property. The reserve report and any energy benchmarking report (i.e., any Energy Star Portfolio Manager Report) (including any subsequent revisions thereto pursuant to the terms hereof, collectively, the “Report”) are based upon a “snapshot in time” at the moment of inspection. RA may note visible physical defects in the Report. The inspection is made by employees generally familiar with real estate and building construction. Except to the extent readily apparent to RA, RA cannot and shall not opine on the structural integrity of or other physical defects in the property under any circumstances. Without limitation to the foregoing, RA cannot and shall not opine on, nor is RA responsible for, the property’s conformity to specific governmental code requirements for fire, building, earthquake, occupancy or otherwise.

RA is not responsible for conditions that have changed between the time of inspection and the issuance of the Report. RA does not provide invasive testing on any mechanical systems that provide energy to the property, nor can RA opine on any system components that are not easily accessible during the inspection. RA does not investigate, nor assume any responsibility for any existence or impact of any hazardous materials, such as asbestos, urea-formaldehyde foam insulation, other chemicals, toxic wastes, environmental mold or other potentially hazardous materials or structural defects that are latent or hidden defects which may or may not be present on or within the property. RA does not make any soil analysis or geological study as part of its services, nor does RA investigate vapor, water, oil, gas, coal, or other subsurface mineral and use rights or such hidden conditions, and RA assumes no responsibility for any such conditions. The Report contains opinions of estimated replacement costs or deferred maintenance expenses and remaining useful lives, which are neither a guarantee of the actual costs or expenses of replacement or deferred maintenance nor a guarantee of remaining useful lives of any property element.

RA assumes, without independent verification, the accuracy of all data provided to it. Except to the extent resulting from RA’s willful misconduct in connection with the performance of its obligations under this agreement, you agree to indemnify, defend, and hold RA and its affiliates, officers, managers, employees, agents, successors and assigns (each, an “RA Party”) harmless from and against (and promptly reimburse each RA Party for) any and all losses, claims, actions, demands, judgments, orders, damages, expenses or liabilities, including, without limitation, reasonable attorneys’ fees, asserted against or to which any RA Party may become subject in connection with this engagement, including, without limitation, as a result of any false, misleading or incomplete information which RA relied upon that was supplied by you or others under your direction, or which may result from any improper use or reliance on the Report by you or third parties under your control or direction or to whom you provided the Report. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, THE AGGREGATE LIABILITY (IF ANY) OF RA WITH RESPECT TO THIS AGREEMENT AND RA’S OBLIGATIONS HEREUNDER IS LIMITED TO THE AMOUNT OF THE FEES ACTUALLY RECEIVED BY RA FROM YOU FOR THE SERVICES AND REPORT PERFORMED BY RA UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. YOUR REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE YOUR SOLE REMEDIES FOR ANY FAILURE OF RA TO COMPLY WITH ITS OBLIGATIONS HEREUNDER OR OTHERWISE. RA SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS AND LOST SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF RA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RA BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. RA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR OF ANY NATURE, WITH REGARD TO THE SERVICES AND THE REPORT, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Professional Service Conditions - Continued

Report - RA will complete the services in accordance with the Proposal. The Report represents a valid opinion of RA's findings and recommendations with respect to the reserve study and is deemed complete. RA will consider any additional information made available to RA within 6 months of issuing the Report and issue a revised Report based on such additional information if a timely request for a revised Report is made by you. RA retains the right to withhold a revised Report if payment for services was not tendered in a timely manner. All information received by RA and all files, work papers or documents developed by RA during the course of the engagement shall remain the property of RA and may be used for whatever purpose it sees fit. RA reserves the right to, and you acknowledge and agree that RA may, use any data provided by you in connection with the services, or gathered as a result of providing such services, including in connection with creating and issuing any Report, in a de-identified and aggregated form for RA's business purposes.

Your Obligations - You agree to provide us access to the subject property for an on-site visual inspection. You agree to provide RA all available, historical and budgetary information, the governing documents, and other information that we request and deem necessary to complete the Report. Additionally, you agree to provide historical replacement schedules, utility bills and historical energy usage files that RA requests and deems necessary to complete the energy benchmarking services, and you agree to provide any utility release(s) reasonably requested by RA permitting RA to obtain any such data and/or information from any utility representative or other third party. You agree to pay actual attorneys' fees and any other costs incurred to collect on any unpaid balance for RA's services.

Use of Our Report - Use of the Report is limited to only the purpose stated herein. You acknowledge that RA is the exclusive owner of all intellectual property rights in and relating to the Report. You hereby acknowledge that any use or reliance by you on the Report for any unauthorized purpose is at your own risk and that you will be liable for the consequences of any unauthorized use or distribution of the Report. Use or possession of the Report by any unauthorized third party is prohibited. The Report in whole or in part is not and cannot be used as a design specification for design engineering purposes or as an appraisal. You may show the Report in its entirety to the following third parties: members of your organization (including your directors, officers, tenants and prospective purchasers), your accountants, attorneys, financial institutions and property managers who need to review the information contained herein, and any other third party who has a right to inspect the Report under applicable law including, but not limited, to any government entity or agency, or any utility companies. Without the written consent of RA, you shall not disclose the Report to any other third party. By engaging our services, you agree that the Report contains intellectual property developed (and owned solely) by RA and agree that you will not reproduce or distribute the Report to any party that conducts reserve studies or energy benchmarking services without the written consent of RA.

RA will include (and you hereby agree that RA may include) your name in our client lists. RA reserves the right to use (and you hereby agree that RA may use) property information to obtain estimates of replacement costs, useful life of property elements or otherwise as RA, in its sole discretion, deems appropriate.

Payment Terms, Due Dates and Interest Charges - If reserve study and energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and prior to the inspection by RA, and any balance is due net 30 days from the Report shipment date. If only energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and any balance is due net 30 days from the Report shipment date. In any case, any balance remaining 30 days after delivery of the Report shall accrue an interest charge of 1.5% per month. Unless this agreement is earlier terminated by RA in the event you breach or otherwise fail to comply with your obligations under this agreement, RA's obligations under this agreement shall commence on the date you execute and deliver this agreement and terminate on the date that is 6 months from the date of delivery of the Report by RA. Notwithstanding anything herein to the contrary, each provision that by its context and nature should survive the expiration or early termination of this agreement shall so survive, including, without limitation, any provisions with respect to payment, intellectual property rights, limitations of liability and governing law.

Miscellaneous – Neither party shall be liable for any failures or delays in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, riot, embargo, fuel or energy shortage, pandemic, wrecks or delays in transportation, or due to any other cause beyond such party's reasonable control; provided, however, that you shall not be relieved from your obligations to make any payment(s) to RA as and when due hereunder. In the event of a delay in performance due to any such cause, the time for completion or date of delivery will be extended by a period of time reasonably necessary to overcome the effect of such delay. You may not assign or otherwise transfer this agreement, in whole or in part, without the prior written consent of RA. RA may freely assign or otherwise transfer this agreement, in whole or in part, without your prior consent. This agreement shall be governed by the laws of the State of Wisconsin without regard to any principles of conflicts of law that would apply the laws of another jurisdiction. Any dispute with respect to this agreement shall be exclusively venued in Milwaukee County Circuit Court or in the United States District Court for the Eastern District of Wisconsin. Each party hereto agrees and hereby waives the right to a trial by jury in any action, proceeding or claim

brought by or on behalf of the parties hereto with respect to any matter related to this agreement. We reserve the right to limit or decline refunds in our sole discretion. Refunds vary based on the applicable facts and circumstances.

Serving Florida & the Southeast USA

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March 28, 2024

Proposal #52187-0

East Nassau Stewardship District, Inc.

**c/o Todd Haskett
CCMC Wildlight
57 Homegrown Way
Yulee, FL 32097**

Subject: Reserve Study Proposal

Dear Todd,

Thank you for requesting a Reserve Study proposal from Association Reserves. It would be our privilege to serve as your Reserves planning partner! We recognize that you have a choice of Reserve Study providers and want to make sure you understand the many benefits of working with our company, including reports prepared in compliance with CAI's National Reserve Study Standards and Florida's newly-revised statutory "Structural Integrity Reserve Study" (SIRS) requirements. To that end, we have prepared this proposal document which clearly defines the process and scope of work of our Reserve Studies, provides background about our firm and key employees, and even includes answers to many Frequently Asked Questions.

We have also enclosed the Standard Terms and Conditions which sets forth the terms of the services that Association Reserves-Florida, LLC ("Association Reserves", "us", "our" or "we") will provide to **East Nassau Stewardship District, Inc.** ("Client", "you" or "your").

When you're ready for the next step, simply follow the instructions listed in the last section, "Schedule, Terms and Fees." Our office will then contact you regarding the next steps in the process, such as scheduling the site inspection, obtaining required background information, etc. Please don't hesitate to contact us if you have any questions or concerns, or would like any additional information. We hope to hear from you soon!

Sincerely,

Will Simons, RS
President
Florida/Southeast Regional Office



Introduction to Reserve Studies

What's a Reserve Study?

A Reserve Study is a document used by community associations (or any other type of common interest real estate development) to help determine the relative strength of its existing financial Reserve funds, and to provide forecasts and recommended funding plans for major repair, replacement, or restoration projects over a long period of time.



Are Reserve Studies really that important?

Absolutely. It's fairly easy to plan and prepare for recurring costs like management fees, insurance premiums, landscaping contracts, and utilities, but what about the projects and expenses that DON'T happen every year? That's our specialty...identifying and forecasting those projects that are *certain* to occur, but are often overlooked or underestimated. There's no question that setting aside Reserve funds over a long period of time is the simplest, most cost-effective, and most responsible way to plan for major projects.

The work will need to be done; it's up to the property and its representatives to plan accordingly. Without adequate Reserves, properties will have to make a tough decision: take out costly loans? Push for recurring special assessments? Or worst, accept a drop in property values due to deteriorating conditions and deferred maintenance? A current, reliable Reserve Study is the first step toward long-term financial strength for every property. Without one, property owners and stakeholders will be misinformed, underprepared, and left exposed to serious financial consequences. A current, reliable Reserve Study is a hallmark of well-managed properties, and an important part of a Board of Directors' fiduciary duty to act in the best interest of their ownership.

What components are included in a Reserve Study?

[Reserve Study Standards](#) as published by the Community Associations Institute specify the following criteria for inclusion in a Reserve Study:

1. The association has the obligation to maintain or replace the existing element.
2. The need and schedule for this project can be reasonably anticipated.
3. The total cost for the project is material to the association, can be reasonably estimated, and includes all direct and related costs

Our studies typically include funding for projects such as: roof replacement, painting/waterproofing, pavement sealing and resurfacing, elevator modernization, balcony and deck sealing and restoration, major mechanical systems (HVAC, fire alarm, hot water, etc.), major pool and spa expenses, interior/amenity area remodeling, and many more. The bottom line is that every property is different, and will require a thorough inspection to determine what belongs in your study. State requirements vary on what types of projects should be addressed through Reserves (and therefore included in a Reserve Study). Our studies will always meet and usually exceed these requirements, ensuring that our clients are acting in accordance with legal requirements and sound fiduciary responsibility.

The Reserve Study Process

Our Reserve Studies are prepared in accordance with [Reserve Study Standards](#), originally established in 1998 by the Community Associations Institute. Per these standards, a Reserve Study engagement generally consists of the following:

1. Component Inventory & Condition Assessment

The component inventory is the task of selecting and quantifying Reserve components. This task can be accomplished through on-site visual observations, review of property design and organizational documents, a review of established precedents, and discussion with appropriate representative(s) of the Client. The condition assessment is “the task of evaluating the current condition of the component based on observed or reported characteristics.” As part of our inspection, we review any available building documents including site plans, building plans, fire alarm inspection records, equipment schedules and any other data that may be informative regarding component details, project history or expectations for upcoming work. We then measure/quantify, inspect and document all areas or components to be included.

→ For Update, With Site Visit (Level 2) Reserve Studies, the component inventory is for verification purposes only, using previously-established component quantities from a prior Reserve Study. However, the condition assessment is re-established based on current conditions. For Update, No Site Visit (Level 3) Reserve Studies, there is no physical inspection of the property. We review the component inventory and condition assessments from the most recent study, communicate with the Client about any relevant project history and updated financial information, then proceed with the Life and Valuation Estimates and Financial Analysis.



2. Life & Valuation Estimates

Our team begins by organizing and interpreting the raw data gathered during the site inspection, reviewing all measurements, notes and photographs for key details and insights. Next, we establish the component list structure, and determine the life and cost estimates for each Reserve component. Our standard procedure is to use any historical information provided to us by the Client (such as when certain projects were done, and what they cost), and to review any bids or estimates for upcoming work. We review our findings with your current vendors for their insights, and also check their input against information we've gathered working with other comparable properties in the area. We constantly consult our own internal databases, comprised of data collected from over 45,000 Reserve Studies. As a supplement, we also make use of various guidebooks, publications and manufacturer's recommendations to supplement our knowledge base. The end result is a complete, thorough set of estimates that are accurate, current, Client-specific, and generated by a qualified, independent third party.

3. Financial Analysis, Report Preparation & Delivery

Once the component list is established and we've reviewed your current annual budget and Reserve fund balance(s), we will make a determination of relative current Reserve fund strength and created a recommended funding plan covering the next 30 fiscal years, including a schedule of projected annual income and expenses.

Why should we choose Association Reserves?

Association Reserves was established in 1986 as a professional consulting firm serving community associations and other clients throughout the United States and abroad. To date, our firm has completed over **80,000** Reserve Studies and Capital Plans for properties of all types, including condominium and homeowners associations, community development districts, timeshare and resort properties, commercial facilities, worship facilities, schools and more. Over the years, our firm has been instrumental in defining and advocating the National Reserve Study Standards endorsed by the Community Associations Institute (CAI).

Each Reserve Study we provide is conducted with special consideration for the unique characteristics of the Client property, especially age, regional weather patterns, local pricing factors, and input from the Client's representatives. Our time-tested approach involves research of key factors, especially project history, projected useful life and cost data, and aesthetic standards in the local area. Our staff members earn and maintain the Reserve Specialist credential administered by the Community Associations Institute (CAI), the international authority on all aspects of community association living.

We don't take a one-size-fits-all approach to our work, because we know that every property is different, and we take the time and care to ensure our results will help you to make wise decisions regarding the long-term care of your physical and financial assets. From our first phone call to final delivery of your study, we hold ourselves to the highest standards of professionalism. We pride ourselves on delivering a first-rate product, because we know you're putting your trust in our hands.



*We're proud to announce that for **11 years in a row (2013-2023)** we have been selected as a Reader's Choice Award winner by the readers of the Florida Community Association Journal. We attribute this achievement to a combination of hard work, attention to detail and an unwavering commitment to serving our clients.*

Qualifications and Key Staff Members

All of our project staff members have college degrees and many come from construction, engineering, architecture and related backgrounds. We do not use sub-contractors to conduct our inspections—all staff members inspecting your property are company employees trained specifically in the field of preparing Reserve Studies. As of 2024, 10 staff members on our Florida team have earned the prestigious Reserve Specialist credential.

Please [click this link](#) to learn more about our Florida team!



Robert M. Nordlund, PE, RS, EBP is the founder, owner and CEO of Association Reserves. Robert is a Professional Engineer, Reserve Specialist, and former board president of his own homeowners association. In addition, he is a past Chairman of CAI's Reserve Professionals Committee, past Chairman of the Association of Professional Reserve Analysts, past President of CAI's Greater Los Angeles Chapter, and a frequent speaker in industry-sponsored seminars and presentations throughout the United States. He obtained his Bachelor's degree from the University of Washington in Mechanical Engineering, and is a member of the prestigious engineering honors society Tau Beta Pi.



Will Simons, RS, EBP is the President of our Florida regional office. Will has completed and overseen more than 3,000 Reserve Studies for property types including residential developments, schools, historic buildings, commercial developments, country clubs, worship facilities, marinas and more. Will has earned the Reserve Specialist designation (#190) and is also a frequent author and speaker in the industry. He is a licensed Continuing Education Provider (#0005433) for Florida Community Association Managers, having designed and taught coursework related to Reserve funds and Reserve Studies. He served as the Vice President and Treasurer of his own homeowners association in South Florida, serving a community of over 600 homes and helping to oversee an annual budget of over \$1 million. Will earned a Bachelor's degree in Business administration from the University of Southern California.



Jeffrey Guenther, PE, EBP is a Senior Professional Engineer with our Florida office. Jeff joined Association Reserves in 2023. His early career was spent performing Structural Engineering design of commercial, residential, and industrial buildings and structures, including work with Procter & Gamble, GE and Toyota Motor Manufacturing, and he earned the first of his Professional Engineering (PE) licenses in Ohio in 1991. Jeff earned his Florida PE license in 2005 and began assisting with recovery after Hurricanes Charlie, Frances and Jean. He has performed building inspections and served as an expert witness in over 1,000 matters, primarily including construction defect and insurance claims. Jeff is also a licensed Community Association Manager and has been active within his 1,450 home HOA in West Palm Beach as a Board and Committee Member and Tennis/Pickleball hack. Jeff obtained a Bachelor's Degree in Civil Engineering with a Structural specialty from the University of Kentucky and MBA in 2001 from the University of Cincinnati.

Here's a sample of our Component Details pages. We devote a thorough summary to every single component included in your Reserve Study.

Comp #: 2343 Building Exteriors - Seal/Paint

Quantity: Approx 156,000 GSF

Location: Building exteriors

Funded?: Yes.

History: Per records provided, exterior building was painted in 2015 for \$250,000

Evaluation: Approximately 23,400 LF of sealants. Overall condition noted to be fair: Painted exterior surfaces determined to be in fair condition typically exhibit some minor to moderate signs of wear and age such as chalking, peeling, blistering, etc. Problems tend to develop in more exposed areas first. Hairline cracks may be present at this stage. Overall appearance is satisfactory. There are two important reasons for painting and waterproofing a building: to protect the structure from damage caused by exposure to the elements, and to restore or maintain good aesthetic standards for curb appeal. As routine maintenance, we recommend that regular inspections, spot repairs and touch-up painting be included in the operating budget. Typical paint cycles can vary greatly depending upon many factors including: type of material painted, surface preparations, quality of material, application methods, weather conditions during application, moisture beneath paint, and exposure to weather conditions. Proper sealant/caulking at window and door perimeters and other "gaps" in the building structure are critical to preventing water intrusion and resulting damage. The general rule of thumb is that sealant/caulking should be in place wherever two dissimilar building surfaces meet, such as window frame to concrete structure junctions. For best results, the client may want to consult with a paint company representative, building envelope specialist and/or structural engineer to specify the types of materials to be used and define complete scope of work before bidding. In our experience, cost estimates for painting and waterproofing can vary widely, even when based on the same prescribed scope of work. Estimates shown here should be updated and revised as needed based on actual bids obtained or project cost history during future Reserve Study updates.

Useful Life:
7 years

Remaining Life:
4 years

Easy-to-find details



Descriptive, thorough observations

Full-color photographs

Best Case: \$ 320,000

Worst Case: \$ 400,000

Lower estimate to seal/repaint

Higher estimate

Cost Source: AR Cost Database/Client Cost History

What's Included with your Reserve Study?

Upon completion of the Reserve Study, the Client will receive the following:



Electronic copy: A digital version of the entire Reserve Study document is delivered by email in PDF form. We also post the completed study to a complimentary, private (password-protected) account on the Client Center of our website, where Client representatives can view and download all relevant documents.



Free Software: Enjoy a complimentary subscription to “uPlanIt,” our online Reserve Study software. (Subscription will be active upon completion of your Reserve Study and terminates 90 days after the start of the initial fiscal year included in the financial analysis.) uPlanIt allows Clients to consider a variety of conditions throughout the reserve budget process, forecast the potential impact on the funding plan, and test and validate their budget decisions. Whether you want to change the contribution level, adjust replacement costs, or postpone certain projects, you’ll be able to foresee the outcome. Results are delivered in an assortment of insightful charts & tables. With uPlanIt, the power to control your property’s physical & financial future is entirely in your hands! (More information on following page.)



Virtual Meetings/Presentations: we will gladly host a virtual meeting via Zoom to help explain the process, outcomes, and other key details found within a Reserve Study. The Reserve Study document is shown on-screen, and our staff will walk you through the document, explaining key terminology, reviewing the component list and explaining how we formulate our recommendations in a study. **Note: unless approved in advance, Zoom meetings will be limited to a maximum of 60 minutes.**

Other Benefits:

Complimentary hard copy: Upon the Client’s request to us, one printed and bound full-color copy is available upon request upon completion of the Reserve Study at no cost. Additional copies may be requested but will be billed in addition to the Reserve Study fee at \$100.00 each.

Complimentary revision: In the event there is a material error or discrepancy identified within the Reserve Study, upon the Client’s written request to us, we will gladly revise the study at no charge to the Client for a period of up to 60 days following our initial delivery of the completed study. The foregoing is limited to one revision of the initial completed study. Other requests for changes, or requests made greater than 60 days following our initial delivery of the study may be approved by us in our sole discretion and potentially at an additional cost of \$200/hour.

On-Site Meeting attendance: In lieu of a virtual meeting, our staff may be available to attend meetings at the Client property. Due to our volume of requests, meeting attendance requests must be made at least 30 days prior to the actual meeting date and are subject to staff availability. Attendance fees will be billed based on actual meeting time plus “door to door” travel time for our staff at a rate of \$200.00/hour, with a one hour minimum. For properties located greater than 200 miles from our Fort Lauderdale, FL office address, additional travel costs for flight, hotel, rental car and per-diem allowances may apply. If interested in meeting attendance, please contact us directly for more specific options and costs for your property.

Enjoy Free Access to our Online Software!

(Click [here](#) for an online demo of uPlanIt)



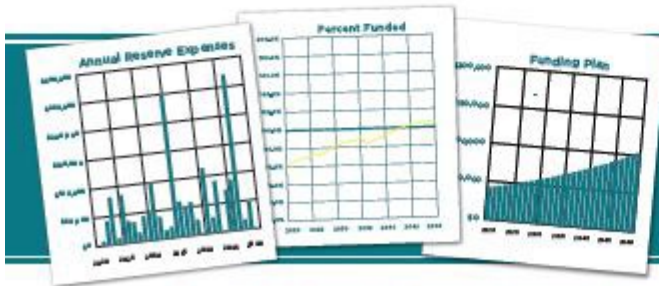
MORE ANSWERS, LESS HEADACHES



uPlanIt is a powerful interactive online tool that allows our Clients to run faster, jump higher, and leap tall buildings in a single bound!

Okay, maybe we're exaggerating a bit, but in the always stressful and often divisive Reserve budget process, uPlanIt can facilitate collaboration, build consensus and eliminate guesswork for Managers and Boardmembers.

Designed by experts and available FREE to our Clients with every professional Reserve Study engagement, uPlanIt gives instant answers to all your "what-if" Reserve funding scenarios. Whether you face "pushback" to funding Reserves, objections about the life expectancies or costs of certain projects, or outrage for a proposed special assessment, you'll be able to instantly foresee the outcome of alternative budget strategies.



Results are delivered in an assortment of insightful charts & tables. With uPlanIt, you can validate budget decisions, respond quickly and confidently to uncertainties, and prevent misunderstandings.

- Free for our professional Reserve Study clients during their budget season
- Year-to-Year (and Board-to-Board) continuity with one centralized data bank
- 24-7 access to play with the numbers during budget meetings!

References and Testimonials

You don't get to be in business for 30 years and counting without building a great reputation. Here's what some of our clients have had to say about us recently:

- *“As the owner of a fairly large property management company, I have been using Association Reserves since the firm was founded. Excellent staff, timely responses, easy to understand reports, and changing reports has never been problematic! I cannot recommend Association Reserves highly enough.”*
- *“Association Reserves provides incredible service, knowledge and professionalism.”*
- *“Until now, I had yet to see a Reserve Study whose overview so "user" friendly. Any novice may pick it up and understand the concepts behind a Reserve Study. Very impressive. To add to that, our Project Manager could not be more responsive in answering any of our questions and bending over backwards to work with us.”*
- *“I have been in this business since 1998 and not everyone understands how HOAs and Boards work. Association Reserves employees do, which makes my job easier.”*
- *“Our Board could not be more pleased with the report we have received and the manner in which the study was conducted. We highly recommend Association Reserves to prepare your Reserve Study.”*
- *“We have worked with Association Reserves for several years. This is a process which can be very cumbersome to say the least, but Association Reserves has streamlined the process and with their help it has been painless and very successful.”*
- *“Association Reserves far exceeded my expectations in terms of ease of access to our Reserve Study report on the internet, and quality of service.”*
- *“The Association Reserves representatives have been very friendly and professional and have been very responsive to our needs.”*



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Standard Terms and Conditions

The following terms and conditions, the attached “Schedule & Fees”, and the attached “Deliverables” (collectively, “Agreement”) set forth the terms of the services that Association Reserves-Florida, LLC (“Association Reserves”, “us”, “our” or “we”) will provide to **East Nassau Stewardship District, Inc.** (“Client”, “you” or “your”). By accepting this Agreement, Client hereby agrees to all of the terms and conditions set forth below.

1. Professional Services

William G. Simons, RS is the President of Association Reserves-Florida, LLC and is a credentialed Reserve Specialist (#190). All work done by Association Reserves-Florida, LLC is performed under his Responsible Charge and is performed in accordance with National Reserve Study Standards (NRSS). Association Reserves will provide oversight and assume responsibility for all work performed. Association Reserves’ services may be performed by Association Reserves employees or contractors working for Association Reserves.

The scope of work for this Agreement includes visual inspection of accessible areas and components, and does not include any destructive or other means of testing. We do not inspect or investigate for construction defects, hazardous materials, or latent issues such as plumbing or electrical problems, or problems with sub-surface drainage system components. Information provided to us about historical or upcoming projects, including information provided by the Client’s vendors and suppliers, will be considered reliable. Any on-site inspection should not be considered a project audit or quality inspection. Our opinions of component useful life, remaining useful life, and cost estimates assume proper original installation/construction, adherence to recommended preventive maintenance guidelines and best practices, a stable economic environment, and do not consider the frequency or severity of natural disasters. Our opinions of component useful life, remaining useful life and current and future cost estimates are not a warranty or guarantee of the actual costs and timing of any component repairs or replacements. The actual or projected total reserve account balance(s) presented in the Reserve Study will be based upon information provided and such information is not audited by Association Reserves. Because the physical condition of the Client’s components, the Client’s reserve balance, the economic environment, and the legislative environment are subject to change, the Reserve Study is limited by such outside influences and changes. Accordingly, Association Reserves expects that after the completion of the Reserve Study, a number of adjustments may be necessary to the cost and timing of our expense projections and the funding necessary to prepare for those estimated expenses. Because Association Reserves has no control over future events or outside influences, we do not expect that all the events we anticipate for purposes of the Reserve Study will occur exactly as planned.

2. Cooperation and Information

In connection with our work, Client agrees to cooperate with us and to promptly provide, to the extent reasonably possible, all relevant information as requested. Client agrees to notify us immediately in writing if Client learns that any information provided to us is inaccurate or incomplete in any material respect. Client also agrees to continuously advise us of any material developments or facts that occur or come to its attention which might reasonably be considered to affect our work.

3. Professional Fees

Our fees and expenses are in no way contingent upon the results of our analysis, the content or conclusions in our report, the consummation of an event or transaction, or your acceptance or rejection of our opinions, reports or conclusions. Any invoice remaining unpaid for 30 days shall bear interest at the rate of 15% per annum from the date of the invoice until paid in full. We reserve the right to defer rendering further services until payment is received on past due invoices. We may suspend all work if an invoice is past due. In any event, all fees incurred to date must be paid prior to our issuance of our final report.

4. Limitation on Warranties

Association Reserves warrants that it will perform services under the Agreement in good faith, with qualified personnel in a competent and workmanlike manner in accordance with applicable industry standards. Association Reserves disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Association Reserves does not warrant or predict results or final developments in this matter.

5. Undue Influence / Right to Withdraw

Association Reserves reserves the sole right to decide the methodology to be employed as well as the extent of review, research and other preparation to perform such analyses. If the Client or their agents attempt to influence our work, directly or indirectly, or if we are instructed to limit work or employ methods with which we disagree, we have the absolute right to terminate work performed pursuant to this Agreement. Upon withdrawal, we will have no further obligation to perform work or to provide work product and shall be entitled to immediately receive payment for our services.

6. Confidentiality

Except as required in the performance of our services and work under this Agreement, we agree to keep confidential all information provided to us by you unless such information (a) is already known to us before disclosure by you, (b) is subsequently disclosed to us by a third party not known by us to be violating a duty of confidentiality to you, (c) becomes publicly available through no fault of ours or (d) is required by law, court order or regulatory authority or agency to be disclosed. We may also disclose information to our officers, members, employees, agents, contractors and advisors for purposes of providing our services. This Agreement may be disclosed to any court in connection with any attempt by us to enforce the terms of this Agreement, including seeking payment for services rendered to Client. Client gives Association Reserves the right to discuss this matter with attorneys, accountants, representatives, and other agents for the Client. This extends to other parties that we may designate as well as other individuals designated by Association Reserves including any colleagues of Association Reserves from whom professional information or services are sought.

7. Association Reserves' Reliance

In performing our work, we will be relying on the accuracy, reliability, and completeness of the information Client or its agents provide, including contracts, financial, and non-financial information. We will attempt to obtain and compile the data used in this engagement from reliable sources, but cannot guaranty the accuracy or completeness of third party information. In accordance with National Reserve Study Standards, information provided by Client or its agents regarding financial details, component physical details and/or quantities, or historical issues/conditions will be deemed reliable for use in preparing the Reserve Study, and is not intended to be used for the purpose of performing any type of audit, quality/forensic analysis, or background checks of historical records. For "Full" Reserve Study levels of service, we attempt to establish measurements and component quantities within 5% accuracy through a combination of on-site measurements and observations, review of any available building plans or drawings, and/or any other reliable means. For "Update, With Site Visit" and "Update, No Site Visit" Reserve Study levels of service, the Client is considered to have deemed previously developed component quantities as accurate and reliable, including quantities that may have been established by other individuals or firms.

8. Client's Reliance

Our engagement is not intended to and cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. Client understands that we will not audit, review, compile any financial statements, forecasts or other information, and we will not express an opinion or any form of assurance on them.

9. Limitations on Use of Our Work

Any documents and work product (regardless of form) generated by Association Reserves pursuant to this engagement are the sole and exclusive property of Association Reserves. Such documents and work product are not intended for general circulation or publication, nor are they to be reproduced, copied, quoted or used for any other purpose without prior written permission from Association Reserves in each specific instance.

10. Document/Evidence Retention

It is not our practice to retain working papers, notes, or data files that have been updated or superseded. If you wish us to follow a different retention practice, please indicate your specific request(s) in writing when returning a copy of this Agreement. The working papers and other materials created by us during this engagement are our property. Association Reserves shall have no duty to retain any copies of documents provided to us for more than 90 days after the termination of this Agreement, or 90 days after the date the final Reserve Study is submitted to you, whichever is earlier. At the Client's expense, we will return original materials and documents supplied to us by the Client if a written request to do so is received by Association Reserves within the 90 days after the termination of this Agreement, or 90 days after the date the final Reserve Study is submitted to you, whichever is earlier.

11. Termination

Our engagement is terminable at any time upon written notice by you or by Association Reserves. Additionally, we will refuse to perform any requested act that we deem a violation of law, public policy, or our professional ethical standards,

and may, as a result withdraw from the engagement without penalty. If we withdraw from this engagement, or the Client terminates our services for any reason or for no reason, the Client shall immediately pay Association Reserves for all services performed, and all expenses incurred by Association Reserves. If we are unable to complete the engagement for any reason caused by the Client, the Client shall immediately pay Association Reserves for all services performed, and all expenses incurred by Association Reserves.

- (a) **Cancellation Fee: Client understands and agrees that, if Option B (“Full Reserve Study with Loyalty Update Plan”) is selected, the Client may choose to cancel the Plan after completion of the initial Full Reserve Study, with no commitment to proceed with the subsequent update Studies. In this case, the Client agrees to pay AR a cancellation fee equal to 10% of the Fee quoted for Option A (“Full Reserve Study”) in this proposal, payable concurrently with the giving of written notice of cancellation.**

12. Limitation on Damages; Contribution and Limitation on Actions

(a) Association Reserves will not be liable to the Client for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Agreement for an aggregate amount in excess of the fees paid or owing to Association Reserves for services rendered by Association Reserves under the Agreement. In no event, will Association Reserves be liable to the Client for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this Section will apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort or otherwise.

(b) In circumstances where all or any portion of the foregoing provisions of this Section are finally judicially determined to be unavailable, Association Reserves' aggregate liability for any actions, damages, claims, liabilities, costs, expenses or losses arising out of or relating to the services performed under the Agreement will not exceed an amount that is proportional to the relative fault that Association Reserves' conduct bears to all other conduct giving rise to such actions, damages, claims, liabilities, costs, expenses or losses.

(c) No action, regardless of form, arising out of or relating to this Agreement, may be brought by the Client against Association Reserves more than one year after the cause of action has accrued.

(d) To the fullest extent of the law, Client shall indemnify, defend and hold harmless Association Reserves, its officers, employees, agents, representatives, affiliates, consultants, and contractors from and against any and all losses, costs, penalties, fines, damages, claims, actions, expenses (including attorney's fees) or liabilities arising out of, resulting from, or in connection with the services contemplated by this Agreement.

(e) You agree to pay our attorneys' fees and costs incurred in the event we have to retain an attorney and/or initiate litigation to collect any unpaid balance for our services.

(f) In the event that Association Reserves is requested pursuant to subpoena, or other legal process, to provide testimony or produce its documents relating to this engagement in judicial or administrative proceedings to which Association Reserves is not a party, Client shall reimburse us at standard billing rates for our professional time and expenses, including reasonable and necessary attorney's fees and costs incurred by Association Reserves responding, resisting, and/or complying with such request(s). We reserve the right to engage our own counsel to respond, resist, and/or comply with such request(s), and Client shall reimburse Association Reserves for such attorney's fees and costs incurred by Association Reserves responding, resisting, and/or complying with such request(s).

13. Force Majeure.

Association Reserves will not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

14. Governing law.

The laws of the State of Florida shall govern the construction, interpretation and enforcement of this Agreement. You agree that venue and jurisdiction for any suit arising under this Agreement shall be exclusively in the state courts located in Broward County, Florida, to the exclusion of all other courts, federal or otherwise.

15. Waiver of Jury Trial.

EXCEPT AS PROHIBITED BY LAW, NO PARTY TO THIS AGREEMENT, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING OR COUNTERCLAIM BASED UPON, OR ARISING OUT OF THIS AGREEMENT, THE SERVICES PROVIDED HEREUNDER, THE FINANCIAL OBLIGATIONS ARISING HEREUNDER OR THE RELATIONSHIP BETWEEN ANY OF THE PARTIES TO THIS AGREEMENT.

16. Non-Waiver.

There is to be no change or waiver of any provisions of this Agreement unless the change is in writing and signed by all parties to this Agreement.

17. Miscellaneous.

(a) Communications. Association Reserves may communicate with the Client by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. The Client accepts the inherent risks of these forms of communication, including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices.

(b) A facsimile or electronic copy hereof shall be considered binding and legally sufficient for all purposes. The terms of this Agreement are subject to change if not executed and returned to us within 180 days of the date of this Agreement.

(c) Independent Contractor. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is or will be considered an agent, distributor or representative of the other. Neither party will act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

(d) Entire Agreement. This Agreement constitutes the entire agreement between Association Reserves and the Client with respect to this engagement and supersedes all other oral and written representations, understandings or agreements concerning the subject matter hereof.

(e) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

18. Revision policy

In the event there is a material error or discrepancy identified within the Reserve Study, upon the Client's written request to us, we will gladly revise the study at no charge to the Client for a period of up to 60 days following our initial delivery of the completed study. The foregoing is limited to one revision of the initial completed study. Other requests for changes, or requests made greater than 60 days following our initial delivery of the study may be approved by us in our sole discretion and at an additional cost to the Client. If approved, revisions will be billed at the rate of \$150.00/hour with a one-hour minimum.

19. Proposal expiration date

Pricing shown here is valid for up to 90 days after the date of this proposal. After that date, Association Reserves may at its discretion honor the proposal, or reserves the right to offer a new proposal to the Client.

Scope of Work, Schedule & Fees

Option A: Full Reserve Study

Full Reserve Study: **\$8,480**



A Full Reserve Study is required when the Client has no prior Reserve Study, or wishes to start “from scratch” with a completely new study. This level of service is defined by National Reserve Study Standards as an engagement during which the following five Reserve Study tasks are performed for the first time: Component Inventory, Condition Assessment (based upon on-site visual observations), Life and Valuation Estimates, Fund Status and Funding Plan.

- **Note:** If your property has had a prior Reserve Study (even if conducted by another provider) that you wish to have updated, please contact our office for Reserve Study Update pricing options. A complete copy of the prior study must be available for our review prior to submitting a new proposal.

Option B: Full Reserve Study with Loyalty Update Plan (3-year Agreement)

Year 1: Full Reserve Study: **\$7,632 (includes 10% discount!)**

Year 2: Update, No-Site-Visit Reserve Study: **\$1,700**

Year 3: Update, No-Site-Visit Reserve Study: **\$1,700**



Updating your Reserve Study on a regular basis helps your property stay on track financially. This option helps you do that! Take advantage of a discounted fee on your initial Reserve Study, plus save money by locking in the price of your future updates!

This option is a three-year plan, including your initial Full Reserve Study (see Full Reserve Study description above), plus two No-Site-Visit updates performed over the following two consecutive fiscal years. Each No-Site-Visit update consists of the same general process and resulting report as a Full Reserve Study, except that in lieu of re-visiting the property, we will review all recent project history and financial information with the Client in order to properly update the component list and create an updated Financial Analysis.

Scope of Work, Schedule & Fees

Proposal Date: March 28, 2024

Client Name: East Nassau Stewardship District, Inc.

Proposal Number: 52187-0

Schedule & Next Steps:

Once we receive your signed proposal, our office will provide you with a deposit invoice and Reserve Study Information Forms for you to complete. Inspections will be scheduled in the order in which payment and Information Forms are received by our office. Due to recent changes to the Florida legislative requirements affecting thousands of condominiums and co-ops, our office has been experiencing significantly higher demand for our services, which has resulted in longer than normal lead times. The approximate timeline to conduct your inspection may vary depending on our current workload at any point in time. Estimated delivery of your completed study is within six weeks of completion of the inspection.

Payment Terms:

Payment is required in two installments: 50% of the fee will be invoiced upon acceptance of this proposal. The remaining 50% balance will be invoiced following initial delivery of the Reserve Study.

Choose One Option:

Full Reserve Study

\$8,480

Full Reserve Study (w/ Loyalty Update Plan)*

\$7,632

****Cost of subsequent updates to be billed in second and third years of the Plan.***

By signing below, the person signing this agreement on behalf of Client represents and warrants that he/she has the authority to do so, and agrees to the Standard Terms and Conditions attached hereto. Signed proposals can be emailed to wsimons@reservestudy.com, or faxed to (954) 210-7926.

Approved, Accepted and Agreed to on behalf of East Nassau Stewardship District, Inc.:

Print Name:

Title:

Signature:

Date:

**EAST NASSAU
STEWARDSHIP DISTRICT**

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**SECOND AMENDMENT TO
LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT**

This **Second Amendment** ("**Second Amendment**") is made and entered into by the following parties to be effective as of 1st day of April 2024:

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

THE GREENERY OF NORTH FLORIDA, Inc., a Florida corporation, with a local address of 1417 Avery Road, Amelia Island, Florida 32034 ("**Contractor**").

RECITALS

WHEREAS, the District and Contractor entered into that certain *Landscape and Irrigation Maintenance Agreement*, dated October 1, 2023, as amended by that *First Amendment to Landscape and Irrigation Maintenance Agreement*, dated February 15, 2024 (together "**Maintenance Agreement**"); and

WHEREAS, Section 7.H. of the Maintenance Agreement provides that the Maintenance Agreement may be amended by an instrument in writing executed by both Parties; and

WHEREAS, the District and Contractor now desire to add additional services to the scope of Work (as defined in the Maintenance Agreement) as more particularly described in Contractor's proposal attached hereto as **Exhibit A** ("**Additional Work**") and provide for additional compensation related to same; and

WHEREAS, the District and Contractor each have the requisite authority to execute this 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 of which and sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Second Amendment.

2. AFFIRMATION OF THE MAINTENANCE AGREEMENT. The District and Contractor agree that nothing contained herein shall alter or amend the parties' rights and obligations under the Maintenance Agreement, except to the extent set forth in Section 3 of this Second Amendment.

The Maintenance Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. To the extent that any terms of **Exhibit A** conflict with the terms of the Maintenance Agreement or this Second Amendment, the Maintenance Agreement and this Second Amendment controls.

3. AMENDMENTS. Pursuant to Sections 7.H. of the Maintenance Agreement the Maintenance Agreement is hereby amended as follows:

A. The Scope of Services as provided in Section 2.A is amended and supplemented to include the Additional Work provided in Contractor's proposal attached hereto as **Exhibit A**.

B. Section 3.B., Compensation, is amended and supplemented to include the pricing for Additional Work in **Exhibit A**, and payment shall be due and payable in accordance with the terms of the Maintenance Agreement.

4. EFFECTIVE DATE. This Second Amendment shall become effective upon full execution of the parties, as of the date first written above.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have signed this Second Amendment to the Maintenance Agreement on the day and year first written above.

ATTEST:

EAST NASSAU STEWARDSHIP DISTRICT

By: _____
 Secretary
 Assistant Secretary

By: _____
 Chairperson
 Vice Chairperson

WITNESS:

THE GREENERY OF NORTH FLORIDA, INC.

By: _____
Its: _____

By: _____
Its: _____

Exhibit A: Proposal for Additional Work

Exhibit A



843-785-3848 | PO BOX 6369 | HIRSH HAVEN, SC 29928

Addendum to Commercial Landscape Maintenance Contract

THIS ADDENDUM #2 is made and entered into as of the 17th day of January, 2024 by and between East Nassau Stewardship District and THE GREENERY, INC., ("Greenery").

WITNESSETH

WHEREAS, East Nassau Stewardship District and The Greenery executed a Commercial Landscape Maintenance Contract dated the 1st of October, 2023 for the provision of Landscaping and Maintenance Services.

WHEREAS, the parties desire to amend the Agreement in order to modify the cost of maintenance, scope of work and terms of monthly payment associated therewith to the Agreement;

NOW, THEREFORE, for and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

ADDENDUM # 2: Effective Date: February 1, 2024

i. Modification to Scope of Work

- A. Addition of Area "Crestown" highlighted on the map
- Includes 6 turf applications
 - Includes 2 ornamental applications
 - Includes monthly irrigation wet checks
 - Includes mowing of the pond banks weekly in the growing season and as needed in the off season
 - Pinestraw will be invoiced separately at time of service

\$10,241.50/month.

See attached pricing matrix



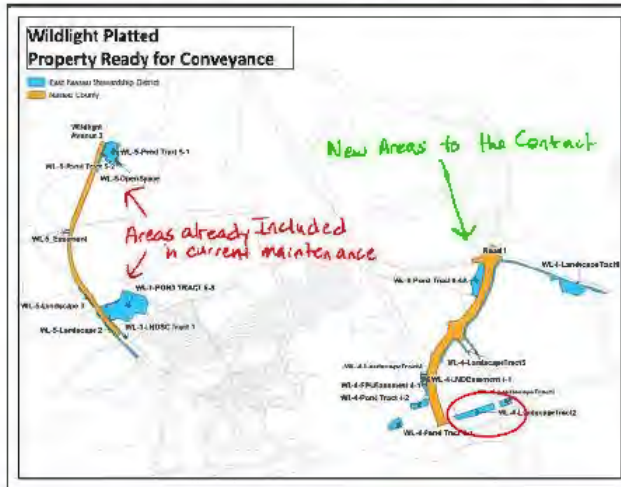
843-785-3848 | PO BOX 6569 | Hilton Head, SC 29938

Addendum to Commercial Landscape Maintenance Contract

THIS ADDENDUM #2 is made and entered into as of the 17th day of January 2024 by and between East Nassau Stewardship District and THE GREENERY, INC., ("Greenery").

Revised Pricing - Summary

	Monthly \$	Annual \$
Original Contract Total	\$ 41,583.00	\$ 498,996.00
Addendum #1	\$ 3,036.00	
Addendum #2	\$ 10,241.50	
Addition of Crosstown		
Revised Contract Total Year 1	\$ 54,860.50	
Year 2 Contract Amount	\$ 56,506.00	\$ 678,072.00
Year 3 Contract Amount	\$ 58,201.00	\$ 698,412.00



Commented [RMK1]: Ernesto/Daphne, please update with updated proposal excluding the red-circled area (see map on the next page) for the agenda packet

**EAST NASSAU
STEWARDSHIP DISTRICT**

7

RESOLUTION 2024-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF EAST NASSAU STEWARDSHIP DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES AND NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING EMERGENCY EXPENSES; PROVIDING FOR RATIFICATION OF SUCH EXPENSES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, 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 ("Act"), for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, Section 6(e) of the Act authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors of the District (hereinafter the "Board") typically meet monthly to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board may establish monthly, quarterly, or other meeting dates not on a monthly basis, or may cancel regularly scheduled monthly meetings from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, establishing meeting schedules outside of monthly meetings may interfere with the timely approval of disbursements and payment of expenses; and

WHEREAS, Rule 1.1(2) of the District's Amended and Restated Rules of Procedure (hereinafter collectively referred to as "Rules"), effective January 16, 2020, contemplates that the Board may delegate authority to contract or make expenditures on behalf of the District; and

WHEREAS, the Board hereby determines that for purposes of administrative and accounting necessity, it is in the best interest of the District, and necessary for the conduct of District business, to adopt a policy governing the disbursement of funds without prior approval by the Board, as set forth below.

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

SECTION 1. Continuing Expenses. The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

1. The invoices must be due on or before the next scheduled meeting of the Board of Supervisors.
2. The invoice must be pursuant to a contract or agreement authorized by the Board of Supervisors.
3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.
4. The invoice amount will not cause payments to exceed the adopted budget of the District.

SECTION 2. Non-Continuing Expenses. The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required to provide for the health, safety, and welfare of the residents within the District; 2) repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding \$10,000 with approval of the District Manager;
2. Non-Continuing Expenses greater than \$10,000, but not exceeding \$15,000, with approval of the District Manager and Chairman of the Board of Supervisors.

SECTION 3. Emergency Expenses. For emergency expenses exceeding the authorization in Section 2 above, and in the event that an emergency meeting of the Board cannot timely be convened pursuant to the District's Rule 1.3(6) and Florida law, the Board hereby authorizes the disbursement of funds in any amount necessary to address any emergency condition affecting the District, but only with the prior written approval of (i) the District Manager and (ii) the Chairperson of the Board of Supervisors, or in his or her absence, the Vice Chairperson, or in his or her absence, the Secretary or any Assistant Secretary of the District. For purposes of this Resolution, the term "emergency expense" means a purchase or payment necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the delay of waiting for a board meeting would be detrimental to the interests of the District. This includes, but is not limited to, instances where delay will jeopardize the funding for the project, will materially increase the cost of the project, will likely cause damage to property, will prejudice the District's interest in a project already in progress, or will create an undue hardship on the public health, safety, or welfare.

SECTION 4. Board Consideration. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

SECTION 4. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. Effective Date; Conflicts. This Resolution shall take effect upon the passage and adoption by the Board and shall remain in effect unless rescinded or repealed. All

District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed. Nothing herein shall constitute or be construed to invalidate any prior expenditures of the District made in compliance with the District's Rule 1.1(2).

PASSED AND ADOPTED THIS 18TH DAY OF APRIL, 2024.

ATTEST:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

**EAST NASSAU
STEWARDSHIP DISTRICT**

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**EAST NASSAU STEWARDSHIP DISTRICT WORK
AUTHORIZATION NO. 6
TRAFFIC CALMING ANALYSIS**

Scope of Work

England, Thims & Miller, Inc. shall provide consulting engineering services to the East Nassau Stewardship District for the analysis of existing and proposed traffic calming devices associated with District roadways. Services shall include, but not be limited to:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Review of existing traffic patterns on District Roadways 2. Review of established speed limits on District roadways 3. Review of existing traffic calming devices on District roadways | <ol style="list-style-type: none"> 4. Coordination with Nassau County as applicable 5. Coordination with District Staff 6. Preparation of an overall traffic calming study report with associated exhibits |
|---|---|

The outlined services shall be performed on a time and material basis at the currently approved rate and expense schedule. The estimated fee shall not be exceeded without further authorization. This estimated fee is not a guaranteed maximum cost. Upon completion of the analysis, a final report of findings and recommendations will be provided to the Board for their use in determining what traffic calming elements may or may not be utilized on District Roadways.

ESTIMATED FEE.....\$40,000.00

**ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE – 2024***

CEO/CSO.....	\$400.00	/Hr.
President.....	\$350.00	/Hr.
Executive Vice President.....	\$335.00	/Hr.
Vice President.....	\$260.00	/Hr.
Senior Engineer/ Senior Project Manager.....	\$215.00	/Hr.
Project Manager.....	\$200.00	/Hr.
Director.....	\$185.00	/Hr.
Engineer.....	\$175.00	/Hr.
Assistant Project Manager.....	\$155.00	/Hr.
Senior Planner /Planning Manager.....	\$200.00	/Hr.
Senior Environmental Scientist.....	\$215.00	/Hr.
Planner.....	\$163.00	/Hr.
CEI Senior Project Engineer.....	\$230.00	/Hr.
CEI Project Manager/Project Administrator.....	\$184.00	/Hr.
CEI Senior Inspector.....	\$163.00	/Hr.
CEI Inspector.....	\$132.00	/Hr.
Senior Landscape Architect.....	\$184.00	/Hr.
Landscape Architect.....	\$165.00	/Hr.
Senior Technician/Senior Specialist.....	\$163.00	/Hr.
GIS Program Manager.....	\$180.00	/Hr.
GIS Analyst.....	\$140.00	/Hr.
GIS Consultant.....	\$150.00	/Hr.
Senior Engineering Designer / Senior LA Designer.....	\$160.00	/Hr.
Engineering Intern.....	\$140.00	/Hr.
Engineering/Landscape Designer.....	\$140.00	/Hr.
CADD/GIS Technician.....	\$132.00	/Hr.
Project Coordinator / CSS.....	\$100.00	/Hr.
Administrative Support.....	\$95.00	/Hr.

*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.

Cost such as subconsultants, printing, telephone, delivery service, mileage and travel shall be invoiced at direct costs plus 15%.

Time of Performance

Services rendered will commence upon District approval and will be completed in a timely manner.

Approval

Submitted by: _____
England, Thims & Miller, Inc.

Date: _____

Approved by: _____
East Nassau Stewardship District

Date: _____

**EAST NASSAU
STEWARDSHIP DISTRICT**

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wildlight

Wildlight Residential Association, Inc.
57 Homegrown Way, Suite 303
Wildlight, FL 32097
Office: (904) 530-1559

April 18, 2024

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

Re: East Nassau Stewardship District (“**District**”)
Request for Acquisition of Cointoss Park Trail, Cointoss Pond and Mobility Trail
Easement and Related Improvements

Dear Craig:

Please be advised that Wildlight Residential Association, Inc. (“**Association**”) wishes to convey to the District the real property and related improvements and associated work products (collectively, the “**Improvements**”), all as more particularly described in **Exhibit A** attached hereto. The Improvements were included in the District’s overall capital improvement program (“**Capital Improvement Program**”) as described in *Engineers Report for Central Planning Area*, dated August 10, 2017, as amended and supplemented by that *Engineers Report for Wildlight Village Phase 2*, dated February 18, 2021, revised March 26, 2021, and the *Supplemental Engineers Report for Series 2021 Project, Wildlight Village Phase 2*, dated March 26, 2021 (collectively, the “**Engineer’s Report**”). The Improvements were built by Wildlight LLC (“**Developer**”) and inadvertently turned over to the Association, rather than directly to the District as a part of its intended Capital Improvement Program. Therefore, this request for clean-up conveyance of the Improvements is administrative in nature and there is no request for reimbursement for the Improvements costs.

We look forward to working with the District on this conveyance.

Sincerely,
WILDLIGHT RESIDENTIAL ASSOCIATION, INC.

Michael Hahaj

Digitally signed by Michael Hahaj
DN: cn=US, email=Emike.hahaj@raydient.com, o=Raydient,
ou=Community Development, cn=Michael Hahaj
Reason: I am approving this document
Contact Info: 904-646-7696
Date: 2024.04.16 10:08:42-04'00'

Name: Mike Hahaj
Its: President

Exhibit A Description of Improvements

cc: Michelle Rigoni, District Counsel
Zach Brecht, District Engineer
Wes Hinton, Developer

EXHIBIT A

Description of Improvements and Tracts for Conveyance

COINTOSS PARK TRAIL

COINTOSS PARK TRAIL: All multi-use trail system infrastructure improvements, including concrete, aggregate and boardwalk hardscape features, plants, trees, timber, shrubbery, and other landscaping and related facilities constructed in and for the development of East Nassau - Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

Cointoss Park Trail:

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

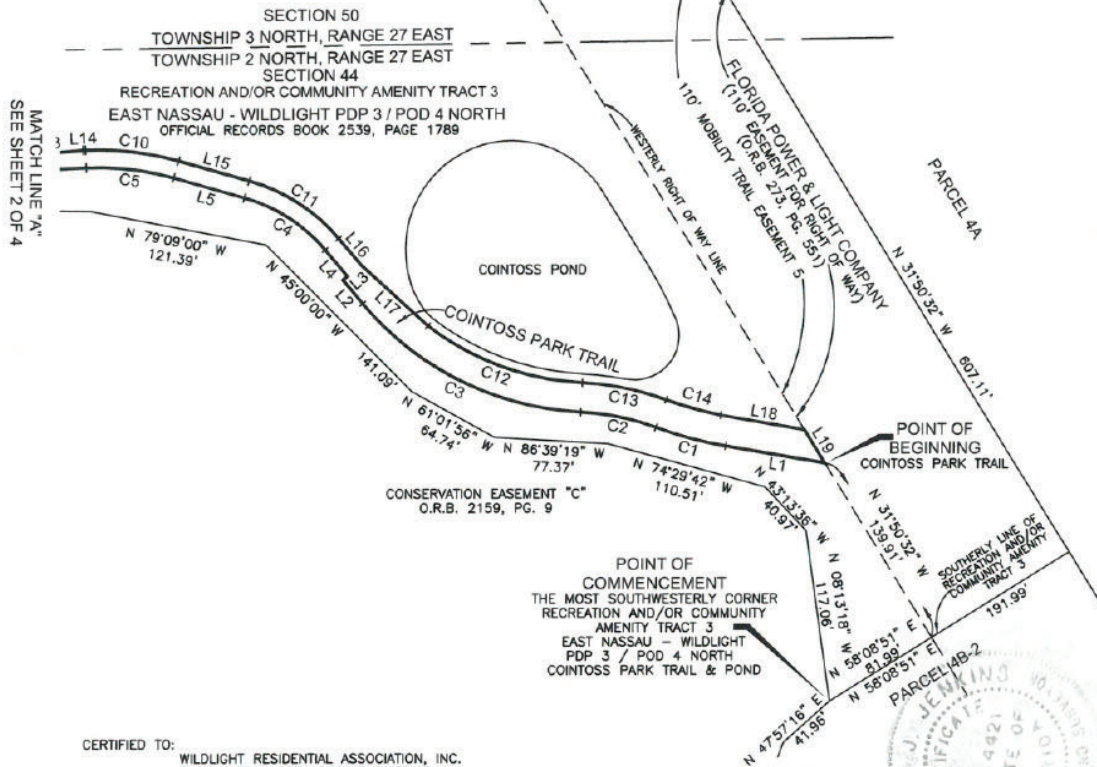
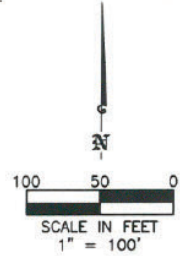
Commence at the most Southwesterly corner of Recreation and/or Community Amenity Tract 3, as shown on the plat of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida; thence on the Southerly line of said Recreation and/or Community Amenity Tract 3, N 58°08'51" E, a distance of 81.99 feet to a point on the Westerly Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way) as recorded in Official Records Book 273, page 551, of the public records of Nassau County, Florida; thence departing said Southerly line and on said Westerly Right of Way line, N 31°50'32" W, a distance of 139.91 feet to the Point of Beginning; thence departing said Westerly Right of Way line, N 80°17'24" W, a distance of 68.56 feet to the beginning of a curve, concave Northeast, having a radius of 264.00 feet and a central angle of 10°40'50"; thence on the arc of said curve, a distance of 49.21 feet said arc being subtended by a chord which bears N 74°56'59" W, a distance of 49.14 feet to a point of reverse curvature of a curve having a radius of 171.00 feet and a central angle of 17°28'16"; thence on the arc of said curve, a distance of 52.14 feet said arc being subtended by a chord which bears N 78°20'42" W, a distance of 51.94 feet to a point of reverse curvature of a curve having a radius of 209.00 feet and a central angle of 46°52'48"; thence on the arc of said curve, a distance of 171.01 feet said arc being subtended by a chord which bears N 63°38'26" W, a distance of 166.28 feet to the curves end; thence N 40°12'02" W, a distance of 21.16 feet; thence N 49°47'58" E, a distance of 4.00 feet; thence N 40°12'02" W, a distance of 23.53 feet to the beginning of a curve, concave Southwest, having a radius of 112.00 feet and a central angle of 33°59'29"; thence on the arc of said curve, a distance of 66.45 feet said arc being subtended by a chord which bears N 57°11'46" W, a distance of 65.48 feet to the curves end; thence N 74°11'31" W, a distance of 50.07 feet to the beginning of a curve, concave Southwest, having a radius of 188.00 feet and a central angle of 18°17'31"; thence on the arc of said curve, a distance of 60.02 feet said arc being subtended by a chord which bears N 83°20'16" W, a distance of 59.76 feet to the curves end; thence S 87°30'59" W, a distance of 171.78 feet to the beginning of a curve, concave Northerly, having a radius of 1000.00 feet and a central angle of 6°25'28"; thence on the arc of said curve, a distance of 112.13 feet said arc being subtended by a chord which bears N 89°16'17" W, a distance of 112.07 feet to the curves end; thence N 86°03'33" W, a distance of 81.85 feet to the beginning of a curve, concave Southeast, having a radius of 68.00 feet and a central angle of 71°34'46"; thence on the arc of said curve, a distance of 84.95 feet said arc being subtended by a chord which bears S 58°09'04" W, a distance of 79.53 feet to the curves end; thence S 20°28'30" W, a distance of 0.15 feet to a point on the Westerly line of the aforesaid Recreation and/or Community Amenity Tract 3; thence on said Westerly line, N 17°04'43" W, a distance of 14.51 feet to a point on a curve, concave Southeast, having a radius of 78.00 feet and a central angle of 63°25'44"; thence departing said Westerly line and on the arc of said curve, a distance of 86.35 feet said arc being subtended by a chord which bears N 62°13'35" E, a distance of 82.01 feet to the curves end; thence S 86°03'33" E, a distance of 81.85 feet to the beginning of a curve, concave Northerly, having a radius of 990.00 feet and a central angle of 6°25'28"; thence on the arc of said curve, a distance of 111.01 feet said arc being subtended by a chord which bears S 89°16'17" E, a distance of 110.95 feet to the curves end; thence N 87°30'59" E, a distance of 122.20 feet; thence N 85°07'49" E, a distance of 48.04 feet; thence N 87°30'59" E, a distance of 1.58 feet to the beginning

of a curve, concave Southwest, having a radius of 200.00 feet and a central angle of $18^{\circ}17'31''$; thence on the arc of said curve, a distance of 63.85 feet said arc being subtended by a chord which bears $S 83^{\circ}20'16'' E$, a distance of 63.58 feet to the curves end; thence $S 74^{\circ}11'31'' E$, a distance of 50.07 feet to the beginning of a curve, concave Southwest, having a radius of 124.00 feet and a central angle of $33^{\circ}59'29''$; thence on the arc of said curve, a distance of 73.56 feet said arc being subtended by a chord which bears $S 57^{\circ}11'46'' E$, a distance of 72.49 feet to the curves end; thence $S 40^{\circ}12'02'' E$, a distance of 23.53 feet; thence $S 47^{\circ}55'20'' E$, a distance of 61.88 feet to the beginning of a curve, concave Northeast, having a radius of 189.00 feet and a central angle of $34^{\circ}36'53''$; thence on the arc of said curve, a distance of 114.18 feet said arc being subtended by a chord which bears $S 69^{\circ}46'23'' E$, a distance of 112.45 feet to a point of reverse curvature of a curve having a radius of 191.00 feet and a central angle of $17^{\circ}28'16''$; thence on the arc of said curve, a distance of 58.24 feet said arc being subtended by a chord which bears $S 78^{\circ}20'42'' E$, a distance of 58.02 feet to a point of reverse curvature of a curve having a radius of 244.00 feet and a central angle of $9^{\circ}04'43''$; thence on the arc of said curve, a distance of 38.66 feet said arc being subtended by a chord which bears $S 74^{\circ}08'56'' E$, a distance of 38.62 feet to the curves end; thence $S 80^{\circ}11'43'' E$, a distance of 57.66 feet to a point on the aforesaid Westerly Right of Way line; thence on said Westerly Right of Way line, $S 31^{\circ}50'32'' E$, a distance of 26.73 feet to the Point of Beginning.

MAP SHOWING SKETCH & DESCRIPTION
OF

A PARCEL OF LAND, BEING A PORTION OF
RECREATION AND/OR COMMUNITY AMENITY TRACT 3, AS SHOWN ON THE PLAT OF
EAST NASSAU - WILDLIGHT PDP 3 / POD 4 NORTH AS RECORDED IN OFFICIAL RECORDS
BOOK 2539, PAGE 1789, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

ACREAGE TABLE	
COINTOSS PARK TRAIL	0.32 ACRES±



CERTIFIED TO:
WILDLIGHT RESIDENTIAL ASSOCIATION, INC.
EAST NASSAU STEWARDSHIP DISTRICT

REVISED: 03/11/2024 CHANGE DESCRIPTION

SEE SHEET 3 FOR GENERAL NOTES AND SHEET 4 FOR DESCRIPTION
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 4

Richard J. Jenkins
RICHARD J. JENKINS, DATED 03/07/2024
FLORIDA REGISTERED LAND SURVEYOR NO. 4421
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

 LD BRADLEY LAND SURVEYORS Old World Knowledge... New Age Technology	SHEET 1 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.: A-24-196-1 CHECKED BY: RJJ	DATE: 03/07/2024 CAD FILE: 24196-1.DWG

COINTOSS POND

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

Cointoss Pond:

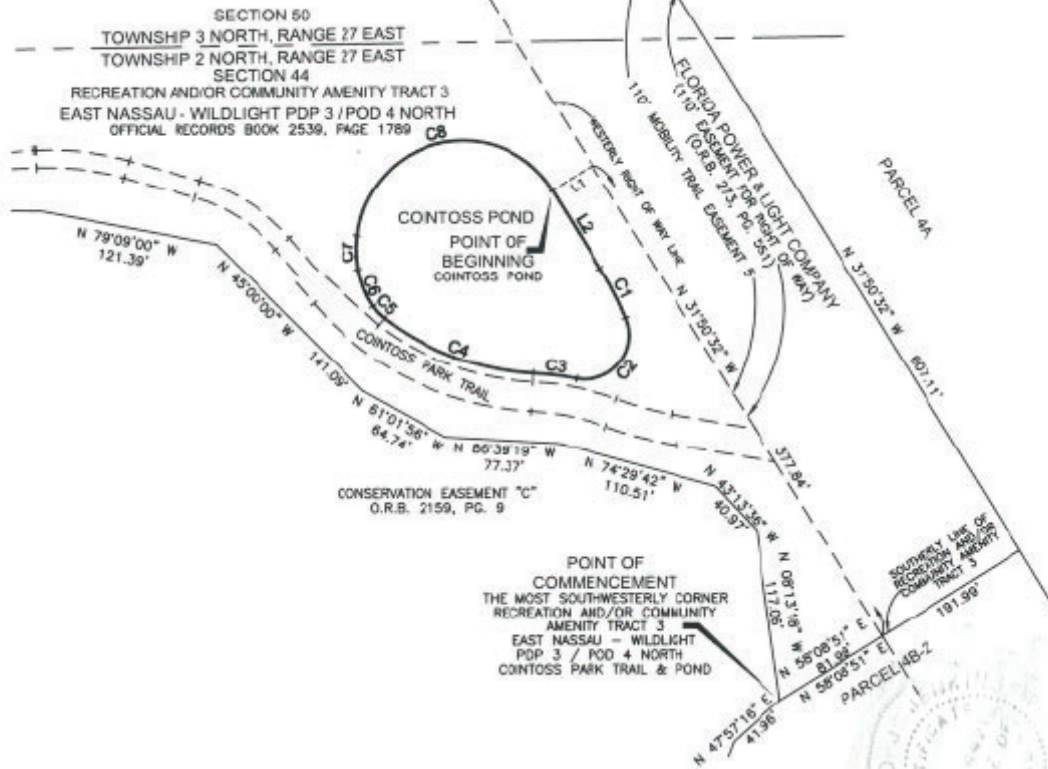
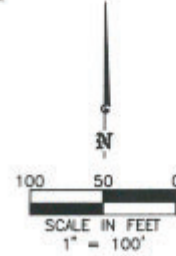
A parcel of land, being a portion of Recreation and/or Community Amenity Tract 3, as shown on the plat of East Nassau - Wildlight PDP 3 / POD 4 North recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida and being more particularly described as follows:

Commence at the most Southwesterly corner of Recreation and/or Community Amenity Tract 3, as shown on the plat of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida; thence on the Southerly line of said Recreation and/or Community Amenity Tract 3, N 58°08'51" E, a distance of 81.99 feet to a point on the Westerly Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way) as recorded in Official Records Book 273, page 551, of the public records of Nassau County, Florida; thence departing said Southerly line and on said Westerly Right of Way line, N 31°50'32" W, a distance of 377.84 feet; thence departing said Westerly Right of Way line, S 58°09'28" W, a distance of 31.82 feet to the Point of Beginning; thence S 31°50'32" E, a distance of 62.53 feet to the beginning of a curve, concave Southwest, having a radius of 240.00 feet and a central angle of 9°10'10"; thence on the arc of said curve, a distance of 38.41 feet said arc being subtended by a chord which bears S 27°15'26" E, a distance of 38.37 feet to a point of compound curvature of a curve having a radius of 30.00 feet and a central angle of 124°05'24"; thence on the arc of said curve, a distance of 64.97 feet said arc being subtended by a chord which bears S 39°22'21" W, a distance of 53.00 feet to a point of reverse curvature of a curve having a radius of 197.00 feet and a central angle of 8°29'52"; thence on the arc of said curve, a distance of 29.22 feet said arc being subtended by a chord which bears N 82°49'53" W, a distance of 29.19 feet to a point of reverse curvature of a curve having a radius of 183.00 feet and a central angle of 34°36'53"; thence on the arc of said curve, a distance of 110.56 feet said arc being subtended by a chord which bears N 69°46'23" W, a distance of 108.88 feet to a point of compound curvature of a curve having a radius of 35.00 feet and a central angle of 18°38'09"; thence on the arc of said curve, a distance of 11.38 feet said arc being subtended by a chord which bears N 43°08'52" W, a distance of 11.33 feet to a point of compound curvature of a curve having a radius of 65.00 feet and a central angle of 24°00'43"; thence on the arc of said curve, a distance of 27.24 feet said arc being subtended by a chord which bears N 21°49'30" W, a distance of 27.04 feet to a point of compound curvature of a curve having a radius of 84.00 feet and a central angle of 15°40'36"; thence on the arc of said curve, a distance of 22.98 feet said arc being subtended by a chord which bears N 01°58'50" W, a distance of 22.91 feet to a point of compound curvature of a curve having a radius of 72.00 feet and a central angle of 142°18'01"; thence on the arc of said curve, a distance of 178.82 feet said arc being subtended by a chord which bears N 77°00'28" E, a distance of 136.28 feet to the Point of Beginning.

MAP SHOWING SKETCH & DESCRIPTION
OF

A PARCEL OF LAND, BEING A PORTION OF
RECREATION AND/OR COMMUNITY AMENITY TRACT 3, AS SHOWN ON THE PLAT OF
EAST NASSAU - WILDLIGHT PDP 3 / PCD 4 NORTH AS RECORDED IN OFFICIAL RECORDS
BOOK 2539, PAGE 1789, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

ACREAGE TABLE	
CONTOSS POND	0.46 ACRES±



CERTIFIED TO:
WILDLIGHT RESIDENTIAL ASSOCIATION, INC.
EAST NASSAU STEWARDSHIP DISTRICT

SEE SHEET 2 FOR GENERAL NOTES AND SHEET 3 FOR DESCRIPTION
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 3

Richard Jenkins
RICHARD J. JENKINS, DATED 03/07/2024
FLORIDA REGISTERED LAND SURVEYOR NO. 4421
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

 LD BRADLEY LAND SURVEYORS Old World Knowledge... New Age Technology	SHEET 1 OF 3	L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063 PHONE (904) 786-6400 FAX (904) 786-1479 LICENSED BUSINESS No. 6888
	W.O. NC.: A-24-196-2 CHECKED BY: RJJ	DATE: 03/07/2024 CAD FILE: 24196-2.DWG

MOBILITY TRAIL EASEMENT

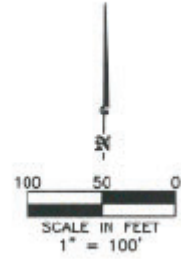
FPL 110' MOBILITY TRAIL EASEMENT 5: All multi-use trail system infrastructure improvements, including concrete, aggregate and boardwalk hardscape features, plants, trees, timber, shrubbery, and other landscaping and related facilities constructed in and for the development of East Nassau – Wildlight PDP 3 / Pod 4 North, located on portions of the real property described in the following legal description:

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

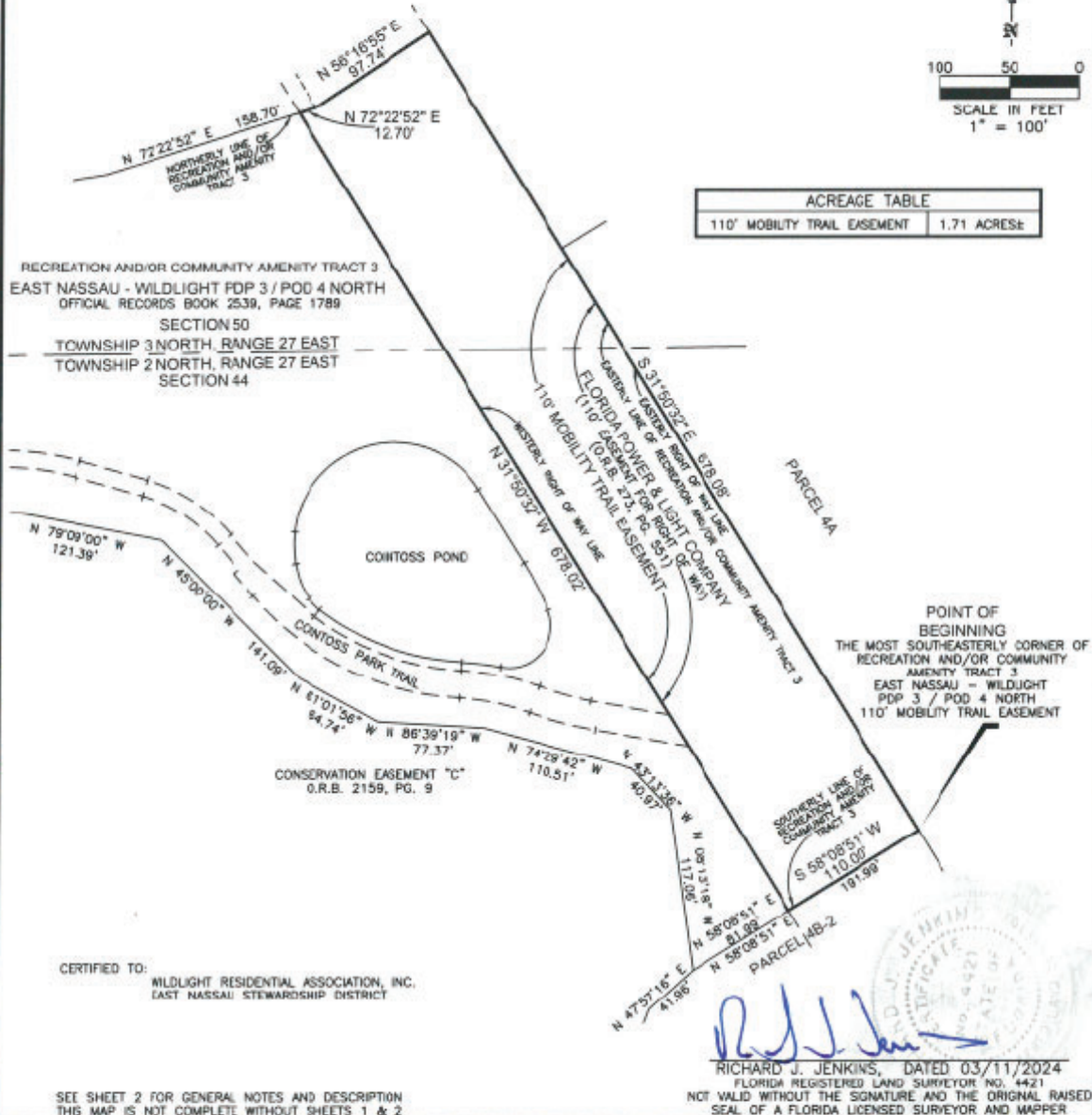
Begin at the most Southeasterly corner of Recreation and/or Community Amenity Tract 3, as shown on the plat of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida; thence on the Southerly line of said Recreation and/or Community Amenity Tract 3, S 58°08'51" W, a distance of 110.00 feet to a point on the Westerly Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way) as recorded in Official Records Book 273, page 551, of the public records of Nassau County, Florida; thence departing said Southerly line and on said Westerly Right of Way line, N 31°50'32" W, a distance of 678.02 feet to a point on the Northerly line of said Recreation and/or Community Amenity Tract 3; thence departing said Westerly Right of Way line and on said Northerly line for the next 2 courses, N 72°22'52" E, a distance of 12.70 feet; thence N 56°16'55" E, a distance of 97.74 feet to a point on the Easterly line of said Recreation and/or Community Amenity Tract 3 said point also being on the Easterly Right of Way line of the aforesaid Florida Power & Light Company; thence on said Easterly Right of Way line, S 31°50'32" E, a distance of 678.08 feet to the Point of Beginning.

MAP SHOWING SKETCH & DESCRIPTION

OF
A PARCEL OF LAND, BEING A PORTION OF
RECREATION AND/OR COMMUNITY AMENITY TRACT 3, AS SHOWN ON THE PLAT OF
EAST NASSAU - WILDLIGHT PDP 3 / POD 4 NORTH AS RECORDED IN OFFICIAL RECORDS
BOOK 2539, PAGE 1789, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.



ACREAGE TABLE	
110' MOBILITY TRAIL EASEMENT	1.71 ACRES±



CERTIFIED TO:
WILDLIGHT RESIDENTIAL ASSOCIATION, INC.
EAST NASSAU STEWARDSHIP DISTRICT

SEE SHEET 2 FOR GENERAL NOTES AND DESCRIPTION
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 & 2

[Signature]
RICHARD J. JENKINS, DATED 03/11/2024
FLORIDA REGISTERED LAND SURVEYOR NO. 4421
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

 LD BRADLEY LAND SURVEYORS Old World Knowledge... New Age Technology	SHEET 1 OF 2	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.: A-24-196-3 CHECKED BY: RJJ	DATE: 03/11/2024 CAD FILE: 24196-3.DWG

DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:

General (for bill of sale from Developer to CDD): Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements.

**EAST NASSAU
STEWARDSHIP DISTRICT**

10

wildlight

57 Homegrown Way Suite 303
Wildlight, FL 32097

Date: April 15, 2024

To: ENSD Board of Supervisors

From: Todd Haskett, Field Operations Manager

Re: Crosswalk Proposal (Floco Ave)

The development team has identified a location on Floco Ave. at Slash Pine Place that is in need of a crosswalk. The team worked with ETM to develop a plan which was provided to Vallencourt Construction to request a proposal.

The development team is recommending approval of the proposal in substantial form in an amount not to exceed \$21,027.66. Attached are proposals from Vallencourt for the construction of the crosswalk project and Harbinger for signs associated with the project.

I look forward to discussing the proposals further and answering any questions you may have.

Respectfully submitted,

Todd Haskett, CMCA, AMS, PCAM
Wildlight

THIS EXHIBIT DEPICTS PROPOSED SIGNING AND MARKING IMPROVEMENTS WITHIN EXISTING NASSAU COUNTY ROADWAYS, ALL IMPROVEMENTS SHALL MEET ALL APPLICABLE NASSAU COUNTY CODES.



MERGE LANE & SIGNAGE EXHIBIT

**WILDLIGHT
NASSAU COUNTY**

ETM **England-Thim & Miller, Inc.**
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 00002584 LC - 0000316

PLOTTED: December 7, 2023 - 10:12 AM, BY: Anthony Dornas
T:\2019\19-239\LandDev\Design\Working\Merge Lane and Golf Cart Signage\Wildlight - Merge Lane and Golf Cart Signage.dwg

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



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

To:	RAYDIENT PLACES + PROPERTIES	Contact:	Tommy Jinks
Address:	Wildlight Avenue, 1 Rayonier Way, Yulee, FL 32097 Yulee, FL 32097	Phone:	(844) 877-5263
Project Name:	Wildlight Merge Lane & Signage	Bid Number:	
Project Location:	Crosstown Blvd, Yulee, FL	Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001 General Conditions					
100	General Conditions	1.00	LS	\$6,475.52	\$6,475.52
Total Price for above 001 General Conditions Items:					\$6,475.52
007 Maintenance Of Traffic					
700	Maintenance of Traffic	1.00	LS	\$2,082.29	\$2,082.29
Total Price for above 007 Maintenance Of Traffic Items:					\$2,082.29
008 Demolition					
812	Demo Existing Curbs	40.00	LF	\$27.74	\$1,109.60
Total Price for above 008 Demolition Items:					\$1,109.60
013 Subsoil Stabilization					
1302	Subgrade for Sidewalk	26.00	SY	\$46.36	\$1,205.36
Total Price for above 013 Subsoil Stabilization Items:					\$1,205.36
017 Striping & Signs					
1700	Striping (Sidewalk)	1.00	LS	\$521.99	\$521.99
Total Price for above 017 Striping & Signs Items:					\$521.99
018 Curbs					
1800	Curbs	40.00	LF	\$36.00	\$1,440.00
Total Price for above 018 Curbs Items:					\$1,440.00
020 Sidewalks					
2002	6' Sidewalk	228.00	SF	\$7.79	\$1,776.12
2005	A.D.A. Handicap Ramps	2.00	EACH	\$299.99	\$599.98
2006	A.D.A. Mats	24.00	SF	\$46.20	\$1,108.80
Total Price for above 020 Sidewalks Items:					\$3,484.90

Total Bid Price: \$16,319.66

Notes:

- The above price excludes Landscaping & Irrigation
- The above price excludes Sunday Work

- The above price is based on the owner providing horizontal and vertical site control

Payment Terms:

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

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Vallencourt Construction Company, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Terrence Adams 904-291-9330 terrencea@vallencourt.com</p>
---	---



Company Address 2756 Park St
Jacksonville, FL 32205
US

Created Date 4/15/2024

Opportunity Owner Ed Busey

Expiration Date 5/15/2024

Quote Number 00000922

Prepared By Predrag Lubura

Email predrag@harbingersign.com

Bill To Name East Nassau Stewardship District
Bill To West Tower - 2300 Glades Rd. Suite 202E
Boca Raton, FL 33431
United States

Ship To Name WILDLIGHT
Ship To 1901 Island Walkway
Fernandina Beach, FL 32034
United States

Quoted Items

Product	Line Item Description	Quantity	Sales Price	Total Price
Sign - Post and Panels (Wayfinding)	MANUFACTURE 30" x 30" PEDESTRIAN WALKING SIGN "W11-2" & 24" X 12" AHEAD SIGN "W16-9P": SINGLE SIDED .080 ALUMINUM W/ DOT CERTIFIED REFLECTIVE COPY (MOUNT TO 10' POST). REFER TO CUSTOMER PROVIDED DOC.	2.00	\$650.00	\$1,300.00
Install Labor	INSTALL 30" x 30" PEDESTRIAN WALKING SIGN "W11-2" & 24" X 12" AHEAD SIGN "W16-9P": SINGLE SIDED .080 ALUMINUM W/ DOT CERTIFIED REFLECTIVE COPY (MOUNT TO 10' POST).	2.00	\$450.00	\$900.00
Sign - Post and Panels (Wayfinding)	MANUFACTURE 30" x 30" PEDESTRIAN WALKING SIGN "W11-2" & 24" X 12" ARROW SIGN "W16-7PL": SINGLE SIDED .080 ALUMINUM W/ DOT CERTIFIED REFLECTIVE COPY (MOUNT TO 10' POST). REFER TO CUSTOMER PROVIDED DOC.	2.00	\$650.00	\$1,300.00
Install Labor	INSTALL 30" x 30" PEDESTRIAN WALKING SIGN "W11-2" & 24" X 12" ARROW SIGN "W16-7PL": SINGLE SIDED .080 ALUMINUM W/ DOT CERTIFIED REFLECTIVE COPY (MOUNT TO 10' POST).	2.00	\$450.00	\$900.00
Note	LEAD TIME IS (8) EIGHT TO (10) TEN WEEKS FROM SIGNED P.O. AND DEPOSIT. IF PERMIT IS REQUIRED LEAD TIME BEGINS UPON PERMIT APPROVAL. PLEASE NOTE SPECIALTY MATERIALS OR PRODUCT CAN EXTEND LEAD TIME.	1.00	\$0.00	\$0.00

Totals

Subtotal	\$4,400.00	DEPOSIT AMOUNT \$2,200.00
Discount	0.00%	
Total Price	\$4,400.00	
Tax	\$308.00	
Grand Total	\$4,708.00	

This Proposal is not effective unless signed and dated by Harbinger and will automatically expire if not accepted by Customer in writing within 30 days of the Proposal Date. By signing, Customer (i) agrees that the proposed prices, specifications, and terms and conditions contained herein are satisfactory and accepted; (ii) authorizes Company enter onto the Job Location site and to furnish the materials and perform the Work as specified; and (iii) agrees that payment will be made as specified.

Work will not begin until a down payment of 50.0% of the total proposal amount listed above and a written acceptance is received by Harbinger. The "Additional Terms and Conditions" govern the parties' agreement. Please initial all pages.

Signatures

Customer Initials: _____

Date: _____

HARBINGER

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

Terms and Conditions

1. Estimate; Proposal; Payments; Storage Fees. Unless specified, the total Proposal amount does not include electrical, hookup, Permits (defined below), Storage Fees (defined below), engineering costs, surveys, or tax, unless stated, so the final invoice amount ("Full Purchase Price") may change prior to completion. Harbinger and Customer shall determine a mutually agreeable date for delivery ("Delivery Date") of the specified work product ("Materials"). At Harbinger's sole discretion, upon completion of any line item or part of the Materials (each, "Item"), Harbinger may submit to Customer a progress payment invoice ("Invoice"), and Customer shall pay to Harbinger a progress payment attributable to such completed Item ("Progress Payment") within 30 days of receipt of the Invoice. The Invoice will include Harbinger's proof of completion of the Item and the amount specified on the Proposal for the Item, plus any applicable tax. No later than 5 days after Harbinger's delivery (or installation, if applicable) of the Materials, Customer shall notify Harbinger in writing of any quality not in conformance with this Proposal; if Customer fails to do so, Customer waives all rights to reject the Materials on such basis. No later than 30 days after Harbinger's delivery (or installation, if applicable) of all of the Materials, Customer shall pay to Harbinger the Full Purchase Price, less any down payment, deposit, and Progress Payments received. If Customer refuses or neglects to accept any of the Materials on the Delivery Date, or if Customer defaults on payment when due, Harbinger may declare the entire balance of the Full Purchase Price due and payable, and Customer shall pay Harbinger \$_____ per day (if left blank, \$25 per day) that Harbinger stores such Materials ("Storage Fees"). Harbinger will send Customer a monthly invoice for Storage Fees on the 30th day after the first day Storage Fees begin to accrue. 1.5% interest per month will be charged on any unpaid balance, including on any Storage Fees.

2. Permits; Junction Box; Drilling; Laws. Unless otherwise specified herein, Customer shall be responsible for obtaining any permits or permissions ("Permits") required to install or maintain the Materials. If installation of the Materials is included in the Proposal, and Harbinger obtains Permits, Customer shall pay all associated costs and legal fees. If installation of the Materials is included in the Proposal, and if applicable, Customer shall provide Harbinger access to a junction box of suitable capacity and approved by the National Electric Code then in effect ("Junction Box"), within 5 feet of the proposed display location of the Materials, prior to installation. Customer shall be responsible for any obstruction of delivery due to any delay in obtaining Permits or providing access to a suitable Junction Box; such an obstruction may result in Customer incurring Storage Fees. If Customer executes this Proposal without obtaining such Permits or providing such access to a Junction Box, then Customer waives any claim against Harbinger for failing to install the Materials within the agreed-upon timeframe. If Customer is responsible for installation of the Materials or if Customer otherwise makes the final connection of the Materials to the Junction Box, Harbinger shall not be liable for damage resulting to the Materials, related components, people, or property due to any such connection. If installation of the Materials is included in the Proposal, and if drilling is necessary for such installation, Harbinger will contact the necessary authorities to locate public underground utilities. Customer shall be solely responsible for identifying the location of private underground utilities or other items; Harbinger shall not be liable for any damage to utilities or items not identified by Customer. If rock or unforeseeable conditions are encountered, requiring special equipment or revisions for Harbinger to install the Materials, Customer shall pay to Harbinger any additional fees for such equipment or revisions. Customer shall be available at all applicable times to provide access to Harbinger and its contractors to allow inspection or repair of the Materials. Each party shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders, and Customer waives all rights to require Harbinger to adhere to any standards or regulations more restrictive than any applicable law.

3. Ownership. Harbinger retains all right, title, and interest to the Materials, including any signs, until Harbinger receives the Full Purchase Price, including payment of all Storage Fees (if payment is by check, upon deposit of the funds into Harbinger's bank account). Customer assumes all risks and liabilities relating to damage to the Materials after delivery (and installation, if applicable), and any such damage will not affect Harbinger's rights to enforce the Full Purchase Price.

4. Limited Warranties. Subject to the terms and conditions hereof, Harbinger warrants to Customer that the Materials (excluding any digital display sign ("EGP")) shall be in accordance with any drawings or specifications submitted, and free from material defects in their construction (and installation, if included in the Proposal and installed by Harbinger) for a period of 1 year after the Delivery Date. With regard to EGPs only, subject to the terms and conditions hereof, Harbinger warrants to Customer that EGPs and their related components shall be free from material defects in their construction (and installation, if included in the Proposal and installed by Harbinger) for a period of 2 years, or for such longer warranty period specified on the Purchase Order, after the Delivery Date. If any of the Materials, including EGPs, (or their installation, if included in the Proposal and installed by Harbinger) is found to be defective during such warranty periods, and if the warranty is still in effect, then Harbinger shall elect to either repair the defect or replace the applicable Materials, free of charge. After such warranty periods have expired, or if such warranty is no longer in effect, then Harbinger may charge Customer normal labor charges for any work performed by Harbinger or its contractors. All applicable warranties are not transferable to third parties. Harbinger will use

Customer Initials: _____

Date: _____



commercially reasonable efforts to pass-through to Customer the benefit of any warranties on the Materials, including EGPs, to the extent Harbinger has the right to do so. HARBINGER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

5. **Void of Warranties.** All applicable warranties do not cover damages or destruction from the following: (i) acts of God, lightning, wind, rain, flood, fire, earthquake, hurricane, explosion, war, invasion, hostilities, terrorism or threats, or other civil unrest; (ii) abuse, misuse, modification, vandalism, or malfeasance by Customer or any other party except Harbinger; (iii) normal wear and tear; or (iv) Customer's failure to properly maintain, in accordance with Harbinger's then-existing instructions and manuals, Materials, including EGPs. Further, all warranties are voided if any of the following occurs: (i) Customer fails to pay to Harbinger the Full Purchase Price; (ii) Customer fails to promptly report to Harbinger a defect; (iii) anyone other than Harbinger provides materials, fabrication, or service for the Materials and/or EGPs. Harbinger will not reimburse any person or company for repairs not reported to or corrected by Harbinger, or (iv) if Harbinger does not install the Materials, Customer and its contractor(s) fail to comply with the following installation requirements ("Installation Requirements"): contemporaneously with the installation of the Materials, Customer or its contractor(s) shall comply with Harbinger's then-existing instructions and manuals; take photographs of the installation, including the top, bottom, and inside of cabinets and all fans and/or vents ("Photographs"); and complete the warranty checklist and requirements thereon, including with part numbers and serial numbers ("Checklist"). Within 2 business days after installation of the Materials, Customer or its contractor(s) shall e-mail to Harbinger the Photographs and Checklist. Harbinger will not reimburse any person or company for repairs not reported to or corrected by Harbinger.

6. **Indemnification; Limitation of Liability.** CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS HARBINGER FROM ANY AND ALL CLAIMS OR DAMAGES RELATING TO THE MATERIALS OR WORK IF CUSTOMER ABUSES, MISUSES, MODIFIES, (FAILS TO COMPLY WITH THE INSTALLATION REQUIREMENTS, IF APPLICABLE) OR FAILS TO PROPERLY MAINTAIN, IN ACCORDANCE WITH HARBINGER'S THEN-EXISTING INSTRUCTIONS AND MANUALS, ANY MATERIALS DELIVERED, INSTALLED, OR REPAIRED BY HARBINGER, OR IF CUSTOMER ALLOWS OTHERS TO DO SO. Harbinger shall not be liable for consequential, special, or punitive damages arising herefrom.

7. **Force Majeure.** No party shall be deemed to have breached this agreement for failure or delay in fulfilling any term hereof (except for obligations to make payments) if such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation: (i) acts of God; (ii) flood, fire, earthquake, hurricane, or explosion; (iii) war, invasion, hostilities, terrorism or threats, or other civil unrest; (iv) government order or law, other than one delaying issuance of a Permit; (v) actions, embargoes, or blockades after the date of this agreement; (vi) national or regional emergency; or (vii) strikes, labor stoppages, slowdowns, or other industrial event; however, such party shall use diligent efforts to mitigate the effects of such force majeure event and shall give written notice to the other party within 10 days of such event, stating the estimated time delay caused by the event.

8. **Miscellaneous.** This Proposal, the terms and conditions of which apply to all purchase orders, contains the entire agreement between the parties relating to the Materials and Work contemplated herein, and supersedes any and all prior or conflicting proposals, agreements, or understandings. Any modification shall be valid only if it is in writing and signed by Harbinger and Customer, which modification is subject hereto to the extent its terms do not conflict herewith. Harbinger's failure to enforce at any time any terms or conditions of this agreement shall not constitute a waiver of such provision or any other provision hereof. The terms and conditions are binding upon Customer, its agents, successors, or assigns; however, Customer shall not assign this agreement without Harbinger's prior written consent. If any court of competent jurisdiction declares any provision hereof to be invalid, such determination shall not affect the validity of any other provision hereof, which shall remain in full force and effect. This agreement is governed by the laws of the State of Florida, without giving effect to the principles of conflicts of law. Any action relating hereto must be instituted in federal or state court in Duval County, Florida, and the parties hereby irrevocably submit to the jurisdiction of any such court. In connection with any litigation brought which arises out of or relates hereto, the prevailing party will be entitled to recover all costs associated with same, including reasonable attorneys' fees at trial and on appeal. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING UNDER THIS PROPOSAL. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF DUTIES UNDER THIS AGREEMENT.

Customer Initials: _____

Date: _____

**EAST NASSAU
STEWARDSHIP DISTRICT**

11A

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

[Garden District Phase 1]

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2024, by and between:

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

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

RECITALS

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

WHEREAS, the Landowner is the owner of certain lands in Nassau County, Florida, located within the boundaries of the District (the “**Development**”); and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as detailed in the *Amended and Restated Engineer’s Report for Preliminary Development Plan #4*, dated December 18, 2023, as revised and adopted January 18, 2024 (“**Master Engineer’s Report**”), as amended and supplemented by that *Supplemental Engineer’s Report for Preliminary Development Plan #4 Garden District Phase 1*, dated [February 26], 2024 (“**Supplemental Engineer’s Report**” and together with the Master Engineer’s Report, the “**Engineer’s Report**”), attached to this Agreement as **Exhibit A (“District Improvements”)**, and the anticipated costs of the District Improvements described in the Engineer’s Report are identified in Table 2 of the Engineer’s Report; and

WHEREAS, the District does not have sufficient monies on hand to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related third-party development documents which would allow the timely

commencement and completion of construction of the infrastructure improvements, facilities, and services within the Development (the **“Work Product”**); and

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

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

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

WHEREAS, the District and the Landowner are entering into this Agreement to ensure the timely provision of the District Improvements and completion of the Development.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Landowner agree as follows:

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

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

3. ASSIGNMENT OF CONTRACTS. The District may accept the assignment of certain contracts (**“Construction Contracts”**). Such acceptance is predicated upon meeting the District’s requirements, including but not limited to: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or Landowner providing adequate alternative security in compliance with Section 255.05, F.S., if required, (ii) receipt by the District

of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, F.S., if any, and waiving any and all claims against the District arising as a result of or connected with such assignment of Construction Contracts. Landowner hereby indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions which may be brought against or imposed upon the District by any contractors, subcontractors, sub-subcontractors, materialmen, and others providing labor or services in conjunction with each such contract and including claims by members of the public, in each case only as such claims relate to the period of time prior to the District's acceptance of the assignment of Construction Contracts.

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

- A. The Landowner agrees to convey to the District any and all of its right, title and interest in the Work Product (except as otherwise provided for in this Agreement) upon payment of the sums determined to be reasonable by the District Engineer, or a third party engineer selected pursuant to this Section, or prior to payment of such as provided for herein, and approved by the District's Board of Supervisors pursuant to and as set forth in this Agreement.
- B. Except as otherwise provided for in this Agreement, the Landowner agrees to release, or assign as applicable, to the District all transferrable right, title, and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights of Landowner in and to the Work Product, including any and all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all

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

- C. Notwithstanding anything to the contrary contained herein: (i) Landowner's conveyance or assignment of the Work Product is made without representation or warranty whatsoever, and Landowner, its predecessors in interest, and affiliates, shall not be held liable for the Work Product or any defect therein and (ii) Landowner reserves a license to use the Work Product as set forth below, including reliance upon and enforcement thereof. The District agrees to seek recovery for any loss with respect to the Work Product from any person or entity who created the Work Product or who has provided an applicable warranty that has been assigned to the District pursuant to Section 3.D. of this Agreement.
- D. The Landowner agrees to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, any transferable warranty for the person or entity who created the Work Product which is in favor of Landowner that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.
- E. The District hereby grants to Landowner, and Landowner hereby reserves, access to and the right to use the Work Product, without the payment of any fee by the Landowner, its successors, and affiliates. However, to the extent that such access to and use of the Work Product causes the District to incur any de minimus cost, such as copying costs, the Landowner agrees to pay such cost or expense.

4. ACQUISITION OF DISTRICT IMPROVEMENTS. The Landowner owns certain District Improvements identified in Exhibit A. The District agrees to acquire those portions of the District Improvements which were undertaken by the Landowner prior to the issuance of the District's Bonds intended to finance such District Improvements. When a portion of the District Improvements are completed and ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Landowner agrees to provide, at or prior to each Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of

conveyance such as special warranty bills of sale or such other instruments necessary to convey such portion of the District Improvements as may be reasonably requested by the District in accordance (but not in conflict) with this Agreement, and (iii) any other reasonable releases or documentation as may be reasonably requested by the District or Landowner in accordance (but not in conflict) with this Agreement. Any real property interests necessary for the functioning of the District Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5. The District Engineer in consultation with Counsel shall determine in writing whether or not the infrastructure to be conveyed is a part of the District Improvements contemplated by the Engineer's Report, and if so, shall provide Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the Review Process described in Section 3 above. The District's Manager (the "**District Manager**") shall determine, in writing, whether the District has, based on the Landowner's estimate of cost, sufficient unencumbered funds to acquire the improvement.

- A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third party governmental body, then the Landowner agrees to cooperate and provide such certifications or documents as may reasonably be required by that governmental body, if any.
- B. The District Engineer shall certify as to the actual cost of any District Improvement, and the District shall pay no more than the actual cost incurred, as determined by the District Engineer.
- C. The Landowner agrees to cooperate fully in the transfer of any permits to the District or any governmental entity with maintenance obligations for any District Improvements conveyed pursuant to this Agreement.

5. CONVEYANCE OF REAL PROPERTY.

- A. Conveyance. The Landowner agrees that it will convey, or cause to be conveyed, to the District, at or prior to each Acquisition Date as reasonably determined by the District and Landowner, by a special warranty deed (or, if less than a fee estate, by easement or other instrument) reasonably acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the lands (or less interest therein) upon which the District Improvements are constructed or which are necessary for the operation and maintenance of, and access to the District Improvements. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the District Improvements are constructed as the District deems acceptable. Such special warranty deed (or, if less than fee estate, other instrument) shall be subject to a reservation by Landowner of its and

its successors and assigns right and privilege to use the area conveyed and/or grant to third parties the right to construct the District Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof. The Landowner shall pay all required closing costs (i.e., documentary stamps) if any, for the conveyance of the lands upon which the District Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the lands upon which the District Improvements are constructed until such time as the Landowner conveys all said lands to the District. At the time of conveyance, and if desired by the District, the Landowner shall provide, at its expense, an owner's title insurance policy satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the Landowner shall have the right but not the obligation to cure such defects at no expense to the District, failing which the District shall have the right to not acquire such interest.

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

6. TAXES, ASSESSMENTS, AND COSTS.

- A. Taxes, assessments and costs resulting from Agreement. The Landowner agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise) and non-ad valorem assessments, which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the Parties entering into this Agreement, if any, whether such taxes or assessments are imposed upon the District's property or property interest, or the Landowner's property or property interest. As to any parcel of Real Property conveyed by Landowner pursuant to this Agreement, the potential obligations of the Landowner to either indemnify the District or pay such taxes and assessments that may be incurred as a result of the Parties entering into this Agreement shall terminate one (1) year after

conveyance of such parcel of Real Property. Notwithstanding the foregoing, the Parties represent to each other that they are not aware of any such taxes or assessments imposed upon the District as of the Effective Date of this Agreement.

- B. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to reserve an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, the prorated portion of any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed. For example, if the District acquires property in October 2024, the Landowner shall escrow the pro rata amount of taxes due for the tax bill payable in November 2024. If any additional taxes are imposed on the District's property in 2024 for a period which property was owned by Landowner, then the Landowner agrees to reimburse the District for that additional amount.
 2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

- C. Notice. The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection B above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- D. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Landowner hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Bonds ("**Prior Acquisitions**"). The District agrees to pursue the issuance of the Bonds in good faith, and, within thirty (30) days from the issuance of such Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event bond counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Bonds within six (6) years from the date of this Agreement, and, thus does not make payment to the Landowner for the Prior Acquisitions, then the Parties agree that the District shall have no reimbursement obligation whatsoever. The Landowner acknowledges that the District intends to convey some or all of the District Improvements in the Engineer's Report to Nassau County, Florida, JEA, as well as other entities and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

8. DEFAULT. A default by either Party under this Agreement, which continues for a period of thirty (30) days after notice of such default, shall entitle the other Party to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages

and/or, if applicable, specific performance.

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

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

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

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

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

A. If to Landowner: Wildlight LLC
1 Rayonier Way
Wildlight, Florida 32097
Attn: Wes Hinton

With a copy to: Rayonier Legal Department
1 Rayonier Way
Wildlight, Florida 32097
Attn: Mark Bridwell, Esq.

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

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Jonathan T. Johnson

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

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

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

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

17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in Nassau County, Florida.

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

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

20. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

22. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

23. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

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

Attest:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Witness:

WILDLIGHT LLC,
a Delaware limited liability company

Witness

John R. Campbell, Vice President

EXHIBIT A: *Amended and Restated Engineer’s Report for Preliminary Development Plan #4, dated December 18, 2023, as revised and adopted January 18, 2024, and Supplemental Engineer’s Report for Preliminary Development Plan #4 Garden District Phase 1, dated [February 26], 2024*

EXHIBIT A

Amended and Restated Engineer's Report for Preliminary Development Plan #4, dated December 18, 2023, as revised and adopted January 18, 2024, and Supplemental Engineer's Report for Preliminary Development Plan #4 Garden District Phase 1, dated [February 26], 2024

**EAST NASSAU
STEWARDSHIP DISTRICT**

11B

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

(CHESTER ROAD WIDENING)

Assignor: Wildlight LLC (“Assignor”)
Owner/Assignee: East Nassau Stewardship District (“Assignee”)
Contractor: Vallencourt Construction Co., Inc. (“Contractor”)
Contract: [Construction Agreement _____] dated _____ [list
Change Order #s and dates, if applicable] (together, “Contract” or “Project”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor, for the above-referenced Project that is further described by the Developer’s Affidavit and Agreement Regarding Assignment of Contract (attached hereto as **Exhibit A**) and Contractor’s Acknowledgement and Acceptance of Assignment and Release (attached hereto as **Exhibit B**). Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof relating to the Project, as amended by that Addendum to Contract (attached hereto as **Exhibit C**). Additionally, Assignee, by separate Bill of Sale, and subject to the terms of that *Agreement by and between the East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Garden District Phase 1]*, dated _____, 2024, agrees to acquire all work conducted to date as part of the Project, as applicable. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment, the provisions set forth in Exhibit C hereto are incorporated in and made a part of the Contract; in the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Contract, as amended and assigned, and Exhibit C, the terms and conditions of Exhibit C shall prevail. Contractor hereby releases and waives any claims it has or may have against the Assignor as a result of or in connection with the Contract and this assignment.

Executed in multiple counterparts to be effective the ____ day of _____, 2024 (“Effective Date”).

WILDLIGHT LLC

By: _____
Name: _____
Title: _____

EAST NASSAU STEWARDSHIP DISTRICT

By: _____
Name: Mike Hahaj
Title: Chairman

VALLENCOURT CONSTRUCTION CO., INC.

By: _____
Name: _____
Title: _____

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

EXHIBIT A TO ASSIGNMENT OF CONSTRUCTION AGREEMENT

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACT
(CHESTER ROAD WIDENING)**

STATE OF FLORIDA
COUNTY OF _____

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

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

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

- (vi) Developer x represents and warrants that there are no outstanding liens or claims relating to the Improvement Agreement, or ____ has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (viii) Pursuant to the *Agreement by and between the East Nassau Stewardship District and Wildlight LLC Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Garden District Phase 1]*, dated _____, 2024, the District agrees to acquire any work previously conducted under the Improvement Agreement by separate Bill of Sale and other supporting documentation.

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

Executed this ____ day of _____, 2024.

WILDLIGHT LLC

[Print Name]

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public, State of Florida

EXHIBIT A-1 TO DEVELOPER'S AFFIDAVIT AND AGREEMENT

[Construction Agreement _____] dated _____
between Wildlight LLC and Vallencourt Construction Co., Inc.

EXHIBIT A-2 TO DEVELOPER'S AFFIDAVIT AND AGREEMENT

DESCRIPTION OF PROJECT

The Chester Road Widening improvements ("Improvements") identified in the [Construction Agreement _____] dated _____, between Wildlight LLC ("Developer") and Vallencourt Construction Co., Inc. ("Contract"), and more specifically described as follows:

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE ¹	TOTAL PAID TO CONTRACTOR TO DATE ²	COST TO COMPLETE IMPROVEMENTS
Chester Road Widening	\$ _____	\$ _____	\$ _____

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

² for any Improvements completed up to Effective Date of the Assignment and paid for by the Developer, District shall acquire same pursuant to a separate Bill of Sale and other applicable documents, subject to the terms of that Agreement by and between the East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Garden District Phase 1], dated _____, 2024

EXHIBIT B TO DEVELOPER'S AFFIDAVIT AND AGREEMENT

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE
(CHESTER ROAD WIDENING)**

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

- (i) The [Construction Agreement _____] dated _____, between Wildlight LLC and Contractor (**together, "Improvement Agreement"**) has been assigned to the East Nassau Stewardship District ("**District**") as it relates to certain improvements ("**Improvements**") as described on **Exhibit A** attached hereto. Contractor acknowledges and accepts such assignment and its validity.

- (ii) Contractor represents and warrants that either:
 - a. Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or

 - b. _____ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, Florida Statutes, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), Florida Statutes; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.

- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.

- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this ___ day of _____, 2024.

VALLENCOURT CONSTRUCTION CO., INC.

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public, State of Florida

EXHIBIT A

DESCRIPTION OF PROJECT

The Chester Road Widening improvements (“Improvements”) identified in the [Construction Agreement _____] dated _____, between Wildlight LLC (“Developer”) and Vallencourt Construction Co., Inc. (“Contract”), and more specifically described as follows:

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE ¹	TOTAL PAID TO CONTRACTOR TO DATE ²	COST TO COMPLETE IMPROVEMENTS
Chester Road Widening	\$ _____	\$ _____	\$ _____

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

² for any Improvements completed up to Effective Date of the Assignment and paid for by the Developer, District shall acquire same pursuant to a separate Bill of Sale and other applicable documents, subject to the terms of that Agreement by and between the East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Garden District Phase 1], dated _____, 2024

EXHIBIT C TO DEVELOPER'S AFFIDAVIT AND AGREEMENT

PAYMENT AND PERFORMANCE BONDS

EXHIBIT C TO ASSIGNMENT OF CONSTRUCTION AGREEMENT

**ADDENDUM (“ADDENDUM”) TO CONTRACT
(CHESTER ROAD WIDENING)**

1. **ASSIGNMENT.** This Addendum applies to that certain [Construction Agreement _____] dated _____ (“**Contract**”), between the East Nassau Stewardship District (“**District**”) and _____ (“**Contractor**”), for the work described therein generally referred to as Chester Road widening (“**Project**”), which Contract was assigned to the District simultaneous with the execution of this Addendum (and Addendum together with Contract, the “**Agreement**”). To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

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

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

[PLACEHOLDER – ADDITIONAL INSURANCE COVERAGE MAY BE REQUIRED AFTER REVIEW OF MINIMUMS IN CONSTRUCTION CONTRACT]

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

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

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

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

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

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

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

order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.

- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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

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

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

With a copy to: Kutak Rock LLP
107 West Collage Avenue
Tallahassee, Florida 32301
Attn: Jonathan T. Johnson

11. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), Florida Statutes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

12. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

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

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

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

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

17. COUNTERPARTS; ELECTRONIC SIGNATURES. The Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that the Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

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

[CONTINUED ON FOLLOWING PAGE]

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

VALLENCOURT CONSTRUCTION CO., INC.

Witness

By: _____
Its: _____

Print Name of Witness

EAST NASSAU STEWARDSHIP DISTRICT

Witness

By: Mike Hahaj
Its: Chairman, Board of Supervisors

Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement

EXHIBIT A TO ADDENDUM TO CONTRACT

SCRUTINIZED COMPANIES STATEMENT

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

1. This sworn statement is submitted to East Nassau Stewardship District

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, "**Prohibited Criteria**"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, as _____ of _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____
(SEAL)

EXHIBIT B TO ADDENDUM TO CONTRACT

PUBLIC ENTITY CRIMES STATEMENT

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

1. This sworn statement is submitted to East Nassau Stewardship District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Contractor") and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is _____

-
4. Contractor's Federal Employer Identification Number (FEIN) is _____

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

___ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2024.

Subcontractor: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

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

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

EXHIBIT C TO ADDENDUM TO CONTRACT

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

INSTRUCTIONS

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

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

CERTIFICATION

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
_____ Dollars \$ _____
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2024.

Contractor: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

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

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

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

INSTRUCTIONS

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

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this _____ day of _____, 2024.

Subcontractor: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

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

**CERTIFICATE OF DISTRICT ENGINEER
FOR ASSIGNMENT OF IMPROVEMENTS
(CHESTER ROAD WIDENING)**

_____, 2024

Board of Supervisors
East Nassau Stewardship District

Re: East Nassau Stewardship District (Nassau County, Florida)
Assignment of Improvements

Ladies and Gentlemen:

The undersigned, a representative of England-Thims & Miller, Inc. ("**District Engineer**"), as District Engineer for the East Nassau Stewardship District ("**District**"), hereby makes the following certifications in connection with the District's acceptance of certain improvements within the District ("**Improvements**") as identified in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. A representative of England-Thims & Miller, Inc. has reviewed observable portions of the Improvements. A representative of England-Thims & Miller, Inc. has further reviewed certain documentation relating to the same, including but not limited to, the construction contract, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Amended and Restated Engineer's Report for Preliminary Development Plan #4*, dated December 18, 2023, as revised and adopted January 18, 2024, and the *Supplemental Engineer's Report for Preliminary Development Plan #4 Garden District Phase 1*, dated [February 26], 2024 (together, "Engineer's Report"), and specially benefit property within the District as further described in the Engineer's Report.
3. Any Improvements installed to date were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in the construction contract. Such costs are equal to or less than each of the following: (i) what was to be paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the construction, operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).

[CONTINUED ON FOLLOWING PAGE]

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

ENGLAND-THIMS & MILLER, INC.

By: _____
Print Name: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public, State of Florida

EXHIBIT A

DESCRIPTION OF PROJECT

The Chester Road Widening improvements (“Improvements”) identified in the [Construction Agreement _____] dated _____, between Wildlight LLC (“Developer”) and Vallencourt Construction Co., Inc. (“Contract”), and more specifically described as follows:

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE ¹	TOTAL PAID TO CONTRACTOR TO DATE ²	COST TO COMPLETE IMPROVEMENTS
Chester Road Widening	\$ _____	\$ _____	\$ _____

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

² for any Improvements completed up to Effective Date of the Assignment and paid for by the Developer, District shall acquire same pursuant to a separate Bill of Sale and other applicable documents, subject to the terms of that Agreement by and between the East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Garden District Phase 1], dated _____, 2024

**CERTIFICATE OF CONSULTING ENGINEER
FOR ASSIGNMENT OF IMPROVEMENTS
(CHESTER ROAD WIDENING)**

_____, 2024

Board of Supervisors
East Nassau Stewardship District

Re: East Nassau Stewardship District (Nassau County, Florida)
Assignment of Improvements

Ladies and Gentlemen:

The undersigned, a representative of England-Thims & Miller, Inc. ("**Consulting Engineer**"), as Consulting Engineer for the East Nassau Stewardship District ("**District**"), hereby makes the following certifications in connection with the District's acceptance of certain improvements within the District ("**Improvements**") as identified in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. A representative of England-Thims & Miller, Inc. has reviewed observable portions of the Improvements. A representative of England-Thims & Miller, Inc. has further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Amended and Restated Engineer's Report for Preliminary Development Plan #4*, dated December 18, 2023, as revised and adopted January 18, 2024, and the *Supplemental Engineer's Report for Preliminary Development Plan #4 Garden District Phase 1*, dated [February 26], 2024 (together, "Engineer's Report"), and specially benefit property within the District as further described in the Engineer's Report.
3. Any Improvements installed to date were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in the construction contract. Such costs are equal to or less than each of the following: (i) what was to be paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the construction, operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).

[CONTINUED ON FOLLOWING PAGE]

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

By: _____

Print Name: _____

Its: _____

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public, State of Florida

EXHIBIT A

DESCRIPTION OF PROJECT

The Chester Road Widening improvements (“Improvements”) identified in the [Construction Agreement _____] dated _____, between Wildlight LLC (“Developer”) and Vallencourt Construction Co., Inc. (“Contract”), and more specifically described as follows:

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE ¹	TOTAL PAID TO CONTRACTOR TO DATE ²	COST TO COMPLETE IMPROVEMENTS
Chester Road Widening	\$ _____	\$ _____	\$ _____

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

² for any Improvements completed up to Effective Date of the Assignment and paid for by the Developer, District shall acquire same pursuant to a separate Bill of Sale and other applicable documents, subject to the terms of that Agreement by and between the East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Garden District Phase 1], dated _____, 2024

BILL OF SALE

COMPLETED IMPROVEMENTS TO DATE – CHESTER ROAD WIDENING

KNOW ALL MEN BY THESE PRESENTS, that **Wildlight LLC** (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, which has been or will be paid to it by the **East Nassau Stewardship District**, a local unit of special-purpose government established pursuant to Chapter 2017-206, *Laws of Florida* (“**District**”), has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to wit:

Those improvements set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

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

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

IN WITNESS WHEREOF Seller has caused this Bill of Sale to be signed in its name on the day and year above-written effective as of _____, 2024.

WITNESS:

WILDLIGHT LLC

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public, State of Florida

EXHIBIT A

DESCRIPTION OF PROJECT

The Chester Road Widening improvements (“Improvements”) identified in the [Construction Agreement _____] dated _____, between Wildlight LLC (“Developer”) and Vallencourt Construction Co., Inc. (“Contract”), and more specifically described as follows:

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE ¹	TOTAL PAID TO CONTRACTOR TO DATE ²	COST TO COMPLETE IMPROVEMENTS
Chester Road Widening	\$ _____	\$ _____	\$ _____

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

² for any Improvements completed up to Effective Date of the Assignment and paid for by the Developer, District shall acquire same pursuant to a separate Bill of Sale and other applicable documents, subject to the terms of that Agreement by and between the East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Garden District Phase 1], dated _____, 2024

**EAST NASSAU
STEWARDSHIP DISTRICT**

11C

Prepared By and Return To

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

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

**[CHESTER ROAD WIDENING PROJECT –
PDP 4; PORTION OF SERIES 2024 PROJECT]**

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

WITNESSETH:

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

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

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

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through

the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).

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

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

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party’s

breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

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

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

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

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

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

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

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion

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

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

“GRANTOR”

WITNESSES:

Name: _____

By: _____

Address: _____

Its: _____

Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____ 2024, by _____, as _____ of _____, on behalf of the **company**.

(Official Notary Signature)

Name: _____

Personally Known OR Produced Identification:

_____ (Type of Identification)

[notary seal]

“GRANTEE”

EAST NASSAU STEWARDSHIP DISTRICT

Signed, sealed and delivered
in the presence of:

Name: _____
Address: _____

By: Mike Hahaj
Its: Chairman, Board of Supervisors

Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

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

[notary seal]

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

Exhibit A

Description:

A parcel of land, being a portion of Section 37 and being a portion of the John W. Lowe Mill Grant, Section 44, Township 3 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Intersection of the Northerly Right of Way line of Pages Dairy Road (100 foot Right of Way) with the Westerly Right of Way line of Chester Road (Variable Width Right of Way); thence on said Westerly Right of way line, N 08°41'14" E, a distance of 403.77 feet to the Point of Beginning; thence departing said Westerly Right of Way line, N 81°12'26" W, a distance of 50.00 feet; thence N 08°39'09" E, a distance of 336.23 feet; thence N 82°29'53" W, a distance of 21.04 feet; thence N 07°25'16" E, a distance of 502.70 feet; thence N 82°16'41" W, a distance of 108.30 feet to the beginning of a curve, concave Northeast, having a radius of 65.00 feet and a central angle of 90°13'51"; thence on the arc of said curve, a distance of 102.36 feet said arc being subtended by a chord which bears N 37°09'45" W, a distance of 92.11 feet to the curves end; thence N 07°57'10" E, a distance of 109.93 feet to the beginning of a curve, concave Southeast, having a radius of 165.00 feet and a central angle of 12°48'31"; thence on the arc of said curve, a distance of 36.89 feet said arc being subtended by a chord which bears N 14°21'26" E, a distance of 36.81 feet to the curves end; thence N 20°45'41" E, a distance of 230.38 feet; thence N 26°32'00" E, a distance of 48.73 feet; thence N 36°06'01" E, a distance of 86.75 feet; thence N 05°04'18" E, a distance of 9.85 feet; thence N 89°47'49" W, a distance of 43.96 feet; thence N 00°12'12" E, a distance of 30.00 feet; thence S 89°47'49" E, a distance of 46.39 feet; thence N 21°41'38" E, a distance of 292.42 feet; thence N 07°45'23" E, a distance of 22.75 feet; thence N 24°52'30" E, a distance of 22.58 feet; thence N 84°58'39" E, a distance of 6.54 feet; thence N 07°43'19" E, a distance of 375.73 feet to the beginning of a curve, concave Westerly, having a radius of 2015.00 feet and a central angle of 6°29'12"; thence on the arc of said curve, a distance of 228.12 feet said arc being subtended by a chord which bears N 04°28'43" E, a distance of 228.00 feet to the curves end; thence N 58°28'53" W, a distance of 25.01 feet; thence N 35°13'18" W, a distance of 39.60 feet; thence N 25°25'48" W, a distance of 23.88 feet; thence N 78°04'48" W, a distance of 168.78 feet; thence S 33°50'26" W, a distance of 14.56 feet; thence N 81°02'05" W, a distance of 59.56 feet; thence N 19°42'13" W, a distance of 11.38 feet; thence N 12°28'30" W, a distance of 42.35 feet; thence N 09°28'14" E, a distance of 44.78 feet; thence N 17°45'20" E, a distance of 42.09 feet; thence N 00°18'45" W, a distance of 59.59 feet; thence N 20°06'15" W, a distance of 49.00 feet; thence N 11°58'29" W, a distance of 31.15 feet; thence N 31°42'11" E, a distance of 60.07 feet; thence N 25°36'10" E, a distance of 37.62 feet; thence N 19°18'38" E, a distance of 55.59 feet; thence N 15°48'44" E, a distance of 46.05 feet; thence N 12°52'40" E, a distance of 37.67 feet; thence N 28°15'28" E, a distance of 56.06 feet; thence N 01°27'59" W, a distance of 40.89 feet; thence N 23°10'13" E, a distance of 50.97 feet; thence N 12°43'38" E, a distance of 80.04 feet to the beginning of a non-tangent curve, concave Southeast, having a radius of 174.00 feet and a central angle of 10°46'52"; thence on the arc of said curve, a distance of 32.74 feet said arc being subtended by a chord which bears N 06°23'47" E, a distance of 32.69 feet to a point of reverse curvature of a curve having a radius of 25.00 feet and a central angle of 48°14'23"; thence on the arc of said curve, a distance of 21.05 feet said arc being subtended by a chord which bears N 12°19'59" W, a distance of 20.43 feet to a point of reverse curvature of a curve having a radius of 919.00 feet and a central angle of 32°20'14"; thence on the arc of said curve, a distance of 518.67 feet said arc being subtended by a chord which bears N 20°17'04" W, a distance of 511.82 feet to the curves end; thence N 81°19'02" W, a distance of 23.14 feet; thence N 75°18'32" W, a distance of 37.56 feet; thence N 61°21'09" W, a distance of 31.17 feet; thence N 19°01'35" W, a distance of 77.86 feet; thence N 10°37'52" W, a distance of 33.12 feet; thence N 20°26'21" W, a distance of 20.43 feet; thence N 34°08'37" E, a distance of 64.49 feet; thence N 23°14'29" W, a distance of 36.96 feet; thence N 08°31'32" E, a distance of 20.60 feet; thence N 21°24'43" E, a distance of 58.37 feet; thence N 20°48'02" W, a distance of 72.05 feet; thence N 23°38'53" W, a distance of 60.31 feet; thence N 14°40'54" W, a distance of 47.43 feet; thence N 08°00'21" W, a distance of 75.10 feet; thence N 31°00'03" W, a distance of 57.50 feet; thence N 18°44'27" W, a distance of 63.61 feet; thence N 13°45'20" W, a distance of 59.76 feet; thence N 26°23'52" E, a distance of 29.92 feet; thence N 73°31'50" E, a distance of 26.42 feet; thence N 72°05'09" E, a distance of 47.10 feet; thence S 78°18'54" E, a distance of 42.57 feet; thence S 48°45'02" E, a distance of 47.67 feet; thence S 67°37'08" E, a distance of 35.66 feet; thence S 51°43'14" E, a distance of 9.14 feet; thence N 84°42'39" E,

a distance of 40.97 feet; thence N 58°54'23" E, a distance of 34.46 feet to the beginning of a non-tangent curve, concave Westerly, having a radius of 2025.00 feet and a central angle of 14°47'40"; thence on the arc of said curve, a distance of 522.88 feet said arc being subtended by a chord which bears S 02°14'52" W, a distance of 521.43 feet to a point of reverse curvature of a curve having a radius of 894.00 feet and a central angle of 10°44'44"; thence on the arc of said curve, a distance of 167.66 feet said arc being subtended by a chord which bears S 04°16'20" W, a distance of 167.42 feet to the curves end; thence N 88°53'58" E, a distance of 150.00 feet; thence N 63°52'40" E, a distance of 65.97 feet; thence N 90°00'00" E, a distance of 48.94 feet; thence S 36°57'17" E, a distance of 169.36 feet; thence N 51°36'21" E, a distance of 34.54 feet; thence N 49°52'49" E, a distance of 62.54 feet; thence N 36°14'55" E, a distance of 54.12 feet; thence N 15°46'42" E, a distance of 44.22 feet; thence N 38°26'34" E, a distance of 47.10 feet; thence N 41°01'43" E, a distance of 15.20 feet; thence N 13°43'25" E, a distance of 53.31 feet; thence N 12°56'02" E, a distance of 24.53 feet; thence N 11°18'22" E, a distance of 135.92 feet; thence N 10°00'28" W, a distance of 29.28 feet; thence N 07°45'20" E, a distance of 49.37 feet; thence N 27°15'38" E, a distance of 40.82 feet; thence S 82°16'41" E, a distance of 111.42 feet to a point on the Easterly Right of Way line of aforesaid Chester Road; thence on said Easterly Right of Way line for the next 10 courses, S 51°47'50" E, a distance of 3.37 feet; thence S 07°43'19" W, a distance of 946.84 feet to the beginning of a curve, concave Northeast, having a radius of 30.00 feet and a central angle of 89°33'57"; thence on the arc of said curve, a distance of 46.90 feet said arc being subtended by a chord which bears S 37°03'39" E, a distance of 42.27 feet to the curves end; thence S 07°23'58" W, a distance of 80.01 feet to the beginning of a curve, concave Southeast, having a radius of 30.00 feet and a central angle of 90°26'04"; thence on the arc of said curve, a distance of 47.35 feet said arc being subtended by a chord which bears S 52°56'20" W, a distance of 42.59 feet to the curves end; thence S 07°43'19" W, a distance of 1993.28 feet to the beginning of a curve, concave Northeast, having a radius of 30.00 feet and a central angle of 90°02'21"; thence on the arc of said curve, a distance of 47.14 feet said arc being subtended by a chord which bears S 37°17'52" E, a distance of 42.44 feet to the curves end; thence S 07°46'11" W, a distance of 60.00 feet to the beginning of a curve, concave Southeast, having a radius of 30.00 feet and a central angle of 89°57'39"; thence on the arc of said curve, a distance of 47.10 feet said arc being subtended by a chord which bears S 52°42'08" W, a distance of 42.41 feet to the curves end; thence S 07°43'18" W, a distance of 649.64 feet; thence S 08°41'14" W, a distance of 344.26 feet; thence departing aforesaid Easterly Right of Way line, N 81°12'26" W, a distance of 80.00 feet to the Point of Beginning.

EXHIBIT A

**EAST NASSAU
STEWARDSHIP DISTRICT**

**STAFF
REPORTS D**



CCMC

Now this feels like home.®

April 1, 2024

East Nassau Stewardship District

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

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

GENERAL OPERATIONS/ADMINISTRATIVE

- Whistling Duck Pond Trail
 - Staff has witnessed several vehicles access the back side of Whistling Duck Pond via the two trail on the pond's South side. The Board may want to consider having a gate installed to limit unauthorized vehicle access.



- Dock near St. Clare
 - Jeff Brooks inspected the dock and surrounding areas and will provide a report to include a plan for correction. Staff is working with Chris Hill on a plan for corrective action.
- Egis Insurance Site Review
 - On March 29, 2024, Todd Haskett met with representatives from the District's insurance provider, Egis Insurance. The purpose of the visit was to allow the Egis team to better understand the ENSD and to support the district's loss control efforts by identifying any hazards that could lead to accidents and claims. Egis will provide a report on their findings at a later date; however, there were no critical recommendations at the time of their visit.

MAINTENANCE

- Ponds
 - Florida Waterways treated the ponds on 03/19/2024 & 03/26/2024 for shoreline and floating weeds. See Exhibit "A."
- Roadways
 - Speed humps were inspected on March 4th with no issues noted.
- Boardwalks, Sidewalks & Trails
 - Staff completed the monthly inspections of all boardwalks, sidewalks, and trails. See Exhibit "B."
 - Sidewalks were inspected as noted within the attached inspection reports. Currently seeking bids for minor concrete repair/replacement for the mobility trail in Forest Park near Curiosity Ave.
 - During a recent community Parkside Chat, several residents raised concerns over the lack of lighting along the boardwalk between Founders and Forest Park. Staff is reaching out to FPL for lighting solutions and pricing. UPDATE: Staff contacted FPL for solutions; however, FPL stated they do not have a product that would be best suited for this particular application. Staff have since contacted an electrician for ideas and pricing, which should be available for the May meeting.
- Drainage Inlets
 - No drainage issues were noted during recent inspections.

LANDSCAPING

- Irrigation Inspections
 - Irrigation inspections were not completed during the month of March. Repairs were completed as needed. See Exhibit "C."
- Landscape Maintenance

- The Greenery performed routine landscape maintenance throughout the common areas with no issues noted. Roger Kintz and Zach from The Greenery completed weekly inspections of all areas, noting any deficiencies and a timeline to correct them. See Exhibit “D.”

Should you have any questions regarding this report, please contact thaskett@ccmcnet.com.

Sincerely,

CCMC

Todd Haskett, CMCA, AMS, PCAM
Field Operations Manager
Email: thaskett@ccmcnet.com

EXHIBIT "A"

Florida Waterways – March 2024 Pond Maintenance Reports



CUSTOMER SERVICE REPORT

Customer: Wildlight
 Customer ID: J19267
 Field Biologist: Paul Mosteller

Date of Visit: 3/19/2024
 Weather: 70 °F High
0% ☁

WATERWAY AND DITCH TREATMENTS

Site	1	2	5	10	11	12									
Algae															
Submersed Weeds				x											
Shoreline Grasses & Brush	x	x	x		x	x									
Floating Weeds															
Mosquito Larvicide															
Pond Dye															
Inspection															
Debris Removal															

COMMENTS: On March 19, ponds 1, 2, 5, 11, and 12 were treated for shoreline grasses. Pond 10 was treated for submersed weeds.

CARP PROGRAM

- Carp Observed
- Barriers Inspected

FLOW

- None
- Slight
- Visible

WATER CLARITY

- < 1'
- 1-2'
- 2-4'
- >4'

WATER LEVELS

- High
- Normal
- Low

FISH/WILDLIFE OBSERVATIONS

- | | | | | |
|-----------------------------------|------------------------------------|------------------------------------|---|---|
| <input type="checkbox"/> Bass | <input type="checkbox"/> Anhinga | <input type="checkbox"/> Woodstork | <input checked="" type="checkbox"/> Turtles | <input type="checkbox"/> Other Species: _____ |
| <input type="checkbox"/> Bream | <input type="checkbox"/> Cormorant | <input type="checkbox"/> Ducks | <input type="checkbox"/> Snakes | _____ |
| <input type="checkbox"/> Catfish | <input type="checkbox"/> Egrets | <input type="checkbox"/> Osprey | <input type="checkbox"/> Alligator | _____ |
| <input type="checkbox"/> Gambusia | <input type="checkbox"/> Herons | <input type="checkbox"/> Ibis | <input checked="" type="checkbox"/> Frogs | _____ |

NATIVE/BENEFICIAL VEGETATION NOTED

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> Arrowhead | <input checked="" type="checkbox"/> Bulrush | <input type="checkbox"/> Lotus | <input type="checkbox"/> Slender Spikerush |
| <input checked="" type="checkbox"/> Cordgrass | <input type="checkbox"/> Lily | <input type="checkbox"/> Chara | <input type="checkbox"/> Blue Flag Iris |
| <input checked="" type="checkbox"/> Bacopa | <input type="checkbox"/> Golden Canna | <input checked="" type="checkbox"/> Naiad | <input type="checkbox"/> Bladderwort |
| <input type="checkbox"/> Pickerelweed | <input checked="" type="checkbox"/> Spadderdock | <input type="checkbox"/> Eelgrass | <input type="checkbox"/> Pondweed |

DID YOU KNOW? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.



CUSTOMER SERVICE REPORT

Customer: Wildlight
 Customer ID: J19267
 Field Biologist: Paul Mosteller

Date of Visit: 3/19/2024
 Weather: 70 °F High
 0% ☁️



Pond 01



Pond 02



Pond 05



Pond 10



Pond 11



Pond 12

DID YOU KNOW? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.



CUSTOMER SERVICE REPORT

Customer: Wildlight
 Customer ID: J19267
 Field Biologist: Paul Mosteller

Date of Visit: 3/26/2024
 Weather: 78 °F High
0% ☁

WATERWAY AND DITCH TREATMENTS

Site	3	4	6	7	8	9									
Algae															
Submersed Weeds															
Shoreline Grasses & Brush			x	x											
Floating Weeds		x		x	x										
Mosquito Larvicide															
Pond Dye															
Inspection	x					x									
Debris Removal															

COMMENTS: Ponds 4, 7, and 8 were treated for floating weeds. Ponds 6 and 7 were treated for shoreline grasses. Pond 3 and 9 were inspected.

CARP PROGRAM

- Carp Observed
- Barriers Inspected

FLOW

- None
- Slight
- Visible

WATER CLARITY

- < 1'
- 1-2'
- 2-4'
- >4'

WATER LEVELS

- High
- Normal
- Low

FISH/WILDLIFE OBSERVATIONS

- | | | | | |
|---|---|------------------------------------|---|---|
| <input checked="" type="checkbox"/> Bass | <input type="checkbox"/> Anhinga | <input type="checkbox"/> Woodstork | <input checked="" type="checkbox"/> Turtles | <input type="checkbox"/> Other Species: _____ |
| <input checked="" type="checkbox"/> Bream | <input checked="" type="checkbox"/> Cormorant | <input type="checkbox"/> Ducks | <input type="checkbox"/> Snakes | _____ |
| <input type="checkbox"/> Catfish | <input type="checkbox"/> Egrets | <input type="checkbox"/> Osprey | <input checked="" type="checkbox"/> Alligator | _____ |
| <input type="checkbox"/> Gambusia | <input type="checkbox"/> Herons | <input type="checkbox"/> Ibis | <input checked="" type="checkbox"/> Frogs | _____ |

NATIVE/BENEFICIAL VEGETATION NOTED

- | | | | |
|--|---|-----------------------------------|--|
| <input checked="" type="checkbox"/> Arrowhead | <input checked="" type="checkbox"/> Bulrush | <input type="checkbox"/> Lotus | <input type="checkbox"/> Slender Spikerush |
| <input checked="" type="checkbox"/> Cordgrass | <input checked="" type="checkbox"/> Lily | <input type="checkbox"/> Chara | <input type="checkbox"/> Blue Flag Iris |
| <input checked="" type="checkbox"/> Bacopa | <input type="checkbox"/> Golden Canna | <input type="checkbox"/> Naiad | <input type="checkbox"/> Bladderwort |
| <input checked="" type="checkbox"/> Pickerelweed | <input type="checkbox"/> Spadderdock | <input type="checkbox"/> Eelgrass | <input type="checkbox"/> Pondweed |

DID YOU KNOW? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.



CUSTOMER SERVICE REPORT

Customer: Wildlight
 Customer ID: J19267
 Field Biologist: Paul Mosteller

Date of Visit: 3/26/2024
 Weather: 78 °F High
 0% ☁️



Pond 03



Pond 04



Pond 06



Pond 07



Pond 08



Pond 09

DID YOU KNOW? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

Exhibit "B"

Boardwalk & Trail Inspection Reports March 2024

Wildlight Boardwalk & Trail Safety Checklist

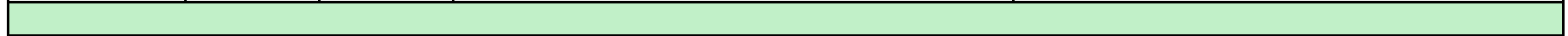
Minimum Frequency - Monthly

Inspection Date:	3/11/2024
Inspector:	Roger Kintz
Location:	Wildlight Pioneer Park Docks.



Boardwalks

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



Trails

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



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

Wildlight Boardwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	3/11/2024	
Inspector:	Roger Kintz	
Location:	Dock behind St Clares	

Boardwalks

Needs Work	OK		Description	Notes
	Ok		Handrails are in good repair	
	OK		No cracked or broken boards	
	Ok		No exposed/raised fasteners	
	Ok		Surfaces are splinter free	
	Ok		Surfaces are clean & free of trip hazards	
Needs Work		In progress	Smooth transition between boardwalk and trail surface	Erosion Issue. ENSD sent Engineer out to look in Jan.
	Ok		Waste receptacles emptied	
	Ok		Warning signs in place	
	Ok		Surrounding vegetation clear of boardwalk	

Trails

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

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

Wildlight Boardwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	3/11/2024	
Inspector:	Roger Kintz	
Location:	Foret Park . Founders Park Mobility Tr	

Boardwalks

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

Trails

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

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

Wildlight Boardwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	3/11/2024	
Inspector:	Roger Kintz	
Location:	Dock At Whistling Duck Inspection	

Boardwalks

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

Trails

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

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

Wildlight Boarkwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	3/11/2024	
Inspector:	Roger Kintz	
Location:	Dock At Coin Toss	

Boardwalks

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

Trails

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

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

Wildlight Boardwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	3/12/2024
Inspector:	Roger Kintz
Location:	Concrete Sidewalk Along ST RD 200 Inspection

Boardwalks

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

Trails

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

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

Wildlight Boardwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	3/12/2024	
Inspector:	Roger Kintz	
Location:	Concrete Sidewalk In Common Area Inspections.	

Boardwalks

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

Trails

Needs Work	OK	N/A	Description	Notes
	Issue		Surface material in good repair & free of trip hazards	
	Ok		Surface is weed and debris free	
	Ok		Transition areas are smooth & free of trip hazards	
	Issue	In progress	Free of damage & major cracks	Cracked Sidewalk on Buttonwood Lp. Wok Order placed.
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
	Ok		Irrigation system does not overspray onto trail	

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

Wildlight Boardwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	3/11/2024	
Inspector:	Roger Kintz	
Location:	Wildlight Boardwalk Along ST RD 200	

Boardwalks

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

Trails

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

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

Wildlight Boardwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	3/12/2024	
Inspector:	Roger Kintz	
Location:	Hike and Bike Blacktop Trails	

Boardwalks

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

Trails

Needs Work	OK	N/A	Description	Notes
	Issue	In Progress.	Surface material in good repair & free of trip hazards	raised area of blacktop on Wildlight Ext just past Curiosity
	Ok		Surface is weed and debris free	
	Ok		Transition areas are smooth & free of trip hazards	
	Ok		Free of damage & major cracks	
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
	Ok		Irrigation system does not overspray onto trail	

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

Wildlight Boardwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	3/13/2024	
Inspector:	Roger Kintz	
Location:	Waterbug Trail	

Boardwalks

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

Trails

Needs Work	OK	N/A	Description	Notes
	Issue	In Progress.	Surface material in good repair & free of trip hazards	raised area of blacktop on Wildlight Ext just past Curiosity
	Ok		Surface is weed and debris free	
	Ok		Transition areas are smooth & free of trip hazards	
	Ok		Free of damage & major cracks	
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
	Ok		Irrigation system does not overspray onto trail	

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

Wildlight Boardwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	3/13/2024	
Inspector:	Roger Kintz	
Location:	Ponder Cr and Coin Toss Trail.	

Boardwalks

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

Trails

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

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

Exhibit "C"

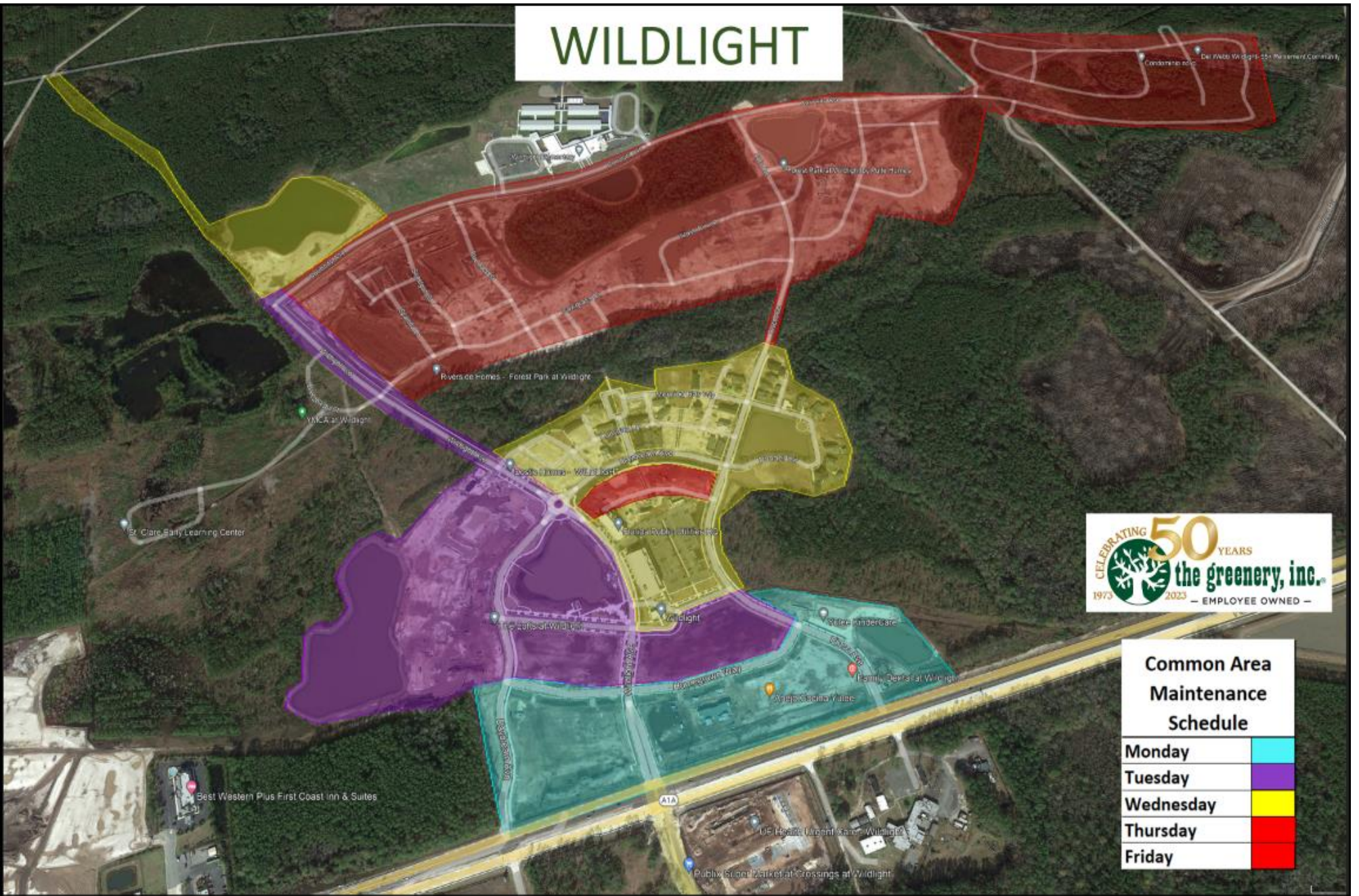
The Greenery – March 2024 Irrigation Reports

EXHIBIT "D"

The Greenery – March 2024 Landscape Maintenance Reports

Landscape Maintenance Schedule

WIDLIGHT



Common Area Maintenance Schedule	
Monday	Light Blue
Tuesday	Purple
Wednesday	Yellow
Thursday	Red
Friday	Dark Red

MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Follow-up
Townhomes	Weeds	213 Daydream	
Townhomes	Weeds	250 Wildlight Ave	
Townhomes	Weeds	Bioswale	
Common Area	Weeds	Tinker and Homegrown crack and curb weeds	
Common Area	Weeds	Weeds at Rayonier pond	
Common Area	Mowing	Straw freshen up by Crosstown entrance	

PUNCH ITEMS - OPEN

Area	Type	Description	Follow-up
Townhomes	Irrigation	Townhomes - 205 Wildlight Ave broken box	
Common Area	Irrigation	Corner of Daydream and Homegrown	Found valve, but no pressure. Check for breaks along the lines
Common Area	Irrigation	Check turf at Ponder Cir monument sign	Irrigation break, need to replace along with Ponder park
Common Area	Shrubs	Missing Magnolia on Extension	
Common Area	Shrubs	Leaning trees down Crosstown	
Common Area	Shrubs	Dead palm at extension	
Common Area	Plant Health Care	Ponder Cir park turf	What is your preference to schedule?
Common Area	Plant Health Care	Leaning tree on curiosity, homegrown, salt marsh loop	
Common Area	Mowing	Suckers and guide wires on trees at Office condo	
Common Area	Shrubs	Finish trimming bio swale while dry	
Common Area	Irrigation	Apparent break at Floco and Ponder Cir. Area flagged behind storm drain	
Common Area	Weeds	Ponder Cir park	
Common Area	Irrigation	Wildlight ext - irrigation top is missing on one box. Left side before Hathway	
Townhomes	Mowing	Edge and mow alley way between townhomes	
Common Area	Mowing	Palm battons on palm by Mocama	
Common Area	Weeds	Down bridge on Wildlight Ave	
Common Area	Plant Health Care	Turf weeds down Sawgrass	
Common Area	Mowing	Edge and spray beds down mobility trail from Sawgrass to Curiosity	
Common Area	Mowing	Remove wood blocks by Rayonier Pond	
Townhomes	Irrigation	Possible break by 217 Daydream curb	
Common Area	Weeds	Pond by buttonwood park	
Common Area	Weeds	Crack weeds down Floco	
Common Area	Mowing	Pine straw needed by brewery	
Common Area	Shrubs	Need to clean up beds on Curiosity at intersections of Floco and Muhly	Need to scrape sod and propose drainage

PUNCH ITEMS - HISTORICAL (1 month trailing)

MAINTENANCE UPDATE

Area	Type	Description	Follow-up
Common Area	Weeds	Commercial parking lot area	
Common Area	Weeds	Trash and weeds at Julep Park	
Common Area	Weeds	Crack weeds at Dog Trot and Waterbug Park	
Common Area	Weeds	Weeds at Rayonier pond bank	
Common Area	Weeds	Crack weeds at Waterbug park	
Common Area	Shrubs	Palm fronds at 217 Daydream and Buttonwood Loop	
Townhomes	Weeds	Under roses at 225 Daydream	
Townhomes	Weeds	Weeds and debris at 209 Daydream	
Townhomes	Weeds	262 Daydream	
Common Area	Plant Health Care	check magnolia tree health along Wildlight extension	
Common Area	Irrigation	Pulte model home park - mainline break?	
Common Area	Irrigation	Crosstown - mainline break?	
Common Area	Weeds	Bioswale	
Common Area	Mowing	Ferns in palms at corner of Floco and Ponder	
Common Area	Irrigation	Rain sensor knocked over at Office condo	
Common Area	Irrigation	Broken line and weeping heads at Rayonier parking island	
Common Area	Irrigation	Check rain sensors (Clock at Forest Park reported running during rain)	
Common Area	Irrigation	Broken bubbler at bio swale by 262 Daydream	
Common Area	Shrubs	Leaning palm at Hammock	
Common Area	Weeds	Weedeat fence line behind Lofts apts	
Common Area	Shrubs	Tree stakes on pines - mobility trail by school and Curiosity ave by del webb	
Common Area	Weeds	Tree rings down mobility trail between Sawgrass and Curiosity	
Common Area	Shrubs	Suckers in Crepe Myrtle at mobility trail	
Common Area	Weeds	In Waterbug Park and Pool	
Common Area	Shrubs	In Waterbug Park and Pool	
Common Area	Weeds	Crosstown - in roses and pavers of roundabouts	
Common Area	Mowing	Trash in beds at Crosstown, especially by kayak launch	
Common Area	Weeds	Curiosity - by muhly grass and across from Hammock Park	
Townhomes	Irrigation	Bubbler by palm tree on Wildlight Ave needs to be buried or cut back	
Common Area	Irrigation	Valve covers off at Crosstown. If working on, we need to cover back up EOD	
Common Area	Mowing	Weeds in bahia swales along Curiosity by school	
Common Area	Weeds	Vines in ornamental grasses at publix berm	
Common Area	Mowing	Need to rake out ADA mulch beds at Waterbug and Hammock Park	

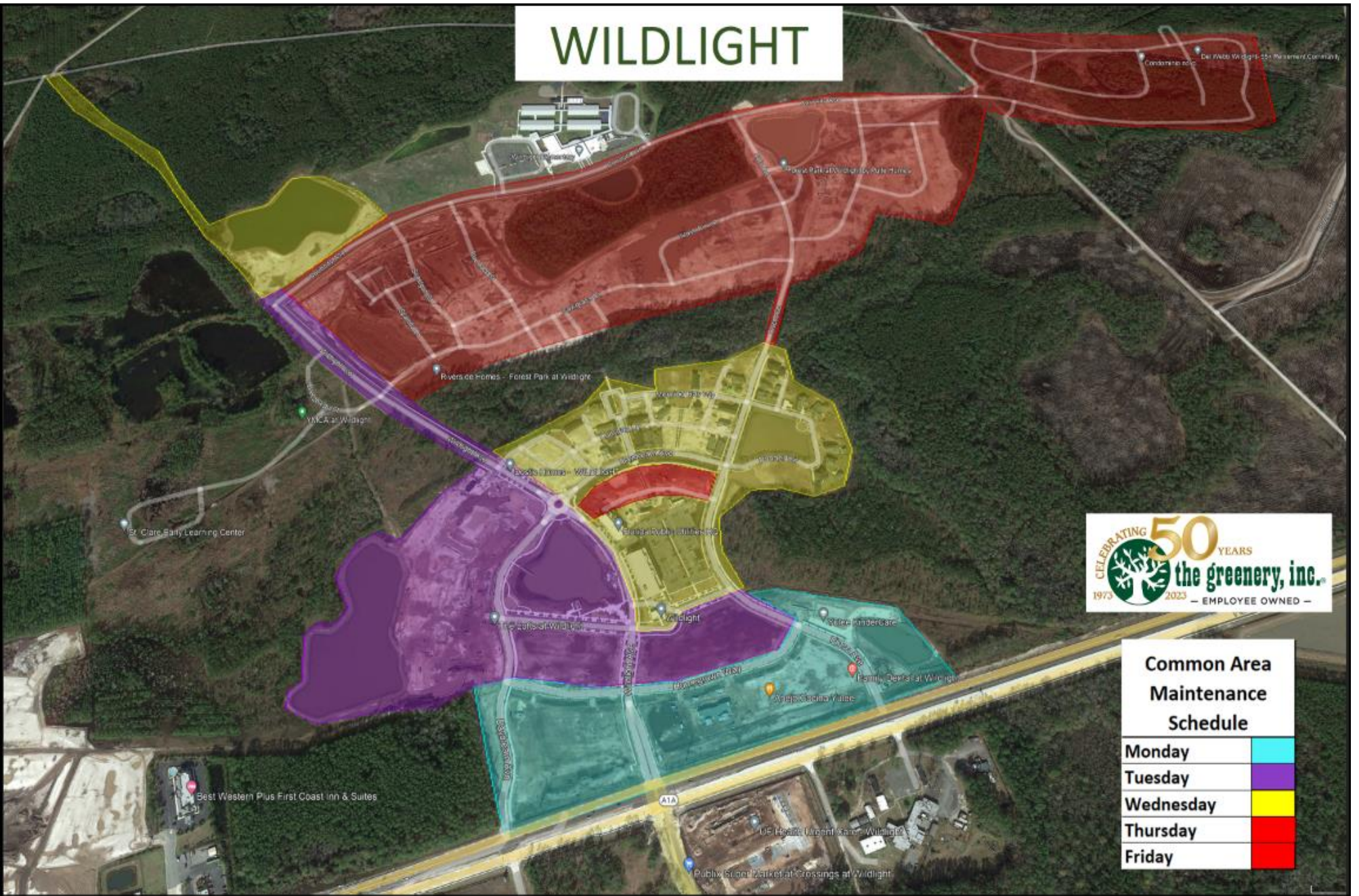
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	Proposal delivered. Waiting on reply
	Work not approved (declined)
	Work approved. Ones with completed date are finished

ENHANCEMENT OPPORTUNITIES/PROPOSALS

Opportunity #	Property Name	Opportunity Name	Opp Status	Estimated \$	Created Date	Complete Date	Lost Date
ESTIMATING							
		Crepe myrtles at walkway between townhomes?					
		Drainage for beds on North side of Curiosity past school					
DELIVERED							
59097		River birch Replant	Delivered	\$ 268	20-Oct		
58988		Irrigation at parallel parking spots by office condos.	Delivered	\$ 1,363	13-Oct		
58322		Bocee Ball synthetic turf option	Delivered	\$ 21,420	29-Sep		
58160	Wildlight Residential Association Tow	Sod replacement Front Yard 201 Daydream	Delivered	\$ 7,657	09/27/23		
58149	Wildlight Residential Association	Drainage Install Along Sidewalk by Forest Park Pond	Delivered	\$ 8,123	09/26/23	verbal	
58152	Wildlight Residential Association	Sod Replacement in Front of Pulte Models	Delivered	\$ 7,766	09/26/23		
58051	Crosstown at Wildlight	Crosstown Improvements	Delivered	\$ 22,582	09/25/23	verbal	
56567	Wildlight Waterbug Park	Washout Behind TV Wall	Delivered	\$ 3,955	08/18/23		
56158	Wildlight Residential Association Tow	Labor for Sod Install in Front of 222	Delivered	\$ 2,010	08/08/23		
56156	Wildlight Residential Association	Islands in Mobility Trail Park Replanting	Delivered	\$ 5,636	08/08/23		
56155	Wildlight Residential Association	Entrance to Mobility Trail Replanting	Delivered	\$ 3,290	08/08/23		
56153	Wildlight Residential Association	Julep Park Cord Grass Addition	Delivered	\$ 555	08/08/23		
56044	Wildlight Waterbug Park	Waterbug Game Park Drainage Install	Delivered	\$ 19,495	08/07/23		
52823	Wildlight Commercial Association	Irrigation Repairs at New Office Condos	Delivered	\$ 1,363	05/10/23		
LOST							
56656	Wildlight Residential Association Tow	Dog trot and Buttonwood loop Sod	Lost	\$ 5,778	08/22/23		
56161	Mark McHugh	Hardwood Mulch	Lost	\$ 2,490	08/08/23		
56160	Mark McHugh	Pinestraw	Lost	\$ 1,570	08/08/23		
56159	Wildlight Residential Association Tow	Labor for Sod Install in Front of 217	Lost	\$ 1,005	08/08/23		
56043	Wildlight Waterbug Park	Bocce Ball Court Replacement	Lost	\$ 34,121	08/07/23		
58059	Wildlight Curiosity Ave Enhancement	Repair Current Mainline Break	Lost	\$ 1,600	09/26/23		
WON							
58262	Skinner Wildlight Office Condos	Wildlight office condos-drainage	Won	\$ 5,967	09/28/23		
58146	Wildlight Residential Association	Ponder Cir Controller Decoder Replacement	Won	\$ 860	09/26/23		
58151	Wildlight Residential Association	Crepe Myrtle Replacement	Won	\$ 525	09/26/23		
56154	Wildlight Residential Association	Washingtonia Palm Replacement at Buttonwood	Won	\$ 790	08/08/23		
58161	Wildlight, LLC	Bush Hogging Parcels on Tinker	Won	\$ 1,175	09/27/23		
58060	Wildlight Curiosity Ave Enhancement	Moving Mainline and Wiring	Won	\$ 17,420	09/26/23		
56657	Wildlight Residential Association	Dog trot and Buttonwood loop Sod	Won	\$ -	08/22/23		

Landscape Maintenance Schedule

WIDLIGHT



Monday	Cyan
Tuesday	Purple
Wednesday	Yellow
Thursday	Red
Friday	Red

MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Follow-up
Common Area	Weeds	Pond by buttonwood park	
Common Area	Weeds	Crack weeds down Floco	
Common Area	Mowing	Pine straw needed by brewery	
Townhomes	Weeds	217 and 205 Daydream	
Townhomes	Weeds	250 Wildlight Ave	
Common Area	Mowing	Edge and spray beds down mobility trail from Sawgrass to Curiosity	
Common Area	Mowing	Remove wood blocks by Rayonier Pond	
Townhomes	Mowing	Edge and mow alley way between townhomes	
Common Area	Mowing	Palm battons on palm by Mocama	
Common Area	Weeds	Down bridge on Wildlight Ave	
Common Area	Weeds	Ponder Cir park	

PUNCH ITEMS - OPEN

Area	Type	Description	Follow-up
Townhomes	Irrigation	Townhomes - 205 Wildlight Ave broken box	
Common Area	Irrigation	Corner of Daydream and Homegrown	Found valve, but no pressure. Check for breaks along the lines
Common Area	Irrigation	Check turf at Ponder Cir monument sign	Irrigation break, need to replace along with Ponder park
Common Area	Shrubs	Missing Magnolia on Extension	
Common Area	Shrubs	Leaning trees down Crosstown	
Common Area	Shrubs	Dead palm at extension	
Common Area	Plant Health Care	Ponder Cir park turf	What is your preference to schedule?
Common Area	Plant Health Care	Leaning tree on curiosity, homegrown, salt marsh loop	
Common Area	Mowing	Suckers and guide wires on trees at Office condo	
Common Area	Shrubs	Finish trimming bio swale while dry	
Common Area	Irrigation	Apparent break at Floco and Ponder Cir. Area flagged behind storm drain	
Common Area	Irrigation	Wildlight ext - irrigation top is missing on one box. Left side before Hathway	
Common Area	Plant Health Care	Turf weeds down Sawgrass	
Townhomes	Irrigation	Possible break by 217 Daydream curb	
Townhomes	Weeds	Bioswale	
Townhomes	Weeds	Weeds and trimming shrubs down walkway between townhomes	
Townhomes	Shrubs	Replace shrubs at 263 Daydream	
Townhomes	Shrubs	Tip shrubs and dead fronds at 251 Daydream	
Townhomes	Shrubs	Cut grasses off of sidewalk at 201 Daydream	
Townhomes	Weeds	In shrubs at 230 Daydream	
Common Area	Shrubs	Scale and ants in Coonties at pool	

MAINTENANCE UPDATE

Common Area	Weeds	Weeds in beds and turf at Publix berm	
Common Area	Mowing	Mow pond behind The Lofts	
Common Area	Enhancement opp	Lower drain into woods along path between school and Sawgrass	
Common Area	Shrubs	Throw dead pine into woods along path bw school and Sawgrass	
Common Area	Weeds	Buttonwood Park	
Common Area	Weeds	Waterbug Berm	
Common Area	Weeds	Sawgrass park	
Common Area	Shrubs	Need to clean up beds on Curiosity at intersections of Floco and Muhly	Need to scrape sod and propose drainage

PUNCH ITEMS - HISTORICAL (1 month trailing)

Area	Type	Description	Follow-up
Townhomes	Weeds	213 Daydream	
Townhomes	Weeds	250 Wildlight Ave	
Townhomes	Weeds	Bioswale	
Common Area	Weeds	Tinker and Homegrown crack and curb weeds	
Common Area	Weeds	Weeds at Rayonier pond	
Common Area	Mowing	Straw freshen up by Crosstown entrance	

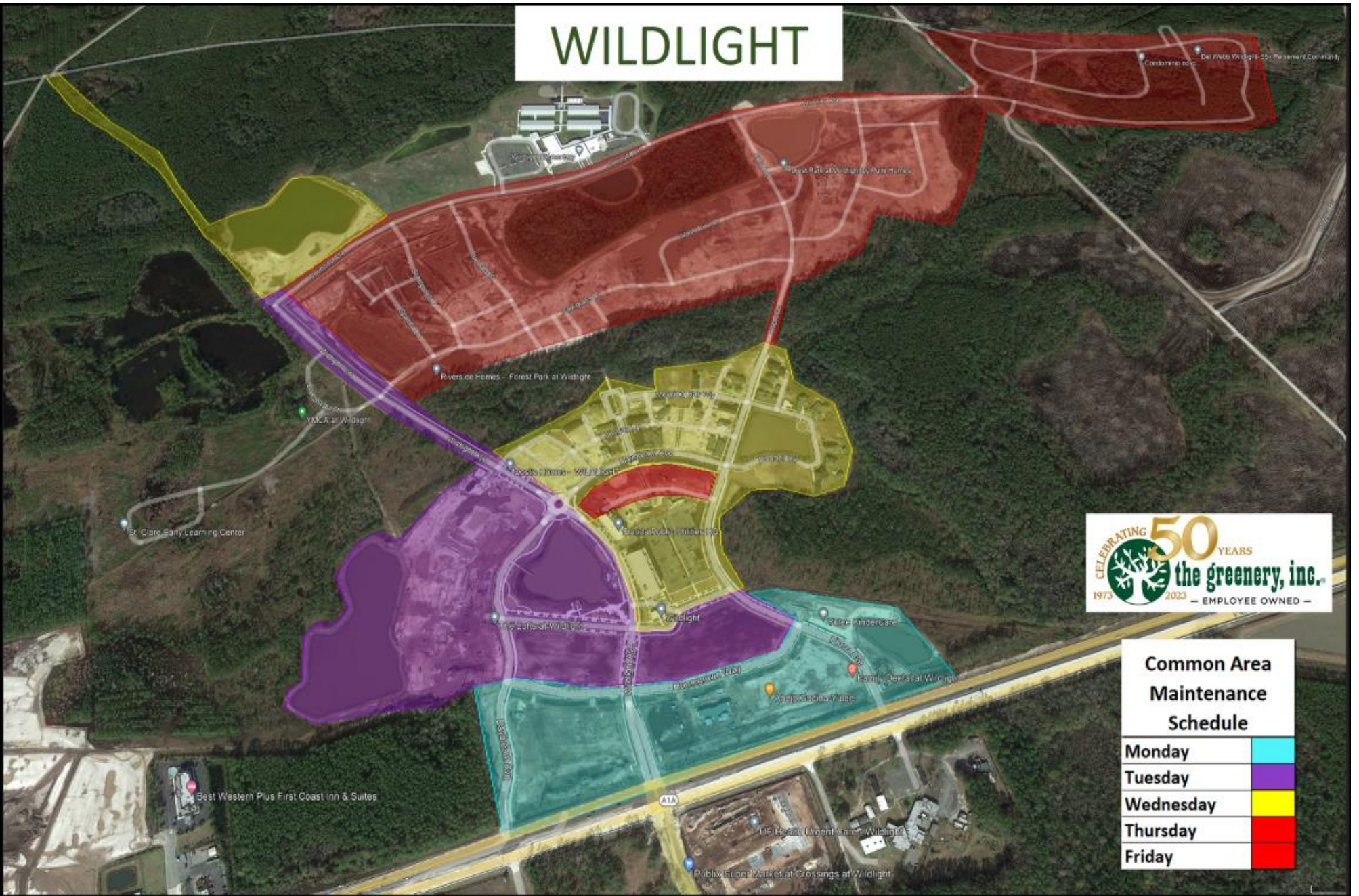
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ENHANCEMENT OPPORTUNITIES/PROPOSALS

Opportunity #	Property Name	Opportunity Name	Opp Status	Estimated \$	Created Date	Complete Date	Lost Date
ESTIMATING							
		Crepe myrtles at walkway between townhomes?					
		Drainage for beds on North side of Curiosity past school					
DELIVERED							
59097		River birch Replant	Delivered	\$ 268	20-Oct		
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58051	Crosstown at Wildlight	Crosstown Improvements	Delivered	\$ 22,582	09/25/23	verbal	
56567	Wildlight Waterbug Park	Washout Behind TV Wall	Delivered	\$ 3,955	08/18/23		
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56153	Wildlight Residential Association	Julep Park Cord Grass Addition	Delivered	\$ 555	08/08/23		
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LOST							
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56043	Wildlight Waterbug Park	Bocce Ball Court Replacement	Lost	\$ 34,121	08/07/23		
58059	Wildlight Curiosity Ave Enhancement	Repair Current Mainline Break	Lost	\$ 1,600	09/26/23		
WON							
58262	Skinner Wildlight Office Condos	Wildlight office condos-drainage	Won	\$ 5,967	09/28/23		
58146	Wildlight Residential Association	Ponder Cir Controller Decoder Replacement	Won	\$ 860	09/26/23		
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56154	Wildlight Residential Association	Washingtonia Palm Replacement at Buttonwood	Won	\$ 790	08/08/23		
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56657	Wildlight Residential Association	Dog trot and Buttonwood loop Sod	Won	\$ -	08/22/23		

Landscape Maintenance Schedule

WIDLIGHT



Common Area Maintenance Schedule	
Monday	Cyan
Tuesday	Purple
Wednesday	Yellow
Thursday	Red
Friday	Red

MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Follow-up
Townhomes	Irrigation	Possible break by 217 Daydream curb	
Townhomes	Weeds	Bioswale	
Townhomes	Weeds	Weeds and trimming shrubs down walkway between townhomes	
Townhomes	Shrubs	Cut grasses off of sidewalk at 201 Daydream	
Townhomes	Weeds	In shrubs at 230 Daydream	
Common Area	Weeds	Weeds in beds and turf at Publix berm	
Common Area	Mowing	Mow pond behind The Lofts	
Common Area	Shrubs	Throw dead pine into woods along path bw school and Sawgrass	
Common Area	Weeds	Waterbug Berm	
Common Area	Mowing	Mow and edge office condos	
Common Area	Irrigation	Walkway between Curiosity and Sawgrass	

PUNCH ITEMS - OPEN

Area	Type	Description	Follow-up
Townhomes	Irrigation	Townhomes - 205 Wildlight Ave broken box	
Common Area	Irrigation	Corner of Daydream and Homegrown	Found valve, but no pressure. Check for breaks along the lines
Common Area	Irrigation	Check turf at Ponder Cir monument sign	Irrigation break, need to replace along with Ponder park
Common Area	Shrubs	Missing Magnolia on Extension	
Common Area	Shrubs	Leaning trees down Crosstown	
Common Area	Shrubs	Dead palm at extension	
Common Area	Plant Health Care	Ponder Cir park turf	What is your preference to schedule?
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Townhomes	Shrubs	Replace shrubs at 263 Daydream	
Townhomes	Shrubs	Tip shrubs and dead fronds at 251 Daydream	
Common Area	Shrubs	Scale and ants in Coonties at pool	
Common Area	Enhancement opp	Lower drain into woods along path between school and Sawgrass	
Common Area	Weeds	Buttonwood Park	OTT applied
Common Area	Weeds	Sawgrass park	OTT applied
Common Area	Weeds	Office condos	OTT applied
Common Area	Shrubs	Trim in front of commercial lots	

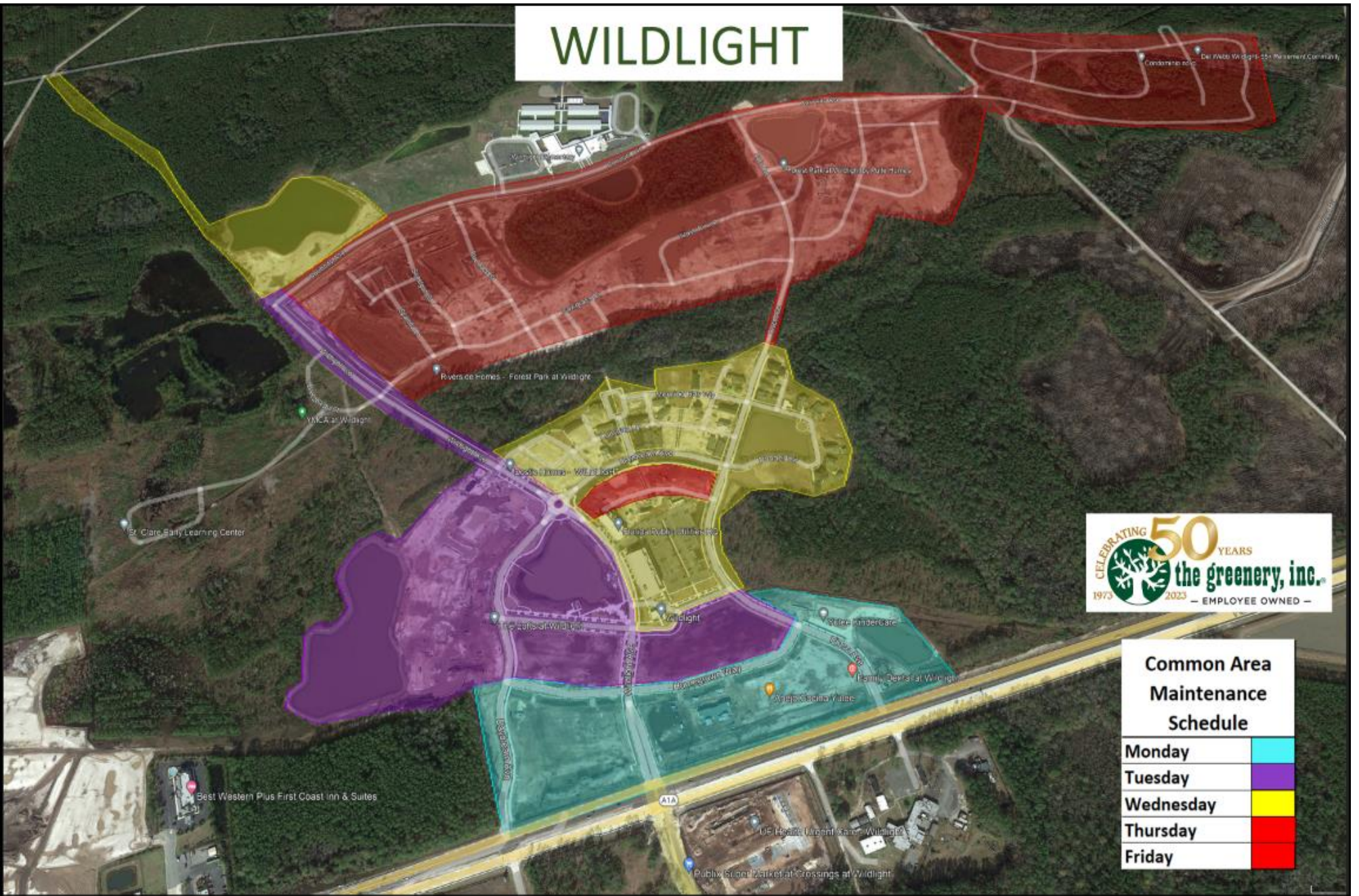
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Landscape Maintenance Schedule

WIDLIGHT



Common Area Maintenance Schedule	
Monday	Cyan
Tuesday	Purple
Wednesday	Yellow
Thursday	Red
Friday	Red

MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Follow-up
Common Area	Shrubs	Trim shrubs in front of commercial lots	
Common Area	Mowing	Mowing and edging around construction entrance	
Common Area	Mowing	Mow entrance to boardwalk on Ponder Cir.	
Common Area	Weeds	Buttonwood Park	OTT applied
Common Area	Weeds	Waterbug Berm	OTT applied
Common Area	Weeds	Sawgrass park	OTT applied
Common Area	Plant Health Care	Turf weeds down Sawgrass	

PUNCH ITEMS - OPEN

Area	Type	Description	Follow-up
Common Area	Irrigation	Corner of Daydream and Homegrown	Found valve, but no pressure. Check for breaks along the lines
Common Area	Irrigation	Check turf at Ponder Cir monument sign	Irrigation break, need to replace along with Ponder park
Common Area	Shrubs	Missing Magnolia on Extension	
Common Area	Shrubs	Leaning trees down Crosstown	
Common Area	Shrubs	Dead palm at extension	
Common Area	Plant Health Care	Ponder Cir park turf	What is your preference to schedule?
Common Area	Plant Health Care	Leaning tree on curiosity, homegrown, salt marsh loop	
Common Area	Mowing	Suckers and guide wires on trees at Office condo	
Common Area	Shrubs	Finish trimming bio swale while dry	
Common Area	Irrigation	Apparent break at Floco and Ponder Cir. Area flagged behind storm drain	
Common Area	Irrigation	Wildlight ext - irrigation top is missing on one box. Left side before Hathway	
Townhomes	Irrigation	Possible break by 217 Daydream curb	
Townhomes	Weeds	Bioswale	
Townhomes	Shrubs	Replace shrubs at 263 Daydream	
Common Area	Shrubs	Scale and ants in Coonties at pool	
Common Area	Enhancement opp	Lower drain into woods along path between school and Sawgrass	
Common Area	Weeds	Weeds in Blue Daze along Curiosity	OTT applied
Common Area	Weeds	Crack weeds down Floco	Planned for Friday 3/29
Common Area	Irrigation	2-wire on top of soil. Office condos	
Common Area	Weeds	Crack weeds in Rayonier parking	Planned for Friday 3/29
Common Area	Irrigation	Lower head on Floco (flagged)	
Townhomes	Weeds	Vines in shrubs behind 206 Daydream	
Townhomes	Mowing	Add soil to 251 Daydream washout	
Common Area	Shrubs	Start lifting trees along Homegrown and Tinker	
Common Area	Weeds	Crack weeds and weeds in gravel by brewery	Planned for Friday 3/29
Common Area	Enhancement opp	Dead palm on Homegrown	

**EAST NASSAU
STEWARDSHIP DISTRICT**

**STAFF
REPORTS EI**



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96135 Nassau Place, Suite 3
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April 15, 2024

Ms. Daphne Gillyard
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. Gillyard,

In accordance with FS 190.006, we are providing you with the following information that as of April 15, 2024, there are 977 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

Para solicitar este documento en español, llame a nuestra oficina al 904.491.7500

**EAST NASSAU
STEWARDSHIP DISTRICT**

**STAFF
REPORTS EII**

EAST NASSAU STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2023	Regular Meeting	10:00 AM
November 16, 2023	Regular Meeting	10:00 AM
December 18, 2023	Regular Meeting	12:00 PM
December 21, 2023 CANCELED	Regular Meeting	10:00 AM
January 18, 2024	Regular Meeting	10:00 AM
February 15, 2024	Regular Meeting	10:00 AM
March 21, 2024	Regular Meeting	10:00 AM
April 18, 2024	Regular Meeting	10:00 AM
May 16, 2024	Regular Meeting	10:00 AM
June 20, 2024	Regular Meeting	10:00 AM
July 18, 2024	Regular Meeting	10:00 AM
August 15, 2024	Regular Meeting	10:00 AM
September 19, 2024	Regular Meeting	10:00 AM