

**EAST NASSAU
STEWARDSHIP
DISTRICT**

September 16, 2021

GOVERNING BOARD

REGULAR MEETING

AGENDA

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

September 9, 2021

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

Governing Board
East Nassau Stewardship District

Dear Board Members:

The Governing Board of the East Nassau Stewardship District will hold a Regular Meeting on September 16, 2021 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Chairman's Opening Remarks
4. Public Comments *(limited to 3 minutes per person)*
5. Acceptance of Resignation of Supervisor Janet Price, Seat 4; Term Expires November 2022
6. Consider Appointment to Fill Unexpired Term of Seat 4, Term Expires November 2022
 - A. Administration of Oath of Office to Newly Appointed Supervisor *(the following to be provided in a separate package)*
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B – Memorandum of Voting Conflict
 - B. Consideration of Resolution 2021-12, Designating Certain Officers of the District, and Providing for an Effective Date

7. Consider Assignment of A.J. Johns, Inc., Construction Agreement & Acquisition of Completed Improvements (Wildlight Avenue Extension Improvements)
8. Consideration of Resolution 2021-15, Ratifying, Confirming, and Approving the Sale of the East Nassau Stewardship District Special Assessment Revenue Bonds, Series 2021; Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the East Nassau Stewardship District Special Assessment Revenue Bonds, Series 2021; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date
9. Consideration of Second Supplemental Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the East Nassau Stewardship District (Wildlight Village Phase 2)
10. Consider Request to Convey the District’s Interest in Certain Public Trails in Wildlight
11. Acceptance of Unaudited Financial Statements as of July 31, 2021
12. Approval of August 19, 2021 Public Hearing and Regular Meeting Minutes
13. Staff Reports
 - A. District Counsel: *Hopping Green & Sam, P.A.*
 - B. District Engineer: *England-Thims & Miller, Inc.*
 - C. Field Operations: *CCMC*
 - Operations Report
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: October 21, 2021 at 10:00 A.M.
 - QUORUM CHECK

MIKE HAHAJ	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
ROB FANCHER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
DAN ROACH	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
MAX HORD	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

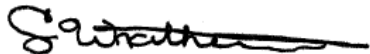
14. Board Members’ Comments/Requests

15. Public Comments

16. Adjournment

Should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 413 553 5047

**EAST NASSAU
STEWARDSHIP DISTRICT**

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NOTICE OF TENDER OF RESIGNATION

To: Governing Board
East Nassau Stewardship District
Attn: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Janet Price
Printed Name

Date: June 17, 2021
Date

I hereby tender my resignation as a member of the Governing Board of the *East Nassau Stewardship District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Governing Board.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Janet Price
Signature

**EAST NASSAU
STEWARDSHIP DISTRICT**

6B

RESOLUTION 2021-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the East Nassau Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. **Craig Wrathell** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Cindy Cerbone is appointed Assistant Secretary.

Kristen Suit is appointed Assistant Secretary.

SECTION 4. **Craig Wrathell** is appointed Treasurer.

Jeff Pinder is appointed Assistant Treasurer.

SECTION 5. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of September, 2021.

ATTEST:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**EAST NASSAU
STEWARDSHIP DISTRICT**

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**ASSIGNMENT OF CONSTRUCTION AGREEMENT &
ACQUISITION OF COMPLETED IMPROVEMENTS
(WIDLIGHT AVENUE EXTENSION IMPROVEMENTS)**

Assignor: Wildlight LLC (“Assignor”)
Owner/Assignee: East Nassau Stewardship District (“Assignee”)
Contractor: A.J. Johns, Inc. (“Contractor”)
Contract: Construction Agreement (Wildlight Avenue Extension Improvements) dated August 17, 2021 (“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 Contractor’s Acknowledgement and Acceptance of Assignment and Release. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof relating to the Project. Additionally, Assignee, by separate Bill of Sale, and subject to the terms of that *Agreement by and between East Nassau Stewardship District and Wildlight LLC Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, dated April 30, 2021, agrees to acquire all work conducted to date as part of the Project. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee. 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 _____, 2021.

WIDLIGHT LLC

**EAST NASSAU STEWARDSHIP
DISTRICT**

By: _____
Name: Wes Hinton
Title: Vice President

By: _____
Name: Mike Hahaj
Title: Chairman

A.J. JOHNS, INC.

By: _____
Name: John Kirkland
Title: President

EXHIBITS:

- Developer’s Affidavit and Agreement Regarding Assignment of Contract
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contract with Exhibits:
 - Scrutinized Companies Statement
 - Public Entity Crimes Statement
 - Trench Safety Compliance Act Statement

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

STATE OF FLORIDA
COUNTY OF _____

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

- (i) I, Wes Hinton, serve as Vice President for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the East Nassau Stewardship District (“**District**”) to accept an assignment of the Improvement Agreement (defined below).
- (ii) The Construction Agreement (Wildlight Avenue Extension Improvements) dated August 17, 2021 (together, “**Improvement Agreement**”) between Developer and A.J. Johns, 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 East Nassau Stewardship and Wildlight LLC Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, dated April 30, 2021, 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 _____, 2021.

WILDLIGHT LLC

[Print Name]

By: _____
Name: Wes Hinton
Title: Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of _____, 2021, by Wes Hinton, as Vice President of Wildlight LLC, on its behalf. S/He [] is personally known to me or [] produced _____ as identification.

Notary Public, State of Florida

My Commission Expires: _____

(SEAL)

EXHIBIT A-2

DESCRIPTION OF PROJECT

The roadway improvements (“Improvements”) identified in the Construction Agreement (Wildlight Avenue Extension Improvements) dated August 17, 2021, between Wildlight LLC and A.J. Johns, Inc., and more specifically described as follows:

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE	TOTAL PAID TO DATE	COST TO COMPLETE IMPROVEMENT
Wildlight Avenue Extension	\$4,606,366.52	\$0.00	\$4,606,366.52

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

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, A.J. Johns, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The Construction Agreement (Wildlight Avenue Extension Improvements) dated August 17, 2021, 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 _____, 2021.

A.J. JOHNS, INC.

Name: John Kirkland

Title: President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2021, by John Kirkland, as President of A.J. Johns, Inc., on its behalf. S/He [___] is personally known to me or [___] produced _____ as identification.

Notary Public, State of Florida

My Commission Expires: _____

(SEAL)

EXHIBIT A

DESCRIPTION OF PROJECT

The roadway improvements (“Improvements”) identified in the Construction Agreement (Wildlight Avenue Extension Improvements) dated August 17, 2021, between Wildlight LLC and A.J. Johns, Inc., and more specifically described as follows:

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE	TOTAL PAID TO DATE	COST TO COMPLETE IMPROVEMENT
Wildlight Avenue Extension	\$4,606,366.52	\$0.00	\$4,606,366.52

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)
(WILDLIGHT AVENUE EXTENSION IMPROVEMENTS)**

1. ASSIGNMENT. This Addendum applies to that certain Construction Agreement (Wildlight Avenue Extension Improvements) dated August 17, 2021, between the East Nassau Stewardship District (“**District**”) and A.J. Johns, Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. 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 existing to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) 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 final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all documents required for and final payment to the Contractor, subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including Sections 218.735 and 255.078, Florida Statutes.

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 Two Million Dollars (\$2,000,000), 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. 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: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
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. 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.

16. E-VERIFY. The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition of the Assignment and the Addendum, 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.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. Any party may terminate the Contract or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

A.J. JOHNS, INC.

Witness

By: John Kirkland

Title: President

Print Name of Witness

EAST NASSAU STEWARDSHIP DISTRICT

Witness

By: Mike Hahaj

Its: Chairman

Print Name of Witness

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

EXHIBIT A

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 John Kirkland
(print individual's name and title)

for A.J. Johns, Inc.
(print name of entity submitting sworn statement)

whose business address is

3225 Anniston Road, Jacksonville, Florida 32246

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 _____, 2021, by John Kirkland, as President of A.J. Johns, Inc., on its behalf, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

My Commission Expires: _____

(SEAL)

EXHIBIT B

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 President for A.J. Johns, Inc. ("Contractor") and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 3225 Anniston Road, Jacksonville, Florida 32246

-
4. Contractor's Federal Employer Identification Number (FEIN) is 59-1289863

(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 _____, 2021.

By: John Kirkland

Title: President

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2021, by _____ John Kirkland , as President of A.J. Johns, Inc., on its behalf, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

My Commission Expires: _____

(SEAL)

EXHIBIT C

**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 _____, 2021.

Contractor: A.J. Johns, Inc.

By: John Kirkland
Title: President

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2021, by John Kirkland, as President of A.J. Johns, Inc., on its behalf, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

My Commission Expires: _____

(SEAL)

**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 _____, 2021.

Subcontractor: _____

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2021, by _____, as _____ of _____ [Subcontractor], on its behalf, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

My Commission Expires: _____

(SEAL)

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
(WILDLIGHT AVENUE EXTENSION IMPROVEMENTS)**

_____, 2021

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 *Master Engineer's Report for Wildlight Village Phase 2*, as revised March 26, 2021, and the *Supplemental Engineer's Report for Series 2021 Project, Wildlight Village Phase 2*, dated March 26, 2021 (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 _____, 2021, 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 IMPROVEMENTS

The roadway improvements (“Improvements”) identified in the Construction Agreement (Wildlight Avenue Extension Improvements) dated August 17, 2021, between Wildlight LLC and A.J. Johns, Inc., and more specifically described as follows:

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE	TOTAL PAID TO DATE	COST TO COMPLETE IMPROVEMENT
Wildlight Avenue Extension	\$4,606,366.52	\$0.00	\$4,606,366.52

**CERTIFICATE OF CONSULTING ENGINEER
FOR ASSIGNMENT OF IMPROVEMENTS
(WILDLIGHT AVENUE EXTENSION IMPROVEMENTS)**

_____, 2021

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 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 *Master Engineer’s Report for Wildlight Village Phase 2*, as revised March 26, 2021, and the *Supplemental Engineer’s Report for Series 2021 Project, Wildlight Village Phase 2*, dated March 26, 2021 (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 _____, 2021, 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 IMPROVEMENTS

The roadway improvements (“Improvements”) identified in the Construction Agreement (Wildlight Avenue Extension Improvements) dated August 17, 2021, between Wildlight LLC and A.J. Johns, Inc., and more specifically described as follows:

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE	TOTAL PAID TO DATE	COST TO COMPLETE IMPROVEMENT
Wildlight Avenue Extension	\$4,606,366.52	\$0.00	\$4,606,366.52

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

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CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

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CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

PROJECT NAME: Wildlight Ave Extension; **PROJECT NUMBER:** CB-21-00025 ("Project")

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this 17th day of August, 2021 by and between the Parties identified as Owner and Contractor in the "**Key Business Terms**," attached to the Agreement as **Exhibit "A"** and incorporated herein by reference. The Project is located at the Site and Property identified in the Key Business Terms.

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

1. ENTIRE AGREEMENT

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

2. THE WORK

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

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

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

3 THE CONTRACT DOCUMENTS

3.1 The Contract Documents consist of:

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

CONSTRUCTION AGREEMENT

COST PLUS with GUARANTEED MAXIMUM PRICE

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

4 PLANS, SPECIFICATIONS AND PROJECT MANUAL

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

5 CONTRACT PRICE

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

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

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

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

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

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

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

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

5.2.7 Miscellaneous Costs:

CONSTRUCTION AGREEMENT

COST PLUS with GUARANTEED MAXIMUM PRICE

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

5.3 The Cost of the Work excludes:

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

6 PAYMENT AND PERFORMANCE BONDS

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

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

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

7 CONTRACT TIME

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

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

8 PERMITS AND LICENSES

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

9 MATERIALLY DIFFERING SITE CONDITIONS

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

10 CONFIDENTIALITY

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

11 NO PROMOTION

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

12 SUBSTANTIAL COMPLETION

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

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13 LIQUIDATED DAMAGES

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

14 ACCEPTANCE OF WORK

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

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

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

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

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

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

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

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

15 EXTENSION OF TIME

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- 15.1 Contractor may be entitled to an extension of the Contract Time in the event of delay to the planned critical path activities on the then most current update to the Construction Schedule due solely to Owner ordered Changes to the Work; Owner ordered Suspension; any acts or omissions of Owner or Design Professional, or any employee, consultant, representative, or agent of any of them; a Force Majeure Event (as defined in Section 15.5); an Abnormal Adverse Weather Conditions (as defined in Section 15.4); a Differing Site Condition; or other causes that are beyond the control and without the fault or negligence of Contractor or any of its subcontractors, suppliers, or vendors of any tier, or any of the employees, consultants, representatives, or agents of any of them.
- 15.2 Contractor will only be entitled to a time extension under Section 15.1 if and to the extent that it provides Owner with written notice of the existence of the delay and written submission of the following information within the time periods set forth in Sections 15.3 or 15.4, as applicable:
- 15.2.1 Nature of the delay
 - 15.2.2 Cause of the delay;
 - 15.2.3 Date that the delay first started;
 - 15.2.4 Actual or estimated length of the delay;
 - 15.2.5 A copy of the most current update to the Construction Schedule that immediately preceded the start of the delay;
 - 15.2.6 Identification of the specific critical path activities on the then current update to the Construction Schedule impacted by the delay; and
 - 15.2.7 Recommended actions to avoid or minimize the effects of the delay.
- Contractor acknowledges that Owner will be prejudiced by Contractor's failure to provide both the written notice and the written submission of such information within the time periods set forth above. Contractor's failure to provide such written notice and information within the times indicated will waive any claim that Contractor could otherwise make for a time extension due to such delay.
- 15.3 Other than a claim for a time extension due to an Abnormal Adverse Weather Condition, Contractor will provide Owner with (1) written notice of the existence of the delay within seventy-two (72) hours after the start of the delay, and (2) written submission of the information required by Section 15.2 within seven (7) days after the start of the delay.
- 15.4 An Abnormal Adverse Weather Condition occurs when the adverse weather conditions actually occurring at the Site for a particular calendar month are more severe than the adverse weather conditions that occurred at the National Oceanic and Atmospheric Administration's weather reporting station closest to the Site for the same calendar month during the previous ten (10) year period ("Abnormal Adverse Weather Condition"). To make a claim for a time extension due to Abnormal Adverse Weather Conditions, Contractor must provide Owner with (1) written notice of such claim within three (3) days of the date that the adverse weather conditions became abnormal, and (2) written submission of the information required by Section 15.2, along with (i) Contractor's daily reports documenting the actual weather conditions at the Site and (ii) the weather records of the National Oceanic and Atmospheric Administration's weather reporting station closest to the Site for the same calendar month during the previous ten (10) year period, within seven (7) days after the end of the month during which the Abnormal Adverse Weather Conditions occurred. Adverse weather conditions which do not meet the criteria set forth herein will not be cause for a time extension.
- 15.5 A force majeure event occurs when there is a delay to the planned critical path activities on the then most current update to the Construction Schedule due solely to fire, flood, landslide, sinkhole, hurricane, tornado or other unanticipated act of God, malicious mischief, theft, strike or lockout (other than by workers on this Project), national or regional shortages of material, or war, injunction, unusual delays in approval by a governing authority with jurisdiction, or other unanticipated act of Governmental; provided Contractor and its

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

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

16 APPLICATION FOR PAYMENTS AND PROCEDURES

16.1 Before signing the Agreement

16.1.1 Contractor and Owner jointly prepared the "**Draw Schedule**", which is attached to this Agreement as **Exhibit "G"** (the "Draw Schedule"), as an estimate of the anticipated monthly draw amounts that Contractor will request from Owner during the progress of the Work.

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

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

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

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

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

16.5.1 The current value of the Work, which will equal the lowest value of materials properly stored and Work properly completed and in place based upon:

16.5.1.1 The percentage and value of materials properly stored and Work properly completed and in place based upon the Schedule of Values;

16.5.1.2 The projected percentage and projected value of materials properly stored and Work properly completed and in place based upon the Draw Schedule;

16.5.1.3 The value of materials properly stored and Work properly completed and in place based upon actual Cost of the Work incurred by Contractor through the last date of the month,

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

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

17 PROGRESS PAYMENTS

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

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

18 WITHHOLDING PAYMENT TO CONTRACTOR

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

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

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

19 FINAL PAYMENT

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

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

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

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

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

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

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

20 AGREEMENT TO CORRECT DEFECTIVE WORK

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

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

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

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

21 CHANGES TO THE WORK

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

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

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

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

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

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

22 CHANGE REQUEST

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

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

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

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

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

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

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

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

23 CHANGE ORDERS

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

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

24 FIELD DIRECTIVE

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

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

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

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

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

25 CONSTRUCTION SCHEDULE

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

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

25.3 The Construction Schedule shall include the following:

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

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

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

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

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

26 PROGRESS

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

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

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

27 DEFAULT

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

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

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

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

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

28 TERMINATION FOR DEFAULT

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

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

28.3 Upon termination for default, Contractor shall:

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

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

29 OPTIONAL TERMINATION

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

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

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

30 SUSPENSION

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

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

31 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

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

32 COORDINATION AND CORRELATION OF PLANS AND SPECIFICATIONS

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

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

33 INDEPENDENT CONTRACTOR

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

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

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

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

34 SUBCONTRACTORS

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

34.1.1 The form of subcontract agreement to be used by the Contractor;

34.1.2 A list of subcontractors and suppliers to be used by the Contractor with the amount of their subcontracts and copies of signed subcontracts through that time period;

34.1.3 All subcontracts subsequently entered into shall be promptly provided by Contractor to Owner;

34.1.4 From time to time, Contractor will provide Owner within ten (10) days of Owner's written request, a list of all subcontractors and suppliers with whom Contractor has or intends to contract any portion of the performance of the Work or supply of any materials and equipment in compliance with Fla. Stat. § 713.165; and

34.1.5 From time to time, Contractor will provide Owner within ten (10) days of Owner's request, a sworn statement of account signed by Contractor showing the nature of all labor or services performed and to be performed, if any, the materials furnished, the materials to be furnished, if known, the amount paid on account to date, the amount due, and the amount to become due, if known, as of the date of the statement in compliance with Fla. Stat. § 713.16.

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

34.2.1 A provision incorporating all terms and conditions of this Agreement into such agreement;

34.2.2 A provision specifying the withholding of retention by Contractor in at least the same amounts as required by this Agreement;

34.2.3 A provision in all subcontracts, rental agreements, and purchase orders, for the benefit of Owner obligating the subcontractors, equipment lessors or suppliers to remain bound to Owner by their respective agreements with Contractor in the event of Contractor's default under this Agreement or Contractor's termination; and

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

35 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

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

36 AUTHORIZED REPRESENTATIVE – PROJECT MANAGER’S SUPERVISION

36.1 Before starting Work, Contractor shall designate a competent, authorized representative (the “Authorized Representative”) acceptable to Owner to represent and act for Contractor. Contractor shall inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of its authority to represent, act for, and bind Contractor. Such writing will specify any and all limitations of such authority. Contractor shall keep Owner informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Site at all times when Work is in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the Authorized Representative of the Contractor shall be binding upon Contractor.

36.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Owner. If, at any time during the term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reason whatsoever, unacceptable to the Owner, Contractor shall replace the unacceptable personnel with personnel acceptable to the Owner.

36.3 Owner shall also designate a competent, authorized representative (“Owner’s Authorized Representative”) to represent and act for Owner.

37 LAWS AND REGULATIONS

37.1 Contractor and its employees and representative shall at all times, comply with all Federal, State, and local laws, statutes, rules, regulations, ordinances, orders, codes, and restrictive covenants that apply in any way to the Project or the Work (the “Applicable Law(s)”).

37.2 Contractor may submit a proposal to adjust the GMP in the event that there is a change to the Applicable Laws enacted after the Parties sign the Agreement that materially increases the Cost of the Work. Contractor’s Proposal will be made within twenty-one (21) days of the effective date of the change to the Applicable Laws, providing detailed documentation of the cost effects of such change to the Applicable Laws will have on the Cost of the Work; otherwise any claim in relation to the change in the Applicable Laws will be deemed waived. If Owner concurs, the Parties will sign a Change Order memorializing the adjustment to the GMP and its basis.

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

38 STANDARDS AND CODES

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

39 COOPERATION WITH OTHERS

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

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

40 TAXES

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

41 UTILITIES

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

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

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

42 WARRANTY

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

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

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

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

43 INTELLECTUAL PROPERTY INDEMNITY

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

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

44 CONTRACTOR REPRESENTATIONS

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

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

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

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

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

45 INDEMNITY

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

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

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

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

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

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

45.3.4 Any material breach of the Contract Documents, and

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

46 LIENS

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

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

47 INSURANCE

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

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

48 PROJECT CHARACTERISTICS

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

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

48.3 Contractor will satisfy itself as to the nature and location of Work and the general and local conditions under which the Work is to be performed particularly, but without limitation, with respect to the following: those conditions affecting transportation, parking, equipment placement, equipment movement, access, hauling, disposal, handling and storage of materials; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities, and physical conditions at the Project area as a whole; topography and ground surface conditions; equipment and facilities needed preliminary to and during performance of this Agreement; and all other matters which can in any way adversely affect the proper and timely performance of the Work, or the cost associated with such performance. The

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

49 ACCESS TO WORK AREAS

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

50 DELIVERY, UNLOADING AND STORAGE

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

51 CLAIMS

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

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

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

52 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

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

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

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

53 SUBSTITUTIONS

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

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

54 EXPEDITING

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

55 LINES AND GRADES

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

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

56 CONTRACTOR FURNISHED SHOP DRAWINGS, DATA AND CORRESPONDENCE

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

57 SHOP DRAWINGS

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

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

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

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

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

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

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

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

58 DATA AND CERTIFICATES

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

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

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

58.4 Owner will conduct a review of Contractor's data and certificates and two copies marked with the review comments listed in Section 54.6 above, will be returned to the Contractor.

59 RESPONSIBILITY FOR WORK SECURITY

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

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

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

60 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

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

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

61 LABOR

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

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

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

62 SAFETY

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

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

62.3 Before starting the Work, Contractor will appoint a full-time safety representative acceptable to the Owner, who shall have the authority and responsibility to implement the Contractor's safety program, and who shall participate in periodic safety meetings. Owner shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees.

62.4 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters. Contractor shall furnish safety equipment and enforce the use of such equipment by its employees.

62.5 Contractor shall maintain accurate accident and injury reports and shall furnish Owner a monthly summary of injuries and man-hours lost due to injuries.

62.6 Contractor shall maintain all portions of the Work in a neat, clean, safe and sanitary condition at all times.

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

63 PROJECT PROTECTION

- 63.1 Contractor shall maintain all such items of protection as provided in Article 62 in a satisfactory condition until removal is authorized by Owner.
- 63.2 Contractor, at its expense and not as a Cost of the Work, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner.

64 FIRE PREVENTION

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

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COST PLUS with GUARANTEED MAXIMUM PRICE

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

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

65 PUMPING AND DRAINAGE.

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

66 DUST CONTROL

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

67 POLLUTION

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

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

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

68 EXPLOSIVES

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

69 LIMITATION OF LIABILITY

69.1 Notwithstanding anything to the contrary in the Contract Documents, no present or future constituent partner in, or agent of Owner, nor any shareholder, officer, director, employee, member, trustee, beneficiary or agent of any corporation or trust that is or becomes a constituent partner in Owner, shall be personally liable, directly or indirectly, under or in connection with the Contract Documents, or any document, instrument or certificate securing or otherwise executed in connection with the Contract Documents, or any amendments or modifications to any of the foregoing made at any time or times, heretofore or hereafter; and the subcontractor

CONSTRUCTION AGREEMENT

COST PLUS with GUARANTEED MAXIMUM PRICE

and each of its successors and assignees waives and does hereby waive any such personal liability. For purposes of the Contract Documents, and any such instruments and certificates, and any such amendments or modifications, neither the negative capital account of any constituent partner in Owner, nor any obligation of any constituent partner in Owner to restore a negative capital account or to contribute capital to Owner or to any other constituent partner in Owner, shall at any time be deemed to be the property or an asset of Owner or any such other constituent partner (and neither Contractor nor any of its successors or assignees shall have any right to collect, enforce or proceed against or with respect to any such negative capital account or partner's obligation to restore or contribute). As used in this Section, a "constituent partner" in Owner shall mean any direct partner in Owner and any person or entity that is a partner in any partnership that, directly or indirectly through one or more other partnerships, is a partner in Owner.

70 TESTING

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

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

71 CLEANING UP

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

72 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

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

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

73 COMMERCIAL ACTIVITIES

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

74 PROJECT SIGNS

74.1 With the exception of the right reserved by the Owner to erect a sign in connection with the Project and unless otherwise provided in the Contract Documents, the Contractor shall not display or permit to be displayed on or

CONSTRUCTION AGREEMENT

COST PLUS with GUARANTEED MAXIMUM PRICE

about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

75 PUBLICITY AND ADVERTISING

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

76 PROTECTION OF EXISTING PROPERTY

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

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

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

77 ILLUMINATION

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

78 NOTICES

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

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

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

CONSTRUCTION AGREEMENT

COST PLUS with GUARANTEED MAXIMUM PRICE

delivery of notice must include a street address, suite number (if applicable), city, state and zip code. If a notice address does not include such information, the notice address for such party shall be the prior proper address.

79 GOVERNING LAW AND INTERPRETATION

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

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

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

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

80 RIGHTS AND REMEDIES

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

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

81 SUCCESSORS, ASSIGNS AND ASSIGNMENT

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

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

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

82 EXAMINATION OF CONTRACTOR'S RECORDS/ACCOUNTING RECORDS

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

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

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

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

83 ATTORNEYS' FEES

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

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

OWNER:

By: 

Name: Thomas Jinks

Title: Sr Manager, Real Estate Development

CONTRACTOR:

By: 

Name: John Kirkland

Title: President

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

PROJECT NAME: Wildlight Ave Extension ; **PROJECT NUMBER:** CB-21-00025 (“Project”)

Exhibit “A”

The Key Business Terms

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

The Parties to this Agreement are Wildlight LLC, a Florida limited liability company (“Owner”), whose principal place of business is 1 Rayonier Way, Wildlight, FL 32097, and A.J. Johns, Inc, a Florida corporation (“Contractor”), whose principal place of business is 3225 Anniston Road, Jacksonville, FL 32246 (individually each is a “Party” and collectively they are both “Parties”).

PROPERTY: The Project is located at the street address intersection of Wildlight Ave and Curiosity Ave, as designated for the City of Wildlight, County of Nassau in the State of Florida, and more particularly described in the “**Property Description**”, which is attached to the Agreement as **Exhibit “B”** (“Property”).

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

DESIGN PROFESSIONAL: The Design Professional for the Project is England-Thims & Miller, Inc., a corporation, formed under the laws of the State of Florida (“Design Professional”), whose principal place of business is 14775 Old St. Augustine Road, Jacksonville, FL 32258.

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

3 CONTRACT DOCUMENTS

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

- .1 ;
- .2 ;

5 CONTRACT PRICE

5.1 Contractor’s Fee will be N/A percent (N/A%) of the actual Cost of the Work, or the lump sum amount of N/A US Dollars (\$4,606,366.52), as may be adjusted only in strict conformance with Article 23 of the Agreement.

Contractor guarantees that the Contract Price will not exceed the maximum price of Four million, Six hundred Six Thousand, Three Hundred Sixty Six and 52/100 U .S. Dollars (\$4,606,366.52) (the “Guaranteed Maximum Price” or “GMP”), as may be adjusted only in strict conformance with Article 23 of the Agreement.

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

5.4.1 The Cost of the Work will include the pro-rata portion of the actual salaries paid to the following approved personnel, if any, employed by Contractor who are stationed at offices other than the Site office when performing services exclusively for the benefit of Owner and the Project:

.1N/A

.2N/A

6 PAYMENT AND PERFORMANCE BONDS

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

7 CONTRACT TIME

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

- Contractor commenced Work on _____, 20____. All such Work is subject to the terms and conditions of the Contract Documents, and any payments made by Owner in connection with such Work will be credited against the GMP.
- Contractor will commence the Work within 7 days after Owner provides Contractor with a written Notice to Proceed.
- Contractor will commence the Work on _____, 20____.

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

Number	Description of required milestone achievement	Specific date/calendar days
1.	Substantial Completion of Phase 1	155
2.	Substantial Completion of Phase 2	311
	Final Completion and Acceptance	357

The Contract Time is 357 calendar days from the Commencement Date or the date of _____, 20____, as may be adjusted only in strict conformance with Article 23 of the Agreement.

12 SUBSTANTIAL COMPLETION

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

13 LIQUIDATED DAMAGES

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

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

22 CHANGES

22.3 Contractor's sole markup for all Changes in the Work shall be limited to the following:

- 22.3.1 Changes to the Work performed by Contractor: Contractor's maximum markup for overhead, general conditions, and profit will be ten percent (10%) of the direct Cost of the Work for the categories identified in Section 22.2;
- 22.3.2 Changes to the Work performed by subcontractors: Contractor's maximum markup for overhead, general conditions, and profit will be six percent (6%) of the direct Cost of the Work for the categories identified in Section 22.2; and the maximum markup for overhead, general conditions, and profit paid to any subcontractor will be six percent (6%) of the subcontractor's direct Cost of the Work for the categories identified in Section 22.2;
- 22.3.3 Adjustment to the costs of premiums for bonds will be one percent (1%) of the direct Cost of the Work for the categories identified in Section 22.2; and
- 22.3.4 Adjustment to the costs of premiums for insurance will be one percent (1%) of the direct Cost of the Work for the categories identified in Section 22.2.

78 NOTICE

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

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

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

CONTRACTOR: A.J. Johns, Inc
Attn: Chad Cockrell
3225 Anniston Road
Jacksonville, FL 32246
Facsimile: N/A
Email: ccockrell@ajjohns.com

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "B"

Property Description

Nassau County, FL Parcel IDs: 39-2N-26-0000-0001-0070

41-3N-26-0000-0001-0060

EXHIBIT 'C'
LIST OF PLANS & SPECIFICATIONS

DOCUMENT	DATE	REV.	VENDOR
Wildlight PDP #3 - Wildlight Ave. Engineering Plans	5/19/2021	0	England-Thims & Miller, Inc.
Wildlight PDP #3 - Wildlight Ave Project Manual	5/19/2021	0	England-Thims & Miller, Inc.
Geotechnical Engineering Report - Wildlight Avenue Extension	4/14/2021	0	ECS Florida, LLC
Wildlight PDP #3 - Wildlight Avenue Bid Addendum #1	6/8/2021	0	England-Thims & Miller, Inc.
Wildlight PDP #3 - Wildlight Avenue Bid Addendum #2	6/16/2021	0	England-Thims & Miller, Inc.

**EXHIBIT D
GENERAL 2 - INSURANCE FORM**

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

Additional Insured:

Rayonier Inc., ORM Timber Fund II (REIT), Inc., their subsidiaries and subsidiaries thereof
1 Rayonier Way
Wildlight, FL 32097

General Liability (Including: Aircraft Liability Insurance, if applicable, Product Liability/ Completed Operations, Contractual Liability)		
	Each Occurrence	\$ 1,000,000
	Damage to Rented Premises (Each Occurrence)	\$
	Med Exp (Any one person)	\$
	Personal & Adv Injury	\$ 1,000,000
	General Aggregate	\$ 1,000,000
	Products – Comp/Op Agg	\$ 1,000,000
Automobile Liability (Including Owned, Non-Owned and Hired Vehicles)		
	Combined Single Limit (Ea accident)	\$ 500,000
		\$1,000,000 for Washington State Department of Natural Resources, where RTRS or RFR is the buyer or permittee, the auto liability requirement as required by the State
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per accident)	\$
Worker's Compensation	WC Statutory Limits	Statutory
Employer's Liability (1)	Each Accident	\$ 100,000
	Disease (Ea Employee)	\$ 100,000
	Disease (Policy Limit)	\$ 100,000
Loggers Broad Form (Required for forestry) (Logging and Lumbering or Fire and Overcut)	Each Occurrence	\$ 1,000,000

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

Evidence of Compliance with Insurance Requirements

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

Rayonier Inc., ORM Timber Fund II (REIT), Inc., their subsidiaries and subsidiaries thereof
Insurance Compliance
PO Box 100085 - R7
Duluth, GA 30096

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

IMPORTANT

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

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

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "E"

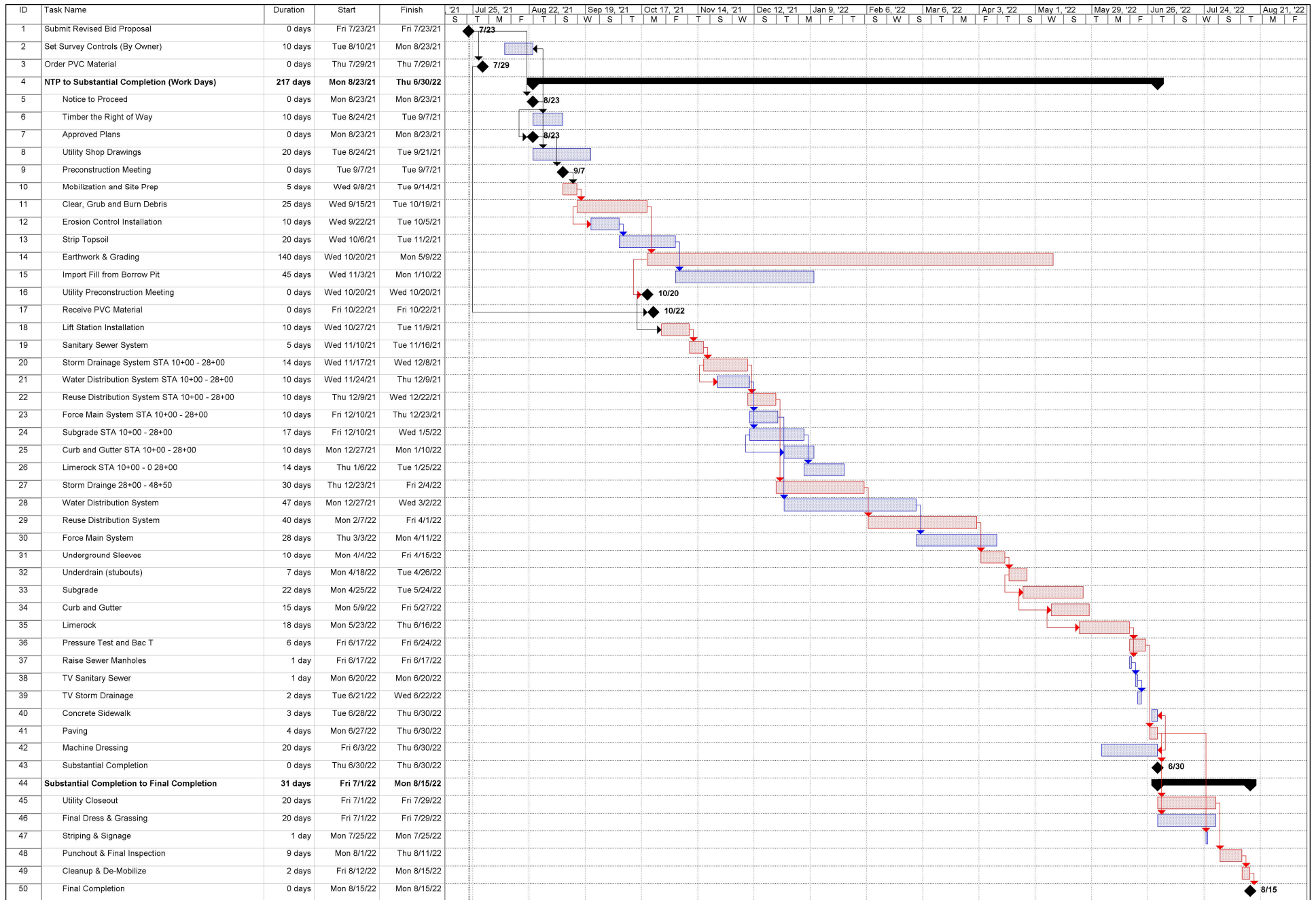
Unit Prices, Pricing Index, and Allowances

N/A

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "F"

Construction Schedule



Project: Bid Schedule
Date: Fri 7/23/21

Task: Milestone Rolled Up Critical Task Split Group By Summary

Critical Task: Summary Rolled Up Milestone External Tasks Deadline

Progress: Rolled Up Task Rolled Up Progress Project Summary

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "G"

Draw Schedule

N/A

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "H"

Schedule of Values

07/23/2021
 2021-074REV
 *** Chad

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 Wildlight Avenue Revised 7.20.21

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
Mobilization and Site Preparation					
1010	Site Preperation	1.000	LS	8,599.66	8,599.66
1020	Survey Calc & Setup	1.000	LS	4,477.20	4,477.20
1030	Project Management & Supervision	1.000	LS	77,198.24	77,198.24
1040	Mobilization	1.000	LS	5,844.96	5,844.96
Mobilization and Site Preparation Subtotal					\$96,120.06
Clearing and Grubbing					
2010	Layout Boundary	1.000	LS	1,722.00	1,722.00
2020	Clearing and Grubbing	15.000	AC	4,163.55	62,453.25
2030	Strip Site	17,194.000	CY	3.89	66,884.66
Clearing and Grubbing Subtotal					\$131,059.91
Demolition					
3010	Demolition	1.000	LS	10,747.65	10,747.65
Demolition Subtotal					\$10,747.65
Stormwater Management Facility Construction					
4010	Layout	1.000	LS	1,377.60	1,377.60
4020	Compaction Testing	1.000	LS	350.55	350.55
4030	Dewatering	1.000	LS	9,161.03	9,161.03
4040	Excavate Pond 30	12,907.000	CY	3.37	43,496.59
4050	Balance Pond 30	626.000	CY	1.01	632.26
4060	Machine Dress Pond 30 Slopes	4,288.000	SY	0.61	2,615.68
Stormwater Management Facility Construction Subtot					\$57,633.71
Earthwork					
5010	Layout	1.000	LS	6,888.00	6,888.00
5020	Compaction Testing	1.000	LS	2,195.55	2,195.55
5040	Balance Right-of-Way	67.000	CY	17.88	1,197.96
5050	Spread and Compact Right-of-Way	23,811.000	CY	1.01	24,049.11
5060	Maintain Haul Road	48,733.000	CY	1.26	61,403.58
5065	Haul and Place from Borrow Pit	48,733.000	CY	8.69	423,489.77
5070	Rough Grade Right-of-Way	68,775.000	SY	0.61	41,952.75
5080	Machine Dress Right-of-Way	49,625.000	SY	0.73	36,226.25
5090	Dress Disturbed Top of Bank	589.000	SY	0.77	453.53
Earthwork Subtotal					\$597,856.50

07/23/2021
 2021-074REV
 *** Chad

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 Wildlight Avenue Revised 7.20.21

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
Roadway Construction					
6010	Layout	1.000	LS	172.20	172.20
6020	Roadway Testing	1.000	LS	18,117.90	18,117.90
6030	12" Stabilized Sub-Grade	19,409.000	SY	7.62	147,896.58
6040	City Standard Curb	7,905.000	LF	17.22	136,124.10
6050	Valley Gutter	642.000	LF	27.06	17,372.52
6060	8" Roadway Base	17,437.000	SY	14.59	254,405.83
6070	Prime	17,437.000	SY	0.55	9,590.35
6080	Asphalt 1" 1st Lift	17,437.000	SY	7.80	136,008.60
6090	Asphalt 1" 2nd Lift	17,437.000	SY	8.02	139,844.74
6100	Striping	1.000	LS	60,054.75	60,054.75
6110	Sidewalk	2,531.000	SY	55.11	139,483.41
6120	10' Multi Use Path	4,096.000	SY	34.40	140,902.40
6130	Handicap Ramps	14.000	EA	1,267.25	17,741.50
6140	Concrete Driveway	75.000	SY	115.66	8,674.50
Roadway Construction Subtotal					\$1,226,389.38
Storm Drainage System					
7010	Layout	1.000	LS	5,682.60	5,682.60
7020	Compaction Testing	1.000	LS	5,398.47	5,398.47
7030	Trench Safety	1.000	LS	5,590.78	5,590.78
7040	Dewatering	1.000	LS	32,353.83	32,353.83
7050	42" RCP	61.000	LF	140.96	8,598.56
7060	36" RCP	793.000	LF	104.18	82,614.74
7070	30" RCP	1,093.000	LF	80.30	87,767.90
7080	24" RCP	631.000	LF	57.97	36,579.07
7090	18" RCP	436.000	LF	41.92	18,277.12
7100	15" RCP	520.000	LF	34.99	18,194.80
7110	Type "A" Curb Inlet	28.000	EA	7,527.21	210,761.88
7120	Control Structure	1.000	EA	6,365.18	6,365.18
7130	42" PIP MES	1.000	EA	6,308.86	6,308.86
7140	36" MES	3.000	EA	3,067.24	9,201.72
7150	Punch Out	1.000	LS	11,361.26	11,361.26
7160	Top Adjustment	28.000	EA	490.41	13,731.48
7170	Storm Televising	3,534.000	LF	8.12	28,696.08
Storm Drainage System Subtotal					\$587,484.33
Roadway Underdrain					
8010	Roadway Underdrain	2,000.000	LF	27.73	55,460.00
Roadway Underdrain Subtotal					\$55,460.00
Paving and Drainage As-builts					
9010	Earthwork As-builts	1.000	LS	2,706.00	2,706.00
9020	Paving As-builts	1.000	LS	8,462.40	8,462.40

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BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
9030	Drainage As-builts	1.000	LS	4,348.05	4,348.05
Paving and Drainage As-builts Subtotal					\$15,516.45
JEA Water Distribution System					
10010	Layout	1.000	LS	4,132.80	4,132.80
10020	Compaction Testing	1.000	LS	1,472.31	1,472.31
10030	Trench Safety	1.000	LS	3,990.42	3,990.42
10040	Connect to Existing	1.000	EA	3,281.15	3,281.15
10050	12" DR 18 PVC Pipe and Fittings	4,146.000	LF	74.83	310,245.18
10060	12" Gate Valves	6.000	EA	7,002.15	42,012.90
10070	Fire Hydrants	8.000	EA	6,807.74	54,461.92
10080	Flushing Valve	7.000	EA	1,743.06	12,201.42
10090	Sample Points	7.000	EA	456.89	3,198.23
10100	Wire / Pressure, Bac-T, Cleaning and Testing	4,146.000	LF	1.49	6,177.54
JEA Water Distribution System Subtotal					\$441,173.87
JEA Reuse Distribution System					
11010	Layout	1.000	LS	4,132.80	4,132.80
11020	Compaction Testing	1.000	LS	1,542.42	1,542.42
11030	Trench Safety	1.000	LS	3,990.42	3,990.42
11040	Connect to Existing	1.000	EA	3,281.15	3,281.15
11050	12" DR 18 PVC Pipe and Fittings	4,346.000	LF	67.46	293,181.16
11060	12" Gate Valves	7.000	EA	6,436.43	45,055.01
11070	Flushing Valves	7.000	EA	1,677.88	11,745.16
11080	Wire / Pressure, Bac-T, Cleaning and Testing	4,346.000	LF	1.49	6,475.54
JEA Reuse Distribution System Subtotal					\$369,403.66
JEA Sanitary Sewer System					
12010	Layout	1.000	LS	1,033.20	1,033.20
12020	Compaction Testing	1.000	LS	1,752.75	1,752.75
12030	Trench Safety	1.000	LS	3,990.42	3,990.42
12040	Dewatering	1.000	LS	6,111.69	6,111.69
12050	8" DR 26 PVC	295.000	LF	53.02	15,640.90
12060	Type "A" Manhole	4.000	EA	6,845.44	27,381.76
12070	Receiving Manhole	1.000	EA	16,231.54	16,231.54
12080	Punch Out	1.000	LS	2,272.24	2,272.24
12090	Top Adjustment	5.000	EA	666.21	3,331.05
12100	TV Sewer	295.000	LF	14.59	4,304.05
JEA Sanitary Sewer System Subtotal					\$82,049.60

JEA Sanitary Lift Station

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BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
13010	Layout	1.000	LS	1,377.60	1,377.60
13020	Lift Station	1.000	LS	572,472.58	572,472.58
JEA Sanitary Lift Station Subtotal					\$573,850.18
JEA Force Main System					
14010	Layout	1.000	LS	4,132.80	4,132.80
14020	Compaction Testing	1.000	LS	1,472.31	1,472.31
14030	Trench Safety	1.000	LS	3,990.42	3,990.42
14040	Connect to Existing	1.000	EA	3,281.15	3,281.15
14050	8" DR 18 PVC Pipe and Fittings	4,084.000	LF	35.87	146,493.08
14060	8" Gate Valves	6.000	EA	2,658.90	15,953.40
14070	Wire / Pressure, Bac-T, Cleaning and Testing	4,084.000	LF	1.47	6,003.48
JEA Force Main System Subtotal					\$181,326.64
Water, Reuse and Sewer As-Builts					
15010	Water As-builts	1.000	LS	5,104.50	5,104.50
15020	Reuse As-builts	1.000	LS	5,350.50	5,350.50
15030	Sewer As-builts	1.000	LS	6,076.20	6,076.20
Water, Reuse and Sewer As-Builts Subtotal					\$16,531.20
Seeding and Mulching and Sod					
16010	Sod Pond Banks	4,694.000	SY	3.20	15,020.80
16020	Sod Back of Curb	1,375.000	SY	3.20	4,400.00
16030	Seed and Mulch Right of Way	49,625.000	SY	0.74	36,722.50
Seeding and Mulching and Sod Subtotal					\$56,143.30
Signage					
17010	Signage	1.000	LS	16,881.75	16,881.75
Signage Subtotal					\$16,881.75

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BID TOTALS

Sediment and Erosion Control					
20010	Layout	1.000	LS	1,722.00	1,722.00
20020	Silt Fence	8,725.000	LF	0.92	8,027.00
20030	Erosion and Sediment Control	1.000	LS	12,198.88	12,198.88
20040	Construction Entrance	1.000	LS	3,509.47	3,509.47
20050	BMP's	1.000	LS	19,627.73	19,627.73
Sediment and Erosion Control Subtotal					\$45,085.08
Stormwater Pollution Prevention Plan					
21010	Storm Water Pollution Prevention	1.000	LS	526.44	526.44
Stormwater Pollution Prevention Plan Subtotal					\$526.44
Contractor's Warranty					
22010	Contractor's Warranty	1.000	LS	11,278.28	11,278.28
Contractor's Warranty Subtotal					\$11,278.28
Payment and Performance Bond					
24010	Payment and Performance Bond	1.000	LS	33,848.53	33,848.53
Payment and Performance Bond Subtotal					\$33,848.53
WILDLIGHT AVE BID TOTAL					\$4,606,366.52

**Notes:
 Items in italics are Non-Additive.

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "I"

Contractor's W-9

On file

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "J"

Application for Payment

Sample

APPLICATION AND CERTIFICATION FOR PAYMENT		AIA DOCUMENT G702	PAGE 1 OF 2 PAGES
TO OWNER/ AGENT	PROJECT:	APPLICATION NO:	Distribution to: <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO:	
		PROJECT NOS:	
CONTRACT FOR:		CONTRACT DATE:	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

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

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

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

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

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "J"

Application for Payment Cont.

Sample

CONTINUATION SHEET												
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.						APPLICATION NO: APPLICATION DATE: PERIOD TO:						
A	B			C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK			SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
General Conditions								-		-	✓	-
								-		-	✓	-
								-		-	✓	-
								-		-	✓	-
								-		-	✓	-
								-		-	✓	-
								-		-	✓	-
								-		-	✓	-
								-		-	✓	-
								-		-	✓	-
								-		-	✓	-
								-		-	✓	-
GRAND TOTALS				\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	

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

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "K"

Unconditional Waiver and Release of Lien

**SUBCONTRACTOR/SUPPLIER UNCONDITIONAL
WAIVER AND RELEASE UPON FINAL PAYMENT**

STATE OF _____)
)SS
COUNTY OF _____)

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

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

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

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

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "L"

Waiver and Release of Lien upon Progress Payment

**SUBCONTRACTOR/SUPPLIER WAIVER AND
RELEASE OF CLAIMS UPON PROGRESS PAYMENT**

STATE OF _____)
)
COUNTY OF _____)

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

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

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

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

STATE OF _____)
COUNTY OF _____)

Sworn to before me and subscribed in my presence this _____ day of _____, 2017

Notary Public
My commission expires: _____

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "L"

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

STATE OF _____)
)
COUNTY OF _____)

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

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

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

_____(SEAL)
A.J. Johns, Inc
By: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

Sworn to before me and subscribed in my presence this ____ day of _____, 2017

Notary Public
My commission expires: _____

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "M"

Contractor's Progress Payment Affidavit

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

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

CHECK ONCE COMPLETED:

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

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "M" Continued

CONTRACTOR'S PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

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

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

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

SEE LEGAL DESCRIPTION ATTACHED

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

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

<u>NAME OF LIENOR</u>	<u>AMOUNTS DUE OR TO BECOME DUE</u>
_____	_____
_____	_____

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

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

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

<u>NAME OF LIENOR</u>	<u>AMOUNT PAID</u>
_____	_____
_____	_____

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

FURTHER AFFIANT SAYETH NAUGHT.

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "M" Continued

Witnesses:

Print Name: _____

Print Name: _____

AFFIANT:

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)

)SS:

COUNTY OF _____)

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

My Commission Expires:

Notary Public

PARTIAL (OR FINAL) WAIVER LIEN (copies attached)

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "N"

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

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

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

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

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

My Commission Expires:

Notary Public

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "O"

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

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

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

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

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

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

CHECK ONCE COMPLETED:

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

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "O" Continued

FINAL AFFIDAVIT AND RELEASE OF LIEN

STATE OF FLORIDA

COUNTY OF (A)

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

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

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

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

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

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

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

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

NAME (H)

AMOUNTS DUE

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

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

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

Exhibit "O" Continued

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

FURTHER AFFIANT SAYETH NAUGHT.

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

Witnesses:

Company Name (K)

(M) _____

Print Name:

By: (L) _____

Name: _____

Title: _____

(M) _____

Print Name:

Address: _____

STATE OF FLORIDA
COUNTY OF _____

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

Signature of Notary Public

My Commission Expires:

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

SCHEDULE 1

Persons Paid in Full and Amounts Paid

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "P" CHANGE ORDER

CONTRACTOR NAME: _____

CHANGE ORDER NO.: _____

DATE: _____

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

SEE ATTACHED SCHEDULE A FOR DESCRIPTION OF WORK

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

Original Contract Time (expiration date) _____	
Net Time Adjustments for Previous Change Orders - No. _____ through _____ (number of days) _____	
Adjusted Contract Time through Change Order No. _____ (expiration date) _____	
Net Time Adjustment for this Change Order No. _____ (number of days) _____	
Adjusted Contract Time (expiration date) _____	

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

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

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

OWNER:

CONTRACTOR:

Authorized Signature
Print Name: _____
Title: _____

Authorized Signature
Print Name: _____
Title: _____

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Date: _____

Date: _____

SCHEDULE (A)

CHANGE ORDER

DESCRIPTION OF WORK

CONTRACTOR NAME: _____

CHANGE ORDER NO.: _____

DATE: _____

Item

Description

Value

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "Q"
FIELD

DIRECTIVE

TO:
ATTN:

DATE:

PROJECT:

DIRECTIVE NO.:

ATTACHMENTS:

DESCRIPTION: _____

Subcontractor Total	\$-
Overhead @ 5%	\$-
Profit @ 5%	\$-
Bond @ .75%	\$-
TOTAL	\$-

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

A. Owner does not authorize Contractor to proceed with the described proposed Changes to the Work. Contractor will submit a Proposal to Owner in conformance with Article 22 of the Agreement within (____) days from the date of this Field Directive. Contractor's Proposal will include all applicable quantities by unit, a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under Section 22.2 of the Agreement to fully perform the proposed Changes to the Work; and any proposed adjustment to the Contract Time and Milestones. Owner will issue either a Change Order or an amended Field Directive to Contractor in the event Owner elects to accept the proposed adjustments to the Contract Price and Contract Time.

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

C. Owner directs Contractor to proceed immediately with the described Changes to the Work, and to submit a Proposal to Owner in conformance with Article 22 of the Agreement within (____) days from the date of this Field Directive. Contractor's authorization to proceed under this Field Directive IS or IS NOT subject to a maximum increase in the GMP of _____, which may be increased only by an amended Field Directive signed by

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Owner's representative. Contractor's Proposal will include all applicable quantities by unit; a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under Section 22.2 of the Agreement to fully perform the Changes to the Work; and ; and any proposed adjustment to the Contract Time and Milestones. Owner will issue a formal Change Order to Contractor when the Parties reach an agreement upon the adjustment to the Contract Price and Contract Time.

D. Owner directs Contactor to proceed immediately with the described Changes to the Work on a time and material basis for the actual Cost of the Work incurred by Contractor for those categories of Cost of the Work set forth in Section 22.2 of the Agreement. Contractor will maintain accurate time and material records. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner will issue a formal Change Order equal to the actual increased Cost of the Work and increased Contract Time attributable to the Changes to the Work based on the signed time tickets and material invoices, plus the Contractor mark-up as specified in Section 22.3 of the Agreement.

E. Owner directs Contractor to proceed immediately with the described work, with both Parties reserving their rights as to whether the described work above constitutes a Change to the Work. Contractor will maintain accurate time and material records based upon the categories of the Cost of the Work identified in Section 22.2 of the Agreement. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner and Contractor will resolve their dispute with respect to the described work in conformance with Article 51 of the Agreement.

F. Owner directs Contractor to proceed immediately with the correction or removal and replacement of the described Work, which Owner has determined is defective. Contractor will provide written notice of a Claim in strict conformance with Article 51 of the Agreement in the event that Contractor believes in good faith that Owner's determination is incorrect. Contractor's notice will not excuse Contractor from promptly and diligently complying with this Field Directive.

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

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

Approved:

Accepted:

Owner

Date

Contractor

Date

**EAST NASSAU
STEWARDSHIP DISTRICT**

8

RESOLUTION 2021-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE EAST NASSAU STEWARDSHIP DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE EAST NASSAU STEWARDSHIP DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 2017-206, Laws of Florida, including its \$12,170,000 East Nassau Stewardship District Special Assessment Revenue Bonds, Series 2021 (the “Series 2021 Bonds”); and

WHEREAS, the District closed on the sale of the Series 2021 Bonds on April 30, 2021; and

WHEREAS, as prerequisites to the issuance of the Series 2021 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (the “Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing the sale of the Series 2021 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2021 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2021 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such

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

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2021 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2021 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

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

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

PASSED AND ADOPTED this 16th day of September, 2021.

ATTEST:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**EAST NASSAU
STEWARDSHIP DISTRICT**

9

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

Jonathan T. Johnson, Esq.
HOPPING GREEN & SAMS, PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

(This space reserved for Clerk)

**SECOND SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCING AND
MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE EAST NASSAU STEWARDSHIP DISTRICT
[WILDLIGHT VILLAGE PHASE 2]¹**

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

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

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

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Introduction

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

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

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

What is the District and how is it governed?

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

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

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

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

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

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

The portion of the District known as Wildlight Village Phase 2 consists of approximately 918 acres and is a subset of that area referred to as the Central Planning Area. A legal description of Wildlight Village Phase 2 is attached hereto as **Exhibit A**.

On April 30, 2021, the District issued \$12,170,000 East Nassau Stewardship District (Nassau County, Florida) Special Assessment Revenue Bonds, Series 2021 (the "Series 2021 Bonds") for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, and equipping the Series 2021 Project (the "Series 2021 Project") generally

described below; (2) funding the Series 2021 Reserve Account; (3) paying a portion of the portion to become due on the Series 2021 Bonds; and (4) paying certain costs associated with the issuance of the Series 2021.

District Infrastructure Improvements

As noted above, the District anticipates that it will finance in whole or in part improvements for Wildlight Village Phase 2 which include mobility roads, local roads, stormwater management facilities, utilities (water, wastewater and reclaimed water), street lighting, and landscape, hardscape, and irrigation. Major offsite roads that are to be constructed, extended or widened will continue to be maintained by the appropriate county or state entity. Internal public roads will be maintained by the District if not dedicated to Nassau County. Water, sewer and reclaim services will be provided by JEA. The District is located within the franchise area of Florida Power & Light Company (“FPL”) for electrical supply.

Further information regarding the specific infrastructure provided to support Wildlight Village Phase 2 and comprising the Series 2021 Project can be obtained from the District's *Engineers Report for Wildlight Village Phase 2*, last revised on March 26, 2021 (“Improvement Plan”), on file in the District's public records. Descriptions of the improvements within the Improvement Plan are also provided in the District’s Prior Disclosures.

Assessments, Fees, and Charges

The costs of acquisition or construction of a portion of these infrastructure improvements have been financed by the District through the sale of its Series 2021 Bonds. The annual debt service payments, including interest due thereon, are payable solely from and secured by the levy of non-ad valorem or special assessments against lands within the District which benefit from the construction, acquisition, establishment and operation of the District’s improvements. Specifically, the Series 2021 Assessments pay back the Series 2021 Bonds for its share of the Series 2021 Project infrastructure. The annual debt service obligations of the District which must be defrayed by annual assessments upon each parcel of land or platted lot will depend upon the type of property purchased. Provided below are the current maximum annual assessment levels for the Series 2021 Bonds. Interested persons are encouraged to contact the District Manager for information regarding special assessments on a particular lot or parcel of lands. A copy of the District’s assessment methodology and assessment roll are available for review in the District’s public records.

The current maximum annual debt assessment for each issuance of the Series 2021 Bonds per unit is as follows:

Product Type	Maximum Annual Assessment Level per Unit
Phase 2A Multi Family 30'	\$692.92
Phase 2A Single Family 40'	\$839.91
Phase 2A Single Family 50'	\$1,049.88
Phase 2A Single Family 65'	\$1,364.85
Phase 2B Multi Family 33'	\$824.91
Phase 2B Single Family 50'	\$1,249.86

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

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 2017-206, Laws of Florida. More information can be obtained from the *Engineer's Report for Wildlight Village Phase 2*, last revised on March 26, 2021, on file with the District.

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

Method of Collection

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

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

IN WITNESS WHEREOF, this Second Supplemental Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the 16th day of September 2021, and recorded in the Official Records of Nassau County, Florida.

EAST NASSAU STEWARDSHIP DISTRICT

Michael Hahaj, Chair

Witness

Witness

Print Name

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 June, 2021, by Michael Hahaj, Chair of the East Nassau Stewardship District, who is personally known to me or who has produced _____ as identification,.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit A: Legal Description

Exhibit A

PARCEL 1:

A PARCEL OF LAND, BEING A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 38, TOWNSHIP 2 NORTH, RANGE 28 EAST, AND BEING A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, AND BEING A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 41, TOWNSHIP 3 NORTH, RANGE 28 EAST, AND BEING A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST, ALL IN NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 38, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE S 49°38'35" W, A DISTANCE OF 1825.41 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE 95 (300 FOOT RIGHT OF WAY); THENCE ON SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, N 16°38'54" W, A DISTANCE OF 2381.73 FEET; THENCE DEPARTING SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, N 73°23'01" E, A DISTANCE OF 1341.77 FEET; THENCE N 75°50'31" E, A DISTANCE OF 500.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1250.00 FEET AND A CENTRAL ANGLE OF 6°22'18"; THENCE ON THE ARC OF SAID CURVE, A DISTANCE OF 117.19 FEET SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS N 17°38'19" E, A DISTANCE OF 117.15 FEET TO THE CURVES END; THENCE N 20°17'28" E, A DISTANCE OF 1089.22 FEET; THENCE S 78°21'39" E, A DISTANCE OF 483.83 FEET; THENCE N 78°54'31" E, A DISTANCE OF 490.57 FEET; THENCE N 42°58'19" E, A DISTANCE OF 771.95 FEET; THENCE N 38°57'19" E, A DISTANCE OF 1295.53 FEET; THENCE N 05°27'29" E, A DISTANCE OF 513.25 FEET; THENCE S 79°18'48" E, A DISTANCE OF 2583.70 FEET; THENCE S 78°32'57" E, A DISTANCE OF 1429.90 FEET; THENCE N 35°02'52" E, A DISTANCE OF 229.80 FEET; THENCE S 47°53'36" E, A DISTANCE OF 680.30 FEET; THENCE S 22°11'11" E, A DISTANCE OF 513.11 FEET; THENCE S 48°18'28" E, A DISTANCE OF 357.73 FEET; THENCE S 00°38'14" E, A DISTANCE OF 1151.50 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3075.00 FEET AND A CENTRAL ANGLE OF 5°14'11"; THENCE ON THE ARC OF SAID CURVE, A DISTANCE OF 281.03 FEET SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS S 01°58'52" W, A DISTANCE OF 280.93 FEET TO THE CURVES END; THENCE S 85°24'03" E, A DISTANCE OF 1082.31 FEET; THENCE S 35°17'40" E, A DISTANCE OF 782.38 FEET; THENCE S 42°11'49" W, A DISTANCE OF 201.97 FEET; THENCE S 13°38'04" E, A DISTANCE OF 1818.13 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200 (A1A) (184 FOOT RIGHT OF WAY); THENCE ON SAID NORTHERLY RIGHT OF WAY LINE FOR THE NEXT 3 COURSES, S 78°05'01" W, A DISTANCE OF 1209.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 17,312.73 FEET AND A CENTRAL ANGLE OF 3°48'00"; THENCE ON THE ARC OF SAID CURVE, A DISTANCE OF 1138.15 FEET SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS S 74°12'01" W, A DISTANCE OF 1137.95 FEET TO THE CURVES END; THENCE S 72°19'01" W, A DISTANCE OF 2475.40 FEET; THENCE DEPARTING AFORESAID NORTHERLY RIGHT OF WAY LINE N 10°52'28" W, A DISTANCE OF 2097.79 FEET; THENCE N 43°45'16" E, A DISTANCE OF 808.98 FEET; THENCE N 04°40'42" W, A DISTANCE OF 873.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FLORIDA POWER AND LIGHT COMPANY (110 FOOT EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 273, PAGE 551); THENCE ON SAID WESTERLY RIGHT OF WAY LINE, N 31°50'32" W, A DISTANCE OF 81.25 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1033.00 FEET AND A CENTRAL ANGLE OF 0°42'37"; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE AND ON THE ARC OF SAID CURVE, A DISTANCE OF 12.80 FEET SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS S 87°23'18" W, A DISTANCE OF 12.80 FEET TO THE CURVES END; THENCE S 87°02'00" W, A DISTANCE OF 776.83 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 2033.00 FEET AND A CENTRAL ANGLE OF 15°20'00"; THENCE ON THE ARC OF SAID CURVE, A DISTANCE OF 544.07 FEET SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS S 79°22'00" W, A DISTANCE OF 542.44 FEET TO THE CURVES END; THENCE S 71°42'00" W, A DISTANCE OF 55.24 FEET; THENCE S 75°11'00" W, A DISTANCE OF 74.08 FEET; THENCE S 71°42'00" W, A DISTANCE OF 127.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1539.00 FEET AND A CENTRAL ANGLE OF 3°07'22"; THENCE ON THE ARC OF SAID CURVE, A DISTANCE OF 83.88 FEET SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS S 70°08'19" W, A DISTANCE OF 83.87 FEET TO THE CURVES END; THENCE N 25°19'05" W, A DISTANCE OF 344.15 FEET; THENCE N 88°42'52" W, A DISTANCE OF 208.93 FEET; THENCE N 52°08'44" W, A DISTANCE OF 30.49 FEET; THENCE N 47°47'54" W, A DISTANCE OF 679.35 FEET; THENCE S 49°55'41" W, A DISTANCE OF 1871.04 FEET; THENCE S 49°38'35" W, A DISTANCE OF 1172.85 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND, BEING A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA; THENCE ON THE WEST LINE OF SAID SECTION 44, N 01°11'47" W, A DISTANCE OF 380.33 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200 (A1A) (184 FOOT RIGHT OF WAY); THENCE DEPARTING SAID WEST LINE AND ON SAID SOUTHERLY RIGHT OF WAY LINE, N 72°19'01" E, A DISTANCE OF 6663.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ON SAID SOUTHERLY RIGHT OF WAY LINE, N 72°19'01" E, A DISTANCE OF 814.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 17128.73 FEET AND A CENTRAL ANGLE OF 2°58'49"; THENCE ON THE ARC OF SAID CURVE, A DISTANCE OF 891.00 FEET SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS N 73°48'26" E, A DISTANCE OF 890.90 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S 14°00'53" E, A DISTANCE OF 630.63 FEET; THENCE S 11°49'14" W, A DISTANCE OF 897.83 FEET; THENCE S 85°05'03" W, A DISTANCE OF 404.37 FEET; THENCE N 59°45'27" W, A DISTANCE OF 314.00 FEET; THENCE N 72°42'31" W, A DISTANCE OF 481.40 FEET; THENCE N 43°56'59" W, A DISTANCE OF 321.15 FEET; THENCE N 81°13'13" W, A DISTANCE OF 36.89 FEET; THENCE N 17°40'50" W, A DISTANCE OF 618.54 FEET TO THE POINT OF BEGINNING.

**EAST NASSAU
STEWARDSHIP DISTRICT**

10

September 1, 2021

Via Email

Mike Hahaj, Chairman
East Nassau Stewardship District
mhahaj@eastnassausd.net

Re: Return of Portions of Wildlight Trails

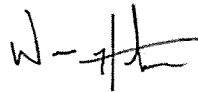
Dear Mike:

The purpose of this letter is to request that the East Nassau Stewardship District ("District") convey back to Wildlight LLC ("Wildlight") all of the District's interest in certain public trails located within the Wildlight development. Wildlight conveyed the trail network depicted on the map attached hereto as **Exhibit "A"** to the District by special warranty deeds recorded on May 7, 2020, in the public records of Nassau County, Florida. The special warranty deed conveying the trails labeled #5 and #6 was recorded in Book 2359, Page 1080 ("Deed 5&6"), and the special warranty deed conveying the trails labeled #3, #4, and #7 was recorded in Book 2359, Page 1071 ("Deed 3&4&7"). Attached as **Exhibit "B"** are legal descriptions of the portions of the trails that Wildlight is hereby requesting back from the District.

With respect to trails 5 and 6, Wildlight retained a reverter in Deed 5&6 and the District is hereby notified of Wildlight's decisions to exercise its reversionary interest. Pursuant to Deed 5&6, Wildlight must reimburse the District for all expenses incurred by the District, and paid for using public funds, to maintain and improve those trails since January 1, 2021. Per the email dated August 20, 2021, from Stephanie Schackmann, Staff Accountant at Wrathell, Hunt and Associates, LLC, the District has spent \$11,904.75 on the maintenance and upkeep of trails since January 1, 2021. With respect to trail 7, it is our understanding that, as of the date hereof, the District has not invested any funds to maintain or improve those trails and the public has not made significant use of that trail.

I will have my staff follow up with you to arrange payment in the above-referenced amount and to provide you with the special warranty deed for you to sign conveying the requested portions of the trails back to Wildlight. Please sign below to acknowledge your agreement with this request.

Regards,



Wes Hinton
Vice President, Wildlight LLC

Attachments:

Exhibit "A" – Map of Wildlight Trails

Exhibit "B" – Legal Descriptions of Returned Trails

September 1, 2021
Mike Hahaj, Chairman
RE: Return of Portion of Wildlight
Trails.

Acknowledged and consented to, this 2nd day of September, 2021.

.....
East Nassau Stewardship District

By: Michael Hahaj Digitally signed
by Michael Hahaj
Date: 2021.09.03
10:53:43 -04'00'

Mike Hahaj, Chairman

EXHIBIT "A" Wildlight Trails

WL-5A

WL-5-County Park

WL-5B-S

Legend








-  15 Foot Trail Parcel 1A
-  15 Foot Trail Parcel 1B
-  15 Foot Trail Parcel 2
-  25 Foot Trail Parcel 1
-  Trail Parcel 1A
-  50 Foot Trail Parcel
-  Trail Parcel 5 - Revised

EXHIBIT “B”

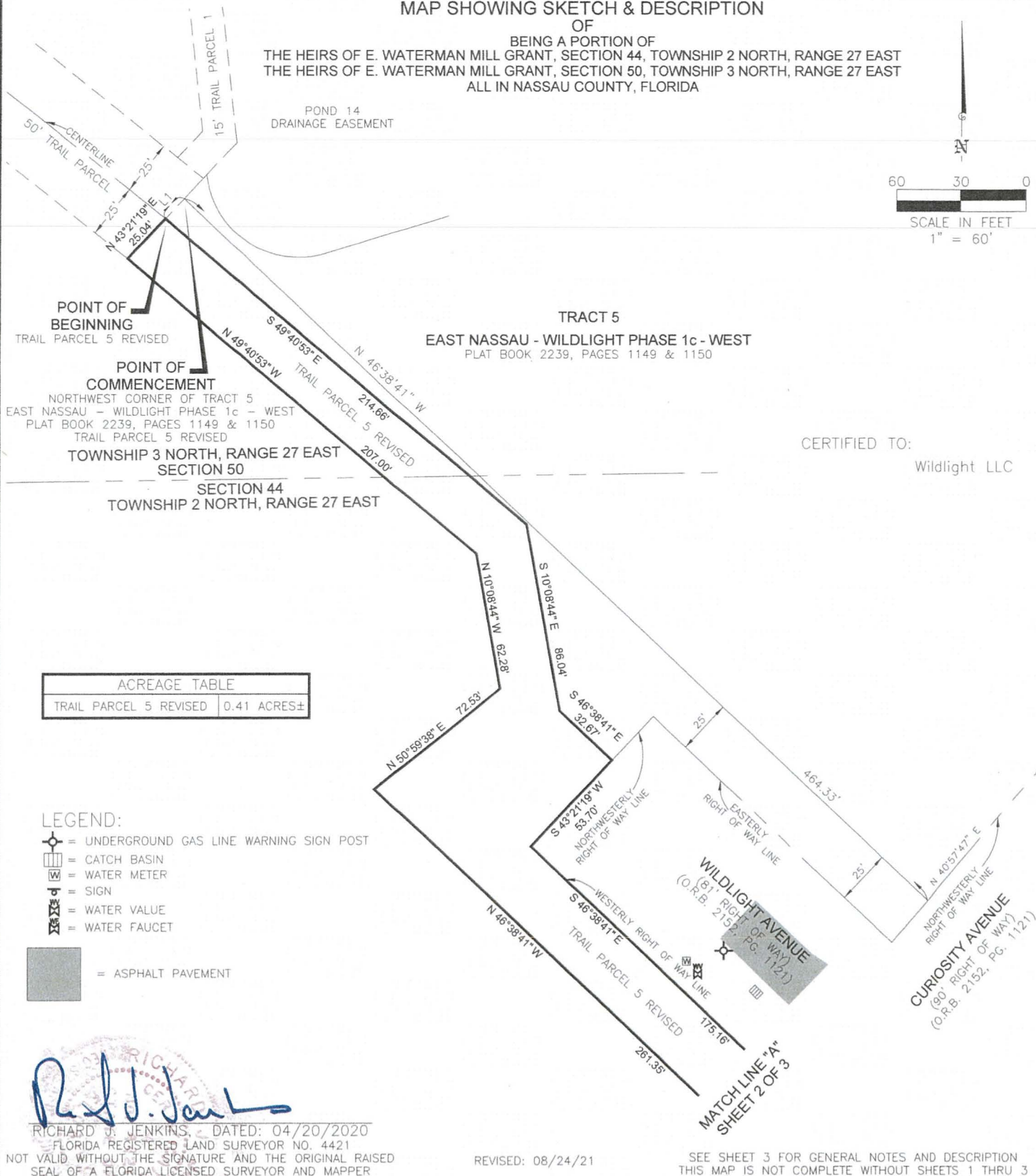
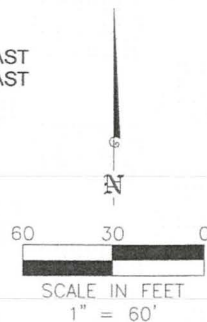
SKETCHES & LEGAL DESCRIPTION OF RETURNED TRAILS

Trail Parcel 5
50' Trail Parcel
15' Trail Parcel 1A
15' Trail Parcel 1B
15' Trail Parcel 2
25' Trail Parcel 1

MAP SHOWING SKETCH & DESCRIPTION

OF
BEING A PORTION OF
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST
ALL IN NASSAU COUNTY, FLORIDA

POND 14
DRAINAGE EASEMENT



CERTIFIED TO:
Wildlight LLC

ACREAGE TABLE	
TRAIL PARCEL 5 REVISED	0.41 ACRES±

- LEGEND:
- = UNDERGROUND GAS LINE WARNING SIGN POST
 - = CATCH BASIN
 - = WATER METER
 - = SIGN
 - = WATER VALUE
 - = WATER FAUCET
 - = ASPHALT PAVEMENT

Richard J. Jenkins

RICHARD J. JENKINS, DATED: 04/20/2020
FLORIDA REGISTERED LAND SURVEYOR NO. 4421
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REVISED: 08/24/21

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

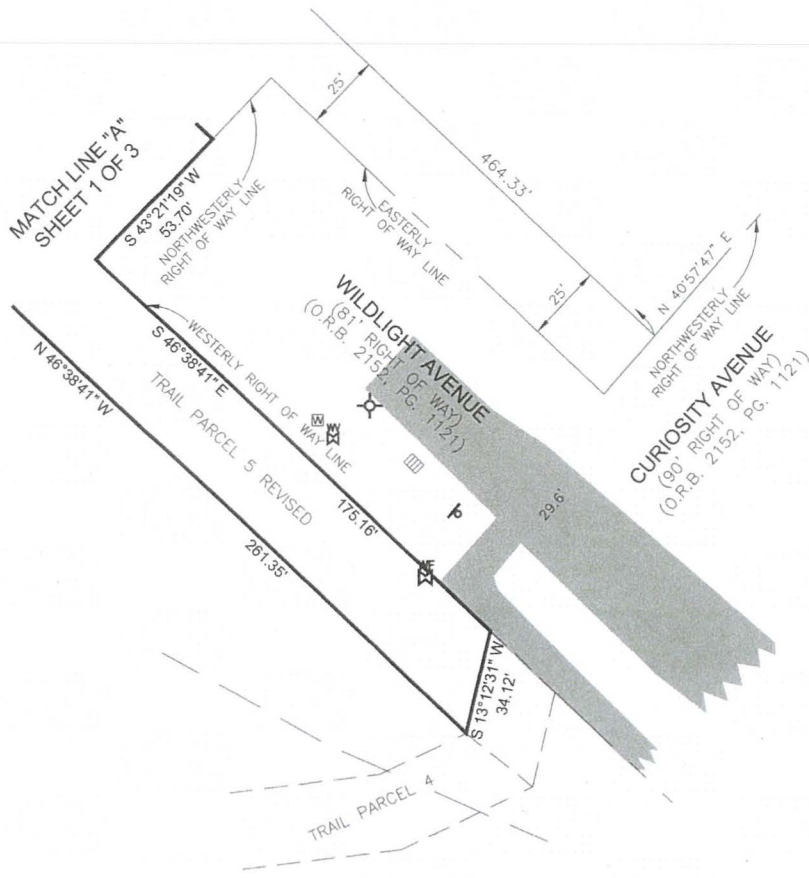
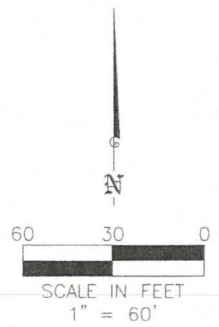
SHEET 1 OF 3

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. NO.: 19-310-A7	DATE: 04/20/2020	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 19310 TRAIL EASEMENT 5 REVISED.DWG	FB N/A PG

MAP SHOWING SKETCH & DESCRIPTION

OF
BEING A PORTION OF
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST
ALL IN NASSAU COUNTY, FLORIDA



LEGEND:

- = UNDERGROUND GAS LINE WARNING SIGN POST
- = CATCH BASIN
- = WATER METER
- = SIGN
- = WATER VALUE
- = WATER FAUCET

= ASPHALT PAVEMENT

ACREAGE TABLE	
TRAIL PARCEL 5 REVISED	0.41 ACRES±

CERTIFIED TO:
Wildlight LLC

REVISED: 08/24/21

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

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

SHEET 2 OF 3

L. D. BRADLEY LAND SURVEYORS
510 SOUTH 5TH STREET
MACCLENNY, FLORIDA 32063
PHONE (904) 786-6400 FAX (904) 786-1479
LICENSED BUSINESS No. 6888

W.O. NO.: 19-310-A7	DATE: 04/20/2020	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 19310 TRAIL EASEMENT 5 REVISED.DWG	FB N/A PG

MAP SHOWING SKETCH & DESCRIPTION

**OF
BEING A PORTION OF
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST
ALL IN NASSAU COUNTY, FLORIDA**

Trail Parcel 5 Revised:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East and the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Tract 5, as shown on the plat of East Nassau – Wildlight Phase 1c–West, recorded in Plat Book 2239, Pages 1149 and 1150 of the public records of Nassau County, Florida; thence S 43°21'19" W, a distance of 12.50 feet to the Point of Beginning; thence S 49°40'53" E, a distance of 214.66 feet; thence S 10°08'44" E, a distance of 86.04 feet; thence S 46°38'41" E, a distance of 32.67 feet to a point on the Northwesterly Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Northwesterly Right of Way line, S 43°21'19" W, a distance of 53.70 feet to a point on the Westerly Right of Way line of said Wildlight Avenue; thence departing said Northwesterly Right of Way line and on said Westerly Right of Way line, S 46°38'41" E, a distance of 175.16 feet; thence departing said Westerly Right of Way line, S 13°12'31" W, a distance of 34.12 feet; thence N 46°38'41" W, a distance of 261.35 feet; thence N 50°59'38" E, a distance of 72.53 feet; thence N 10°08'44" W, a distance of 62.28 feet; thence N 49°40'53" W, a distance of 207.00 feet; thence N 43°21'19" E, a distance of 25.04 feet to the Point of Beginning.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 43°21'19" W	12.50'

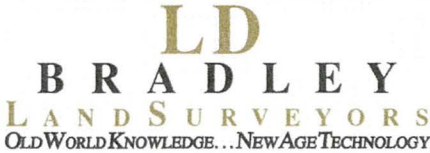
ACREAGE TABLE	
TRAIL PARCEL 5 REVISED	0.41 ACRES±

CERTIFIED TO:
Wildlight LLC

SURVEYORS NOTES:

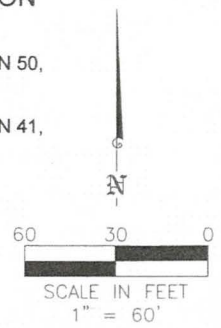
- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) DISTANCES AND COMPUTED ACREAGE REFER TO GROUND UNITS AND ARE MEASURED IN FEET.
- 3.) BEARINGS SHOWN HEREON REFER TO FLORIDA STATE PLANE, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE BASED ON CONTROL POINTS PID DE5905, DESIGNATION NASSAU 20 AND PID DE5904, DESIGNATION NASSAU 19, BASE BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF CURIOSITY AVENUE, SAID LINE HAVING A GRID BEARING OF N 40°57'47" E.

4.) SOURCES OF INFORMATION:
 * BOUNDARY SURVEY BY THIS FIRM, W.O. NO.: 19-063, DATED 05/01/2019 REVISED: 08/24/21 SEE SHEET 3 FOR GENERAL NOTES AND DESCRIPTION
 THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 3

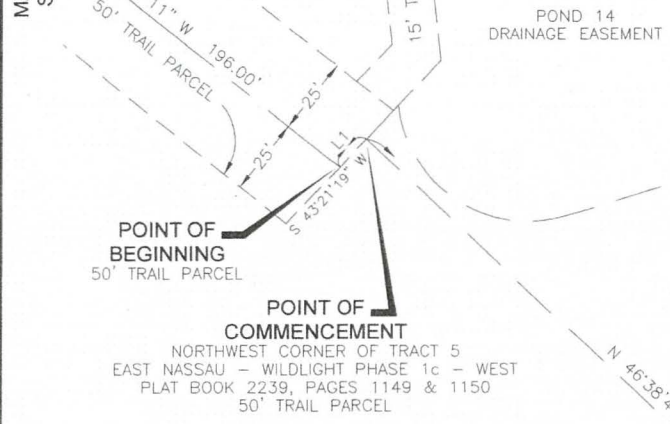
 <p>LD BRADLEY LAND SURVEYORS OLD WORLD KNOWLEDGE... NEW AGE TECHNOLOGY</p>	<p>SHEET 3 OF 3</p>	<p>L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063 PHONE (904) 786-6400 FAX (904) 786-1479 LICENSED BUSINESS No. 6888</p>
<p>CHECKED BY: RJJ CAD FILE: 19310 TRAIL EASEMENT 5 REVISED.DWG FB N/A PG</p>		

MAP SHOWING SKETCH & DESCRIPTION

OF
 BEING A PORTION OF
 THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50,
 TOWNSHIP 3 NORTH, RANGE 27 EAST
 AND BEING A PORTION OF
 THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 41,
 TOWNSHIP 3 NORTH, RANGE 26 EAST
 ALL LYING IN NASSAU COUNTY, FLORIDA



MATCH LINE "A"
 SHEET 2 OF 6



POND 14
 DRAINAGE EASEMENT

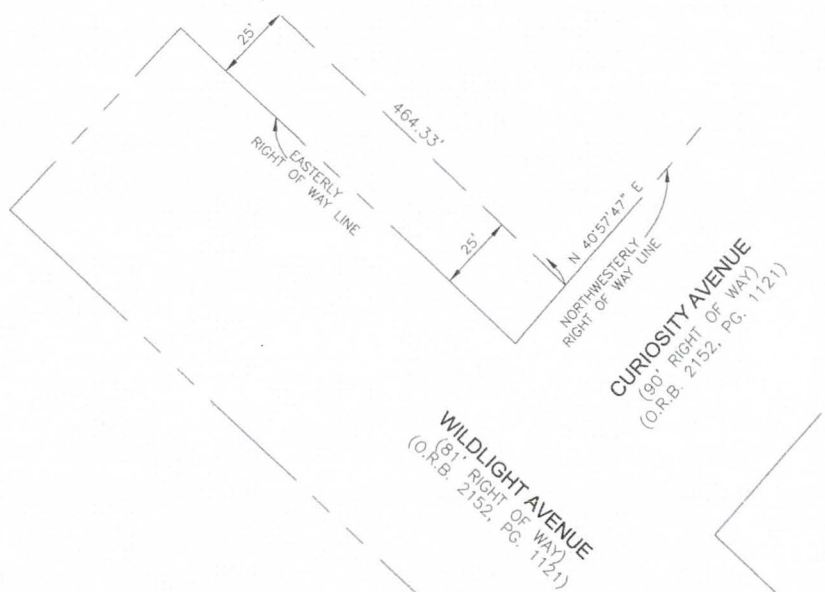
TRACT 5
 EAST NASSAU - WILDLIGHT PHASE 1c - WEST
 PLAT BOOK 2239, PAGES 1149 & 1150

POINT OF COMMENCEMENT
 NORTHWEST CORNER OF TRACT 5
 EAST NASSAU - WILDLIGHT PHASE 1c - WEST
 PLAT BOOK 2239, PAGES 1149 & 1150
 50' TRAIL PARCEL

HEIRS OF E. WATERMAN (MILL GRANT)
 SECTION 50
 HEIRS OF E. WATERMAN (MILL GRANT)
 SECTION 44

TOWNSHIP 3 NORTH, RANGE 27 EAST
 TOWNSHIP 2 NORTH, RANGE 27 EAST

ACREAGE TABLE	
50' TRAIL PARCEL	4.35 ACRES±



CERTIFIED TO:
 Wildlight LLC

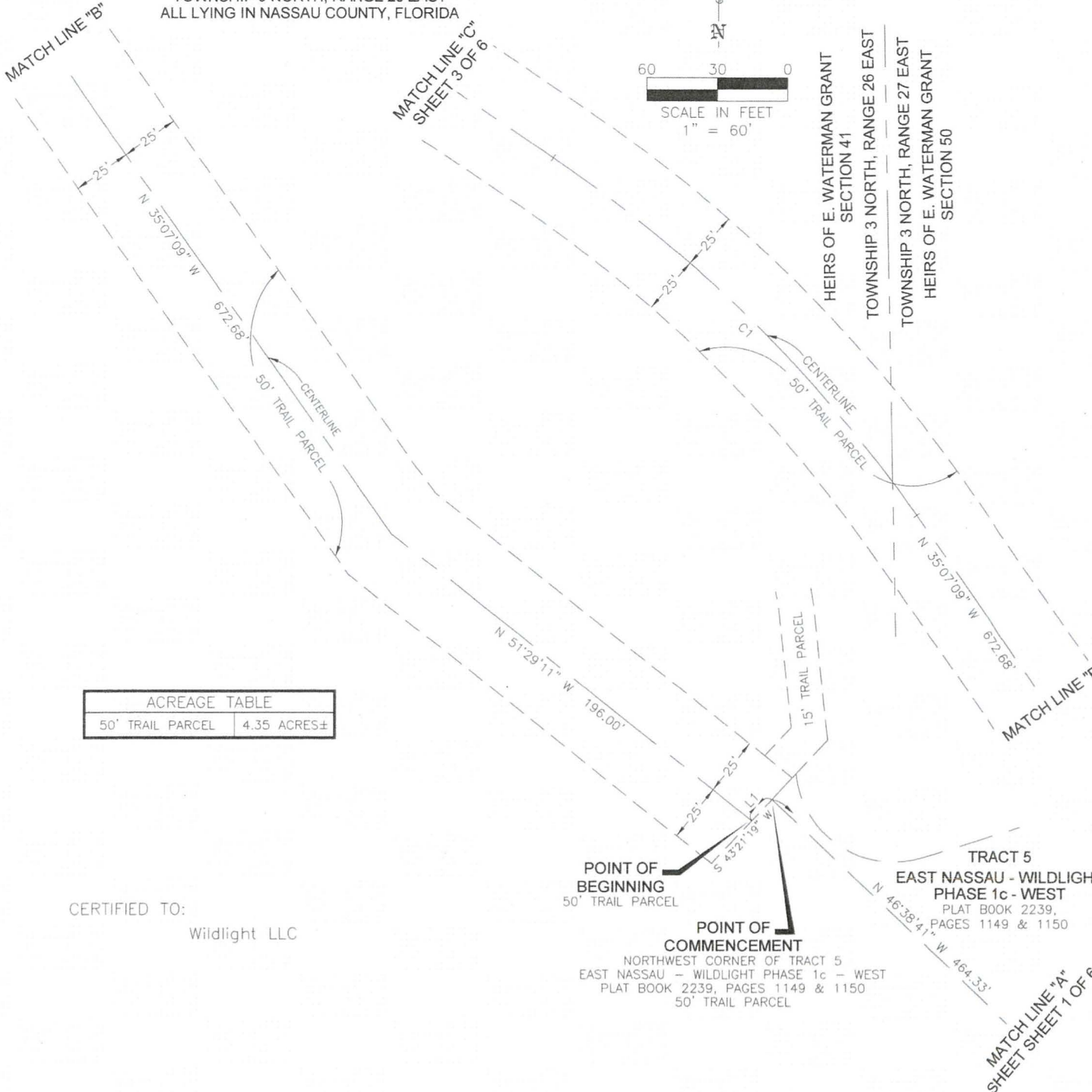
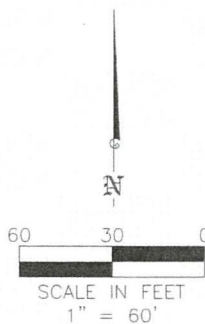
Richard J. Jenkins
 RICHARD J. JENKINS, DATED: 09/16/2019
 FLORIDA REGISTERED LAND SURVEYOR NO. 4421
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SEE SHEET 6 FOR GENERAL NOTES AND DESCRIPTION
 THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 6

<p>LD BRADLEY LAND SURVEYORS OLD WORLD KNOWLEDGE...NEW AGE TECHNOLOGY</p>	SHEET 1 OF 6		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.: 19-310-A1	DATE: 08/23/2021	DRAFTED BY: DHB	
CHECKED BY: RJJ	CAD FILE: 19310 50' TRAIL PARCEL REVISED.DWG	FB N/A PG		

MAP SHOWING SKETCH & DESCRIPTION

OF
 BEING A PORTION OF
 THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50,
 TOWNSHIP 3 NORTH, RANGE 27 EAST
 AND BEING A PORTION OF
 THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 41,
 TOWNSHIP 3 NORTH, RANGE 26 EAST
 ALL LYING IN NASSAU COUNTY, FLORIDA



ACREAGE TABLE	
50' TRAIL PARCEL	4.35 ACRES±

CERTIFIED TO:
 Wildlight LLC

POINT OF BEGINNING
 50' TRAIL PARCEL

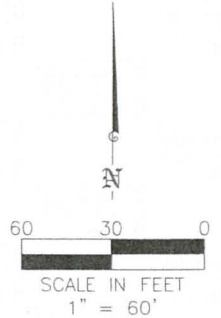
POINT OF COMMENCEMENT
 NORTHWEST CORNER OF TRACT 5
 EAST NASSAU - WILDLIGHT PHASE 1c - WEST
 PLAT BOOK 2239, PAGES 1149 & 1150
 50' TRAIL PARCEL

TRACT 5
 EAST NASSAU - WILDLIGHT
 PHASE 1c - WEST
 PLAT BOOK 2239,
 PAGES 1149 & 1150

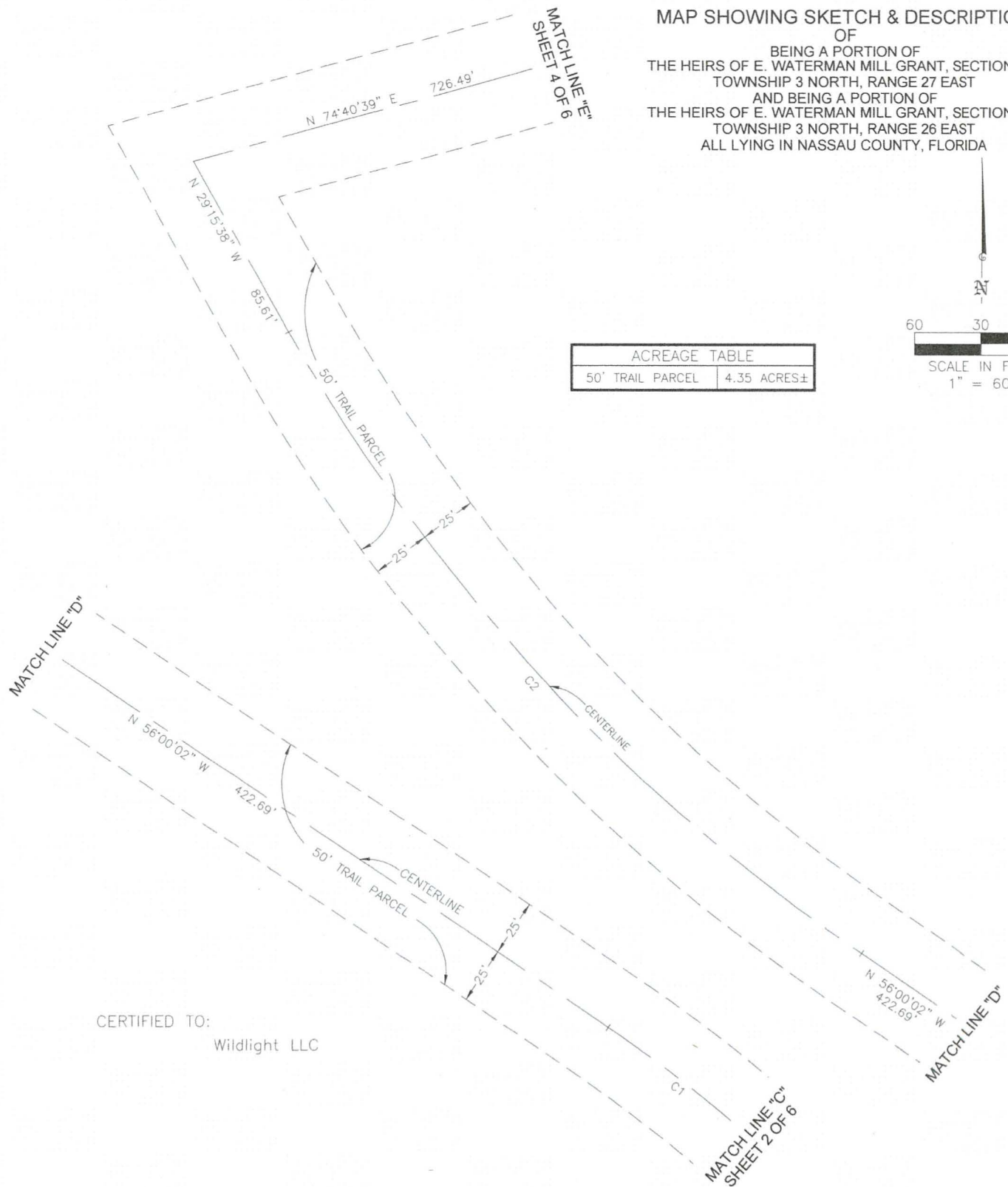
SEE SHEET 6 FOR GENERAL NOTES AND DESCRIPTION
 THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 6

<p>LD BRADLEY LAND SURVEYORS OLD WORLD KNOWLEDGE... NEW AGE TECHNOLOGY</p>		<p>SHEET 2 OF 6</p>	<p>L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063 PHONE (904) 786-6400 FAX (904) 786-1479 LICENSED BUSINESS No. 6888</p>
W.O. NO.: 19-310-A1	DATE: 08/23/2021	DRAFTED BY: DHB	
CHECKED BY: RJJ	CAD FILE: 19310 50' TRAIL PARCEL REVISED.DWG	FB N/A PG	

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 TOWNSHIP 3 NORTH, RANGE 26 EAST
 ALL LYING IN NASSAU COUNTY, FLORIDA



ACREAGE TABLE	
50' TRAIL PARCEL	4.35 ACRES±



CERTIFIED TO:
 Wildlight LLC

SEE SHEET 6 FOR GENERAL NOTES AND DESCRIPTION
 THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 6

SHEET 3 OF 6

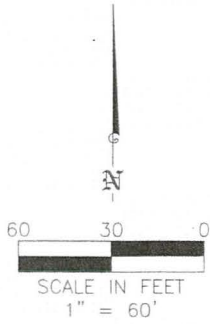
L. D. BRADLEY LAND SURVEYORS
 510 SOUTH 5TH STREET
 MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400 FAX (904) 786-1479
 LICENSED BUSINESS No. 6888

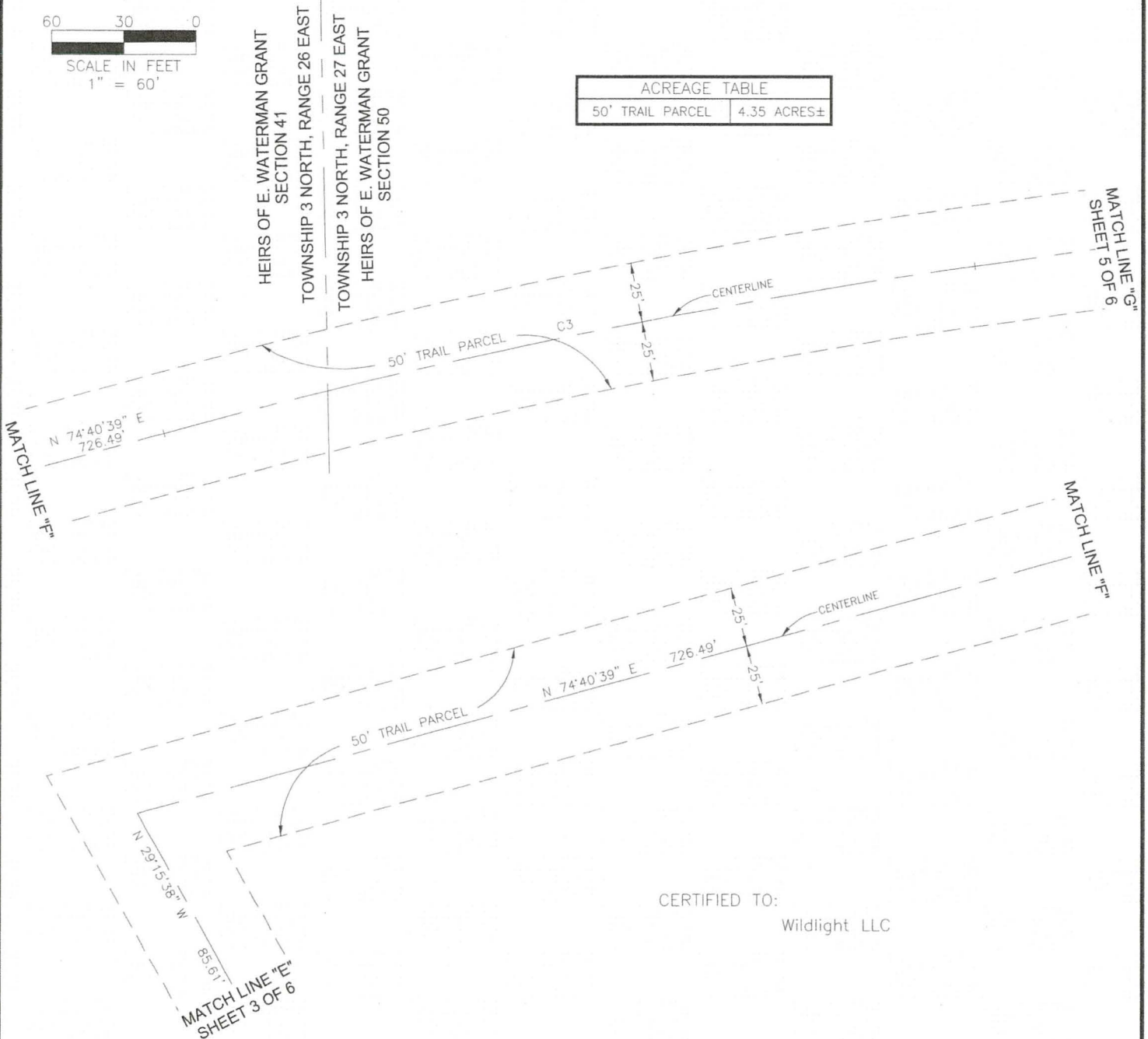
LD
BRADLEY
LAND SURVEYORS
 OLD WORLD KNOWLEDGE... NEW AGE TECHNOLOGY

W.O. NO.: 19-310-A1	DATE: 08/23/2021	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 19310 50' TRAIL PARCEL REVISED.DWG	FB N/A PG

MAP SHOWING SKETCH & DESCRIPTION
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 AND BEING A PORTION OF
 THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 41,
 TOWNSHIP 3 NORTH, RANGE 26 EAST
 ALL LYING IN NASSAU COUNTY, FLORIDA



ACREAGE TABLE	
50' TRAIL PARCEL	4.35 ACRES±



CERTIFIED TO:
 Wildlight LLC

SEE SHEET 6 FOR GENERAL NOTES AND DESCRIPTION
 THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 6

SHEET 4 OF 6

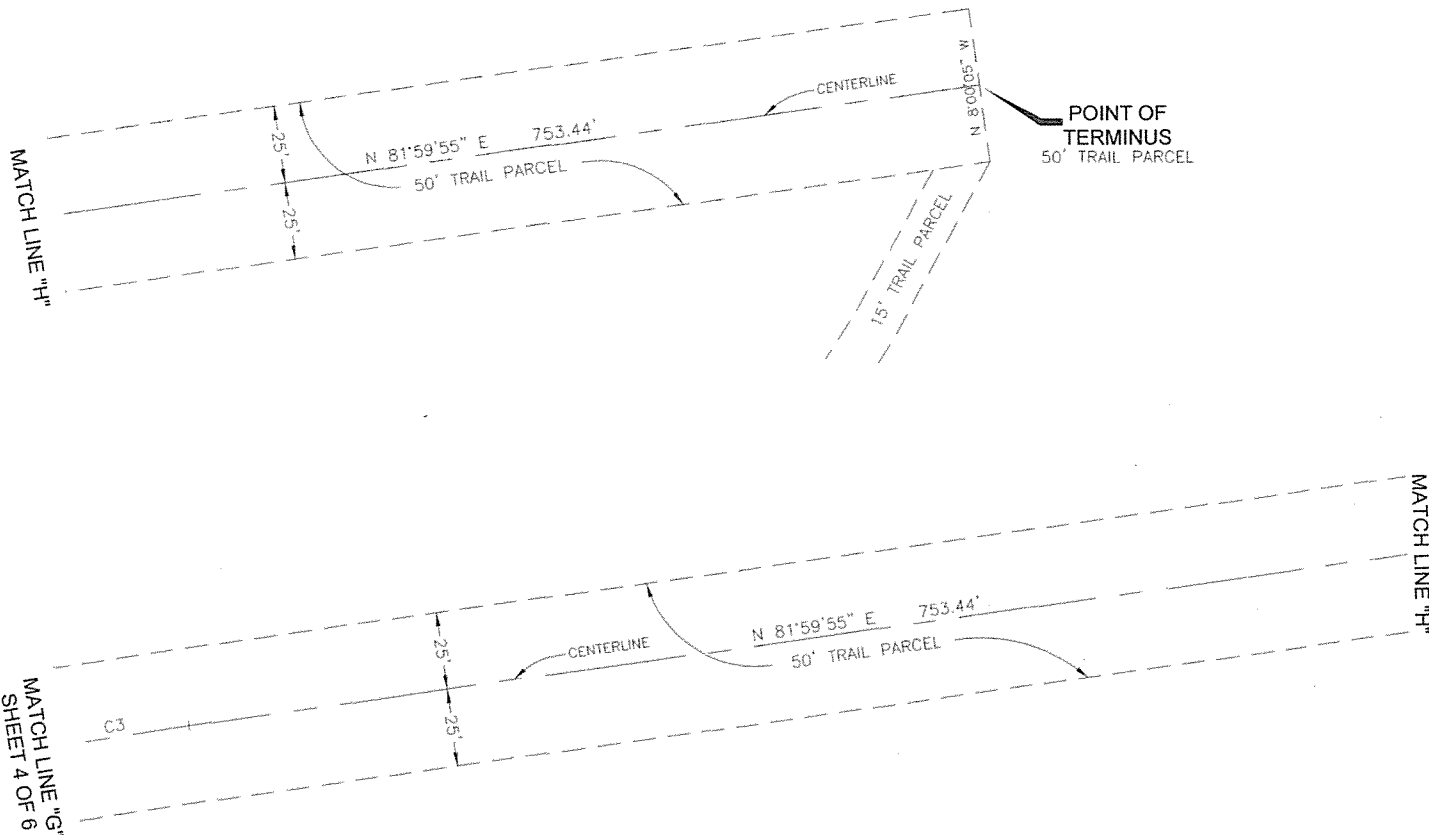
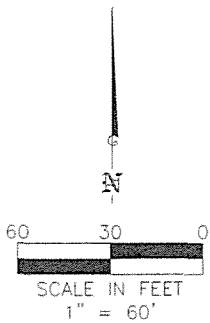
L. D. BRADLEY LAND SURVEYORS
 510 SOUTH 5TH STREET
 MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400 FAX (904) 786-1479
 LICENSED BUSINESS No. 6888

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

W.O. NO.: 19-310-A1	DATE: 08/23/2021	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 19310 50' TRAIL PARCEL REVISED.DWG	FB N/A PG

MAP SHOWING SKETCH & DESCRIPTION
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 AND BEING A PORTION OF
 THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 41,
 TOWNSHIP 3 NORTH, RANGE 26 EAST
 ALL LYING IN NASSAU COUNTY, FLORIDA



CERTIFIED TO:
 Wildlight LLC

ACREAGE TABLE	
50' TRAIL PARCEL	4.35 ACRES±

SEE SHEET 6 FOR GENERAL NOTES AND DESCRIPTION
 THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 6

SHEET 5 OF 6

L. D. BRADLEY LAND SURVEYORS
 510 SOUTH 5TH STREET
 MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400 FAX (904) 786-1479
 LICENSED BUSINESS No. 6888

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

W.O. NO.: 19-310-A1	DATE: 08/23/2021	DRAFTED BY: DHB
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**MAP SHOWING SKETCH & DESCRIPTION
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AND BEING A PORTION OF
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 41,
TOWNSHIP 3 NORTH, RANGE 26 EAST
ALL LYING IN NASSAU COUNTY, FLORIDA**

50 foot Trail Parcel:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East and being a portion of the Heirs of E. Waterman Mill Grant, Section 41, Township 3 North, Range 26 East, all in Nassau County, Florida, being a 50 foot wide strip of land lying 25 feet on each side of the following described centerline:

Commence at the Northwest corner of Tract 5, as shown on the plat of East Nassau – Wildlight Phase 1c–West, recorded in Plat Book 2239, Pages 1149 and 1150 of the public records of Nassau County, Florida; thence S 43°21'19" W, a distance of 12.50 feet to the Point of Beginning; thence N 51°29'11" W, a distance of 196.00 feet; thence N 35°07'09" W, a distance of 672.68 feet to the beginning of a curve, concave Southwest, having a radius of 600.00 feet and a central angle of 20°52'53"; thence on the arc of said curve, a distance of 218.67 feet said arc being subtended by a chord which bears N 45°33'35" W, a distance of 217.46 feet to the curves end; thence N 56°00'02" W, a distance of 422.69 feet to the beginning of a curve, concave Northeast, having a radius of 800.00 feet and a central angle of 26°44'24"; thence on the arc of said curve, a distance of 373.36 feet said arc being subtended by a chord which bears N 42°37'50" W, a distance of 369.98 feet to the curves end; thence N 29°15'38" W, a distance of 85.61 feet; thence N 74°40'39" E, a distance of 726.49 feet to the beginning of a curve, concave Southeast, having a radius of 2700.00 feet and a central angle of 7°19'16"; thence on the arc of said curve, a distance of 345.00 feet said arc being subtended by a chord which bears N 78°20'17" E, a distance of 344.77 feet to the curves end; thence N 81°59'55" E, a distance of 753.44 feet to the Point of Terminus.

The above described 50 foot wide strip of land, being lengthened and/or shortened so as to form a continuous 25 foot wide strip of land, said strip being bound at the Point of Beginning by a bearing of S 43°21'19" W and being bound at the Point of Terminus by a bearing of N 08°00'05" W.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 43°21'19" W	12.50'

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	20°52'53"	600.00'	218.67'	110.56'	N 45°33'35" W	217.46'
C2	26°44'24"	800.00'	373.36'	190.14'	N 42°37'50" W	369.98'
C3	7°19'16"	2700.00'	345.00'	172.74'	N 78°20'17" E	344.77'

ACREAGE TABLE	
50' TRAIL PARCEL	4.35 ACRES±

SURVEYORS NOTES:

- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) DISTANCES AND COMPUTED ACREAGE REFER TO GROUND UNITS AND ARE MEASURED IN FEET.
- 3.) BEARINGS SHOWN HEREON REFER TO FLORIDA STATE PLANE, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE BASED ON CONTROL POINTS PID DE5905, DESIGNATION NASSAU 20 AND PID DE5904, DESIGNATION NASSAU 19, BASE BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF CURIOSITY AVENUE, SAID LINE HAVING A GRID BEARING OF N 40°57'47" E.
- 4.) SOURCES OF INFORMATION:
 - * BOUNDARY SURVEY BY THIS FIRM, W.O. NO.: 19-063, DATED 05/01/2019

CERTIFIED TO:

Wildlight LLC

REVISED 8/23/2021: REPLACED ALL "TRAIL EASEMENT" WITH "TRAIL PARCEL"

SEE SHEET 6 FOR GENERAL NOTES AND DESCRIPTION
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 6

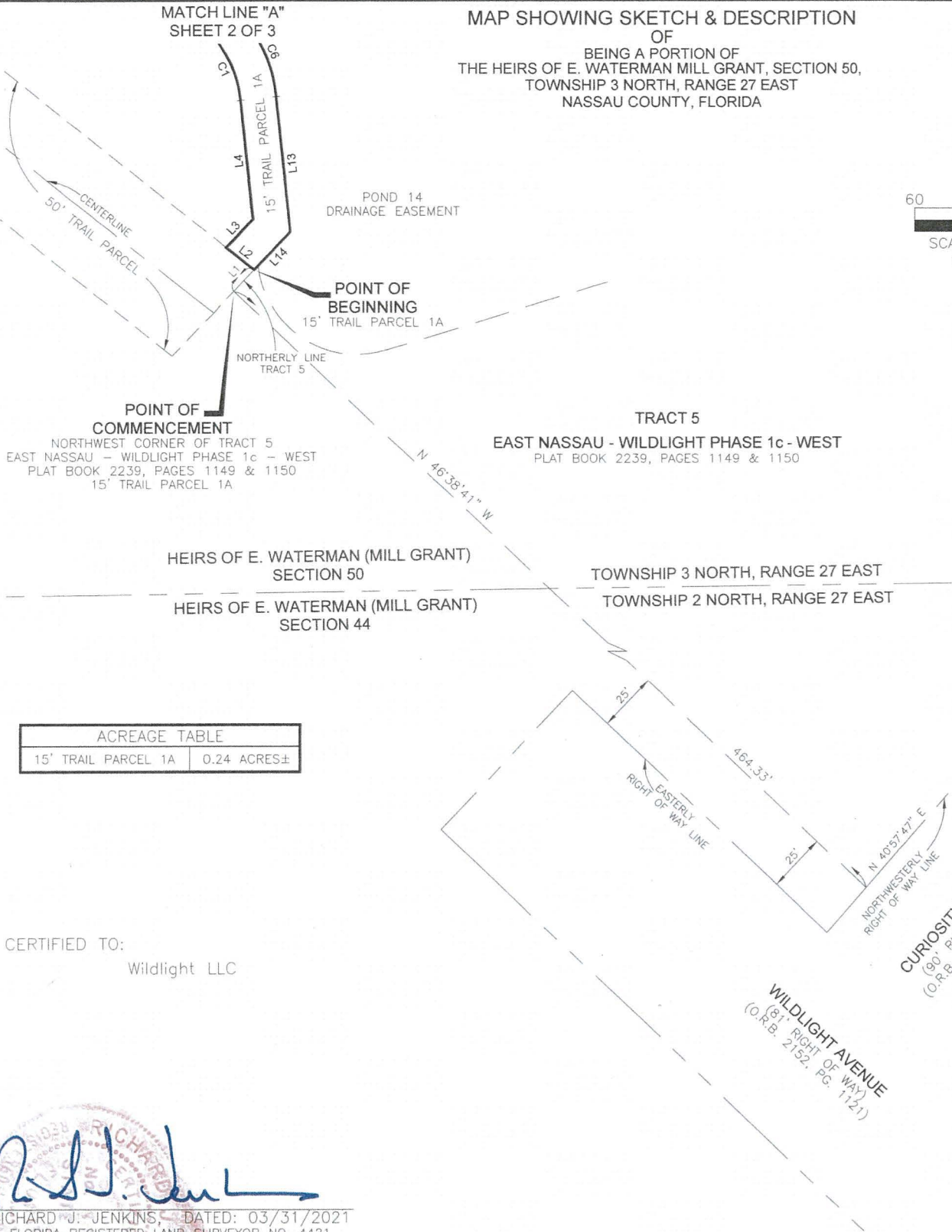
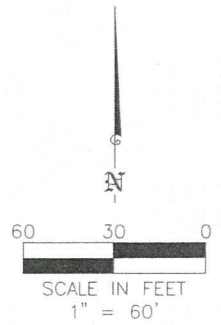
LD
BRADLEY
LAND SURVEYORS
OLD WORLD KNOWLEDGE... NEW AGE TECHNOLOGY

SHEET 6 OF 6

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.: 19-310-A1	DATE: 08/23/2021	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 19310 50' TRAIL PARCEL REVISED.DWG	FB N/A PG

MAP SHOWING SKETCH & DESCRIPTION
OF
BEING A PORTION OF
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50,
TOWNSHIP 3 NORTH, RANGE 27 EAST
NASSAU COUNTY, FLORIDA



POINT OF COMMENCEMENT
NORTHWEST CORNER OF TRACT 5
EAST NASSAU - WILDLIGHT PHASE 1c - WEST
PLAT BOOK 2239, PAGES 1149 & 1150
15' TRAIL PARCEL 1A

TRACT 5
EAST NASSAU - WILDLIGHT PHASE 1c - WEST
PLAT BOOK 2239, PAGES 1149 & 1150

HEIRS OF E. WATERMAN (MILL GRANT) SECTION 50
HEIRS OF E. WATERMAN (MILL GRANT) SECTION 44
TOWNSHIP 3 NORTH, RANGE 27 EAST
TOWNSHIP 2 NORTH, RANGE 27 EAST

ACREAGE TABLE	
15' TRAIL PARCEL 1A	0.24 ACRES±

CERTIFIED TO:
Wildlight LLC

RICHARD J. JENKINS, DATED: 03/31/2021
FLORIDA REGISTERED LAND SURVEYOR NO. 4421
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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

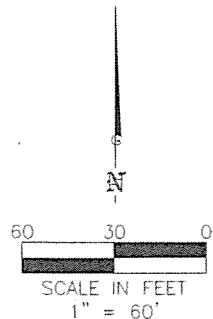
LD
BRADLEY
LAND SURVEYORS
OLD WORLD KNOWLEDGE... NEW AGE TECHNOLOGY

SHEET 1 OF 3

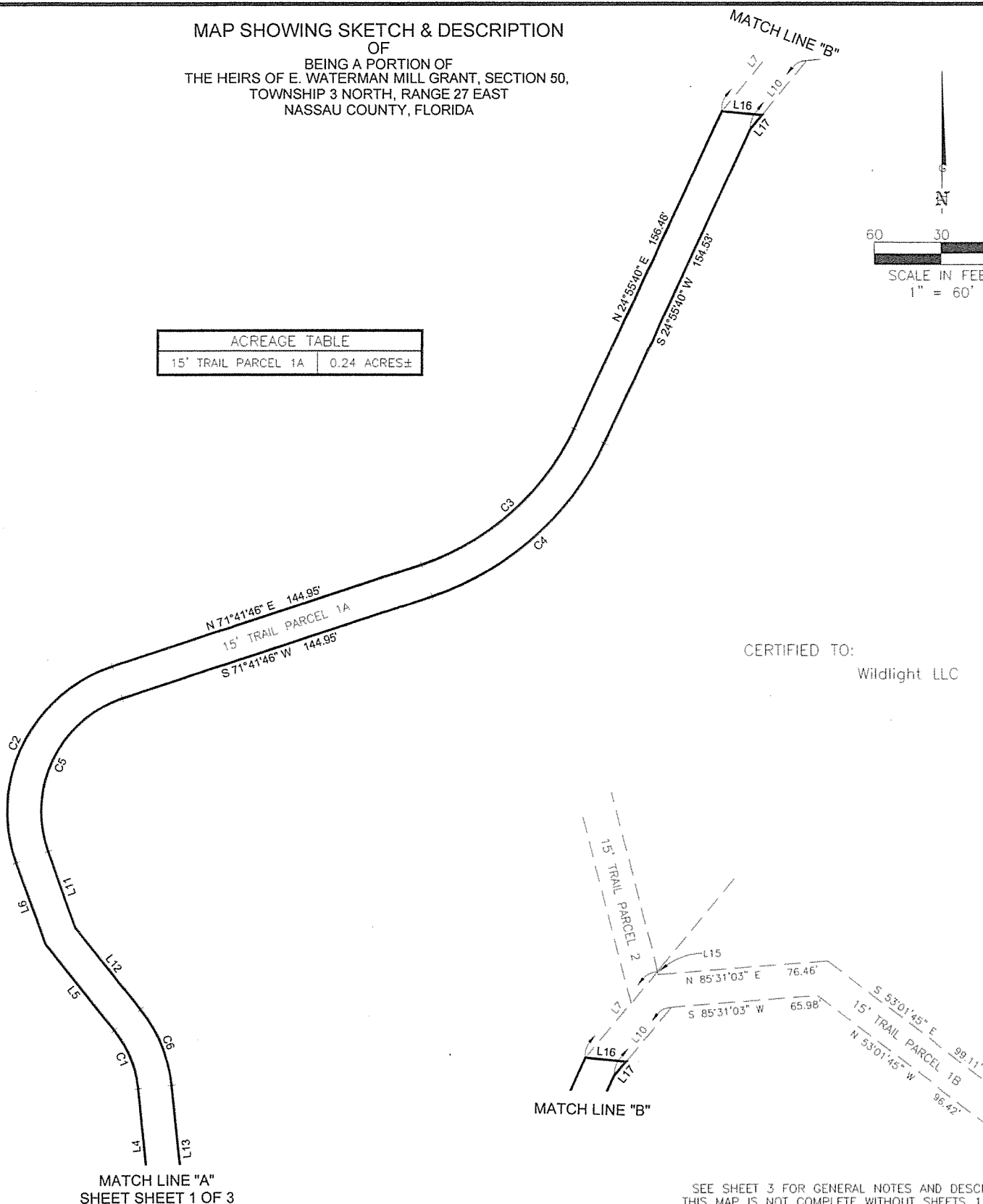
L. D. BRADLEY LAND SURVEYORS
510 SOUTH 5TH STREET
MACCLENNY, FLORIDA 32063
PHONE (904) 786-6400 FAX (904) 786-1479
LICENSED BUSINESS No. 6888

W.O. NO.: 21-197-A-1A	DATE: 08/23/2021	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 21197 15' TRAIL PARCEL 1A REVISED.DWG	FB N/A PG

MAP SHOWING SKETCH & DESCRIPTION
 OF
 BEING A PORTION OF
 THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50,
 TOWNSHIP 3 NORTH, RANGE 27 EAST
 NASSAU COUNTY, FLORIDA



ACREAGE TABLE	
15' TRAIL PARCEL 1A	0.24 ACRES±



CERTIFIED TO:
 Wildlight LLC

MATCH LINE "A"
 SHEET SHEET 1 OF 3

MATCH LINE "B"

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

SHEET 2 OF 3

L. D. BRADLEY LAND SURVEYORS

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

510 SOUTH 5TH STREET
 MACCLENNY, FLORIDA 32063
 PHONE (904) 786-6400 FAX (904) 786-1479
 LICENSED BUSINESS No. 6888

W.O. NO.: 21-197-A-1A	DATE: 08/23/2021	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 21197 15' TRAIL PARCEL 1A REVISED.DWG	FB N/A PG

**MAP SHOWING SKETCH & DESCRIPTION
OF
BEING A PORTION OF
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50,
TOWNSHIP 3 NORTH, RANGE 27 EAST
NASSAU COUNTY, FLORIDA**

15 foot Trail Parcel 1A:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Tract 5, as shown on the plat of East Nassau - Wildlight Phase 1c-West, recorded in Plat Book 2239, Pages 1149 and 1150 of the public records of Nassau County, Florida; thence on the most Westerly Northerly line of said Tract 5, N 43°21'19" E, a distance of 12.59 feet to the Point of Beginning; thence departing said Northerly line N 51°29'11" W, a distance of 15.05 feet; thence N 43°21'19" E, a distance of 16.44 feet; thence N 06°03'55" W, a distance of 50.49 feet to the beginning of a curve, concave Southwest, having a radius of 50.00 feet and a central angle of 32°42'13"; thence on the arc of said curve a distance of 28.54 feet said arc being subtended by a chord which bears N 22°25'01" W, a distance of 28.15 feet to the curves end; thence N 38°46'07" W, a distance of 49.37 feet; thence N 19°48'23" W, a distance of 38.72 feet to the beginning of a curve, concave Southeast, having a radius of 68.00 feet and a central angle of 91°30'09"; thence on the arc of said curve a distance of 108.60 feet said arc being subtended by a chord which bears N 25°56'42" E, a distance of 97.42 feet to the curves end; thence N 71°41'46" E, a distance of 144.95 feet to the beginning of a curve, concave Northwest, having a radius of 115.00 feet and a central angle of 46°46'06"; thence on the arc of said curve a distance of 93.87 feet said arc being subtended by a chord which bears N 48°18'43" E, a distance of 91.29 feet to the curves end; thence N 24°55'40" E, a distance of 156.48 feet; thence S 84°40'05" E, a distance of 18.18 feet; thence S 39°45'00" W, a distance of 8.33 feet; thence S 24°55'40" W, a distance of 154.53 feet to the beginning of a curve, concave Northwest, having a radius of 130.00 feet and a central angle of 46°46'06"; thence on the arc of said curve a distance of 106.11 feet said arc being subtended by a chord which bears S 48°18'43" W, a distance of 103.19 feet to the curves end; thence S 71°41'46" W, a distance of 144.95 feet to the beginning of a curve, concave Southeast, having a radius of 53.00 feet and a central angle of 91°30'09"; thence on the arc of said curve a distance of 84.64 feet said arc being subtended by a chord which bears S 25°56'42" W, a distance of 75.93 feet to the curves end; thence S 19°48'23" E, a distance of 36.21 feet; thence S 38°46'07" E, a distance of 46.86 feet to the beginning of a curve, concave Southwest, having a radius of 65.00 feet and a central angle of 32°42'13"; thence on the arc of said curve a distance of 37.10 feet said arc being subtended by a chord which bears S 22°25'01" E, a distance of 36.60 feet to the curves end; thence S 06°03'55" E, a distance of 57.39 feet; thence S 43°21'19" W, a distance of 22.07 feet to the Point of Beginning.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	32°42'13"	50.00'	28.54'	14.67'	N 22°25'01" W	28.15'
C2	91°30'09"	68.00'	108.60'	69.81'	N 25°56'42" E	97.42'
C3	46°46'06"	115.00'	93.87'	49.73'	N 48°18'43" E	91.29'
C4	46°46'06"	130.00'	106.11'	56.21'	S 48°18'43" W	103.19'
C5	91°30'09"	53.00'	84.64'	54.41'	S 25°56'42" W	75.93'
C6	32°42'13"	65.00'	37.10'	19.07'	S 22°25'01" E	36.60'

LINE TABLE

LINE #	BEARING	LENGTH
L1	N 43°21'19" E	12.59'
L2	N 51°29'11" W	15.05'
L3	N 43°21'19" E	16.44'
L4	N 6°03'55" W	50.49'
L5	N 38°46'07" W	49.37'
L6	N 19°48'23" W	38.72'
L7	N 39°45'00" E	50.00'
L8	N 81°59'55" E	18.70'
L10	S 39°45'00" W	39.87'
L11	S 19°48'23" E	36.21'
L12	S 38°46'07" E	46.86'
L13	S 6°03'55" E	57.39'
L14	S 43°21'19" W	22.07'
L15	S 14°26'54" E	1.34'
L16	S 84°40'05" E	18.18'
L17	S 39°45'00" W	8.33'

ACREAGE TABLE

15' TRAIL PARCEL 1A	0.24 ACRES±
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SURVEYORS NOTES:

- THIS IS NOT A BOUNDARY SURVEY.
- DISTANCES AND COMPUTED ACREAGE REFER TO GROUND UNITS AND ARE MEASURED IN FEET.
- BEARINGS SHOWN HEREON REFER TO FLORIDA STATE PLANE, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE BASED ON CONTROL POINTS PID DE5905, DESIGNATION NASSAU 20 AND PID DE5904, DESIGNATION NASSAU 19, BASE BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF CURIOSITY AVENUE, SAID LINE HAVING A GRID BEARING OF N 40°57'47" E.
- SOURCES OF INFORMATION:
* BOUNDARY SURVEY BY THIS FIRM, W.O. NO.: 19-063, DATED 05/01/2019

CERTIFIED TO:

Wildlight LLC

REVISED 8/23/2021: REPLACED ALL "TRAIL EASEMENT" WITH "TRAIL PARCEL"

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

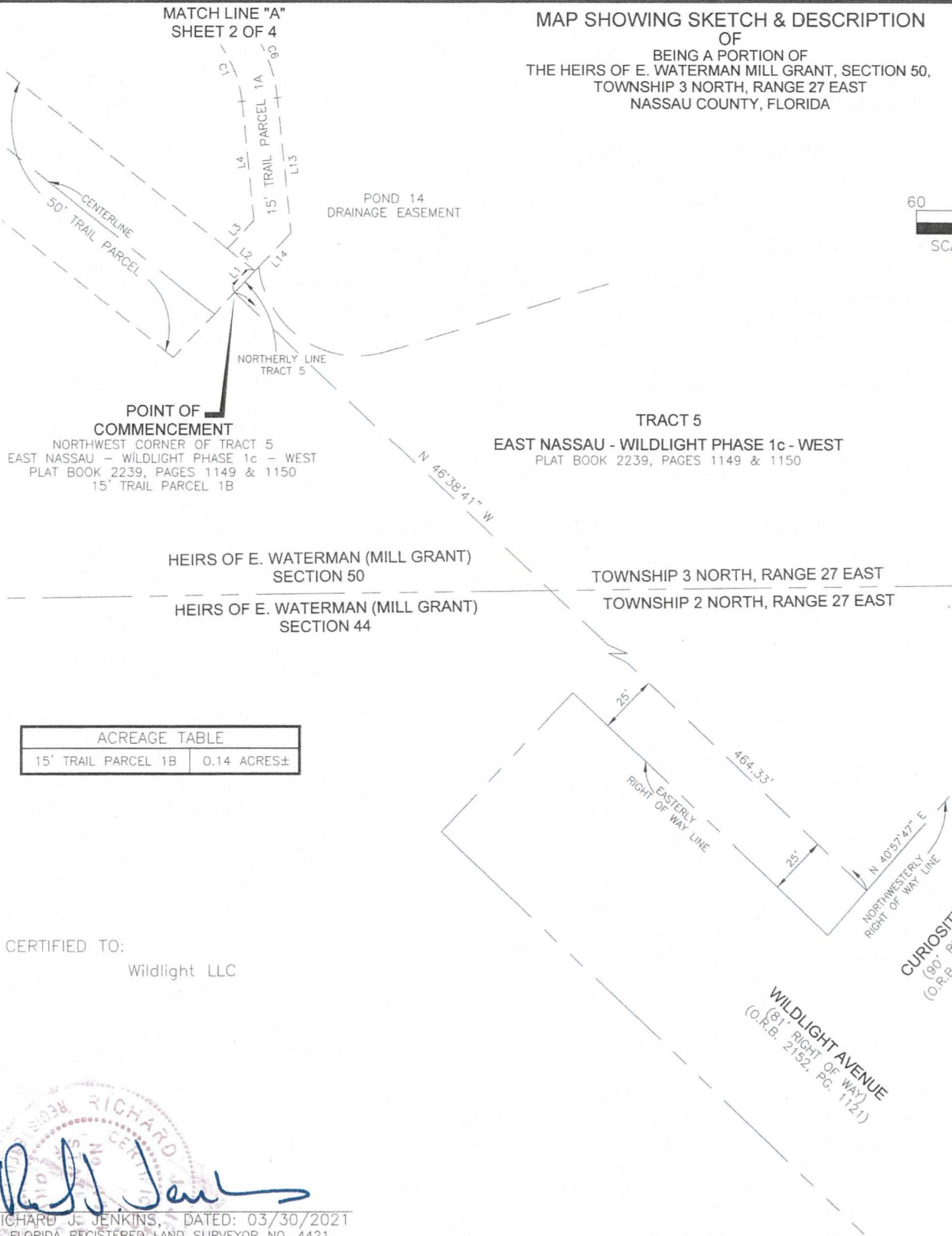
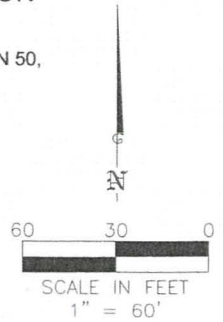
**LD
BRADLEY
LAND SURVEYORS**
Old World Knowledge... New Age Technology

SHEET 3 OF 3

L. D. BRADLEY LAND SURVEYORS
510 SOUTH 5TH STREET
MACCLENNY, FLORIDA 32063
PHONE (904) 786-6400 FAX (904) 786-1479
LICENSED BUSINESS No. 6888

W.O. NO.: 21-197-A-1A	DATE: 08/23/2021	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 21197 15' TRAIL PARCEL 1A REVISED.DWG	FB N/A PG

MAP SHOWING SKETCH & DESCRIPTION
 OF
 BEING A PORTION OF
 THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50,
 TOWNSHIP 3 NORTH, RANGE 27 EAST
 NASSAU COUNTY, FLORIDA



POINT OF COMMENCEMENT
 NORTHWEST CORNER OF TRACT 5
 EAST NASSAU - WILDLIGHT PHASE 1c - WEST
 PLAT BOOK 2239, PAGES 1149 & 1150
 15' TRAIL PARCEL 1B

TRACT 5
 EAST NASSAU - WILDLIGHT PHASE 1c - WEST
 PLAT BOOK 2239, PAGES 1149 & 1150

HEIRS OF E. WATERMAN (MILL GRANT)
 SECTION 50
 HEIRS OF E. WATERMAN (MILL GRANT)
 SECTION 44

TOWNSHIP 3 NORTH, RANGE 27 EAST
 TOWNSHIP 2 NORTH, RANGE 27 EAST

ACREAGE TABLE	
15' TRAIL PARCEL 1B	0.14 ACRES±

CERTIFIED TO:
 Wildlight LLC

RICHARD J. JENKINS, DATED: 03/30/2021
 FLORIDA REGISTERED LAND SURVEYOR NO. 4421
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

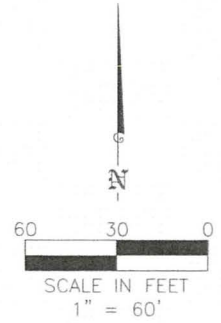
SEE SHEET 4 FOR GENERAL NOTES AND DESCRIPTION
 THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 4

 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.: 21-197-A-1B CHECKED BY: RJJ	DATE: 08/23/2021 CAD FILE: 21197 15' TRAIL PARCEL 1B REVISED.DWG

MAP SHOWING SKETCH & DESCRIPTION
OF
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THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50,
TOWNSHIP 3 NORTH, RANGE 27 EAST
NASSAU COUNTY, FLORIDA

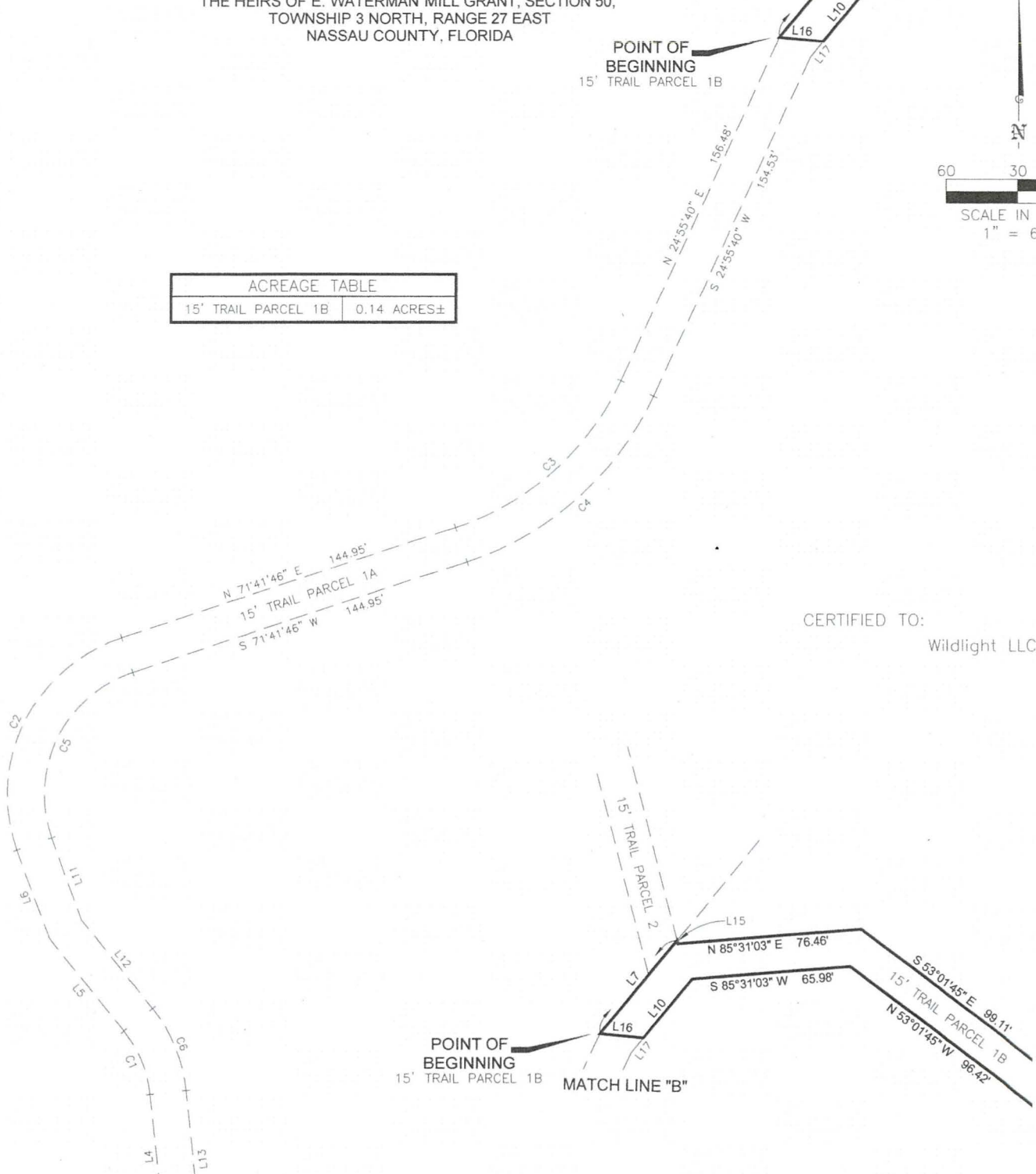
POINT OF
BEGINNING
15' TRAIL PARCEL 1B

MATCH LINE "B"



ACREAGE TABLE	
15' TRAIL PARCEL 1B	0.14 ACRES±

CERTIFIED TO:
Wildlight LLC



MATCH LINE "A"
SHEET SHEET 1 OF 4

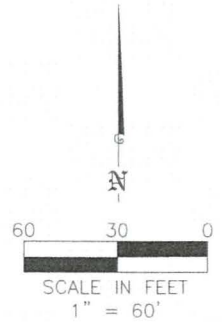
POINT OF
BEGINNING
15' TRAIL PARCEL 1B

SHEET 3 OF 4
MATCH LINE "C"

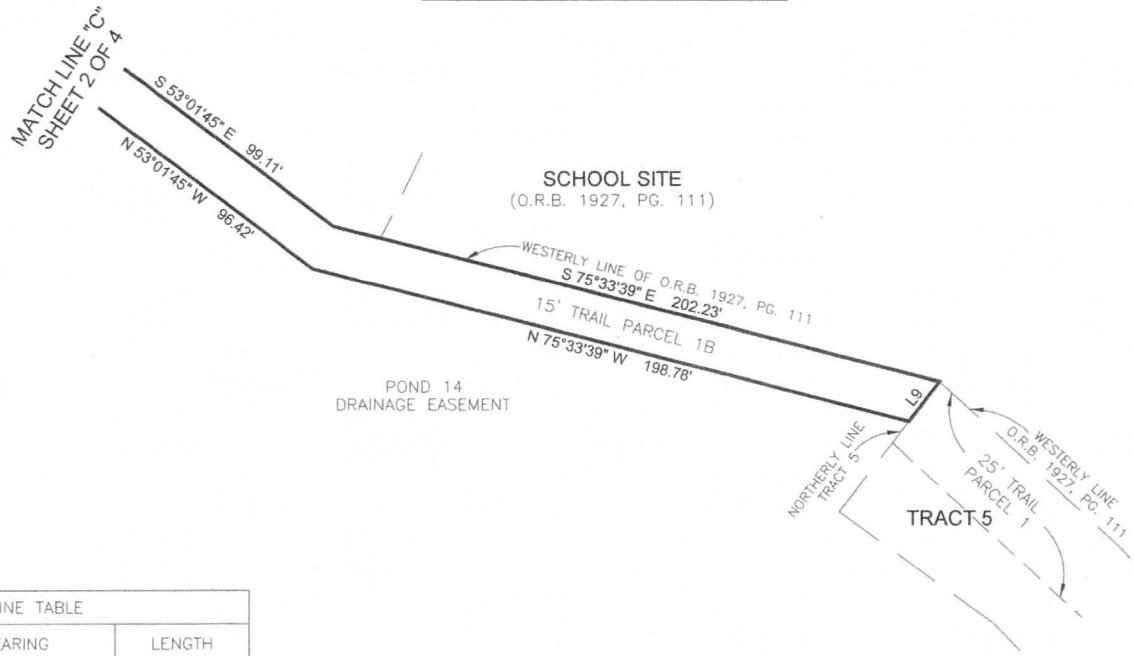
SEE SHEET 4 FOR GENERAL NOTES AND DESCRIPTION
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<p>LD BRADLEY LAND SURVEYORS Old World Knowledge... New Age Technology</p>	SHEET 2 OF 4	L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063 PHONE (904) 786-6400 FAX (904) 786-1479 LICENSED BUSINESS No. 6888
	<p>W.O. NO.: 21-197-A-1B DATE: 08/23/2021 CHECKED BY: RJJ CAD FILE: 21197 15' TRAIL PARCEL 1B REVISED.DWG</p>	<p>DRAFTED BY: DHB FB N/A PG</p>

MAP SHOWING SKETCH & DESCRIPTION
OF
BEING A PORTION OF
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50,
TOWNSHIP 3 NORTH, RANGE 27 EAST
NASSAU COUNTY, FLORIDA



ACREAGE TABLE	
15' TRAIL PARCEL 1B	0.14 ACRES±



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 43°21'19" E	12.59'
L2	N 51°29'11" W	15.05'
L3	N 43°21'19" E	16.44'
L4	N 6°03'55" W	50.49'
L5	N 38°46'07" W	49.37'
L6	N 19°48'23" W	38.72'
L7	N 39°45'00" E	50.00'
L8	N 81°59'55" E	18.70'
L9	S 37°41'20" W	16.33'
L10	S 39°45'00" W	31.54'
L11	S 19°48'23" E	36.21'
L12	S 38°46'07" E	46.86'
L13	S 6°03'55" E	57.39'
L14	S 43°21'19" W	22.07'
L15	S 14°26'54" E	1.34'
L16	N 84°40'05" W	18.18'
L17	S 39°45'00" W	8.33'

CERTIFIED TO:
Wildlight LLC

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	32°42'13"	50.00'	28.54'	14.67'	N 22°25'01" W	28.15'
C2	91°30'09"	68.00'	108.60'	69.81'	N 25°56'42" E	97.42'
C3	46°46'06"	115.00'	93.87'	49.73'	N 48°18'43" E	91.29'
C4	46°46'06"	130.00'	106.11'	56.21'	S 48°18'43" W	103.19'
C5	91°30'09"	53.00'	84.64'	54.41'	S 25°56'42" W	75.93'
C6	32°42'13"	65.00'	37.10'	19.07'	S 22°25'01" E	36.60'

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

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

SHEET 3 OF 4

L. D. BRADLEY LAND SURVEYORS
510 SOUTH 5TH STREET
MACCLENNY, FLORIDA 32063
PHONE (904) 786-6400 FAX (904) 786-1479
LICENSED BUSINESS No. 6888

W.O. NO.: 21-197-A-1B	DATE: 08/23/2021	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 21197 15' TRAIL PARCEL 1B REVISED.DWG	FB N/A PG

**MAP SHOWING SKETCH & DESCRIPTION
OF
BEING A PORTION OF
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50,
TOWNSHIP 3 NORTH, RANGE 27 EAST
NASSAU COUNTY, FLORIDA**

15 foot Trail Parcel 1B:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Tract 5, as shown on the plat of East Nassau - Wildlight Phase 1c-West, recorded in Plat Book 2239, Pages 1149 and 1150 of the public records of Nassau County, Florida; thence on the most Westerly Northerly line of said Tract 5, N 43°21'19" E, a distance of 12.59 feet; thence departing said Northerly line N 51°29'11" W, a distance of 15.05 feet; thence N 43°21'19" E, a distance of 16.44 feet; thence N 06°03'55" W, a distance of 50.49 feet to the beginning of a curve, concave Southwest, having a radius of 50.00 feet and a central angle of 32°42'13"; thence on the arc of said curve a distance of 28.54 feet said arc being subtended by a chord which bears N 22°25'01" W, a distance of 28.15 feet to the curves end; thence N 38°46'07" W, a distance of 49.37 feet; thence N 19°48'23" W, a distance of 38.72 feet to the beginning of a curve, concave Southeast, having a radius of 68.00 feet and a central angle of 91°30'09"; thence on the arc of said curve a distance of 108.60 feet said arc being subtended by a chord which bears N 25°56'42" E, a distance of 97.42 feet to the curves end; thence N 71°41'46" E, a distance of 144.95 feet to the beginning of a curve, concave Northwest, having a radius of 115.00 feet and a central angle of 46°46'06"; thence on the arc of said curve a distance of 93.87 feet said arc being subtended by a chord which bears N 48°18'43" E, a distance of 91.29 feet to the curves end; thence N 24°55'40" E, a distance of 156.48 feet to the Point of Beginning; thence N 39°45'00" E, a distance of 50.00 feet; thence S 14°26'54" E, a distance of 1.34 feet; thence N 85°31'03" E, a distance of 76.46 feet; thence S 53°01'45" E, a distance of 99.11 feet to a point on the Westerly prolongation of the Westerly line of those land described in Official Record Book 1927, page 111 of the public records of Nassau County, Florida; thence on said Westerly prolongation and on said Westerly line, S 75°33'39" E, a distance of 202.23 feet to the Northeast corner of said Tract 5, as shown on the plat of East Nassau - Wildlight Phase 1c-West; thence on the most Easterly Northerly line of said Tract 5, S 37°41'20" W, a distance of 16.33 feet; thence departing said Northerly line, N 75°33'39" W, a distance of 198.78 feet; thence N 53°01'45" W, a distance of 96.42 feet; thence S 85°31'03" W, a distance of 65.98 feet; thence S 39°45'00" W, a distance of 31.54 feet; thence N 84°40'05" W, a distance of 18.18 feet to the Point of Beginning.

ACREAGE TABLE	
15' TRAIL PARCEL 1B	0.14 ACRES±

SURVEYORS NOTES:

- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) DISTANCES AND COMPUTED ACREAGE REFER TO GROUND UNITS AND ARE MEASURED IN FEET.
- 3.) BEARINGS SHOWN HEREON REFER TO FLORIDA STATE PLANE, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE BASED ON CONTROL POINTS PID DE5905, DESIGNATION NASSAU 20 AND PID DE5904, DESIGNATION NASSAU 19, BASE BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF CURIOSITY AVENUE, SAID LINE HAVING A GRID BEARING OF N 40°57'47" E.
- 4.) SOURCES OF INFORMATION:
* BOUNDARY SURVEY BY THIS FIRM, W.O. NO.: 19-063, DATED 05/01/2019

CERTIFIED TO:

Wildlight LLC

REVISED 8/23/2021: REPLACED ALL "TRAIL EASEMENT" WITH "TRAIL PARCEL"

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

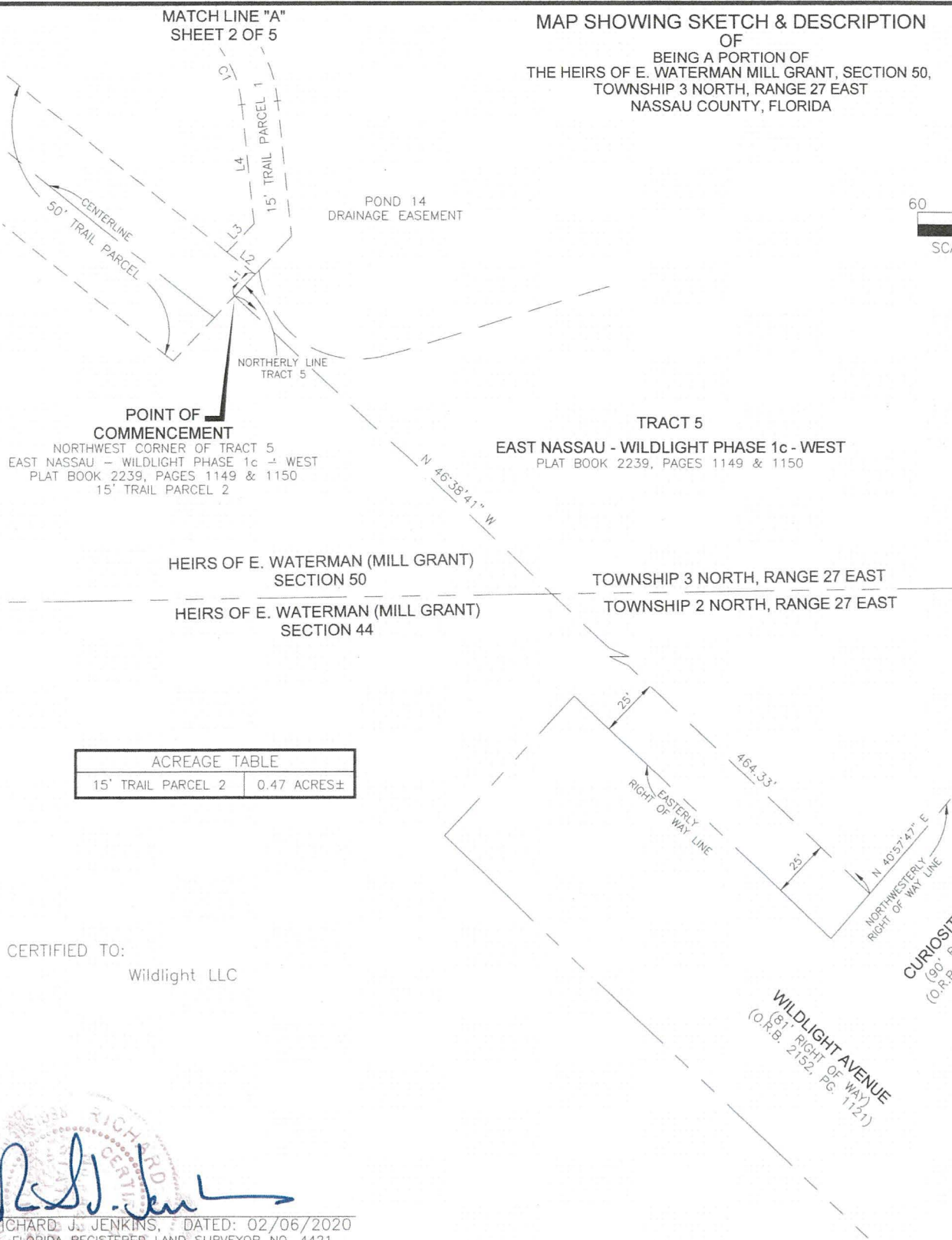
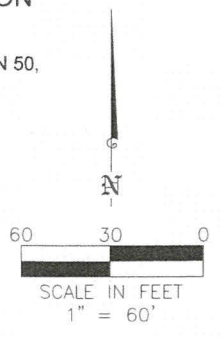
**LD
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OLD WORLD KNOWLEDGE... NEW AGE TECHNOLOGY

SHEET 4 OF 4

L. D. BRADLEY LAND SURVEYORS
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PHONE (904) 786-6400 FAX (904) 786-1479
LICENSED BUSINESS No. 6888

W.O. NO.: 21-197-A-1B	DATE: 08/23/2021	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 21197 15' TRAIL PARCEL 1B REVISED.DWG	FB N/A PG

MAP SHOWING SKETCH & DESCRIPTION
OF
BEING A PORTION OF
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50,
TOWNSHIP 3 NORTH, RANGE 27 EAST
NASSAU COUNTY, FLORIDA



POINT OF COMMENCEMENT
NORTHWEST CORNER OF TRACT 5
EAST NASSAU - WILDLIGHT PHASE 1c - WEST
PLAT BOOK 2239, PAGES 1149 & 1150
15' TRAIL PARCEL 2

TRACT 5
EAST NASSAU - WILDLIGHT PHASE 1c - WEST
PLAT BOOK 2239, PAGES 1149 & 1150

HEIRS OF E. WATERMAN (MILL GRANT)
SECTION 50
HEIRS OF E. WATERMAN (MILL GRANT)
SECTION 44

TOWNSHIP 3 NORTH, RANGE 27 EAST
TOWNSHIP 2 NORTH, RANGE 27 EAST

ACREAGE TABLE	
15' TRAIL PARCEL 2	0.47 ACRES±

CERTIFIED TO:
Wildlight LLC

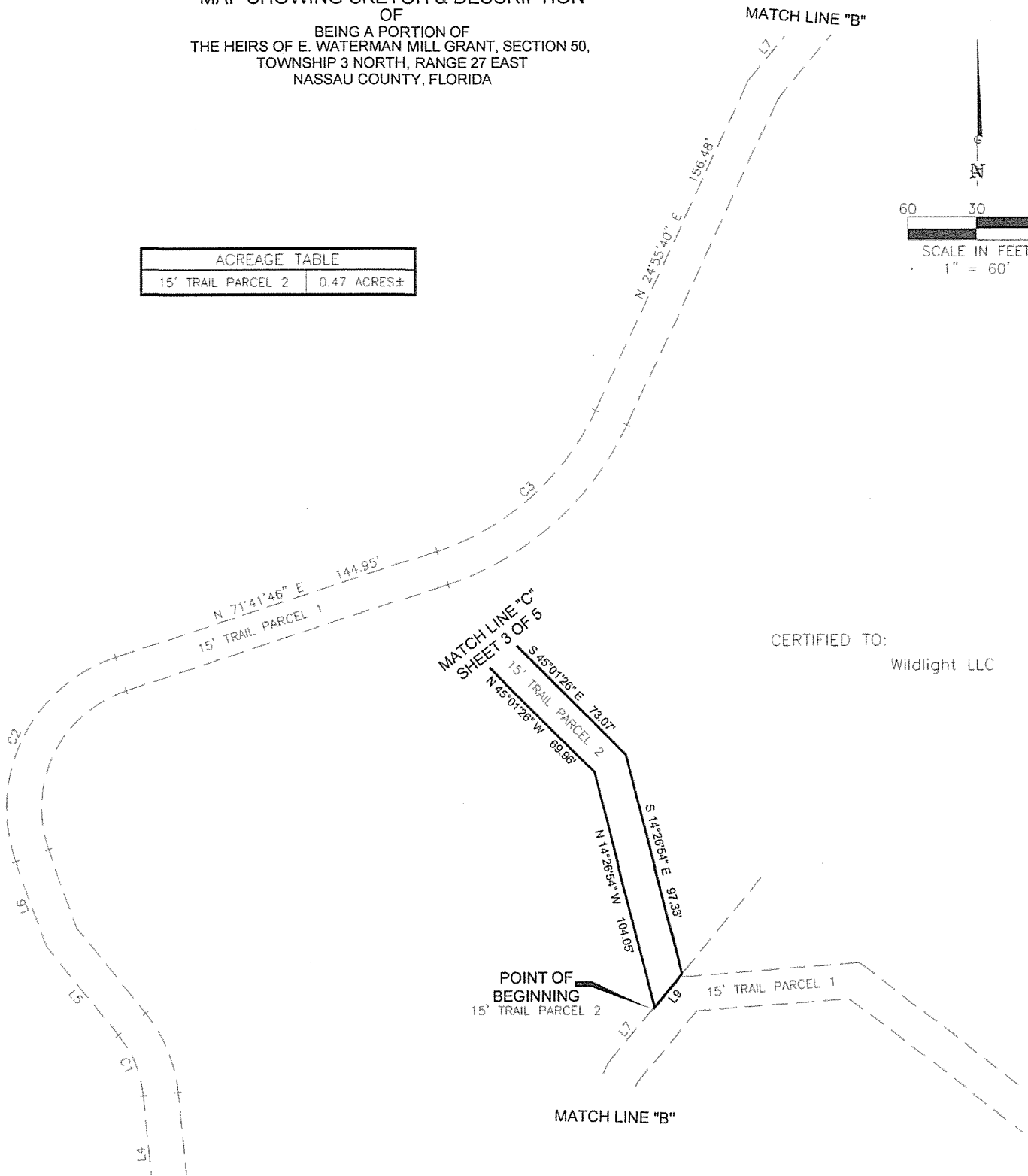
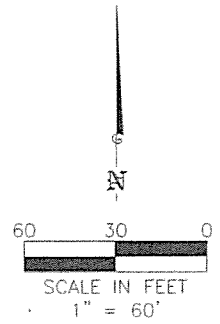
RICHARD J. JENKINS, DATED: 02/06/2020
FLORIDA REGISTERED LAND SURVEYOR NO. 4421
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SEE SHEET 5 FOR GENERAL NOTES AND DESCRIPTION
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 5

	SHEET 1 OF 5	L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063 PHONE (904) 786-6400 FAX (904) 786-1479 LICENSED BUSINESS No. 6888
	W.O. NO.: 19-310-A2-2 CHECKED BY: RJJ	DATE: 08/23/2021 CAD FILE: 19310 15' TRAIL PARCEL 2 REVISED.DWG

MAP SHOWING SKETCH & DESCRIPTION
 OF
 BEING A PORTION OF
 THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50,
 TOWNSHIP 3 NORTH, RANGE 27 EAST
 NASSAU COUNTY, FLORIDA

ACREAGE TABLE	
15' TRAIL PARCEL 2	0.47 ACRES±



CERTIFIED TO:
 Wildlight LLC

MATCH LINE "A"
 SHEET SHEET 1 OF 5

SEE SHEET 5 FOR GENERAL NOTES AND DESCRIPTION
 THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 5

SHEET 2 OF 5

L. D. BRADLEY LAND SURVEYORS
 510 SOUTH 5TH STREET
 MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400 FAX (904) 786-1479
 LICENSED BUSINESS No. 6888

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

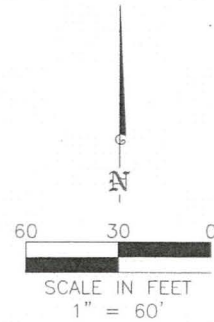
W.O. NO.: 19-310-A2-2 | DATE: 08/23/2021

DRAFTED BY: DHB

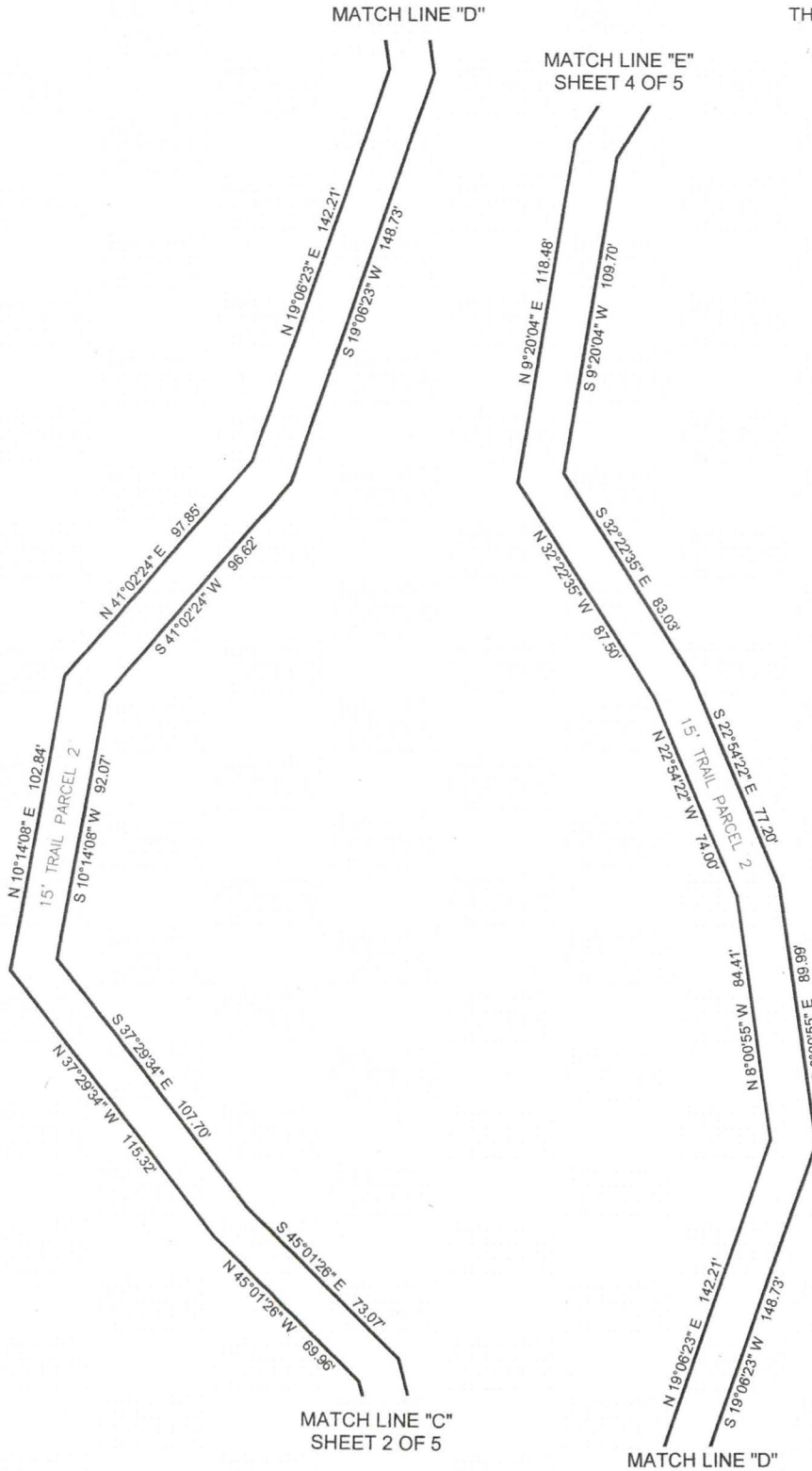
CHECKED BY: RJJ | CAD FILE: 19310 15' TRAIL PARCEL 2 REVISED.DWG

FB N/A PG

MAP SHOWING SKETCH & DESCRIPTION
 OF
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 THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50,
 TOWNSHIP 3 NORTH, RANGE 27 EAST
 NASSAU COUNTY, FLORIDA



ACREAGE TABLE	
15' TRAIL PARCEL 2	0.47 ACRES±



CERTIFIED TO:
 Wildlight LLC

SEE SHEET 5 FOR GENERAL NOTES AND DESCRIPTION
 THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 5

SHEET 3 OF 5

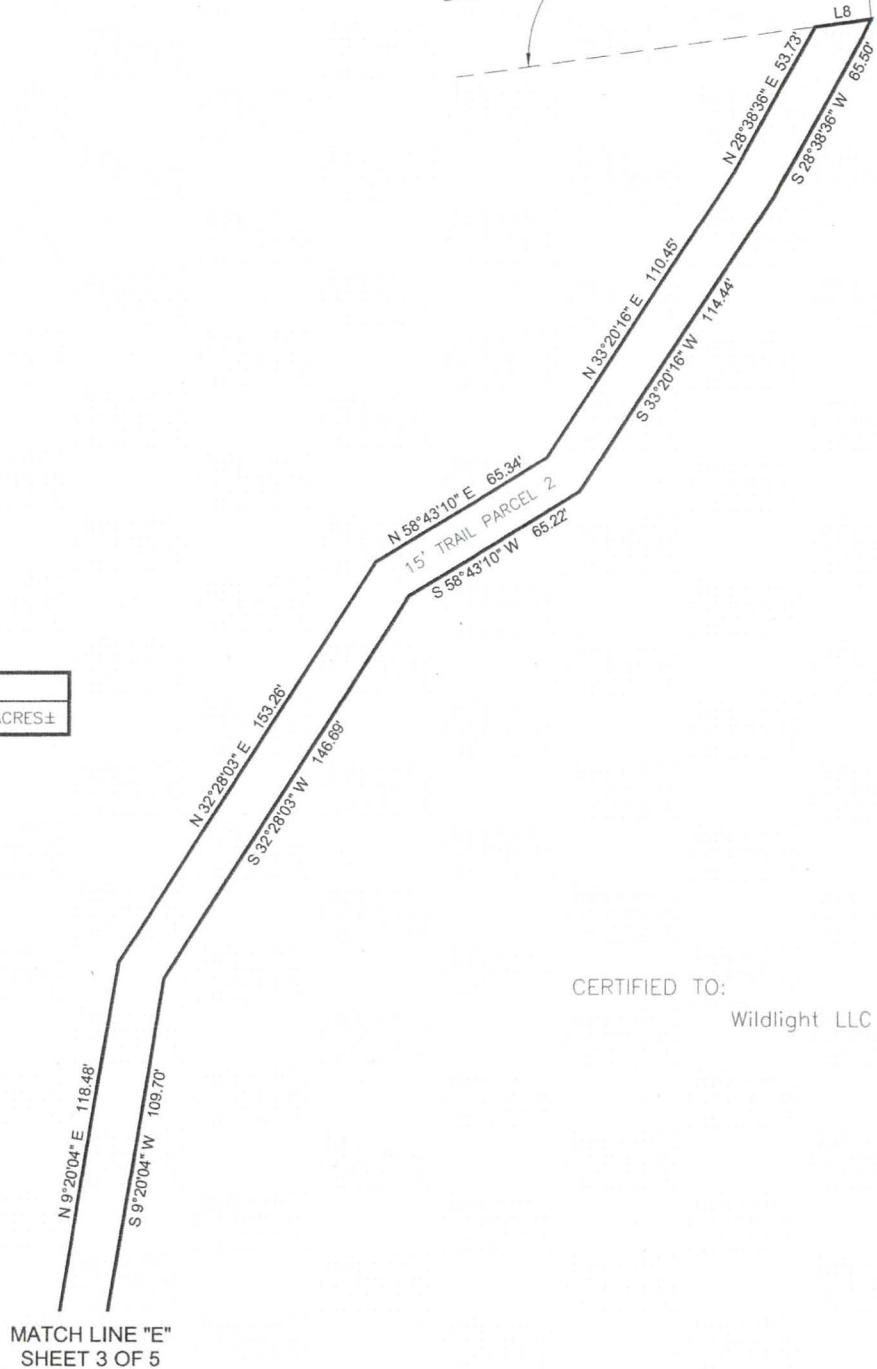
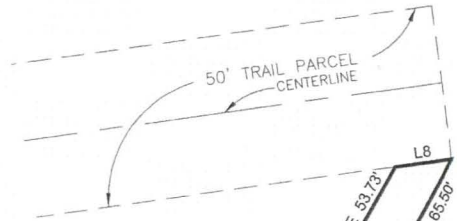
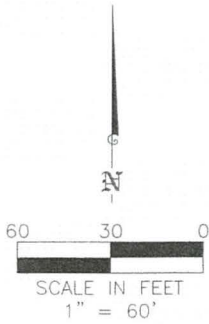
L. D. BRADLEY LAND SURVEYORS
 510 SOUTH 5TH STREET
 MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400 FAX (904) 786-1479
 LICENSED BUSINESS No. 6888

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

W.O. NO.: 19-310-A2-2	DATE: 08/23/2021	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 19310 15' TRAIL PARCEL 2 REVISED.DWG	FB N/A PG

MAP SHOWING SKETCH & DESCRIPTION
 OF
 BEING A PORTION OF
 THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50,
 TOWNSHIP 3 NORTH, RANGE 27 EAST
 NASSAU COUNTY, FLORIDA



ACREAGE TABLE	
15' TRAIL PARCEL 2	0.47 ACRES±

CERTIFIED TO:
 Wildlight LLC

SEE SHEET 5 FOR GENERAL NOTES AND DESCRIPTION
 THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 5

LD BRADLEY LAND SURVEYORS OLD WORLD KNOWLEDGE...NEW AGE TECHNOLOGY	SHEET 4 OF 5	L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063 PHONE (904) 786-6400 FAX (904) 786-1479 LICENSED BUSINESS No. 6888
	W.O. NO.: 19-310-A2-2 CHECKED BY: RJJ	DATE: 08/23/2021 CAD FILE: 19310 15' TRAIL PARCEL 2 REVISED.DWG

**MAP SHOWING SKETCH & DESCRIPTION
OF
BEING A PORTION OF
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50,
TOWNSHIP 3 NORTH, RANGE 27 EAST
NASSAU COUNTY, FLORIDA**

15 foot Trail Parcel 2:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Tract 5, as shown on the plat of East Nassau – Wildlight Phase 1c–West, recorded in Plat Book 2239, Pages 1149 and 1150 of the public records of Nassau County, Florida; thence on the most Westerly Northerly line of said Tract 5, N 43°21'19" E, a distance of 12.59 feet; thence departing said Northerly line N 51°29'11" W, a distance of 15.05 feet; thence N 43°21'19" E, a distance of 16.44 feet; thence N 06°03'55" W, a distance of 50.49 feet to the beginning of a curve, concave Southwest, having a radius of 50.00 feet and a central angle of 32°42'13"; thence on the arc of said curve a distance of 28.54 feet said arc being subtended by a chord which bears N 22°25'01" W, a distance of 28.15 feet to the curves end; thence N 38°46'07" W, a distance of 49.37 feet; thence N 19°48'23" W, a distance of 38.72 feet to the beginning of a curve, concave Southeast, having a radius of 68.00 feet and a central angle of 91°30'09"; thence on the arc of said curve a distance of 108.60 feet said arc being subtended by a chord which bears N 25°56'42" E, a distance of 97.42 feet to the curves end; thence N 71°41'46" E, a distance of 144.95 feet to the beginning of a curve, concave Northwest, having a radius of 115.00 feet and a central angle of 46°46'06"; thence on the arc of said curve a distance of 93.87 feet said arc being subtended by a chord which bears N 48°18'43" E, a distance of 91.29 feet to the curves end; thence N 24°55'40" E, a distance of 156.48 feet; thence N 39°45'00" E, a distance of 31.50 feet to the Point of Beginning; thence N 14°26'54" W, a distance of 104.05 feet; thence N 45°01'26" W, a distance of 69.96 feet; thence N 37°29'34" W, a distance of 115.32 feet; thence N 10°14'08" E, a distance of 102.84 feet; thence N 41°02'24" E, a distance of 97.85 feet; thence N 19°06'23" E, a distance of 142.21 feet; thence N 08°00'55" W, a distance of 84.41 feet; thence N 22°54'22" W, a distance of 74.00 feet; thence N 32°22'35" W, a distance of 87.50 feet; thence N 09°20'04" E, a distance of 118.48 feet; thence N 32°28'03" E, a distance of 153.26 feet; thence N 58°43'10" E, a distance of 65.34 feet; thence N 33°20'16" E, a distance of 110.45 feet; thence N 28°38'36" E, a distance of 53.73 feet; thence N 81°59'55" E, a distance of 18.70 feet; thence S 28°38'36" W, a distance of 65.50 feet; thence S 33°20'16" W, a distance of 114.44 feet; thence S 58°43'10" W, a distance of 65.22 feet; thence S 32°28'03" W, a distance of 146.69 feet; thence S 09°20'04" W, a distance of 109.70 feet; thence S 32°22'35" E, a distance of 83.03 feet; thence S 22°54'22" E, a distance of 77.20 feet; thence S 08°00'55" E, a distance of 89.99 feet; thence S 19°06'23" W, a distance of 148.73 feet; thence S 41°02'24" W, a distance of 96.62 feet; thence S 10°14'08" W, a distance of 92.07 feet; thence S 37°29'34" E, a distance of 107.7 feet; thence S 45°01'26" E, a distance of 73.07 feet; thence S 14°26'54" E, a distance of 97.33 feet; thence S 39°45'00" W, a distance of 18.49 feet to the Point of Beginning.

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	32°42'13"	50.00'	28.54'	14.67'	N 22°25'01" W	28.15'
C2	91°30'09"	68.00'	108.60'	69.81'	N 25°56'42" E	97.42'
C3	46°46'06"	115.00'	93.87'	49.73'	N 48°18'43" E	91.29'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 43°21'19" E	12.59'
L2	N 51°29'11" W	15.05'
L3	N 43°21'19" E	16.44'
L4	N 6°03'55" W	50.49'
L5	N 38°46'07" W	49.37'
L6	N 19°48'23" W	38.72'
L7	N 39°45'00" E	31.50'
L8	N 81°59'55" E	18.70'
L9	S 39°45'00" W	18.49'

CERTIFIED TO:

Wildlight LLC

ACREAGE TABLE	
15' TRAIL PARCEL 2	0.47 ACRES±

SURVEYORS NOTES:

- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) DISTANCES AND COMPUTED ACREAGE REFER TO GROUND UNITS AND ARE MEASURED IN FEET.
- 3.) BEARINGS SHOWN HEREON REFER TO FLORIDA STATE PLANE, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE BASED ON CONTROL POINTS PID DE5905, DESIGNATION NASSAU 20 AND PID DE5904, DESIGNATION NASSAU 19, BASE BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF CURIOSITY AVENUE, SAID LINE HAVING A GRID BEARING OF N 40°57'47" E.
- 4.) SOURCES OF INFORMATION:
 - * BOUNDARY SURVEY BY THIS FIRM, W.O. NO.: 19-063, DATED 05/01/2019

REVISED 8/23/2021: REPLACED ALL "TRAIL EASEMENT" WITH "TRAIL PARCEL"

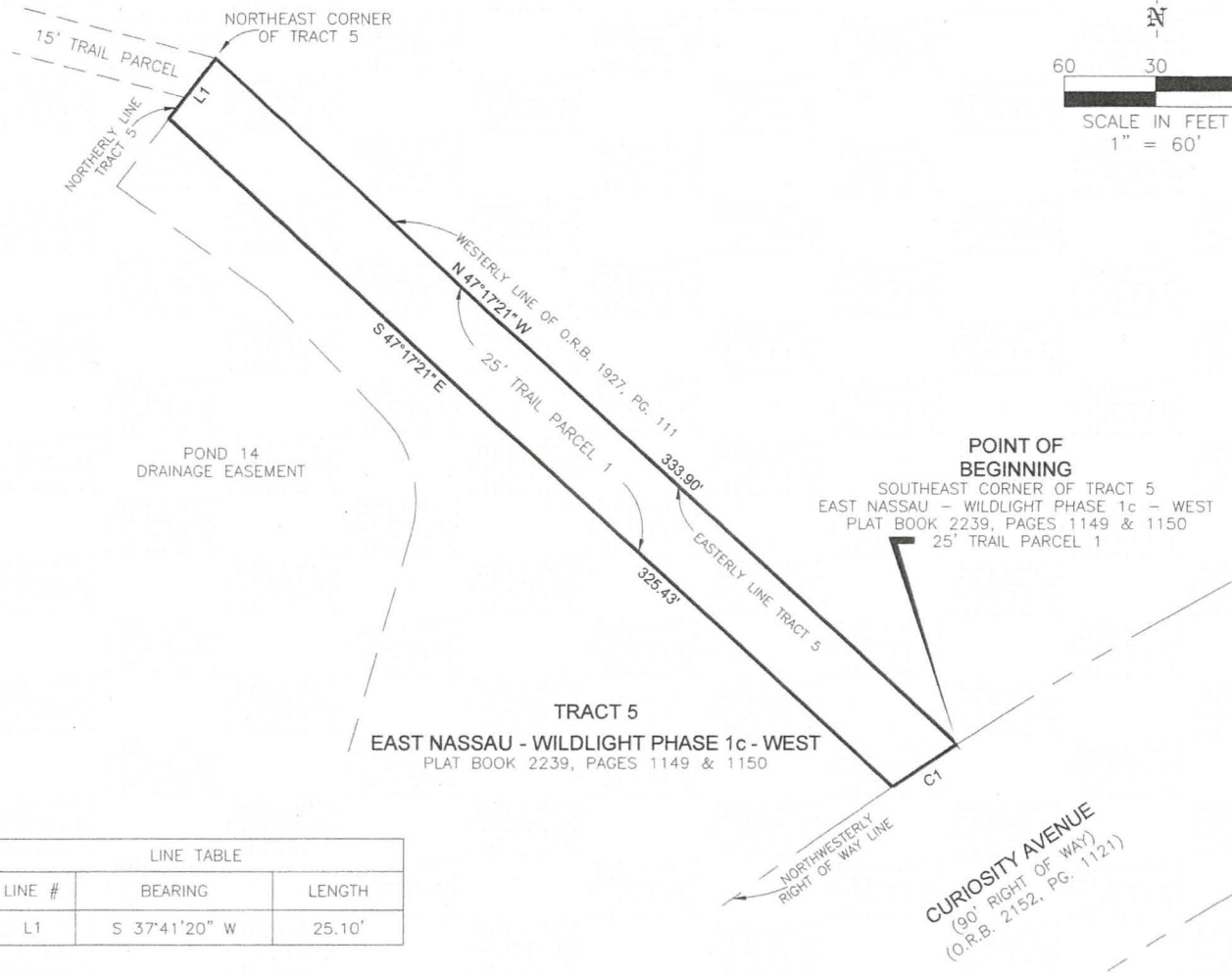
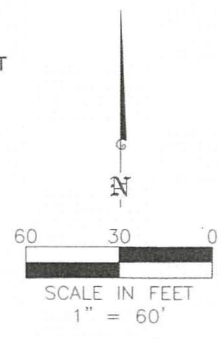
SEE SHEET 5 FOR GENERAL NOTES AND DESCRIPTION
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 5

<p style="text-align: center;">LD BRADLEY LAND SURVEYORS OLD WORLD KNOWLEDGE... NEW AGE TECHNOLOGY</p>	<p>SHEET 5 OF 5</p>	<p>L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063 PHONE (904) 786-6400 FAX (904) 786-1479 LICENSED BUSINESS No. 6888</p>
W.O. NO.: 19-310-A2-2	DATE: 08/23/2021	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 19310 15' TRAIL PARCEL 2 REVISED.DWG	FB N/A PG

MAP SHOWING SKETCH & DESCRIPTION

OF
BEING A PORTION OF TRACT 5
AS SHOWN ON PLAT OF EAST NASSAU - WILDLIGHT PHASE 1c-WEST
AS RECORDED IN PLAT BOOK 2239, PAGES 1149 AND 1150
OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA

SCHOOL SITE
(O.R.B. 1927, PG. 111)



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 37°41'20" W	25.10'

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	0°57'14"	1548.00'	25.78'	12.89'	N 56°47'51" E	25.78'

ACREAGE TABLE	
25' TRAIL PARCEL 1	0.19 ACRES±

CERTIFIED TO:
Wildlight LLC

Richard J. Jenkins
RICHARD J. JENKINS, DATED: 01/30/2020
FLORIDA REGISTERED LAND SURVEYOR NO. 4421
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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

<p>LD BRADLEY LAND SURVEYORS OLD WORLD KNOWLEDGE... NEW AGE TECHNOLOGY</p>	SHEET 1 OF 2	<p>L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063 PHONE (904) 786-6400 FAX (904) 786-1479 LICENSED BUSINESS No. 6888</p>
	<p>W.O. NO.: 19-310-A3 DATE: 08/23/2021</p>	
<p>CHECKED BY: RJJ</p>	<p>CAD FILE: 19310 25' TRAIL PARCEL 1 REVISED.DWG</p>	<p>FB N/A PG</p>

MAP SHOWING SKETCH & DESCRIPTION

OF

BEING A PORTION OF TRACT 5
AS SHOWN ON PLAT OF EAST NASSAU - WILDLIGHT PHASE 1c-WEST
AS RECORDED IN PLAT BOOK 2239, PAGES 1149 AND 1150
OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA

25 foot Trail Parcel 1:

A Part of Tract 5 as shown on plat of East Nassau – Wildlight Phase 1c–West as recorded in Plat Book 2239, Pages 1149 and 1150 of the Public Records of Nassau County, Florida:

Begin at the Southeast corner of Tract 5, as shown on the plat of East Nassau – Wildlight Phase 1c–West, recorded in Plat Book 2239, Pages 1149 and 1150 of the public records of Nassau County, Florida said point also being on the Northwesterly Right of Way line of Curiosity Avenue (90 foot Right of Way); thence on the Easterly line of said Tract 5 said line also being the Westerly line of those land described in Official Record Book 1927, page 111 of the public records of Nassau County, Florida, N 47°17'21" W, a distance of 333.90 feet to the Northeast corner of said Tract 5; thence departing said Easterly and on the Northerly line of said Tract 5, S 37°41'20" W, a distance of 25.10 feet; thence departing said Northerly line, S 47°17'21" E, a distance of 325.43 feet to a point on the aforesaid Northwesterly Right of Way line of Curiosity Avenue said point being on a curve, concave Southeast, having a radius of 1548.00 feet and a central angle of 0°57'14"; thence on said Northwesterly Right of Way line and on the arc of said curve a distance of 25.78 feet said arc being subtended by a chord which bears N 56°47'51" E, a distance of 25.78 feet to the Point of Beginning.

CERTIFIED TO:

Wildlight LLC

ACREAGE TABLE	
25' TRAIL PARCEL 1	0.19 ACRES±

SURVEYORS NOTES:

- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) DISTANCES AND COMPUTED ACREAGE REFER TO GROUND UNITS AND ARE MEASURED IN FEET.
- 3.) BEARINGS SHOWN HEREON REFER TO FLORIDA STATE PLANE, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE BASED ON CONTROL POINTS PID DE5905, DESIGNATION NASSAU 20 AND PID DE5904, DESIGNATION NASSAU 19, BEARING BASE BEING THE EASTERLY LINE OF TRACT 5, SAID LINE HAVING A GRID BEARING OF N 47°17'21" W.
- 4.) SOURCES OF INFORMATION:
* BOUNDARY SURVEY BY THIS FIRM, W.O. NO.: 17-183, DATED 02/12/2018

REVISED 8/23/2021: REPLACED ALL "TRAIL EASEMENT" WITH "TRAIL PARCEL"

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

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

SHEET 2 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.: 19-310-A3	DATE: 08/23/2021	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 19310 25' TRAIL PARCEL 1 REVISED.DWG	FB N/A PG

**EAST NASSAU
STEWARDSHIP DISTRICT**

11

**EAST NASSAU STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2021**

**EAST NASSAU STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2021**

	General Fund	Special Revenue Fund	Debt Service Fund 2018	Debt Service Fund 2021	Capital Projects Fund 2018	Capital Projects Fund 2021	Total Governmental Funds
ASSETS							
Cash	\$ 604,897	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 604,897
SunTrust debit	975	-	-	-	-	-	975
Investments							
Revenue	-	-	90,758	-	-	-	90,758
Reserve	-	-	177,797	339,253	-	-	517,050
Capitalize interest	-	-	-	217,268	-	-	217,268
Prepayment	-	-	4,693	-	-	-	4,693
Construction	-	-	-	-	2	11,270,423	11,270,425
Cost of issuance	-	-	-	71,140	-	-	71,140
Undeposited funds	18,976	-	-	-	-	-	18,976
Due from Developer	-	15,873	-	-	-	-	15,873
Due from Wildlight LLC	6,260	-	-	-	-	-	6,260
Due from Rayonier Operating LLC	23	-	-	-	-	-	23
Due from Rayonier Forest LP	66,136	-	-	-	-	-	66,136
Due from Raydient LLC	80,655	-	-	-	-	-	80,655
Due from general fund	-	489,557	42,851	-	-	-	532,408
Utility deposits	-	50	-	-	-	-	50
Total assets	<u>\$ 777,922</u>	<u>\$ 505,480</u>	<u>\$316,099</u>	<u>\$627,661</u>	<u>\$ 2</u>	<u>\$11,270,423</u>	<u>\$13,497,587</u>
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable	\$ 1,838	\$ 41,586	\$ -	\$ -	\$ -	\$ -	\$ 43,424
Due to special revenue fund	489,557	-	-	-	-	-	489,557
Due to debt service fund	42,851	-	-	-	-	-	42,851
Due to other	275	-	-	-	-	-	275
Landowner advance	6,500	-	-	-	-	-	6,500
Total liabilities	<u>541,021</u>	<u>41,586</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>582,607</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	153,074	-	-	-	-	-	153,074
Total deferred inflows of resources	<u>153,074</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>153,074</u>
Fund balances:							
Restricted for:							
Debt service	-	-	316,099	627,661	-	-	943,760
Capital projects	-	-	-	-	2	11,270,423	11,270,425
Unassigned	83,827	463,894	-	-	-	-	547,721
Total fund balances	<u>83,827</u>	<u>463,894</u>	<u>316,099</u>	<u>627,661</u>	<u>2</u>	<u>11,270,423</u>	<u>12,761,906</u>
Total liabilities and fund balances	<u>\$ 777,922</u>	<u>\$ 505,480</u>	<u>\$316,099</u>	<u>\$627,661</u>	<u>\$ 2</u>	<u>\$11,270,423</u>	<u>\$13,497,587</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 4,661	\$ 4,263	109%
Assessment levy: off-roll	-	153,073	153,260	100%
Landowner contribution	301	25,070	90,000	28%
Interest and miscellaneous	-	226	-	N/A
Total revenues	<u>301</u>	<u>183,030</u>	<u>247,523</u>	74%
EXPENDITURES				
Professional & administrative				
District engineer	720	5,998	20,000	30%
General counsel	-	31,320	50,000	63%
Legal: litigation	-	25,070	90,000	28%
Legal: Wildlight Phase 1	-	6,419	-	N/A
District manager	4,000	40,000	48,000	83%
Debt service fund accounting: master bonds	625	6,250	7,500	83%
Arbitrage rebate calculation	-	-	750	0%
Audit	-	3,250	4,100	79%
Postage	9	315	1,000	32%
Printing and binding	83	833	1,000	83%
Insurance - GL, POL	-	11,527	12,000	96%
Legal advertising	564	10,471	6,000	175%
Miscellaneous- bank charges	25	965	950	102%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Dissemination agent	83	833	1,000	83%
Annual district filing fee	-	175	175	100%
Trustee (related to master bonds)	-	3,709	4,000	93%
Total professional & administrative	<u>6,109</u>	<u>148,050</u>	<u>247,390</u>	60%
Other fees & charges				
Property appraiser and tax collector	-	115	133	86%
Total other fees & charges	<u>-</u>	<u>115</u>	<u>133</u>	86%
Total expenditures	<u>6,109</u>	<u>148,165</u>	<u>247,523</u>	60%
Excess/(deficiency) of revenues over/(under) expenditures	(5,808)	34,865	-	
Fund balances - beginning	89,635	48,962	-	
Fund balances - ending	<u>\$ 83,827</u>	<u>\$ 83,827</u>	<u>\$ -</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND
FOR THE PERIOD ENDED JULY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 230,654	\$ 204,310	113%
Assessment levy: off-roll	-	116,004	139,772	83%
Interest and miscellaneous	-	5,291	-	N/A
Total revenues	<u>-</u>	<u>351,949</u>	<u>344,082</u>	102%
EXPENDITURES				
Field operations				
Field operations	-	18,385	25,698	72%
Administration and accounting	375	3,750	4,500	83%
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	19,397	102,227	212,446	48%
Lake maintenance	738	6,234	16,136	39%
Pest control	-	-	1,000	0%
Street cleaning	-	-	12,000	0%
Street light lease	1,210	16,947	45,240	37%
Repairs & maintenance	-	638	13,676	5%
Electricity	24	167	2,808	6%
Vehicle charging station	600	4,947	-	N/A
Irrigation (potable)	314	8,007	64,334	12%
Landscape replacement	1,120	1,445	21,245	7%
Parts & supplies	-	267	3,000	9%
Contingency	-	-	250	0%
Insurance	-	-	5,000	0%
Total expenditures	<u>23,778</u>	<u>163,014</u>	<u>437,333</u>	37%
Other fees & charges				
Property appraiser and tax collector	-	5,639	6,384	88%
Total other fees & charges	<u>-</u>	<u>5,639</u>	<u>6,384</u>	88%
Total expenditures	<u>23,778</u>	<u>168,653</u>	<u>443,717</u>	38%
Excess/(deficiency) of revenues over/(under) expenditures	(23,778)	183,296	(99,635)	
Fund balances - beginning	487,672	280,598	200,972	
Fund balances - ending	<u>\$ 463,894</u>	<u>\$ 463,894</u>	<u>\$ 101,337</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED JULY 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll - net	\$ -	\$ 235,503	\$ 233,969	101%
Special assessment: off-roll	-	80,559	129,453	62%
Assessment prepayments	18,920	95,974	-	N/A
Interest	1	15	-	N/A
Total revenues	<u>18,921</u>	<u>412,051</u>	<u>363,422</u>	113%
EXPENDITURES				
Debt service				
Principal	-	85,000	85,000	100%
Principal prepayment	-	50,000	-	N/A
Interest	-	271,515	271,703	100%
Total debt service	<u>-</u>	<u>406,515</u>	<u>356,703</u>	114%
Other fees & charges				
Property appraiser	-	1,183	2,437	49%
Tax collector	-	4,709	4,874	97%
Total other fees and charges	<u>-</u>	<u>5,892</u>	<u>7,311</u>	81%
Total expenditures	<u>-</u>	<u>412,407</u>	<u>364,014</u>	113%
Excess/(deficiency) of revenues over/(under) expenditures	18,921	(356)	(592)	
Fund balances - beginning	<u>297,178</u>	<u>316,455</u>	<u>315,624</u>	
Fund balances - ending	<u><u>\$ 316,099</u></u>	<u><u>\$ 316,099</u></u>	<u><u>\$ 315,032</u></u>	

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

	Current Month	Year To Date
REVENUES		
Interest	\$ 3	\$ 6
Total revenues	3	6
EXPENDITURES		
Debt service		
Cost of issuance	-	158,364
Underwriter's discount	-	243,400
Total debt service	-	401,764
OTHER FINANCING SOURCES/(USES)		
Net premium	-	129,727
Bond proceeds	-	899,692
Total other financing sources/(uses)	-	1,029,419
Excess/(deficiency) of revenues over/(under) expenditures	3	627,661
Fund balances - beginning	627,658	-
Fund balances - ending	\$ 627,661	\$ 627,661

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED JULY 31, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ -	\$ 17
Total revenues	-	17
EXPENDITURES		
Construction costs	-	996,554
Total expenditures	-	996,554
Excess/(deficiency) of revenues over/(under) expenditures	-	(996,537)
Fund balances - beginning	2	996,539
Fund balances - ending	\$ 2	\$ 2

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

	Current Month	Year To Date
REVENUES		
Interest	\$ 56	\$ 115
Total revenues	56	115
EXPENDITURES	-	-
Total expenditures	-	-
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	11,270,308
Total other financing sources/(uses)	-	11,270,308
Net change in fund balances	56	11,270,423
Fund balances - beginning	11,270,367	-
Fund balances - ending	\$ 11,270,423	\$ 11,270,423

**EAST NASSAU
STEWARDSHIP DISTRICT**

12

DRAFT

**MINUTES OF MEETING
EAST NASSAU STEWARDSHIP DISTRICT**

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The Governing Board of the East Nassau Stewardship District held a Public Hearing and Regular Meeting on August 19, 2021 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

Present were:

- | | |
|-------------|---------------------|
| Mike Hahaj | Chair |
| Dan Roach | Vice Chair |
| Rob Fancher | Assistant Secretary |
| Max Hord | Assistant Secretary |

Also present were:

- | | |
|----------------------------------|------------------------------------|
| Craig Wrathell | District Manager |
| Kristen Suit | Wrathell, Hunt and Associates, LLC |
| Jonathan Johnson (via telephone) | District Counsel |
| Michelle Rigoni | Hopping Green & Sams (HGS) |
| Zach Brecht (via telephone) | District Engineer |
| Amy Norsworthy (via telephone) | Field Operations Manager |

FIRST ORDER OF BUSINESS

Call to Order

Mr. Wrathell called the meeting to order at 10:00 a.m.

SECOND ORDER OF BUSINESS

Roll Call

Supervisors Hahaj, Fancher, Roach and Hord were present, in person. Supervisor Price was not present.

THIRD ORDER OF BUSINESS

Chairman’s Opening Remarks

Mr. Hahaj thanked all present for attending today’s meeting and welcomed Ms. Rigoni, as it was her first meeting as District Counsel.

39 **FOURTH ORDER OF BUSINESS** **Public Comments (*limited to 3 minutes per***
40 ***person*)**

41
42 There were no public comments.

43
44 **FIFTH ORDER OF BUSINESS** **Acceptance of Resignation of Supervisor**
45 **Janet Price, Seat 4; Term Expires**
46 **November 2022**

47
48 This item was deferred.

49
50 **SIXTH ORDER OF BUSINESS** **Consider Appointment to Fill Unexpired**
51 **Term of Seat 4, Terms Expires November**
52 **2022**

53
54 **A. Administration of Oath of Office to Newly Appointed Supervisor (*the following to be***
55 ***provided in a separate package*)**

56 **I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and**
57 **Employees**

58 **II. Membership, Obligations and Responsibilities**

59 **III. Financial Disclosure Forms**

60 **a. Form 1: Statement of Financial Interests**

61 **b. Form 1X: Amendment to Form 1, Statement of Financial Interests**

62 **c. Form 1F: Final Statement of Financial Interests**

63 **IV. Form 8B – Memorandum of Voting Conflict**

64 **B. Consideration of Resolution 2021-12, Designating Certain Officers of the District, and**
65 **Providing for an Effective Date**

66 These items were deferred.

67
68 **SEVENTH ORDER OF BUSINESS** **Public Hearing on Adoption of Fiscal Year**
69 **2021/2022 Budget**

70
71 **A. Proof/Affidavit of Publication**

72 The affidavit of publication was included for informational purposes.

73 **B. Consideration of Resolution 2021-13, Relating to the Annual Appropriations and**
74 **Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending**
75 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**
76 **Date**

77 Mr. Wrathell highlighted the following changes to the proposed Fiscal Year 2022 budget
78 since the last meeting:

79 ➤ Page 1, "Legal: litigation" line item: Reduced from \$90,000 to \$40,000

80 The landowner contribution would be offset on the revenue side and this would not
81 affect the assessment from the property owner.

82 ➤ "Debt service fund accounting: series 2018", "Debt service fund accounting: series
83 2021", "Arbitrage rebate calculation", "Dissemination agent", "Trustee (series 2018 bonds)"
84 and "Trustee (series 2021 bonds)" line items were moved from the General Fund, on Page 1, to
85 the Special Revenue Fund, on Page 3.

86 ➤ The General Fund budget was reduced from \$247,390 to \$179,090.

87 ➤ The Special Revenue Fund "Net increase/(decrease) of fund balance" reflected a net
88 decrease from (\$99,635) to (\$49,292).

89 ➤ Page 4, "Lake maintenance": Verbiage updated to include 18 ponds

90 ➤ Page 4, "Street light lease": Updated to show cost of \$390 per street light.

91 Mr. Wrathell stated that there is a slight decrease in assessments for Fiscal Year 2022
92 compared to Fiscal Year 2021. Mr. Hahaj noted that a few transactions occurred in advance of
93 the tax rolls being set. Mr. Wrathell would have Mr. Szymonowicz check if there were any new
94 plotted lots on the tax roll for the Wildlight Village Phase 1 - Series 2021 Bonds. Mr. Wrathell
95 reviewed the remainder of the proposed Fiscal Year 2022 budget and noted that, on Page 12,
96 under the On-Roll and Off-roll Assessment tables, there were no debt assessments for the
97 "Commercial" and "Wellness Center/Private School" components.

98

99 **On MOTION by Mr. Roach and seconded by Mr. Hord, with all in favor, the**
100 **Public Hearing was opened.**

101

102

103 No members of the public spoke.

104

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

107

108

109 Mr. Wrathell presented Resolution 2021-13.

110

On MOTION by Mr. Hahaj and seconded by Mr. Roach, with all in favor, Resolution 2021-13, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

116

117

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2021-14, Making a Determination and Imposing Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and Enforcement of Special Assessments; Including but not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

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129 Mr. Wrathell stated this is related to the District’s intent to impose special assessments.

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

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135 No members of the public spoke.

136

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

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141 Mr. Wrathell presented Resolution 2021-14 and read the title.

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On MOTION by Mr. Hahaj and seconded by Mr. Fancher, with all in favor, Resolution 2021-14, Making a Determination and Imposing Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and Enforcement of Special Assessments; Including but not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

Consideration of Contract Assignment Documents for North/South Collector Road Mass Grading and Curiosity Avenue Phase 3 & SR 200 Improvement Projects

Ms. Rigoni stated the District will be receiving the assignments from the Developer for A.J. Johns and Burnham Construction Co., in amounts that will be requisitioned out of the bond proceeds. She recommended approval for both assignments, in substantial form. The Curiosity Avenue, Phase 3 Assignment is to be constructed in a not-to-exceed (NTE) amount of \$1,302,152.53 and the SR 200 Improvements are to be constructed in a NTE amount of \$1,341,409.53. Asked about the amount for the North/South Collector Road Mass Grading, Ms. Rigoni stated Staff was still working on the NTE numbers, which would be subject to the District Engineers’ review of the project.

A. Assignment of Construction Agreement & Acquisition of Completed Improvements (Curiosity Avenue Phase 3 & SR 200 Improvements) – A.J. Johns, Inc.

Mr. Wrathell presented the Assignment of Construction Agreement & Acquisition of Completed Improvements for the Curiosity Avenue Phase 3 and SR 200 Improvements related to the Contractor A.J. Johns, Inc.

On MOTION by Mr. Roach and seconded by Mr. Hord, with all in favor, the Assignment of Construction Agreement & Acquisition of Completed Improvements for the Curiosity Avenue Phase 3 & SR 200 Improvements, related to the Contractor A.J. Johns, Inc., in substantial form, in a not-to-exceed amount of \$1,302,152.53, was approved.

177 **B. Assignment of Construction Agreement & Acquisition of Completed Improvements**
178 **(North/South Collector Road Mass Grading) – Burnham Construction, Inc.**

179 Mr. Wrathell presented the Assignment of Construction Agreement & Acquisition of
180 Completed Improvements for the North/South Collector Road Mass Grading related to the
181 Contractor Burnham Construction, Inc.

182

On MOTION by Mr. Hahaj and seconded by Mr. Roach, the Assignment of Construction Agreement & Acquisition of Completed Improvements for the North/South Collector Road Mass Grading related to the Contractor Burnham Construction, Inc., in substantial form, in the not-to-exceed total contract value, subject to the District Engineer’s review, was approved.

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190 **TENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial Statements as of June 30, 2021

191

192

193 Mr. Wrathell presented the Unaudited Financial Statements as of June 30, 2021. Asked
194 if the Series 2018 Capital Project was completed so that the account could be closed out, Mr.
195 Brecht stated he would double check and forward an emailed response to Mr. Wrathell.

196

On MOTION by Mr. Roach and seconded by Mr. Hord, with all in favor, the Unaudited Financial Statements as of June 30, 2021, were accepted.

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201 **ELEVENTH ORDER OF BUSINESS**

Approval of June 17, 2021 Regular Meeting Minutes

202

203

204 Mr. Wrathell presented the June 17, 2021 Regular Meeting Minutes. The following
205 change was made:

206

Line 83: Delete the additional “Mr.”

207

On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, the June 17, 2021 Regular Meeting Minutes, as amended, were approved.

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213 TWELFTH ORDER OF BUSINESS Staff Reports

214

215 A. District Counsel: *Hopping Green & Sams, P.A.*

216 There was nothing further to report.

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

218 There was no report.

219 C. Field Operations: *CCMC*

220 • Operations Report

221 The Operations Report was included for informational purposes.

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

223 Mr. Wrathell stated he updated Ms. Rigoni with regard to the trails that originally came
224 to the District and might be returned to the Developer.

225 Ms. Rigoni stated Mr. Johnson previously reviewed the deed and the only item
226 outstanding was the calculation of the reimbursement. Mr. Wrathell noted that no bond
227 proceeds were used to fund the construction of the trails.

228 Discussion ensued regarding the exact location of the trails in question.

229

230 **On MOTION by Mr. Hord and seconded by Mr. Hahaj, with all in favor,**
231 **authorizing the transfer of the Trails #5, #6 and #7 back to the Developer,**
232 **subject to further review and clarification, and authorizing Staff and the Chair**
233 **to take any actions necessary to effectuate the transfer, was approved.**

234

235

236 • NEXT MEETING DATE: September 16, 2021 at 10:00 A.M.

237 ○ QUORUM CHECK

238 The next meeting will be held on September 16, 2021, unless cancelled.

239

240 THIRTEENTH ORDER OF BUSINESS Board Members' Comments/Requests

241

242 There were no Board Members' comments or requests.

243

244 FOURTEENTH ORDER OF BUSINESS Public Comments

245

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Secretary/Assistant Secretary

Chair/Vice Chair

**EAST NASSAU
STEWARDSHIP DISTRICT**

13D

EAST NASSAU STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2021	Regular Meeting	10:00 AM
November 18, 2021	Regular Meeting	10:00 AM
December 16, 2021	Regular Meeting	10:00 AM
January 20, 2022	Regular Meeting	10:00 AM
February 17, 2022	Regular Meeting	10:00 AM
March 17, 2022	Regular Meeting	10:00 AM
April 21, 2022	Regular Meeting	10:00 AM
May 19, 2022	Regular Meeting	10:00 AM
June 16, 2022	Regular Meeting	10:00 AM
July 21, 2022	Regular Meeting	10:00 AM
August 18, 2022	Public Hearing & Regular Meeting	10:00 AM
September 15, 2022	Regular Meeting	10:00 AM