

**EAST NASSAU
STEWARDSHIP
DISTRICT**

November 16, 2023

**GOVERNING BOARD
REGULAR MEETING AND
AUDITOR SELECTION
COMMITTEE MEETING
AGENDA**

**EAST NASSAU
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

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

November 9, 2023

Board of Supervisors
East Nassau Stewardship District

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

Dear Board Members:

The Board of Supervisors of the East Nassau Stewardship District will hold a Regular Meeting and Auditor Selection Committee Meeting on November 16, 2023 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Chairman's Opening Remarks
4. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of September 30, 2023
 - B. Approval of October 19, 2023 Regular Meeting and Audit Selection Committee Meeting Minutes
 - C. Ratification Items
 - I. ETM, Inc. Work Authorization No. 5 [2023/2024 General Consulting Engineering Services]
5. Public Comments *(limited to 3 minutes per person)*
6. Consideration of Amended and Restated Capital Improvement Plan for Detailed Specific Area Plan #2, *dated November 16, 2023*
7. Consideration of Amended and Restated Master Validation Report for Detailed Specific Area Plan #2, *dated November 16, 2023*
8. Consideration of Resolution 2024-06, Authorizing the Issuance of Not to exceed \$6,886,076,000 Aggregate Principal Amount of East Nassau Stewardship District Special Assessment Revenue Bonds, in One or More Series to Pay All or a Portion of the Costs of

- the Planning, Financing, Construction and/or Acquisition of Public Infrastructure Improvements Including, But Not Limited to Roadways, Stormwater Management Systems, Recreation, Decorative Walls, Fences, Water, Sewer, and Reclaim Facilities, and Other Improvements Permitted by Chapter 2017-206, Laws of Florida and Associated Professional Fees and Incidental Costs Related Thereto Pursuant to Chapter 2017-206, Laws of Florida, as Amended; Appointing a Trustee; Approving the Form of and Authorizing the Execution and Delivery of a Master Trust Indenture; Providing that Such Bonds Shall Not Constitute a Debt, Liability or Obligation Of East Nassau Stewardship District, Nassau County, Florida, or the State of Florida or of Any Political Subdivision Thereof, But Shall Be Payable From Special Assessments Assessed and Levied on the Property Within The District Benefited By The Improvements And Subject to Assessment; Providing for the Judicial Validation of Such Bonds; Repealing Resolution No. 2024-03 Adopted October 19, 2023; and Providing for Other Related Matters
9. Consideration of Acquisition of Wildlight PDP 3 / Pod 4 North Landscape, Pond, Mobility Trail and Recreation Tracts and Related Improvements and Authorization for Staff and Chairperson to Prepare and Finalize Acquisition Documents
 - A. Map of Tracts and Improvements Location
 - B. Description of Improvements and Parcel Information
 10. Consideration of Acquisition of Trails Tract and Improvements from Fellowship and Wildlight and Acquisition of Trails Improvements from Wildlight
 11. Consideration of Advance Acquisition Agreement Regarding Commerce Park
 12. Consideration of Amended and Restated Cost Share Agreement for the Use of Bulk Reclaimed Water
 13. Consideration of License Agreement to Nassau County Regarding Bicentennial Event
 14. Consideration of Proposal for Environment Consultant Services for Conservation Habitat Network Monitoring and Maintenance
 15. Discussion Regarding Updates to the Conservation Habitat Network, Conservation Land Acquisition and Acceptance of Permit Responsibilities, and Authorizing Staff to Proceed to Preparing Related Documents
 16. Consideration of Florida Waterways Inc., Quote to Add Additional Pond to Routine Monthly Service
 17. Consideration of Landscape Maintenance Proposals

18. Consideration of Request for Run Wild 2024 5K/10K Event from Road Runners Club of America and Authorization to Staff to Coordinate Same
19. Consideration of MBS Capital Markets, LLC Supplement to Investment Banking Agreement
20. Recess Regular Meeting/Commencement of Auditor Selection Committee Meeting
 - A. Review of Audit Proposals Received in Response to RFP for Annual Audit Services
 - I. Affidavit of Publication
 - II. RFP Package
 - III. Respondents
 - a. Berger, Toombs, Elam, Gaines & Frank
 - b. Grau & Associates
 - B. Auditor Evaluation Matrix/Ranking
21. Termination of Auditor Selection Committee Meeting/Reconvene Regular Meeting
22. Consideration of Recommendation of Auditor Selection Committee and Ranking of Proposals from Auditors
23. Development Update/Staff Reports
 - A. Developer
 - B. District Counsel: *Kutak Rock LLP*
 - C. District Engineer: *England-Thims & Miller, Inc.*
 - D. Field Operations: *CCMC*
 - E. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: December 21, 2023 at 10:00 AM

○ QUORUM CHECK

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

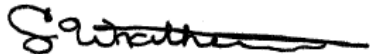
24. Board Members' Comments/Requests

25. Public Comments

26. Adjournment

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

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

**EAST NASSAU
STEWARDSHIP DISTRICT**

**CONSENT
AGENDA**

**EAST NASSAU
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**EAST NASSAU STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2023**

**EAST NASSAU STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	General Fund	Special Revenue Fund DSAP #1	Special Revenue Fund DSAP #2	Special Revenue Fund Commerce Park	Debt Service Fund 2018	Debt Service Fund 2021	Capital Projects Fund 2021	Total Governmental Funds
ASSETS								
Cash	\$ 970,153	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 970,153
SunTrust debit	442	-	-	-	-	-	-	442
Investments								
Revenue	-	-	-	-	153,909	461,938	-	615,847
Reserve	-	-	-	-	161,438	337,200	-	498,638
Prepayment	-	-	-	-	28,576	2,015	-	30,591
Construction	-	-	-	-	-	-	22,256	22,256
Construction reserve: Wildlight Ave*	-	-	-	-	-	-	635,734	635,734
Sinking	-	-	-	-	-	94	-	94
Due from Developer	-	-	-	-	-	-	251,676	251,676
Due from FPL 2022	-	1,813	-	-	-	-	-	1,813
Due from Wildlight LLC	-	110,753	-	20,666	-	78,762	-	210,181
Due from Wildlight Residential	4,257	-	-	-	-	-	-	4,257
Due from Wildlight Commercial	4,257	-	-	-	-	-	-	4,257
Due from general fund	-	908,822	-	41,333	-	-	-	950,155
Prepaid expense	20,288	1,000	-	-	-	-	-	21,288
Security deposit	-	3,000	-	-	-	-	-	3,000
Utility deposits	-	50	-	-	-	-	-	50
Buildout deposits	-	42,088	-	-	-	-	-	42,088
Total assets	<u>\$ 999,397</u>	<u>\$ 1,067,526</u>	<u>\$ -</u>	<u>\$ 61,999</u>	<u>\$ 343,923</u>	<u>\$ 880,009</u>	<u>\$ 909,666</u>	<u>\$ 4,262,520</u>
LIABILITIES AND FUND BALANCES								
Liabilities:								
Accounts payable	\$ 9,656	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,656
Accounts payable on-site	389	23,302	-	-	-	-	-	23,691
Contracts payable	-	-	-	-	-	-	255,347	255,347
Retainage payable	-	-	-	-	-	-	802,399	802,399
Due to special revenue fund - DSAP #1	908,822	-	-	-	-	-	-	908,822
Due to special revenue fund - Commerce Park	41,333	-	-	-	-	-	-	41,333
Due to other	258	-	-	-	-	-	-	258
Landowner advance	6,500	-	-	-	-	-	-	6,500
Total liabilities	<u>966,958</u>	<u>23,302</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,057,746</u>	<u>2,048,006</u>
DEFERRED INFLOWS OF RESOURCES								
Deferred receipts	8,514	112,566	-	20,666	-	78,762	242,309	462,817
Total deferred inflows of resources	<u>8,514</u>	<u>112,566</u>	<u>-</u>	<u>20,666</u>	<u>-</u>	<u>78,762</u>	<u>242,309</u>	<u>462,817</u>
Fund balances:								
Restricted for:								
Debt service	-	-	-	-	343,923	801,247	-	1,145,170
Capital projects	-	-	-	-	-	-	(390,389)	(390,389)
Unassigned	23,925	931,658	-	41,333	-	-	-	996,916
Total fund balances	<u>23,925</u>	<u>931,658</u>	<u>-</u>	<u>41,333</u>	<u>343,923</u>	<u>801,247</u>	<u>(390,389)</u>	<u>1,751,697</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 999,397</u>	<u>\$ 1,067,526</u>	<u>\$ -</u>	<u>\$ 61,999</u>	<u>\$ 343,923</u>	<u>\$ 880,009</u>	<u>\$ 909,666</u>	<u>\$ 4,262,520</u>

*Construction Reserve for Wildlight Ave obligations

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 10,179	\$ 10,121	101%
Assessment levy: off-roll	-	162,615	166,978	97%
Landowner contribution	-	11,479	40,000	29%
Lot closing	-	4,363	-	N/A
Lease reimbursements	-	-	14,108	0%
Total revenues	<u>-</u>	<u>188,636</u>	<u>231,207</u>	82%
EXPENDITURES				
Professional & administrative				
District engineer	4,002	12,303	12,000	103%
General counsel	9,518	40,916	50,000	82%
Legal: litigation	-	11,479	40,000	29%
District manager	4,000	48,000	48,000	100%
Audit	-	3,350	7,000	48%
Postage	15	387	500	77%
Printing and binding	83	1,000	1,000	100%
Insurance - GL, POL	-	12,825	14,000	92%
Legal advertising	-	5,795	6,500	89%
Miscellaneous - bank charges	863	1,937	1,000	194%
Office lease: 274 Daydream	-	8,523	10,537	81%
Office lease	3,475	18,008	17,813	101%
Office utilities	792	3,275	3,350	98%
Office supplies	-	-	2,563	0%
Office buildout	-	52,931	-	N/A
Meeting room	-	-	500	0%
Website				
Hosting & maintenance	705	1,458	705	207%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Property taxes	-	-	900	0%
Total professional & administrative	<u>23,453</u>	<u>222,572</u>	<u>216,753</u>	103%
Other fees & charges				
Property appraiser and tax collector	-	235	316	74%
Total other fees & charges	<u>-</u>	<u>235</u>	<u>316</u>	74%
Total expenditures	<u>23,453</u>	<u>222,807</u>	<u>217,069</u>	103%
Excess/(deficiency) of revenues over/(under) expenditures	(23,453)	(34,171)	14,138	
Fund balances - beginning	47,378	58,096	53,777	
Fund balances - ending				
Assigned:				
3 months working capital	64,767	64,767	64,767	
Unassigned	(40,842)	(40,842)	3,148	
Fund balances - ending	<u>\$ 23,925</u>	<u>\$ 23,925</u>	<u>\$ 67,915</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #1: WILDLIGHT
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 432,024	\$ 428,936	101%
Assessment levy: off-roll	-	279,506	324,446	86%
Lot closing	-	44,940	-	N/A
Interest and miscellaneous	-	60,000	-	N/A
Vehicle charging revenue	-	1,151	-	N/A
Total revenues	<u>-</u>	<u>817,621</u>	<u>753,382</u>	109%
EXPENDITURES				
Field operations				
Field operations	10,717	79,483	85,456	93%
Administration and accounting	625	7,500	7,500	100%
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	8,079	171,517	380,588	45%
Landscape supplies	63,825	63,825	-	N/A
Lake maintenance	1,950	10,725	19,455	55%
Pest control	-	-	1,000	0%
Street cleaning	400	1,198	12,000	10%
Street light lease	10,673	53,342	95,843	56%
Repairs & maintenance	-	2,699	13,676	20%
Electricity	164	6,530	984	664%
Irrigation (potable)	14,271	21,812	41,169	53%
Landscape replacement	-	2,680	38,059	7%
Parts & supplies	-	634	3,000	21%
Contingency	-	-	250	0%
Insurance	-	-	5,000	0%
Debt service fund accounting: series 2018	625	7,500	7,500	100%
Debt service fund accounting: series 2021	625	7,500	7,500	100%
Arbitrage rebate calculation	-	-	1,000	0%
Dissemination agent	167	2,000	2,000	100%
Trustee (series 2018 bonds)	-	4,246	4,000	106%
Trustee (series 2021 bonds)	-	4,031	4,000	101%
Total field operations	<u>112,121</u>	<u>447,222</u>	<u>739,980</u>	60%
Other fees & charges				
Property appraiser and tax collector	-	10,599	13,404	79%
Total other fees & charges	<u>-</u>	<u>10,599</u>	<u>13,404</u>	79%
Total expenditures	<u>112,121</u>	<u>457,821</u>	<u>753,384</u>	61%
Excess/(deficiency) of revenues over/(under) expenditures	(112,121)	359,800	(2)	
Fund balances - beginning	1,043,779	571,858	450,003	
Assigned:				
3 months working capital	192,096	192,096	192,096	
Disaster recovery	50,000	50,000	50,000	
Unassigned	689,562	689,562	207,905	
Fund balances - ending	<u>\$ 931,658</u>	<u>\$ 931,658</u>	<u>\$ 450,001</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #2
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ -	\$ 4,750	0%
Total revenues	<u>-</u>	<u>-</u>	<u>4,750</u>	0%
EXPENDITURES				
Field operations				
Administration and accounting	-	-	3,750	0%
Contingency	-	-	500	0%
Dissemination agent	-	-	500	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>4,750</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	-	-	-	
Fund balances - ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - COMMERCE PARK
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 25,572	\$ 41,333	62%
Lot closing	-	15,761	-	N/A
Total revenues	<u>-</u>	<u>41,333</u>	<u>41,333</u>	100%
EXPENDITURES				
Field operations				
Field operations	-	-	4,254	0%
Administration and accounting	-	-	500	0%
Wetland and conservation maintenance	-	-	2,500	0%
Landscape	-	-	18,506	0%
Lake maintenance	-	-	2,130	0%
Pest control	-	-	125	0%
Street cleaning	-	-	1,050	0%
Street light lease	-	-	4,290	0%
Repairs & maintenance	-	-	1,250	0%
Electricity	-	-	420	0%
Irrigation (potable)	-	-	2,765	0%
Landscape replacement	-	-	1,851	0%
Parts & supplies	-	-	375	0%
Contingency	-	-	63	0%
Insurance	-	-	1,250	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>41,329</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	-	41,333	4	
Fund balances - beginning	41,333	-	-	
Fund balances - ending	<u>\$ 41,333</u>	<u>\$ 41,333</u>	<u>\$ 4</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll - net	\$ -	\$ 341,130	\$ 346,101	99%
Assessment prepayments	19,459	88,849	-	N/A
Interest	1,326	14,568	-	N/A
Total revenues	<u>20,785</u>	<u>444,547</u>	<u>346,101</u>	128%
EXPENDITURES				
Debt service				
Principal	-	85,000	90,000	94%
Principal prepayment	-	205,000	-	N/A
Interest	-	244,869	249,056	98%
Total debt service	<u>-</u>	<u>534,869</u>	<u>339,056</u>	158%
Other fees & charges				
Property appraiser	-	3,440	3,605	95%
Tax collector	-	6,395	7,210	89%
Total other fees and charges	<u>-</u>	<u>9,835</u>	<u>10,815</u>	91%
Total expenditures	<u>-</u>	<u>544,704</u>	<u>349,871</u>	156%
Excess/(deficiency) of revenues over/(under) expenditures	20,785	(100,157)	(3,770)	
Fund balances - beginning	<u>323,138</u>	<u>444,080</u>	<u>328,526</u>	
Fund balances - ending	<u><u>\$ 343,923</u></u>	<u><u>\$ 343,923</u></u>	<u><u>\$ 324,756</u></u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll - net	\$ -	\$ 168,011	\$ 166,966	101%
Special assessment: off-roll	-	450,103	516,753	87%
Assessment prepayments	-	62,694	-	N/A
Lot closing	-	276,833	-	N/A
Interest	3,337	28,895	-	N/A
Total revenues	<u>3,337</u>	<u>986,536</u>	<u>683,719</u>	144%
EXPENDITURES				
Debt service				
Principal	-	255,000	255,000	100%
Principal prepayment	-	65,000	-	N/A
Interest	-	426,711	426,250	100%
Total debt service	<u>-</u>	<u>746,711</u>	<u>681,250</u>	110%
OTHER FINANCING SOURCES/(USES)				
Property appraiser	-	-	1,739	0%
Tax collector	-	3,152	3,478	91%
Total other financing sources/(uses)	<u>-</u>	<u>3,152</u>	<u>5,217</u>	60%
Total expenditures	<u>-</u>	<u>749,863</u>	<u>686,467</u>	109%
Excess/(deficiency) of revenues over/(under) expenditures	3,337	236,673	(2,748)	
Fund balances - beginning	797,910	564,574	563,464	
Fund balances - ending	<u>\$ 801,247</u>	<u>\$ 801,247</u>	<u>\$ 560,716</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ 9,367	\$ 2,128,173
Interest	2,657	54,888
Total revenues	12,024	2,183,061
EXPENDITURES		
Capital outlay	13,724	4,541,236
Total expenditures	13,724	4,541,236
Excess/(deficiency) of revenues over/(under) expenditures	(1,700)	(2,358,175)
Fund balances - beginning	(388,689)	1,967,786
Fund balances - ending	\$ (390,389)	\$ (390,389)

**EAST NASSAU
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
EAST NASSAU STEWARDSHIP DISTRICT**

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The Governing Board of the East Nassau Stewardship District held a Regular Meeting and Auditor Selection Committee Meeting on October 19, 2023 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

Present were:

Mike Hahaj	Chair
Tommy Jinks	Vice Chair
Max Hord	Assistant Secretary
Jaime Northrup (via telephone)	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Ernesto Torres	Wrathell, Hunt and Associates
Jonathan Johnson (via telephone)	District Counsel
Zach Brecht	District Engineer
Ashton Bligh	Bond Counsel
Sete Zare (via telephone)	Underwriter
Amy Norsworthy (via telephone)	Operations Manager
Todd Haskett	CCMC
Carol Brown	Landowner Representative

FIRST ORDER OF BUSINESS

Call to Order

Mr. Wrathell called the meeting to order at 10:11 a.m.

SECOND ORDER OF BUSINESS

Roll Call

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

THIRD ORDER OF BUSINESS

Chairman's Opening Remarks

Mr. Hahaj welcomed all those attending in person and via telephone and stated today's agenda is filled with District business and projects that are underway. He voiced his appreciation for everyone's hard work.

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FOURTH ORDER OF BUSINESS **Consent Agenda**

Mr. Wrathell presented the following:

- A. Acceptance of Unaudited Financial Statements as of August 31, 2023**
- B. Approval of August 17, 2023 Public Hearings and Regular Meeting Minutes**
- C. Ratification Items**
 - I. The Greenery of North Florida II, Inc. Landscape and Irrigation Maintenance Agreement**
 - II. Cost Share Agreement for Landscape and Irrigation Maintenance Services**
 - III. FPL LED Lighting Agreement (Commerce Park)**

On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, the Consent Agenda Items, as presented, were accepted, approved and ratified, respectively.

FIFTH ORDER OF BUSINESS **Public Comments (limited to 3 minutes per person)**

No members of the public spoke.

SIXTH ORDER OF BUSINESS **Presentation of Engineer’s Report for Wildlight Village Phase 3, dated October 19, 2023**

Mr. Wrathell stated Items 6, 7, 8 and 9 are related to Wildlight Village Phase 3. Once the Engineer’s and Methodology Reports have been adopted at a public hearing, the assessment lien will be put in place in preparation for the bond issuance process. The next Board meeting is scheduled for December 21, 2023 and the assessment hearings will be set for the same date.

In addition to Wildlight Village Phase 3, Items 10, 11 and 12 are related to Detailed Specific Area Plan #2 (DSAP2) and Items 13 and 14 are related to Preliminary Development Plan #4 (PDP4).

Mr. Brecht presented the Engineer’s Report for Wildlight Village Phase 3, dated October 19, 2023. He reviewed the pertinent data outlined in the Proposed Operation and Maintenance Responsibilities reflected in Table 1 on Page 4, the Proposed Improvement Costs for Wildlight

78 Village Phase 3 reflected in Table 2 on Page 5 and the Existing Master Infrastructure
79 Improvement Costs for Wildlight Village Phases 1 and 2 reflected in Table 3 on Page 6.

80 In response to a Board Member’s question, Mr. Brecht explained the total cost of
81 reimbursement and stated the master infrastructure to be financed exceed the previously
82 unfunded costs of DSAP 1 improvements and the required contribution is the contribution
83 made by the Landowner, which net out the improvements that were not covered before by the
84 Landowner contribution and are eligible to be reimbursed. Mr. Hahaj stated the growth of the
85 community through the DSAP that extends Wildlight Avenue utilizes the master infrastructure
86 installed on the front end and the District would not have expended those funds if it were not
87 for the future growth.

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89 **SEVENTH ORDER OF BUSINESS**

**Presentation of Master Special
Assessment Methodology Report for
Wildlight Village Phase 3, dated October
19, 2023**

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94 Mr. Wrathell stated that the Equivalent Residential Unit (ERU) numbers in the version of
95 the Master Special Assessment Methodology Report for Wildlight Village Phase 3 that is in
96 electronic agenda will be updated slightly; he will review that in the Report.

97 Mr. Wrathell presented the Master Special Assessment Methodology Report for
98 Wildlight Village Phase 3, dated October 19, 2023, and reviewed the pertinent data including
99 the Master Infrastructure Costs in Wildlight Village Phases 1 and 2, the Development Program,
100 the Financing Program, lienability tests, True-up mechanism, final assessment roll and the
101 Appendix Tables on Pages 15 through 20.

102 Mr. Hahaj summarized that Mr. Wrathell incorporated Mr. Brecht’s Engineer’s Report,
103 applied financing and grossed up the amount to reach a total max par amount of bonds for
104 Wildlight Village Phase 3. At some point in the future, a Supplemental Report will be produced
105 to size the project and pare it down to what will be marketed for a bond issuance. He pointed
106 out that the word “Reimbursement” is misspelled throughout the Report and asked about the
107 difference between ERUs and EAUs.

108 Mr. Wrathell stated the ERUs and EAUs are essentially the same thing, except that EAU
109 is the label with master infrastructure and EAUs correspond to neighborhood infrastructure, all
110 regarding benefits allocation. The Reports will be revised by the December meeting and he will

111 email an ERU comparison for each of the tables, the EAU's and assessments per product type in
112 comparison to Wildlight Village Phases 1 and 2.

113

114 **EIGHTH ORDER OF BUSINESS**

Consideration of Resolution 2024-01, Declaring Special Assessments as it Relates to Certain Lands Within the District Known as Wildlight Village Phase 3; Indicating the Location, Nature and Estimated Cost of Those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall Be Made; Providing When Such Special Assessments Shall be Paid; Designating Lands Upon Which the Special Assessments Shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution

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135 Mr. Wrathell presented Resolution 2024-01 and read the title.

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On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, Resolution 2024-01, Declaring Special Assessments as it Relates to Certain Lands Within the District Known as Wildlight Village Phase 3; Indicating the Location, Nature and Estimated Cost of Those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall Be Made; Providing When Such Special Assessments Shall be Paid; Designating Lands Upon Which the Special Assessments Shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution, was adopted.

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150 **NINTH ORDER OF BUSINESS**

Consideration of Resolution 2024-02, Setting a Public Hearing for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Lands Within the District Generally Described as Wildlight Village Phase 3 in Accordance

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with Chapters 170, 189, and 197, Florida Statutes

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Mr. Wrathell presented Resolution 2024-02 and read the title.

On MOTION by Mr. Jinks and seconded by Mr. Hord, with all in favor, Resolution 2024-02, Setting a Public Hearing for December 21, 2023 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034, for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Lands Within the District Generally Described as Wildlight Village Phase 3 in Accordance with Chapters 170, 189, and 197, Florida Statutes, as amended, was adopted.

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TENTH ORDER OF BUSINESS

Consideration of Capital Improvement Plan for Detailed Specific Area Plan #2, dated October 19, 2023

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Mr. Brecht presented the Capital Improvement Plan (CIP) for Detailed Specific Area Plan #2 (DSAP2), dated October 19, 2023. He reviewed the pertinent data, including the Proposed Operation and Maintenance (O&M) Responsibilities reflected in Table 1 on Page 4 and the Proposed Improvement Costs – DSAP2 reflected in Table 2 on Page 5.

178

On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, the Capital Improvement Plan for Detailed Specific Area Plan #2, dated October 19, 2023, in substantial form, was approved.

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ELEVENTH ORDER OF BUSINESS

Consideration of Master Validation Report for Detailed Specific Area Plan #2, dated October 19, 2023

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Mr. Wrathell presented the Master Validation Report for Detailed Specific Area Plan #2, dated October 19, 2023. He reviewed the pertinent data including the master Validation Amount Recommendation and the Appendix Tables on Page 5.

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On MOTION by Mr. Hord and seconded by Mr. Jinks, with all in favor, the Master Validation Report for Detailed Specific Area Plan #2, dated October 19, 2023, in substantial form, was approved.

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197 TWELFTH ORDER OF BUSINESS

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Consideration of Resolution 2024-03, Authorizing the Issuance of Not to Exceed \$10,067,790,000 Aggregate Principal Amount of East Nassau Stewardship District Special Assessment Revenue Bonds, in One or More Series to Pay All or a Portion of the Costs of the Planning, Financing, Construction and/or Acquisition of Public Infrastructure Improvements Including, but Not Limited to Roadways, Stormwater Management Systems, Recreation, Decorative Walls, Fences, Water, Sewer, and Reclaim Facilities, and Associated Professional Fees and Incidental Costs Related Thereto Pursuant to Chapter 2017-206, Laws of Florida, as Amended; Appointing a Trustee; Approving the Form of and Authorizing the Execution and Delivery of a Master Trust Indenture; Providing That Such Bonds Shall Not Constitute a Debt, Liability or Obligation of East Nassau Stewardship District, Nassau County, Florida, or the State of Florida or of Any Political Subdivision Thereof, but Shall Be Payable From Special Assessments Assessed and Levied on the Property Within the District Benefited by the Improvements and Subject to Assessment; Providing for the Judicial Validation of Such Bonds; and Providing for Other Related Matters

Ms. Bligh presented Resolution 2024-03 and noted the following:

- This is first step in the bond issuance process for the areas of development referred to as DSPA2.
- The bonds represent additional bonding capacity over and above the bonding capacity for DSAP1, which was \$600 million.
- This Resolution authorizes the issuance of an aggregate amount not exceeding \$10,067,790.

On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, Resolution 2024-03, Authorizing the Issuance of Not to Exceed \$10,067,790

240 Aggregate Principal Amount of East Nassau Stewardship District Special
 241 Assessment Revenue Bonds, in One or More Series to Pay All or a Portion of
 242 the Costs of the Planning, Financing, Construction and/or Acquisition of Public
 243 Infrastructure Improvements Including, but Not Limited to Roadways,
 244 Stormwater Management Systems, Recreation, Decorative Walls, Fences,
 245 Water, Sewer, and Reclaim Facilities, and Associated Professional Fees and
 246 Incidental Costs Related Thereto Pursuant to Chapter 2017-206, Laws of
 247 Florida, as Amended; Appointing a Trustee; Approving the Form of and
 248 Authorizing the Execution and Delivery of a Master Trust Indenture; Providing
 249 That Such Bonds Shall Not Constitute a Debt, Liability or Obligation of East
 250 Nassau Stewardship District, Nassau County, Florida, or the State of Florida or
 251 of Any Political Subdivision Thereof, but Shall Be Payable From Special
 252 Assessments Assessed and Levied on the Property Within the District Benefited
 253 by the Improvements and Subject to Assessment; Providing for the Judicial
 254 Validation of Such Bonds; and Providing for Other Related Matters, as
 255 amended, was adopted.

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 258 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Engineer’s Report for**
 259 **Preliminary Development Plan #4**
 260

261 Mr. Brecht presented the Engineer’s Report for Preliminary Development Plan #4 (PDP4)
 262 and reviewed Tables 1 and 2. The buildout total over a 10-year period with 5% per year inflation
 263 is \$670 million for the Master Infrastructure Improvements and over \$76 million for
 264 Neighborhood Infrastructure Improvements.

265
 266 **FOURTEENTH ORDER OF BUSINESS** **Consideration of Master Special**
 267 **Assessment Methodology Report for**
 268 **Preliminary Development Plan #4, dated**
 269 **October 19, 2023**
 270

271 Mr. Wrathell presented the Master Special Assessment Methodology Report for
 272 Preliminary Development Plan #4, dated October 19, 2023. He reviewed the pertinent data
 273 including the Development Program, the PDP4 Master and Neighborhood infrastructure costs,
 274 benefit allocation, lienability tests, true-up mechanism and the Appendix Tables on Pages 15
 275 through 19.

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 277 **FIFTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2024-04,**
 278 **Declaring Special Assessments as it**
 279 **Relates to Certain Lands Within the**
 280 **District Known as Preliminary**
 281 **Development Plan #4 Indicating the**

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Location, Nature and Estimated Cost of Those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall Be Made; Providing When Such Special Assessments Shall be Paid; Designating Lands Upon Which the Special Assessments Shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution

Mr. Wrathell presented Resolution 2024-04 and read the title.

On MOTION by Mr. Jinks and seconded by Mr. Hord, with all in favor, Resolution 2024-04, Declaring Special Assessments as it Relates to Certain Lands Within the District Known as Preliminary Development Plan #4 Indicating the Location, Nature and Estimated Cost of Those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall Be Made; Providing When Such Special Assessments Shall be Paid; Designating Lands Upon Which the Special Assessments Shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution, was adopted.

SIXTEENTH ORDER OF BUSINESS

Consideration of Resolution 2024-05, Setting a Public Hearing for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Lands Within the District Generally Described as Preliminary Development Plan #4 in Accordance with Chapters 170, 189, and 197, Florida Statutes

Mr. Wrathell presented Resolution 2024-05.

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On MOTION by Mr. Hord and seconded by Mr. Jinks, with all in favor, Resolution 2024-05, Setting a Public Hearing for December 21, 2023 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034, for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Lands Within the District Generally Described as Preliminary Development Plan #4 in Accordance with Chapters 170, 189, and 197, Florida Statutes, was adopted.

SEVENTEENTH ORDER OF BUSINESS

Consideration of Nassau County First Amendment to the Interlocal Agreement Regarding Landscape Maintenance of Certain County Road Rights-of-Way

Mr. Johnson presented the Nassau County First Amendment to the Interlocal Agreement Regarding Landscape Maintenance of Certain County Road Rights-of-Way.

On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, the Nassau County First Amendment to the Interlocal Agreement Regarding Landscape Maintenance of Certain County Road Rights-of-Way, in substantial form, was approved.

EIGHTEENTH ORDER OF BUSINESS

Wawa Florida, LLC License Agreement for Temporary Use

Mr. Johnson presented the Wawa Florida, LLC License Agreement for Temporary Use.

On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, the Wawa Florida, LLC License Agreement for Temporary Use, was approved.

NINETEENTH ORDER OF BUSINESS

Joshua W Kennedy Enterprises, LLC dba First Coast Home Pros Agreement for Janitorial Maintenance Services

Mr. Johnson presented the Joshua W Kennedy Enterprises, LLC dba First Coast Home Pros Agreement for Janitorial Maintenance Services for cleaning the administrative office area.

On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, the Joshua W Kennedy Enterprises, LLC dba First Coast Home Pros Agreement for Janitorial Maintenance Services, was approved.

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TWENTIETH ORDER OF BUSINESS **Recess Regular Meeting/Commencement of Auditor Selection Committee Meeting**

Mr. Wrathell stated, due to its affordability, Berger Toombs Elan Gaines & Frank was overwhelmed with the volume of business and struggled to complete audits in a timely fashion.

Mr. Wrathell recessed the Regular Meeting and the Auditor Selection Committee Meeting commenced.

TWENTY-FIRST ORDER OF BUSINESS **Review/Discuss/Establish Evaluation Criteria to Solicit Services**

The Auditor Selection Committee discussed the importance of timeliness in submitting audits and chose to terminate the contract with the current audit firm and advertise a Request for Proposals (RFP) for Annual Audit Services.

TWENTY-SECOND ORDER OF BUSINESS **Termination of Auditor Selection Committee Meeting/Reconvene Regular Meeting**

Mr. Wrathell terminated the Auditor Selection Committee Meeting and reconvened the Regular Meeting.

Mr. Wrathell stated the Audit Selection Committee’s recommendation is to authorize Staff to advertise an RFP for Annual Audit Services.

On MOTION by Mr. Hord and seconded by Mr. Jinks, with all in favor, authorizing Staff to advertise an RFP for Audit Services, was approved.

TWENTY-THIRD ORDER OF BUSINESS **Consideration of Proposed Evaluation Criteria for Audit Services/Authorization of RFP**

Mr. Wrathell asked for a motion to approve the evaluation criteria and the form of RFP for Annual Audit Services.

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On MOTION by Mr. Hord and seconded by Mr. Jinks, with all in favor, the forms of Evaluation Criteria and RFP for Annual Audit Services to be advertised, were approved.

TWENTY-FOURTH ORDER OF BUSINESS Staff Reports

A. District Counsel: Kutak Rock LLP

There was no report.

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

Mr. Brecht stated Crosstown Boulevard is completed and beautiful. In DSAP2, the Landowner and Developer are in the final stages of the entitlement process and the project should be ready to commence by the end of November or early December.

C. Field Operations: CCMC

Ms. Norsworthy had no report but Staff will send a monthly update to the Board.

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

- **NEXT MEETING DATE: November 16, 2023 at 10:00 AM**
- **QUORUM CHECK**

TWENTY-FIFTH ORDER OF BUSINESS Board Members’ Comments/Requests

There were no Board Member comments or requests.

TWENTY-SIXTH ORDER OF BUSINESS Public Comments

There were no public comments.

TWENTY-SEVENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, the meeting adjourned at 11:34 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**EAST NASSAU
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS**

**EAST NASSAU
STEWARDSHIP DISTRICT**

4CI

**EAST NASSAU STEWARDSHIP DISTRICT
WORK AUTHORIZATION NO. 5
2023/2024 GENERAL CONSULTING ENGINEERING SERVICES**

Scope of Work

England, Thims & Miller, Inc. shall provide general consulting engineering services for the East Nassau Stewardship District as directed by the Board of Supervisors or their designee. General consulting services shall include, but not be limited to:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Attending Meetings 2. Preparation of Engineering Reports and Studies 3. Preparation of Cost Estimates and Budgets 4. Technical Support for Community Development District Staff | <ol style="list-style-type: none"> 5. Development and Analysis of District Projects 6. Operation and Maintenance Inspections 7. Prepare Presentation Documents for District Meetings |
|---|---|

The outlined services shall be performed on a time and material basis at the currently approved rate and expense schedule. The estimated fee shall not be exceeded without further authorization. This estimated fee is not a guaranteed maximum cost.

ESTIMATED FEE **\$12,000.00**

**ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE – 2023***

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

*ETM's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and subject to an increase not to exceed five (5) percent per year.

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

Time of Performance

Services rendered will commence upon District approval and will be completed on or before September 30, 2024.

Approval

Submitted by: 
England, Thims & Miller, Inc.

Date: 9/6/2023

Approved by: 
Mike Hahaj (Oct 23, 2023 13:30 EDT)
East Nassau Stewardship District

Date: Oct 23, 2023






ENSD WA5 - 2023-2024

Final Audit Report

2023-10-23

Created:	2023-10-23
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARtd2hgE8LW27RCMb50SxJnrrJ1fmclv

"ENSD WA5 - 2023-2024" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-10-23 - 1:52:54 PM GMT- IP address: 8.17.109.244
-  Document emailed to mhahaj@eastnassausd.net for signature
2023-10-23 - 1:53:15 PM GMT
-  Email viewed by mhahaj@eastnassausd.net
2023-10-23 - 5:30:18 PM GMT- IP address: 104.178.162.118
-  Signer mhahaj@eastnassausd.net entered name at signing as Mike Hahaj
2023-10-23 - 5:30:35 PM GMT- IP address: 104.178.162.118
-  Document e-signed by Mike Hahaj (mhahaj@eastnassausd.net)
Signature Date: 2023-10-23 - 5:30:37 PM GMT - Time Source: server- IP address: 104.178.162.118
-  Agreement completed.
2023-10-23 - 5:30:37 PM GMT

**EAST NASSAU
STEWARDSHIP DISTRICT**

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**AMENDED AND RESTATED
EAST NASSAU STEWARDSHIP DISTRICT
CAPITAL IMPROVEMENT PLAN
For
DETAILED SPECIFIC AREA PLAN #2**

Prepared for

**Board of Supervisors
East Nassau
Stewardship District**

Prepared by



14775 Old St. Augustine Road
Jacksonville, Florida 32258
904-642-8990

TABLE OF CONTENTS

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V. INFRASTRUCTURE IMPROVEMENTS	2
VI. PERMITS	4
VII. OPINION OF PROBABLE COST	4
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2. PROPOSED IMPROVEMENT COSTS.....	5

LIST OF EXHIBITS

Plate 1	EAST NASSAU STEWARDSHIP DISTRICT LOCATION MAP
Plate 2	DSAP #2 PLAN
Plate 2A-2C	DSAP #2 LEGAL DESCRIPTION

I. PURPOSE

This report is to document the infrastructure associated with the East Nassau Stewardship District (District), as defined in Chapter 2017-206 Laws of Florida, that is expected to be designed, permitted, constructed, acquired, operated and/or maintained by the District ("Improvement Plan"). Infrastructure that may or may not be supplied or funded by other entities will be acknowledged to provide a more complete view of the entire District. Plate 1 depicts the location of the District.

II. BACKGROUND

The District is a 23,600± acre independent special district located in Nassau County, Florida ("County"). The land within the District consists of parcels within the East Nassau Community Planning Area, referred to herein as the ENCPA. The authorized land uses within the ENCPA include Regional Center, Employment Center, Village Center, Resort Development, Residential (Tier 1, 2 and 3), and Conservation Habitat Network (wetland and upland conservation).

This community has a need for significant infrastructure in order for the planned development to occur. The present use is timber, which has not required the installation of infrastructure improvements to any significant degree. The Legislature determined that the District will allow for orderly financing, construction and provision of a variety of infrastructure improvements. Either the District, Nassau County, utility companies, property owners associations, or in some cases private parties, are expected to operate and maintain the infrastructure improvements contemplated within the District. The District will provide for environmental features, stormwater management systems, utility systems, common areas, street lights, roads, civic uses embodied in development approvals or permit conditions, among other improvements and services authorized by Chapter 2017-206 Laws of Florida. The environmental features include the wetland and upland systems (CHNs) within the District. Utilities to be provided include the distribution and collection systems for water, sewer and reuse systems, communications, electric supply facilities and other types of utilities. The primary utilities will be maintained by JEA, which is a public utility with a franchise area that extends over the entire District. The construction of the utilities will be funded by the District. The roads will include onsite major and minor roads. The civic use commitments include land dedication for schools, community/regional parks and other property for public purposes and the proposed construction of neighborhood parks, trails and other civic type uses. All improvements to be funded by the District will be owned by the District or other governmental entity and will be on land owned by, or subject to a permanent easement in favor of, the District or other governmental entity. Any improvements funded by the District that are maintained or operated by utility companies, property owners associations, or any other private parties must be operated and maintained pursuant to an agreement that complies with the applicable IRS management contract safe harbor (currently Revenue Procedure 2017-13).

The infrastructure construction for the District began in 2016 and is expected to continue through the year 2066, and will consist of numerous phases. The timeline could be lengthened or shortened and the number of phases could be modified based on actual developer sales, economic conditions and future development trends in the area.

III. GENERAL INFORMATION

The terrain within the District is generally flat, with elevations ranging from elevation 50 feet down to 5 feet North American Vertical Datum (NAVD). Soils are generally clayey, typical for Nassau County. Groundwater generally is located zero to five feet below natural grade. A series of stormwater ponds and control structures will control stormwater discharge. St. Johns River Water Management District (SJRWMD) design criteria will be utilized for design of all stormwater management facilities within the District. The stormwater management design criteria of Nassau County will also be utilized for design.

The District is served or planned to be served by entry from several major roadways including I-95, US-17, State Road 200, Pages Dairy Road, and Chester Road.

Potable water will be provided by JEA, which is a community owned public utility. Reclaim water (as applicable) for irrigation and wastewater treatment will also be provided by JEA.

IV. LAND USES

The full development within the District boundaries is currently anticipated to include the following:

TYPE	Acreage* (approximate)	Entitlements
Regional Center	1,923	11,000,000 S.F.
Employment Center	1,907	
Village Center	456	
Resort Development	943	
Residential Tier 1	799	24,000 Units
Residential Tier 2	4,517	
Residential Tier 3	1,947	
Wetland System	7,219	CHN
Upland Conservation	3,167	10,386 Acres
TOTAL	22,887	

*Approximate acreage based on data received as of the date of this report for final anticipated development areas.

This Improvement Plan is specific to Detailed Specific Area Plan (DSAP) #2 area, which is a 14,879 +/- acre subset of the ENCPA. The mix of land uses within the DSAP #2 area is anticipated to include the following:

TYPE	Acreage (approximate)	Residential Units (approximate)	Min. Non-Res. Sq. Ft.
Village Center	429	2,331	700,000
Resort Development	943	3,289	400,000
Residential Tier 1	744	1,886	150,000
Residential Tier 2	3,855	6,972	
Residential Tier 3	1,859	466	
Conservation Habit Network	7,049	0	N/A
TOTAL	14,879	14,944	1,250,000

(Refer to Plate 2 for the limits of DSAP #2 area and Plates 2A through 2C for its associated legal description.)

V. INFRASTRUCTURE IMPROVEMENTS

The District is expected to fund, finance, construct, reconstruct, acquire or otherwise provide public infrastructure improvements within the District including but not limited to the following: roadways and mobility trails (including landscaping and lighting), stormwater management systems (i.e., stormwater management facilities, control structures, stormwater conveyance systems, etc.), recreation (i.e., trails, neighborhood parks), decorative walls, fences, water, sewer, and reclaim facilities together with technical and permitting fees. Table 1 lists anticipated operation and maintenance entities.

The District is located within the franchise areas of Florida Power & Light for electrical supply. Private entities are expected to provide telephone service and cable television for the lands within the District.

The capital improvements described in this report represent the present intentions of the District. The implementation of any improvements discussed in this plan requires the final approval by regulatory agencies including local, state and federal agencies. The cost estimates provided in this report have been prepared based upon recent cost data. The actual cost of construction, final design, planning, approvals and permitting may vary from the cost estimates provided. The improvements are further described in the following sections.

A. Roads

Numerous roads within the District will be constructed concurrent with development of the land within the District. The roadways will be designed and constructed in accordance with Nassau County standards and specifications. Roads outside the District boundaries may be constructed, widened or extended as required to allow for development of the property to comply with local criteria. Rights-of-way for roads inside the District may be acquired by the District. These roadways may include (but are not to be limited to):

1. Mobility Roads
2. Local Roads
3. Internal Subdivision roadways
4. Other roadways affected by the development as may be required by development approval or permit
5. Mobility trails (as part of a Mobility Road or standalone)

B. Utilities

The District will construct the potable water, sanitary sewer and reclaim systems necessary to support the District's residents and industrial and commercial activities. Potable water, sewer and reclaim facilities will be designed and constructed to the appropriate standards and specifications, including JEA and the State of Florida. Utilities may include offsite systems (i.e., offsite force mains, water mains, pumping facilities and treatment facilities) and onsite systems constructed as part of roadways or subdivisions.

C. Stormwater Management/Drainage

The stormwater management/drainage system for the District will be designed and constructed in accordance with St. Johns River Water Management District (SJRWMD) and Nassau County regulations. System elements will include stormwater management facilities, swales, piping, control structures, storm inlets, bio swales, etc. Land acquisition for some or all of the system elements is possible. Each portion of the system will be required to be reviewed and approved by the appropriate agencies prior to construction.

D. Landscaping and Hardscape Features

Landscaping and hardscape features will be an integral part of the District infrastructure. Typically (though not always required), major roadways will be landscaped, irrigated, and street lights provided. Development areas and various neighborhoods will have entry features and various hardscape features designed to provide a distinctive look for the community.

E. Recreation

Recreation areas throughout the District may include (but are not limited to) neighborhood parks (some with ball fields, playground equipment, restrooms, tennis courts, etc.), trails, greenways, and active and passive recreation amenities.

TABLE 1

Proposed Operation and Maintenance Responsibilities	
Description	Anticipated Obligated Party for Maintenance ¹
I-95 Interchange	FDOT
Arterial/Collector Roads	Nassau County
Local/Neighborhood Roads ²	Nassau County/ District/ Property Owners Assoc.
Alleys ²	Property Owners Association
Potable Water/Sanitary Sewer/Reclaim	JEA
Electric ³	Florida Power and Light
Natural Gas	FPU
Mobility Trails	District / County
Sidewalks	District/ Property Owners Association
Schools	Nassau County School Board
Recreation Facilities	Nassau County/District
Conservation Habitat Networks	District
Communication Networks	Utility Provider or District

¹ In the District's discretion, the District may elect to enter into an agreement with a third-party or an applicable property owner's association(s) to maintain any District-owned improvements

² Road and alleys and related landscape/hardscape/irrigation improvements, if behind hard-gates, will not be part of the District-financed improvements

³ only the differential cost of undergrounding of conduit will be financed by the District

VI. PERMITS

Permits that will be required or that have been obtained for development include those from Nassau County, St. Johns River Water Management District, Florida Department of Transportation, U.S. Army Corps of Engineers and Florida Department of Environmental Protection. These permits are a normal part of the development process and are expected to be issued upon submittal and processing of the appropriate applications. However, all permits are subject to final agency action.

VII. OPINION OF PROBABLE COST

Table 2 presents a summary of the District financed improvements for the DSAP #2 area, as described in Section V. INFRASTRUCTURE IMPROVEMENTS of this report. In developing the estimates presented in Table 2, the Engineer estimated the cost to construct the Project based on other projects of similar sizes and types. The following estimates are based upon sound engineering principles and judgment. To the estimated construction cost, professional/technical service fees were estimated at 12% and a 15% contingency was added. Initial costs are in 2023 dollars; inflation is applied based upon a 40-year buildout, at 5% per year, averaged with the 2023 cost.

TABLE 2
PROPOSED IMPROVEMENT COSTS – DSAP #2

Improvement Category	Master Infrastructure Improvement	Neighborhood Infrastructure Improvement
Mobility Roads**	\$77,141,000	
Local Roads**	\$83,429,000	
Neighborhood Roads**	\$168,497,000	\$42,305,000
Mobility/Public Trails**	\$11,600,000	
Stormwater Management Facilities	\$57,445,000	
Utilities (Water Mains, Force Mains, Reclaim Mains, Services and Lift Stations)	\$391,293,000	\$21,368,000
Street Lighting*	\$47,334,000	\$8,665,000
Landscaping/Hardscape/Irrigation**	\$37,406,000	
Recreation	\$50,000,000	
Entry Features/Signage	\$12,500,000	
SUBTOTAL	\$936,645,000	\$72,338,000
Design, Engineering, Surveying & Permitting (12%)	\$112,397,400	\$8,680,560
Construction Cost Contingency (15%)	\$140,496,750	\$10,850,700
2023 TOTAL	\$1,189,539,150	\$91,869,260
BUILDOUT TOTAL	\$4,582,552,000	\$353,915,000

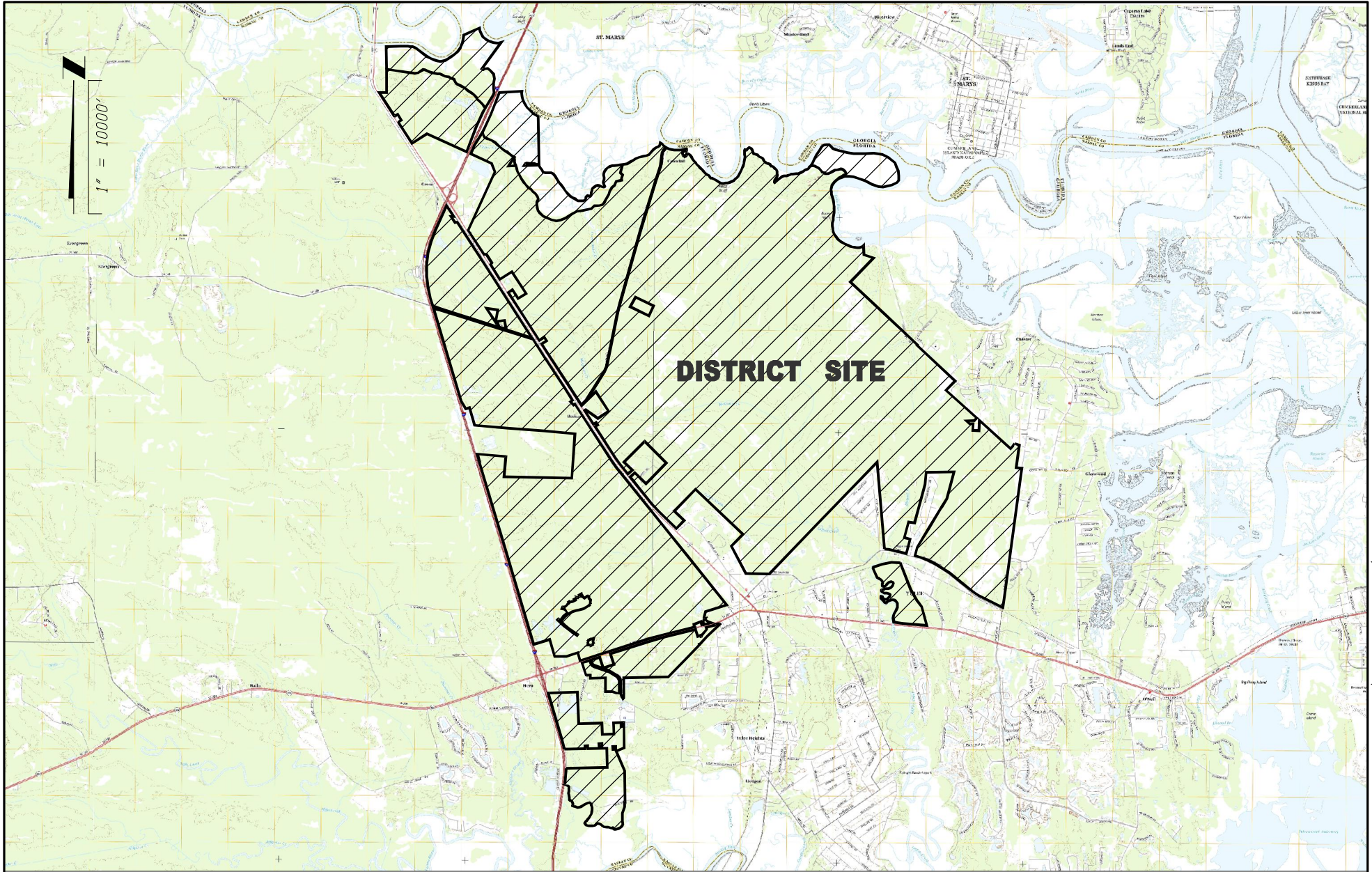
**District will enter into a Lighting Agreement with FPL for the street light poles and lighting service. Street lighting costs depicted are for the incremental cost of the undergrounding of conduit piping, transformer pads, manholes, and handholes necessary to provide electricity for adequate and appropriate street lighting along the proposed roadways. These costs do not include the leasing of or maintenance of the street lights or associated equipment.*

***Only roads, mobility/public trails and landscaping/hardscape/irrigation that are open to and accessible by the public (and not behind any hard gates) will be funded by the District.*

VIII. SUMMARY AND CONCLUSION

The project as outlined is necessary for the functional development of the District. The project is being designed in accordance with current regulatory requirements. The project will serve its intended function provided that the construction is in substantial compliance with the design. Items of construction for the project are based upon current development plans.

It is our professional opinion that the infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the lands within the District. The estimated costs are based upon prices currently being experienced for similar items of work in North Florida. Actual costs may vary based on final engineering, planning and approvals from regulatory agencies.



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 TEL: (904) 642-8990, FAX: (904) 646-9485
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LOCATION MAP

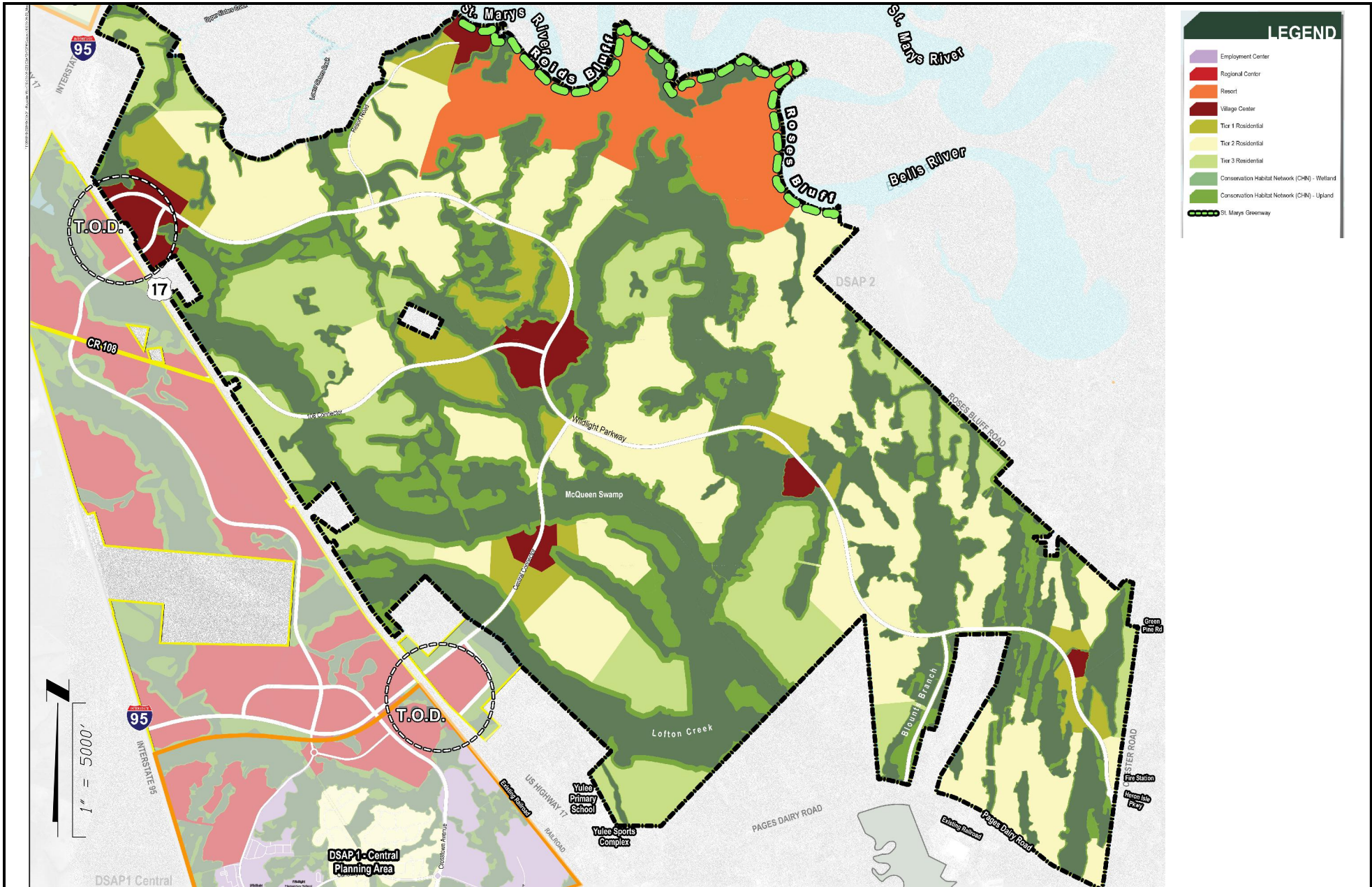
EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 19-239-02-004

DRAWN BY: LOL

DATE: OCTOBER 19, 2023

PLATE NO. 1



LEGEND

- Employment Center
- Regional Center
- Resort
- Village Center
- Tier 1 Residential
- Tier 2 Residential
- Tier 3 Residential
- Conservation Habitat Network (CHN) - Wetland
- Conservation Habitat Network (CHN) - Upland
- St. Marys Greenway

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 ENGLAND - THIMS & MILLER, INC.
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 TEL: (904) 642-8990, FAX: (904) 646-9485
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DSAP #2 AREA

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 19-239-02-004
DRAWN BY: LOL
DATE: OCTOBER 19, 2023
PLATE NO. 2

Description:

A parcel of land, being a portion of Section 36 and the William Fox Grant, Section 38, Township 4 North, Range 26 East, and being a portion of Sections 32 and 33, Township 4 North, Range 27 East, and being a portion of Section 1 and the Charles Seton Grant, Section 37 and the William Fox Grant, Section 38 and the Heirs of E. Waterman Grant, Section 41, Township 3 North, Range 26 East, and being a portion of the William Hobkirk Grant, Section 41 and the William Hobkirk Grant and Thomas May Grant, Section 42 and the Thomas May Grant, Section 43, the Josiah Smith Grant, Section 44 and the Eugenia Brant Grant, Section 45 and the S. Cashen Grant, Section 46 and the Spicer S. Christopher Grant and J. Smith Grant, Section 47 and the Spicer S. Christopher Grant, Section 48 and the Charles Seton Grant, Section 49 and the Heirs of E. Waterman Mill Grant, Section 50 and the John W. Lowe Mill Grant, Section 51 and the John Wingate Grant, Section 53 and the W and J Lofton Grant, Section 54 and the W and J Lofton Grant, Section 55, and the John Carr Grant, Section 56, Township 3 North, Range 27 East and being a portion of Section 37 and the John W. Lowe Mill Grant, Section 44, Township 3 North, Range 28 East, all in Nassau County, Florida and being more particularly described as follows:

Begin at the intersection of the Northeasterly Right-of-Way line of U.S. Highway No. 17 (a 137.50 foot Right-of-Way at this point) and the Easterly Right-of-Way line of Crandall Road (a 40 foot County Maintained Right-of-Way); thence on said Northeasterly Right-of-Way line for the next 3 courses, thence N 32°52'39" W, a distance 1680.52 feet; thence N 32°57'39" W, a distance 2740.76 feet; thence N 32°53'09" W, a distance 733.22 feet to the Southwest corner of those lands described in Official Record Book 611, Page 651 of the Public Records of Nassau County, Florida; thence departing said Northeasterly Right-of-Way line and on the Southerly line, Easterly line and Northerly line of said lands for the next 3 courses, N 57°06'51" E, a distance 415.00 feet; thence N 32°53'09" W, a distance 315.00 feet; thence S 57°06'51" W, a distance 415.00 feet to the Northwest corner of said lands said point also being on the aforesaid Northeasterly Right-of-Way line of U.S. Highway No. 17; thence departing said Northerly line and on said Northeasterly Right-of-Way line, N 32°53'09" W, a distance 4009.48 feet to the most Southwesterly corner of those lands described in Official Record Book 44, Page 221 of said Public Records; thence departing said Northeasterly Right-of-Way line and on the Southerly line, Westerly line, Southerly line, Easterly line and on the Northwesterly prolongation thereof for the next 4 courses, thence N 57°06'51" E, a distance 349.29 feet; thence S 32°53'09" E, a distance 735.00 feet; thence N 57°06'51" E, a distance 650.71 feet; thence N 32°53'09" W, a distance 1832.50 feet to the Northeasterly corner of those lands described in Official Record Book 1415, Page 574 of said Public Records; thence departing said Northwesterly prolongation line and on the Northerly line of said lands, S 57°06'51" W, a distance 1000.00 feet to the Northwesterly corner of said lands said point also being on the aforesaid Northeasterly Right-of-Way line of U.S. Highway No. 17; thence departing said Northerly line and on said Northeasterly Right-of-Way line for the next 6 courses, N 32°53'09" W, a distance 693.03 feet; thence N 32°54'39" W, a distance 534.04 feet; thence N 33°01'13" E, a distance 164.28 feet; thence N 32°54'39" W, a distance 695.00 feet; thence S 89°26'12" W, a distance 177.55 feet; thence N 32°54'39" W, a distance 2036.94 feet to the Southeast corner of those lands described in Official Record Book 1641, Page 1573 of said Public Records; thence departing said Northeasterly Right-of-Way line and on the Easterly line and on Northerly lines of said lands for the next 3 courses, N 24°41'55" E, a distance 4517.43 feet; thence N 21°05'55" W, a distance 658.43 feet; thence N 65°17'21" W, a distance 1624.14 feet to a point on the Easterly limited Access Right of Way line of Interstate 95 (variable width limited Access Right of Way); thence departing said Northerly line and on said Easterly limited Access Right of Way line for the next 2 courses, N 24°42'34" E, a distance 690.82 feet; thence N 31°16'11" E, a distance 1059.18 feet to a point on the Mean High Water Line of the St. Mary's River said point being referred to as reference point "A"; thence departing said Easterly limited Access Right of Way line and on said Mean High Water Line, Southeasterly, a distance of 2951 feet more or less to a point on the Easterly line of the William Fox Grant, Section 38, Township 4 North, Range 26 East, Nassau County, Florida said point having a tie line of, S 51°34'50" E, a distance of 2855.64 feet from said reference point "A"; thence departing said Mean High Water Line and on said Easterly line, S 33°27'43" W, a distance 748.66 feet to a point on the North line of the Charles Seton Grant, Section 37, Township 3 North, Range 26 East, Nassau County, Florida; thence departing said Easterly line and on said North line, N 88°44'44" E, a distance 513.75 feet to a point on the aforesaid Mean High Water Line of the St. Mary's River said point being referred to as reference point "B"; thence departing said North line and on said Mean High Water Line, Southeasterly, a distance of 5276 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "C" said point having a tie line of, S 36°30'52" E, a distance of 4828.26 feet from said reference point "B"; thence continue on said Mean High Water Line, Northeasterly, a distance of 7051 feet more or less to a point on the South line of Section 32, Township 4 North, Range 27 East, Nassau County, Florida, said point also being on said Mean High Water Line said point being referred to as reference point "D" said point having a tie line of, N 49°38'32" E, a distance of 6131.74 feet from said reference point "C"; thence continue on said Mean High Water Line, Northeasterly a distance of 3218 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "E" said point having a tie line of, N 59°42'40" E, a distance of 3066.75 feet from said reference point "D"; thence continue on said Mean High Water Line, Southeasterly and Northeasterly, a distance of 10,304 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "F" said point having a tie line of, S 86°49'56" E, a distance of 6272.48 feet from said reference point "E"; thence continue on said Mean High Water Line, Southeasterly and Northeasterly, a distance of 9016 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "G" said point having a tie line of, S 76°57'13" E, a distance of 6753.01 feet from said reference point "F"; thence continue on said Mean High Water Line, Southeasterly, a distance of 7683 feet more or less to the Northwest corner of those lands described in Official Record Book 1043, Page 181 of said Public Records said point also being on said Mean High Water Line said point having a tie line of, S 15°33'29" E, a distance of 5567.35 feet from said reference point "G"; thence departing said Mean High Water Line and on the Westerly line and Southerly line of said lands for the next 2 courses, S 02°30'20" E, a distance 677.00 feet; thence S 72°00'20" E, a distance 696.00 feet to the Southeast corner of said lands said point also being on the Easterly line of the William Hobkirk Grant and Thomas May Grant, Section 42, Township 3 North, Range 27 East, Nassau County, Florida; thence departing said Southerly line and on said Easterly line, S 43°59'40" W, a distance 2341.20 feet to the Northwesterly corner of the William Hobkirk Grant, Section 41, Township 3 North, Range 27 East, Nassau County, Florida; thence departing said Easterly line and on the Northerly line of said Section 41, S 46°58'42" E, a distance 3347.31 feet to the Northeasterly corner of said Section 41 said point also being the most Northerly corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence departing said Northerly line and on said Northerly line of Section 50, S 46°45'09" E, a distance 3141.05 feet; thence departing said Northerly line, S 43°07'50" W, a distance 47.78 feet to a point on the Southerly Right of Way line of Rose Bluff Road (66 foot Right of Way); thence on said Southerly Right of Way line, S 46°52'10" E, a distance 3672.22 feet to the Northwest corner of Creekside Unit I as recorded in Plat Book 6, Page 320 of the Public Records of Nassau County, Florida; thence departing said Southerly Right of Way line and on the Westerly line of said Creekside Unit I, S 43°56'29" W, a distance 922.51 feet to the Southwest corner of said Creekside Unit I; thence departing said Westerly line and on the Southerly of said Creekside Unit I and on the Southerly line of Creekside Unit II as recorded in Plat Book 7, Pages 32 and 33 of said Public Records and on the Southerly line of those lands described in Official Record Book 1699, Page 1781 of said Public Records, S 47°56'22" E, a distance 2923.03 feet to the Northwest corner of said lands;

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<h2>DSAP #2 LEGAL DESCRIPTION</h2> <h1>EAST NASSAU STEWARDSHIP DISTRICT</h1>	ETM NO. 19-239-02-004
	DRAWN BY: LOL
	DATE: OCTOBER 19, 2023
	PLATE NO. 2A

thence departing said Southerly line and on the Northerly lines, Westerly lines, South line and East line of said lands for the next 7 courses, S 44°21'01" W, a distance 248.94 feet; thence S 88°38'46" W, a distance 550.24 feet; thence S 46°58'49" E, a distance 307.88 feet; thence N 88°37'03" E, a distance 237.76 feet; thence S 02°22'18" W, a distance 473.95 feet; thence S 88°16'36" E, a distance 450.33 feet; thence N 01°36'34" E, a distance 711.99 feet to the Northeast corner of said lands said point also being on the aforesaid Southerly line of those lands described in Official Record Book 1699, Page 1781; thence departing said East line and on said Southerly line of those lands described in Official Record Book 631, Page 31 of said Public Records, S 47°56'22" E, a distance 2961.43 feet to the Southeast corner of said lands; thence departing said Southerly line and on the Easterly line of said lands, N 38°10'15" E, a distance 382.73 feet to a point on the Southerly County Maintained Right of Way line of Lee Road said point being on a curve, concave Northwest, having of radius 85.46 feet and a central angle of 28°44'32"; thence departing said Easterly line and on said Southerly County Maintained Right of Way line and on the arc of said curve for the next 4 courses, a distance of 42.87 feet said arc being subtended by a chord which bears N 69°54'46" E, a distance of 42.42 feet to the curves end; thence N 53°02'00" E, a distance 40.64 feet to the beginning of a curve, concave Southeast, having of radius 73.38 feet and a central angle of 36°59'17"; thence on the arc of said curve a distance of 47.37 feet said arc being subtended by a chord which bears N 75°22'46" E, a distance of 46.55 feet to the curves end; thence S 71°13'20" E, a distance 279.61 feet to the Northwest corner of those lands described in Official Record Book 631, Page 31 of the aforesaid Public Records; thence departing said Southerly County Maintained Right of Way line and on the Westerly line of said lands and the Southerly prolongation thereof, S 07°40'39" W, a distance 1608.34 feet to the Southwest corner of those lands described in Official Record Book 802, Page 1281 of said Public Records; thence departing said Southerly prolongation line and on the Southerly line of said lands, S 82°19'01" E, a distance 399.49 feet to a point on the Westerly Right of Way line of Chester Road (Variable Width Right of Way); thence departing said Southerly line and on said Westerly Right of Way line for the next 3 courses, S 07°40'57" W, a distance 21.94 feet; thence S 07°43'19" W, a distance 9134.66 feet; thence S 08°41'14" W, a distance 747.21 feet to a point on the Northerly Right of Way line of Pages Dairy Road (100 foot Right of Way); thence departing said Westerly Right of Way line and on said Northerly Right of Way line for the next 8 courses, N 63°45'37" W, a distance 1908.42 feet to the beginning of a curve, concave Northeast, having a radius of 1859.00 feet and a central angle of 13°19'52"; thence on the arc of said curve a distance of 432.54 feet said arc being subtended by a chord which bears N 57°05'41" W, a distance of 431.57 feet to the curves end; thence N 50°25'45" W, a distance 1077.81 feet; thence N 51°29'02" W, a distance 1087.78 feet to the beginning of a curve, concave Southwest, having a radius of 5786.70 feet and a central angle of 12°04'58"; thence on the arc of said curve a distance of 1220.33 feet said arc being subtended by a chord which bears N 57°31'31" W, a distance of 1218.07 feet to the curves end; thence N 63°34'00" W, a distance 549.97 feet to the beginning of a curve, concave Southwest, having a radius of 2914.79 feet and a central angle of 11°37'45"; thence on the arc of said curve a distance of 591.61 feet said arc being subtended by a chord which bears N 69°22'53" W, a distance of 590.59 feet to the curves end; thence N 75°11'45" W, a distance 386.35 feet to the Southeast corner of Page Hill Unit 1, as recorded in Plat Book 6, Pages 237 and 238 of the Public Records of Nassau County, Florida; thence on the Easterly line of said Page Hill Unit 1 and on the Easterly line of Page Hill Unit 2, as recorded in Plat Book 6, Pages 318 and 319 of said Public Records and on the Easterly line of Page Hill Unit 3, as recorded in Plat Book 6, Pages 341 and 342 of said Public Records for the next 6 courses, thence N 15°14'52" E, a distance of 624.51 feet; thence N 31°18'20" E, a distance of 1600.42 feet; thence N 31°16'17" E, a distance of 1617.68 feet; thence N 31°18'20" E, a distance of 77.25 feet; thence N 31°14'20" E, a distance of 712.26 feet; thence N 15°00'35" E, a distance of 1945.10 feet to the Northeast corner of said Page Hill Unit 3, as recorded in Plat Book 6, Pages 341 and 342; thence departing said Easterly line and on the North line of said Page Hill Unit 3, S 89°08'26" W, a distance 1948.04 feet to the Northwest corner of said Page Hill Unit 3; thence departing said North line and on the Westerly line of said Page Hill Unit 3 and on the Westerly line of the aforesaid Page Hill Unit 2 and on the Westerly line of Page Hill Unit 1 as recorded in Plat Book 6, Pages 237 and 238 of said Public Record and on the Westerly line of those lands described in Official Record Book 1127, Page 877 of the Public Records of Nassau County, Florida for the next 5 courses, S 06°17'22" W, a distance 846.40 feet; thence S 15°13'56" W, a distance 1678.50 feet; thence S 15°14'27" W, a distance 1129.83 feet; thence N 80°46'29" W, a distance 416.31 feet; thence S 15°10'34" W, a distance 2205.85 feet to a point on the aforesaid Northerly Right of Way line of Pages Dairy Road; thence departing said Westerly line and on said Northerly Right of Way line for the next 2 courses, N 76°11'45" W, a distance 824.27 feet to the beginning of a curve, concave Southerly, having a radius of 1004.93 feet and a central angle of 19°06'09"; thence on the arc of said curve a distance of 335.04 feet said arc being subtended by a chord which bears N 85°44'50" W, a distance of 333.49 feet to the Southeast corner of Yulee Hills as recorded in Plat Book 4, Page 31 of the aforesaid Public Records; thence departing said Northerly Right of Way line and on the Easterly line of said Yulee Hills, N 4°55'07" W, a distance 6150.59 feet to the Northeast corner of said Yulee Hills said point also being on the Easterly line of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida. thence departing said Easterly line and on the Westerly line of Yulee Hills and also being on said Easterly line of Section 50, S 43°57'08" W, a distance 6123.00 feet to the Southwest corner of said Yulee Hills; thence departing said Westerly line and continuing on said Easterly line of Section 50, S 43°54'03" W, a distance 4814.17 feet to a point on the North Right of Way line of Pages Dairy Road (80 foot Right of Way) said point also being on a curve, concave Southeast, having of radius 449.26 feet and a central angle of 1°13'25"; thence departing said Easterly line and on said North Right of Way line and on the arc of said curve a distance of 9.59 feet said arc being subtended by a chord which bears S 75°39'19" W, a distance of 9.59 feet to a point on the North Right of Way line of Jefferson Street (75 foot Right of Way) as shown on North Yulee as recorded in Plat Book 2, Page 26 of the aforesaid Public Records; thence departing said North Right of Way line of Pages Dairy Road and on said North Right of Way line of Jefferson Street, N 89°26'08" W, a distance 1639.13 feet to the Southeast corner of those lands described in Official Record Book 325, Page 159 of said Public Records; thence departing said North Right of Way line and on the Easterly line of said lands, N 28°15'16" W, a distance 2192.02 feet to the Northeast corner of said lands said point also being on the Easterly line of those lands described in Official Record Book 1629, Page 1511 of said Public Records; thence departing said Easterly line and on said Easterly line of those lands described in Official Record Book 1629, Page 1511 and on the Easterly line of those lands described in Official Record Book 1974, Page 625 of said Public Records, N 44°18'02" E, a distance 1176.85 feet to the Northeast corner of said lands; thence departing said Easterly line and on the Northerly line of said lands and the Northwesterly prolongation thereof, N 46°33'16" W, a distance 4615.27 feet to the Northeast corner of those lands described in Official Record Book 1871, Page 1833 of said Public Records; thence departing said Northwesterly prolongation line, N 37°23'25" W, a distance 1233.89 feet; thence N 56°35'19" W, a distance 1550.05 feet to the Northeast corner of those lands described in Official Record Book 762, Page 958 of said Public Records; thence on the Northerly line of said lands and on the Northwesterly prolongation thereof, N 45°06'08" W, a distance 2178.00 feet to the Northwest corner of those lands described in Official Record Book 590, Page 920 of said Public Records; thence departing said Northwesterly prolongation line and on the Westerly line of said lands, S 44°53'52" W, a distance 2046.00 feet to the Southwest corner of said lands; thence departing said Westerly line and on the Southerly line of said lands and on the Southeasterly prolongation thereof, S 45°06'08" E, a distance 822.96 feet to a point on the Westerly line of those lands described in Official Record Book 1961, Page 1186 of said Public Records; thence departing said Southeasterly prolongation line and on the Westerly line of said lands and the Southwesterly prolongation thereof, S 50°46'31" W, a distance 417.39 feet to a point on the aforesaid Northeasterly Right of Way line of U.S. Highway No. 17; thence departing said Southwesterly prolongation line and on said Northeasterly Right of Way line for the next 3 courses, N 38°45'39" W, a distance 897.57 feet to the beginning of a curve, concave Northeast, having a radius of 5629.65 feet and a central angle of 5°53'00";



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14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8990, FAX: (904) 646-9485
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DSAP #2 LEGAL DESCRIPTION

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 19-239-02-004

DRAWN BY: LOL

DATE: OCTOBER 19, 2023

PLATE NO. 2B

thence on the arc of said curve a distance of 578.07 feet said arc being subtended by a chord which bears N 35°49'09" W, a distance of 577.82 feet to the curves end; thence N 32°52'39" W, a distance 2569.25 feet to the Southeast corner of those lands described in Official Record Book 87, Page 429 of the aforesaid Public Records; thence departing said Northeasterly Right of Way line and on the Easterly line, Northerly line, and the Westerly line of said lands for the next 3 courses, N 57°07'21" E, a distance 208.70 feet; thence N 32°52'39" W, a distance 208.70 feet; thence S 57°07'21" W, a distance 208.70 feet to a point on the aforesaid Northeasterly Right of Way line of U.S. Highway No. 17; thence departing said Westerly line and on said Northeasterly Right of Way line, N 32°52'39" W, a distance 1163.92 feet to the Southeast corner of those lands described in Official Record Book 756, Page 587 of the aforesaid Public Records; thence departing said Northeasterly Right of Way line and on the Easterly line of said lands, N 57°07'21" E, a distance 85.00 feet to the Southwest corner of those lands described in Official Record Book 309, Page 673 of said Public Records; thence departing said Easterly line and on the Southerly of said lands and on the Southeasterly prolongation thereof, S 54°09'58" E, a distance 1053.12 feet to the Southeast corner of those lands described in Official Record Book 1131, Page 1698 of said Public Records; thence departing said Southeasterly prolongation line and on the Easterly line of said lands and on the Northeasterly prolongation thereof, N 57°00'06" E, a distance 909.57 feet to the Northeast corner of those lands described in Official Record Book 1171, Page 330 of said Public Records; thence departing said Northeasterly prolongation line and on the Northerly line of said lands and on the Northwesterly prolongation thereof, N 32°52'44" W, a distance 1651.85 feet to the Northwest corner of those lands described in Official Record Book 725, Page 172 of said Public Records; thence departing said Northwesterly prolongation line and on the Westerly line of said lands, S 46°25'51" W, a distance 1401.20 feet to the Point of Beginning.

Less and Except:

Crandall Road as being described below:

Crandall Road

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

Begin at the intersection of the Northeasterly Right-of-Way line of U.S. Highway No. 17 (a 137.50 foot Right-of-Way at this point) and the Easterly Right-of-Way line of Crandall Road (a 40 foot County Maintained Right-of-Way); thence on said Northeasterly Right-of-Way line, thence N 32°52'39" W, a distance 40.71 feet to a point on the Westerly Right-of-Way line of said Crandall Road; thence departing said Northeasterly Right-of-Way line and on said Westerly Right-of-Way line and on the Northerly Right-of-Way line and the Easterly Right-of-Way line of said Crandall Road for the next 29 courses, N 46°25'51" E, a distance of 481.84 feet; thence N 32°05'53" E, a distance of 2418.72 feet to the beginning of a curve, concave Northwest, having a radius of 980.00 feet and a central angle of 20°18'59"; thence on the arc of said curve a distance of 347.50 feet said arc being subtended by a chord which bears N 21°56'23" E, a distance of 345.68 feet to the curves end; thence N 11°46'53" E, a distance of 3953.5 feet; thence N 13°38'05" E, a distance of 600.31 feet; thence N 15°36'12" E, a distance of 2912.08 feet; thence N 16°05'53" E, a distance of 2532.7 feet; thence N 17°11'45" E, a distance of 3439.63 feet; thence N 16°50'41" E, a distance of 1216.59 feet; thence N 13°33'13" E, a distance of 248.97 feet; thence N 05°39'41" E, a distance of 496.30 feet; thence N 11°34'20" E, a distance of 209.70 feet to the beginning of a curve, concave Southeast, having a radius of 320.00 feet and a central angle of 28°06'20"; thence on the arc of said curve a distance of 156.97 feet said arc being subtended by a chord which bears N 25°37'30" E, a distance of 155.40 feet to the curves end; thence N 39°40'40" E, a distance of 158.24 feet; thence S 50°19'20" E, a distance of 40.00 feet; thence S 39°40'40" W, a distance of 158.24 feet to the beginning of a curve, concave Southeast, having a radius of 280.00 feet and a central angle of 28°06'20"; thence on the arc of said curve a distance of 137.35 feet said arc being subtended by a chord which bears S 25°37'30" W, a distance of 135.98 feet to the curves end; thence S 11°34'20" W, a distance of 207.64 feet; thence S 05°39'41" W, a distance of 496.99 feet; thence S 13°33'13" W, a distance of 252.88 feet; thence S 16°50'41" W, a distance of 1217.86 feet; thence S 17°11'45" W, a distance of 3439.37 feet; thence S 16°05'53" W, a distance of 2532.14 feet; thence S 15°36'12" W, a distance of 2911.22 feet; thence S 13°38'05" W, a distance of 598.98 feet; thence S 11°46'53" W, a distance of 3952.85 feet to the beginning of a curve, concave Northwest, having a radius of 1020.00 feet and a central angle of 20°18'59"; thence on the arc of said curve a distance of 361.68 feet said arc being subtended by a chord which bears S 21°56'23" W, a distance of 359.79 feet to the curves end; thence S 32°05'53" W, a distance of 2423.75 feet; thence S 46°25'51" W, a distance of 494.42 feet to the Point of Beginning.

Less and Except:

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



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ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8990, FAX: (904) 646-9485
CA - 00002584 LC - 0000316

DSAP #2 LEGAL DESCRIPTION

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 19-239-02-004

DRAWN BY: LOL

DATE: OCTOBER 19, 2023

PLATE NO. 2C

**EAST NASSAU
STEWARDSHIP DISTRICT**

7

EAST NASSAU STEWARDSHIP DISTRICT

Amended and Restated
Master Validation Report
for the
Detailed Specific Area Plan #2

November 16, 2023



Provided by:

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Amended and Restated Master Validation Report (the "Validation Report") is designed to provide an estimate of the total par amount of bonds needed to (i) fund the Capital Improvement Program for the Detailed Specific Area Plan (DSAP) #2 area (the "CIP") of the East Nassau Stewardship District (the "District") and (ii) make a recommendation on the amount of bonds the District needs to validate to fund the CIP. The District is located in Nassau County in Florida, and was established by Chapter 2017-206, Laws of Florida. The District has a total area of approximately +/- 23,600 acres, however, this Validation Report is specific to DSAP #2 area, which is a 14,879 +/- acre subset of the District and its area is described in Exhibit "A".

1.2 Scope of the Validation Report

This Validation Report presents the projections for financing the costs of the CIP as described in the Amended and Restated East Nassau Stewardship District Capital Improvement Plan for Detailed Specific Area Plan #2 prepared by England-Thims & Miller (the "Consulting Engineer") and dated November 16, 2023 (the "Engineer's Report"). Further, based on such financing projections, this Validation Report provides a recommendation on the amount of bonds that the District needs to validate to fund the CIP.

1.3 Executive Summary

Based on the Consulting Engineer's current-dollar estimated total cost of the CIP of \$1,281,408,410, the probable total cost at buildout of the CIP has been estimated in this Validation Report at \$4,936,467,000 based on projected development period of forty (40) years (the "Development Period"), which includes 12% for soft costs/professional fees including engineering and legal fees, a 15% contingency and annual cost escalation of 5% per annum.

In order to generate capital funding of \$4,936,467,000, this Validation Report projects that the District would have to issue indebtedness in the total estimated amount of \$6,886,076,000.

1.4 Organization of the Validation Report

Section Two herein describes the development program, including the CIP, as proposed by the Developer, as defined below.

Section Three herein provides a summary of the CIP as determined by the District Engineer.

Section Four herein discusses the financing program for the District.

Section Five herein provides the recommendation for the amount of validation of bonds for the District.

2.0 Development Program

2.1 Overview

The District is located within the East Nassau Community Planning Area (ENCPA) which is a mixed-use, master planned development located in Nassau County, Florida (“Development”). The District measures approximately 23,600 +/- acres and is generally located to the west of I-95 and south of State Road 44.

2.2 The Development Program

The land development efforts within the District that have already commenced will be continued by Wildlight LLC or one or more of its affiliates, (collectively, the “Developer”) or third party developers acquiring development tracts from the Developer. Based upon the current information provided by the Developer, the current authorized land uses include Village Center, Resort Development, Residential Tiers 1 through 3, and Conservation Habit Network, although land use types and unit numbers may change throughout the Development Period.

3.0 Capital Improvement Program

3.1 Overview

The public infrastructure improvements that comprise the CIP are described in the Engineer's Report. The Engineer's Report also estimates the cost of such public infrastructure improvements which are projected to be funded by the District as part of the CIP.

3.2 Components of the Capital Improvement Program

The public infrastructure improvements which are part of the CIP and are needed to serve the Development are projected to consist of

improvements which will serve all of the lands in the District. The CIP needed to serve the Development is projected to consist of mobility roads, local roads, neighborhood roads, mobility/public trails, stormwater management facilities, utilities (water mains, force mains, reclaim mains and lift stations), street lighting, landscaping/hardscape/irrigation, recreation, and entry features/signage, as well as soft costs and contingency all as set forth in more detail in the Engineer's Report.

The infrastructure included in the CIP will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

4.0 Financing Program

4.1 Derivation of Future CIP Costs

As noted in *Section 3.2*, according to the District Engineer, the cost estimate of \$1,281,408,410 represents the total current-dollar cost of the CIP. *Table 1* in the *Appendix* illustrates the derivation of the total cost of the CIP.

As the total CIP cost estimate of \$1,281,408,410 represents costs expressed in current dollars, this Report proposes that for the Development Period, a cost escalator of 5% per annum be applied to the total CIP. Applying the 5% annual cost escalator to the current-dollar amount of \$1,281,408,410 results in total, buildout cost estimated at \$4,936,467,000.

4.2 Bond Financing Projections

The District plans to fund its estimated CIP costs in this Validation Report by issuing tax-exempt bonds secured by special assessments on benefiting property in the District or other revenue source as may be available to the District. The bonds would be issued from time-to-time in multiple series to fund the CIP. *Table 2* in the *Appendix* provides the bond sizing needed to generate the funds needed for the CIP.

This Validation Report estimates that in order to generate total construction proceeds of \$4,936,467,000, the District would have to issue bonds in the total amount estimated at \$6,886,076,000. In addition, the bonds will also fund debt service reserves, capitalized interests, underwriter's discounts and costs of issuance.

5.0 Master Validation Amount Recommendation

The Validation Report derived the amount of bonds needed to finance the CIP costs estimated in the Engineer's Report at \$6,886,076,000.

6.0 Appendix

Table 1

East Nassau Stewardship District

Detailed Specific Area Plan #2

Proposed Improvement Costs - DSAP #2

Improvement	Master Infrastructure Improvements	Neighborhood Infrastructure Improvements	Total Cost
Mobility Roads	\$77,141,000		\$77,141,000
Local Roads	\$83,429,000		\$83,429,000
Neighborhood Roads	\$168,497,000	\$42,305,000	\$210,802,000
Mobility/Public Trails	\$11,600,000		\$11,600,000
Stormwater Management Facilities	\$57,445,000		\$57,445,000
Utilities (Water Mains, Force Mains, Services and Lift Stations)	\$391,293,000	\$21,368,000	\$412,661,000
Street Lighting	\$47,334,000	\$8,665,000	\$55,999,000
Landscaping/Hardscape/Irrigation	\$37,406,000		\$37,406,000
Recreation	\$50,000,000		\$50,000,000
Entry Features/Signage	\$12,500,000		\$12,500,000
Design, Engineering, Surveying & Permitting	\$112,397,400	\$8,680,560	\$121,077,960
Construction Cost Contingency	\$140,496,750	\$10,850,700	\$151,347,450
2023 Total	\$1,189,539,150	\$91,869,260	\$1,281,408,410
Buildout Total	\$4,582,552,000	\$353,915,000	\$4,936,467,000

Table 2

East Nassau Stewardship District

Detailed Specific Area Plan #2

DSAP #2 - Final Sources and Uses of Funds

	Master Bonds	Neighborhood Bonds	Total - All Bonds
Sources			
Bond Proceeds:			
Par Amount	\$6,392,086,000	\$493,990,000	\$6,886,076,000
Total Sources	\$6,392,086,000	\$493,990,000	\$6,886,076,000
Uses			
Project Fund Deposits:			
Project Fund	\$4,582,552,000	\$353,915,000	\$4,936,467,000
Other Fund Deposits:			
Debt Service Reserve Fund	\$594,787,280	\$45,966,054	\$640,753,333
Capitalized Interest Fund	\$1,086,654,620	\$83,978,300	\$1,170,632,920
	\$1,681,441,900	\$129,944,354	\$1,811,386,253
Delivery Date Expenses:			
Costs of Issuance	\$128,091,720	\$10,129,800	\$138,221,520
Rounding	\$380.26	\$846.30	\$1,226.56
Total Uses	\$6,392,086,000	\$493,990,000	\$6,886,076,000

Exhibit "A"

Description:

A parcel of land, being a portion of Section 36 and the William Fox Grant, Section 38, Township 4 North, Range 26 East, and being a portion of Sections 32 and 33, Township 4 North, Range 27 East, and being a portion of Section 1 and the Charles Seton Grant, Section 37 and the William Fox Grant, Section 38 and the Heirs of E. Waterman Grant, Section 41, Township 3 North, Range 26 East, and being a portion of the William Hobkirk Grant, Section 41 and the William Hobkirk Grant and Thomas May Grant, Section 42 and the Thomas May Grant, Section 43, the Josiah Smith Grant, Section 44 and the Eugenia Brant Grant, Section 45 and the S. Cashen Grant, Section 46 and the Spicer S. Christopher Grant and J. Smith Grant, Section 47 and the Spicer S. Christopher Grant, Section 48 and the Charles Seton Grant, Section 49 and the Heirs of E. Waterman Mill Grant, Section 50 and the John W. Lowe Mill Grant, Section 51 and the John Wingate Grant, Section 53 and the W and J Lofton Grant, Section 54 and the W and J Lofton Grant, Section 55, and the John Carr Grant, Section 56, Township 3 North, Range 27 East and being a portion of Section 37 and the John W. Lowe Mill Grant, Section 44, Township 3 North, Range 28 East, all in Nassau County, Florida and being more particularly described as follows:

Begin at the intersection of the Northeasterly Right-of-Way line of U.S. Highway No. 17 (a 137.50 foot Right-of-Way at this point) and the Easterly Right-of-Way line of Crandall Road (a 40 foot County Maintained Right-of-Way); thence on said Northeasterly Right-of-Way line for the next 3 courses, thence N 32°52'39" W, a distance 1680.52 feet; thence N 32°57'39" W, a distance 2740.76 feet; thence N 32°53'09" W, a distance 733.22 feet to the Southwest corner of those lands described in Official Record Book 611, Page 651 of the Public Records of Nassau County, Florida; thence departing said Northeasterly Right-of-Way line and on the Southerly line, Easterly line and Northerly line of said lands for the next 3 courses, N 57°06'51" E, a distance 415.00 feet; thence N 32°53'09" W, a distance 315.00 feet; thence S 57°06'51" W, a distance 415.00 feet to the Northwest corner of said lands said point also being on the aforesaid Northeasterly Right-of-Way line of U.S. Highway No. 17; thence departing said Northerly line and on said Northeasterly Right-of-Way line, N 32°53'09" W, a distance 4009.48 feet to the most Southwesterly corner of those lands described in Official Record Book 44, Page 221 of said Public Records; thence departing said Northeasterly Right-of-Way line and on the Southerly line, Westerly line, Southerly line, Easterly line and on the Northwesterly prolongation thereof for the next 4 courses, thence N 57°06'51" E, a distance 349.29 feet; thence S 32°53'09" E, a distance 735.00 feet; thence N 57°06'51" E, a distance 650.71 feet; thence N 32°53'09" W, a distance 1832.50 feet to the Northeasterly corner of those lands described in Official Record Book 1415, Page 574 of said Public Records; thence departing said Northwesterly prolongation line and on the Northerly line of said lands, S 57°06'51" W, a distance 1000.00 feet to the Northwesterly corner of said lands said point also being on the aforesaid Northeasterly Right-of-Way line of U.S. Highway No. 17; thence departing said Northerly line and on said Northeasterly Right-of-Way line for the next 6 courses, N 32°53'09" W, a distance 693.03 feet; thence N 32°54'39" W, a distance 534.04 feet; thence N 33°01'13" E, a distance 164.28 feet; thence N 32°54'39" W, a distance 695.00 feet; thence S 89°26'12" W, a distance 177.55 feet; thence N 32°54'39" W, a distance 2036.94 feet to the Southeast corner of those lands described in Official Record Book 1641, Page 1573 of said Public Records; thence departing said Northeasterly Right-of-Way line and on the Easterly line and on Northerly lines of said lands for the next 3 courses, N 24°41'55" E, a distance 4517.43 feet; thence N 21°05'55" W, a distance 658.43 feet; thence N 65°17'21" W, a distance 1624.14 feet to a point on the Easterly limited Access Right of Way line of Interstate 95 (variable width limited Access Right of Way); thence departing said Northerly line and on said Easterly limited Access Right of Way line for the next 2 courses, N 24°42'34" E, a distance 690.82 feet; thence N 31°16'11" E, a distance 1059.18 feet to a point on the Mean High Water Line of the St. Mary's River said point being referred to as reference point "A"; thence departing said Easterly limited Access Right of Way line and on said Mean High Water Line, Southeasterly, a distance of 2951 feet more or less to a point on the Easterly line of the William Fox Grant, Section 38, Township 4 North, Range 26 East, Nassau County, Florida said point having a tie line of, S 51°34'50" E, a distance of 2855.64 feet from said reference point "A"; thence departing said Mean High Water Line and on said Easterly line, S 33°27'43" W, a distance 748.66 feet to a point on the North line of the Charles Seton Grant, Section 37, Township 3 North, Range 26 East, Nassau County, Florida; thence departing said Easterly line and on said North line, N 88°44'44" E, a distance 513.75 feet to a point on the aforesaid Mean High Water Line of the St. Mary's River said point being referred to as reference point "B"; thence departing said North line and on said Mean High Water Line, Southeasterly, a distance of 5276 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "C" said point having a tie line of, S 36°30'52" E, a distance of 4828.26 feet from said reference point "B"; thence continue on said Mean High Water Line, Northeasterly, a distance of 7051 feet more or less to a point on the South line of Section 32, Township 4 North, Range 27 East, Nassau County, Florida, said point also being on said Mean High Water Line said point being referred to as reference point "D" said point having a tie line of, N 49°38'32" E, a distance of 6131.74 feet from said reference point "C"; thence continue on said Mean High Water Line, Northeasterly a distance of 3218 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "E" said point having a tie line of, N 59°42'40" E, a distance of 3066.75 feet from said reference point "D"; thence continue on said Mean High Water Line, Southeasterly and Northeasterly, a distance of 10,304 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "F" said point having a tie line of, S 86°49'56" E, a distance of 6272.48 feet from said reference point "E"; thence continue on said Mean High Water Line, Southeasterly and Northeasterly, a distance of 9016 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "G" said point having a tie line of, S 76°57'13" E, a distance of 6753.01 feet from said reference point "F"; thence continue on said Mean High Water Line, Southeasterly, a distance of 7683 feet more or less to the Northwest corner of those lands described in Official Record Book 1043, Page 181 of said Public Records said point also being on said Mean High Water Line said point having a tie line of, S 15°33'29" E, a distance of 5567.35 feet from said reference point "G"; thence departing said Mean High Water Line and on the Westerly line and Southerly line of said lands for the next 2 courses, S 02°30'20" E, a distance 677.00 feet; thence S 72°00'20" E, a distance 696.00 feet to the Southeast corner of said lands said point also being on the Easterly line of the William Hobkirk Grant and Thomas May Grant, Section 42, Township 3 North, Range 27 East, Nassau County, Florida; thence departing said Southerly line and on said Easterly line, S 43°59'40" W, a distance 2341.20 feet to the Northwesterly corner of the William Hobkirk Grant, Section 41, Township 3 North, Range 27 East, Nassau County, Florida; thence departing said Easterly line and on the Northerly line of said Section 41, S 46°58'42" E, a distance 3347.31 feet to the Northeasterly corner of said Section 41 said point also being the most Northerly corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence departing said Northerly line and on said Northerly line of Section 50, S 46°45'09" E, a distance 3141.05 feet; thence departing said Northerly line, S 43°07'50" W, a distance 47.78 feet to a point on the Southerly Right of Way line of Rose Bluff Road (66 foot Right of Way); thence on said Southerly Right of Way line, S 46°52'10" E, a distance 3672.22 feet to the Northwest corner of Creekside Unit I as recorded in Plat Book 6, Page 320 of the Public Records of Nassau County, Florida; thence departing said Southerly Right of Way line and on the Westerly line of said Creekside Unit I, S 43°56'29" W, a distance 922.51 feet to the Southwest corner of said Creekside Unit I; thence departing said Westerly line and on the Southerly of said Creekside Unit I and on the Southerly line of Creekside Unit II as recorded in Plat Book 7, Pages 32 and 33 of said Public Records and on the Southerly line of those lands described in Official Record Book 1699, Page 1781 of said Public Records, S 47°56'22" E, a distance 2923.03 feet to the Northwest corner of said lands;

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 ENGLAND - THIMS & MILLER, INC.
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8990, FAX: (904) 646-9485
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DSAP #2 LEGAL DESCRIPTION	ETM NO. 19-239-02-004
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thence departing said Southerly line and on the Northerly lines, Westerly lines, South line and East line of said lands for the next 7 courses, S 44°21'01" W, a distance 248.94 feet; thence S 88°38'46" W, a distance 550.24 feet; thence S 46°58'49" E, a distance 307.88 feet; thence N 88°37'03" E, a distance 237.76 feet; thence S 02°22'18" W, a distance 473.95 feet; thence S 88°16'36" E, a distance 450.33 feet; thence N 01°36'34" E, a distance 711.99 feet to the Northeast corner of said lands said point also being on the aforesaid Southerly line of those lands described in Official Record Book 1699, Page 1781; thence departing said East line and on said Southerly line of those lands described in Official Record Book 631, Page 31 of said Public Records, S 47°56'22" E, a distance 2961.43 feet to the Southeast corner of said lands; thence departing said Southerly line and on the Easterly line of said lands, N 38°10'15" E, a distance 382.73 feet to a point on the Southerly County Maintained Right of Way line of Lee Road said point being on a curve, concave Northwest, having of radius 85.46 feet and a central angle of 28°44'32"; thence departing said Easterly line and on said Southerly County Maintained Right of Way line and on the arc of said curve for the next 4 courses, a distance of 42.87 feet said arc being subtended by a chord which bears N 69°54'46" E, a distance of 42.42 feet to the curves end; thence N 53°02'00" E, a distance 40.64 feet to the beginning of a curve, concave Southeast, having of radius 73.38 feet and a central angle of 36°59'17"; thence on the arc of said curve a distance of 47.37 feet said arc being subtended by a chord which bears N 75°22'46" E, a distance of 46.55 feet to the curves end; thence S 71°13'20" E, a distance 279.61 feet to the Northwest corner of those lands described in Official Record Book 631, Page 31 of the aforesaid Public Records; thence departing said Southerly County Maintained Right of Way line and on the Westerly line of said lands and the Southerly prolongation thereof, S 07°40'39" W, a distance 1608.34 feet to the Southwest corner of those lands described in Official Record Book 802, Page 1281 of said Public Records; thence departing said Southerly prolongation line and on the Southerly line of said lands, S 82°19'01" E, a distance 399.49 feet to a point on the Westerly Right of Way line of Chester Road (Variable Width Right of Way); thence departing said Southerly line and on said Westerly Right of Way line for the next 3 courses, S 07°40'57" W, a distance 21.94 feet; thence S 07°43'19" W, a distance 9134.66 feet; thence S 08°41'14" W, a distance 747.21 feet to a point on the Northerly Right of Way line of Pages Dairy Road (100 foot Right of Way); thence departing said Westerly Right of Way line and on said Northerly Right of Way line for the next 8 courses, N 63°45'37" W, a distance 1908.42 feet to the beginning of a curve, concave Northeast, having a radius of 1859.00 feet and a central angle of 13°19'52"; thence on the arc of said curve a distance of 432.54 feet said arc being subtended by a chord which bears N 57°05'41" W, a distance of 431.57 feet to the curves end; thence N 50°25'45" W, a distance 1077.81 feet; thence N 51°29'02" W, a distance 1087.78 feet to the beginning of a curve, concave Southwest, having a radius of 5786.70 feet and a central angle of 12°04'58"; thence on the arc of said curve a distance of 1220.33 feet said arc being subtended by a chord which bears N 57°31'31" W, a distance of 1218.07 feet to the curves end; thence N 63°34'00" W, a distance 549.97 feet to the beginning of a curve, concave Southwest, having a radius of 2914.79 feet and a central angle of 11°37'45"; thence on the arc of said curve a distance of 591.61 feet said arc being subtended by a chord which bears N 69°22'53" W, a distance of 590.59 feet to the curves end; thence N 75°11'45" W, a distance 386.35 feet to the Southeast corner of Page Hill Unit 1, as recorded in Plat Book 6, Pages 237 and 238 of the Public Records of Nassau County, Florida; thence on the Easterly line of said Page Hill Unit 1 and on the Easterly line of Page Hill Unit 2, as recorded in Plat Book 6, Pages 318 and 319 of said Public Records and on the Easterly line of Page Hill Unit 3, as recorded in Plat Book 6, Pages 341 and 342 of said Public Records for the next 6 courses, thence N 15°14'52" E, a distance of 624.51 feet; thence N 31°18'20" E, a distance of 1600.42 feet; thence N 31°16'17" E, a distance of 1617.68 feet; thence N 31°18'20" E, a distance of 77.25 feet; thence N 31°14'20" E, a distance of 712.26 feet; thence N 15°00'35" E, a distance of 1945.10 feet to the Northeast corner of said Page Hill Unit 3, as recorded in Plat Book 6, Pages 341 and 342; thence departing said Easterly line and on the North line of said Page Hill Unit 3, S 89°08'26" W, a distance 1948.04 feet to the Northwest corner of said Page Hill Unit 3; thence departing said North line and on the Westerly line of said Page Hill Unit 3 and on the Westerly line of the aforesaid Page Hill Unit 2 and on the Westerly line of Page Hill Unit 1 as recorded in Plat Book 6, Pages 237 and 238 of said Public Record and on the Westerly line of those lands described in Official Record Book 1127, Page 877 of the Public Records of Nassau County, Florida for the next 5 courses, S 06°17'22" W, a distance 846.40 feet; thence S 15°13'56" W, a distance 1678.50 feet; thence S 15°14'27" W, a distance 1129.83 feet; thence N 80°46'29" W, a distance 416.31 feet; thence S 15°10'34" W, a distance 2205.85 feet to a point on the aforesaid Northerly Right of Way line of Pages Dairy Road; thence departing said Westerly line and on said Northerly Right of Way line for the next 2 courses, N 76°11'45" W, a distance 824.27 feet to the beginning of a curve, concave Southerly, having a radius of 1004.93 feet and a central angle of 19°06'09"; thence on the arc of said curve a distance of 335.04 feet said arc being subtended by a chord which bears N 85°44'50" W, a distance of 333.49 feet to the Southeast corner of Yulee Hills as recorded in Plat Book 4, Page 31 of the aforesaid Public Records; thence departing said Northerly Right of Way line and on the Easterly line of said Yulee Hills, N 4°55'07" W, a distance 6150.59 feet to the Northeast corner of said Yulee Hills said point also being on the Easterly line of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida. thence departing said Easterly line and on the Westerly line of Yulee Hills and also being on said Easterly line of Section 50, S 43°57'08" W, a distance 6123.00 feet to the Southwest corner of said Yulee Hills; thence departing said Westerly line and continuing on said Easterly line of Section 50, S 43°54'03" W, a distance 4814.17 feet to a point on the North Right of Way line of Pages Dairy Road (80 foot Right of Way) said point also being on a curve, concave Southeast, having of radius 449.26 feet and a central angle of 1°13'25"; thence departing said Easterly line and on said North Right of Way line and on the arc of said curve a distance of 9.59 feet said arc being subtended by a chord which bears S 75°39'19" W, a distance of 9.59 feet to a point on the North Right of Way line of Jefferson Street (75 foot Right of Way) as shown on North Yulee as recorded in Plat Book 2, Page 26 of the aforesaid Public Records; thence departing said North Right of Way line of Pages Dairy Road and on said North Right of Way line of Jefferson Street, N 89°26'08" W, a distance 1639.13 feet to the Southeast corner of those lands described in Official Record Book 325, Page 159 of said Public Records; thence departing said North Right of Way line and on the Easterly line of said lands, N 28°15'16" W, a distance 2192.02 feet to the Northeast corner of said lands said point also being on the Easterly line of those lands described in Official Record Book 1629, Page 1511 of said Public Records; thence departing said Easterly line and on said Easterly line of those lands described in Official Record Book 1629, Page 1511 and on the Easterly line of those lands described in Official Record Book 1974, Page 625 of said Public Records, N 44°18'02" E, a distance 1176.85 feet to the Northeast corner of said lands; thence departing said Easterly line and on the Northerly line of said lands and the Northwesterly prolongation thereof, N 46°33'16" W, a distance 4615.27 feet to the Northeast corner of those lands described in Official Record Book 1871, Page 1833 of said Public Records; thence departing said Northwesterly prolongation line, N 37°23'25" W, a distance 1233.89 feet; thence N 56°35'19" W, a distance 1550.05 feet to the Northeast corner of those lands described in Official Record Book 762, Page 958 of said Public Records; thence on the Northerly line of said lands and on the Northwesterly prolongation thereof, N 45°06'08" W, a distance 2178.00 feet to the Northwest corner of those lands described in Official Record Book 590, Page 920 of said Public Records; thence departing said Northwesterly prolongation line and on the Westerly line of said lands, S 44°53'52" W, a distance 2046.00 feet to the Southwest corner of said lands; thence departing said Westerly line and on the Southerly line of said lands and on the Southeasterly prolongation thereof, S 45°06'08" E, a distance 822.96 feet to a point on the Westerly line of those lands described in Official Record Book 1961, Page 1186 of said Public Records; thence departing said Southeasterly prolongation line and on the Westerly line of said lands and the Southwesterly prolongation thereof, S 50°46'31" W, a distance 417.39 feet to a point on the aforesaid Northeastly Right of Way line of U.S. Highway No. 17; thence departing said Southwesterly prolongation line and on said Northeastly Right of Way line for the next 3 courses, N 38°45'39" W, a distance 897.57 feet to the beginning of a curve, concave Northeast, having a radius of 5629.65 feet and a central angle of 5°53'00";

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ETM
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 14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8990, FAX: (904) 646-9485
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DSAP #2 LEGAL DESCRIPTION		ETM NO. 19-239-02-004
EAST NASSAU STEWARDSHIP DISTRICT		DRAWN BY: LOL
		DATE: OCTOBER 19, 2023
		PLATE NO. 2B

thence on the arc of said curve a distance of 578.07 feet said arc being subtended by a chord which bears N 35°49'09" W, a distance of 577.82 feet to the curves end; thence N 32°52'39" W, a distance 2569.25 feet to the Southeast corner of those lands described in Official Record Book 87, Page 429 of the aforesaid Public Records; thence departing said Northeasterly Right of Way line and on the Easterly line, Northerly line, and the Westerly line of said lands for the next 3 courses, N 57°07'21" E, a distance 208.70 feet; thence N 32°52'39" W, a distance 208.70 feet; thence S 57°07'21" W, a distance 208.70 feet to a point on the aforesaid Northeasterly Right of Way line of U.S. Highway No. 17; thence departing said Westerly line and on said Northeasterly Right of Way line, N 32°52'39" W, a distance 1163.92 feet to the Southeast corner of those lands described in Official Record Book 756, Page 587 of the aforesaid Public Records; thence departing said Northeasterly Right of Way line and on the Easterly line of said lands, N 57°07'21" E, a distance 85.00 feet to the Southwest corner of those lands described in Official Record Book 309, Page 673 of said Public Records; thence departing said Easterly line and on the Southerly of said lands and on the Southeasterly prolongation thereof, S 54°09'58" E, a distance 1053.12 feet to the Southeast corner of those lands described in Official Record Book 1131, Page 1698 of said Public Records; thence departing said Southeasterly prolongation line and on the Easterly line of said lands and on the Northeasterly prolongation thereof, N 57°00'06" E, a distance 909.57 feet to the Northeast corner of those lands described in Official Record Book 1171, Page 330 of said Public Records; thence departing said Northeasterly prolongation line and on the Northerly line of said lands and on the Northwesterly prolongation thereof, N 32°52'44" W, a distance 1651.85 feet to the Northwest corner of those lands described in Official Record Book 725, Page 172 of said Public Records; thence departing said Northwesterly prolongation line and on the Westerly line of said lands, S 46°25'51" W, a distance 1401.20 feet to the Point of Beginning.

Less and Except:

Crandall Road as being described below:

Crandall Road

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

Begin at the intersection of the Northeasterly Right-of-Way line of U.S. Highway No. 17 (a 137.50 foot Right-of-Way at this point) and the Easterly Right-of-Way line of Crandall Road (a 40 foot County Maintained Right-of-Way); thence on said Northeasterly Right-of-Way line, thence N 32°52'39" W, a distance 40.71 feet to a point on the Westerly Right-of-Way line of said Crandall Road; thence departing said Northeasterly Right-of-Way line and on said Westerly Right-of-Way line and on the Northerly Right-of-Way line and the Easterly Right-of-Way line of said Crandall Road for the next 29 courses, N 46°25'51" E, a distance of 481.84 feet; thence N 32°05'53" E, a distance of 2418.72 feet to the beginning of a curve, concave Northwest, having a radius of 980.00 feet and a central angle of 20°18'59"; thence on the arc of said curve a distance of 347.50 feet said arc being subtended by a chord which bears N 21°56'23" E, a distance of 345.68 feet to the curves end; thence N 11°46'53" E, a distance of 3953.5 feet; thence N 13°38'05" E, a distance of 600.31 feet; thence N 15°36'12" E, a distance of 2912.08 feet; thence N 16°05'53" E, a distance of 2532.7 feet; thence N 17°11'45" E, a distance of 3439.63 feet; thence N 16°50'41" E, a distance of 1216.59 feet; thence N 13°33'13" E, a distance of 248.97 feet; thence N 05°39'41" E, a distance of 496.30 feet; thence N 11°34'20" E, a distance of 209.70 feet to the beginning of a curve, concave Southeast, having a radius of 320.00 feet and a central angle of 28°06'20"; thence on the arc of said curve a distance of 156.97 feet said arc being subtended by a chord which bears N 25°37'30" E, a distance of 155.40 feet to the curves end; thence N 39°40'40" E, a distance of 158.24 feet; thence S 50°19'20" E, a distance of 40.00 feet; thence S 39°40'40" W, a distance of 158.24 feet to the beginning of a curve, concave Southeast, having a radius of 280.00 feet and a central angle of 28°06'20"; thence on the arc of said curve a distance of 137.35 feet said arc being subtended by a chord which bears S 25°37'30" W, a distance of 135.98 feet to the curves end; thence S 11°34'20" W, a distance of 207.64 feet; thence S 05°39'41" W, a distance of 496.99 feet; thence S 13°33'13" W, a distance of 252.88 feet; thence S 16°50'41" W, a distance of 1217.86 feet; thence S 17°11'45" W, a distance of 3439.37 feet; thence S 16°05'53" W, a distance of 2532.14 feet; thence S 15°36'12" W, a distance of 2911.22 feet; thence S 13°38'05" W, a distance of 598.98 feet; thence S 11°46'53" W, a distance of 3952.85 feet to the beginning of a curve, concave Northwest, having a radius of 1020.00 feet and a central angle of 20°18'59"; thence on the arc of said curve a distance of 361.68 feet said arc being subtended by a chord which bears S 21°56'23" W, a distance of 359.79 feet to the curves end; thence S 32°05'53" W, a distance of 2423.75 feet; thence S 46°25'51" W, a distance of 494.42 feet to the Point of Beginning.

Less and Except:

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



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DSAP #2 LEGAL DESCRIPTION

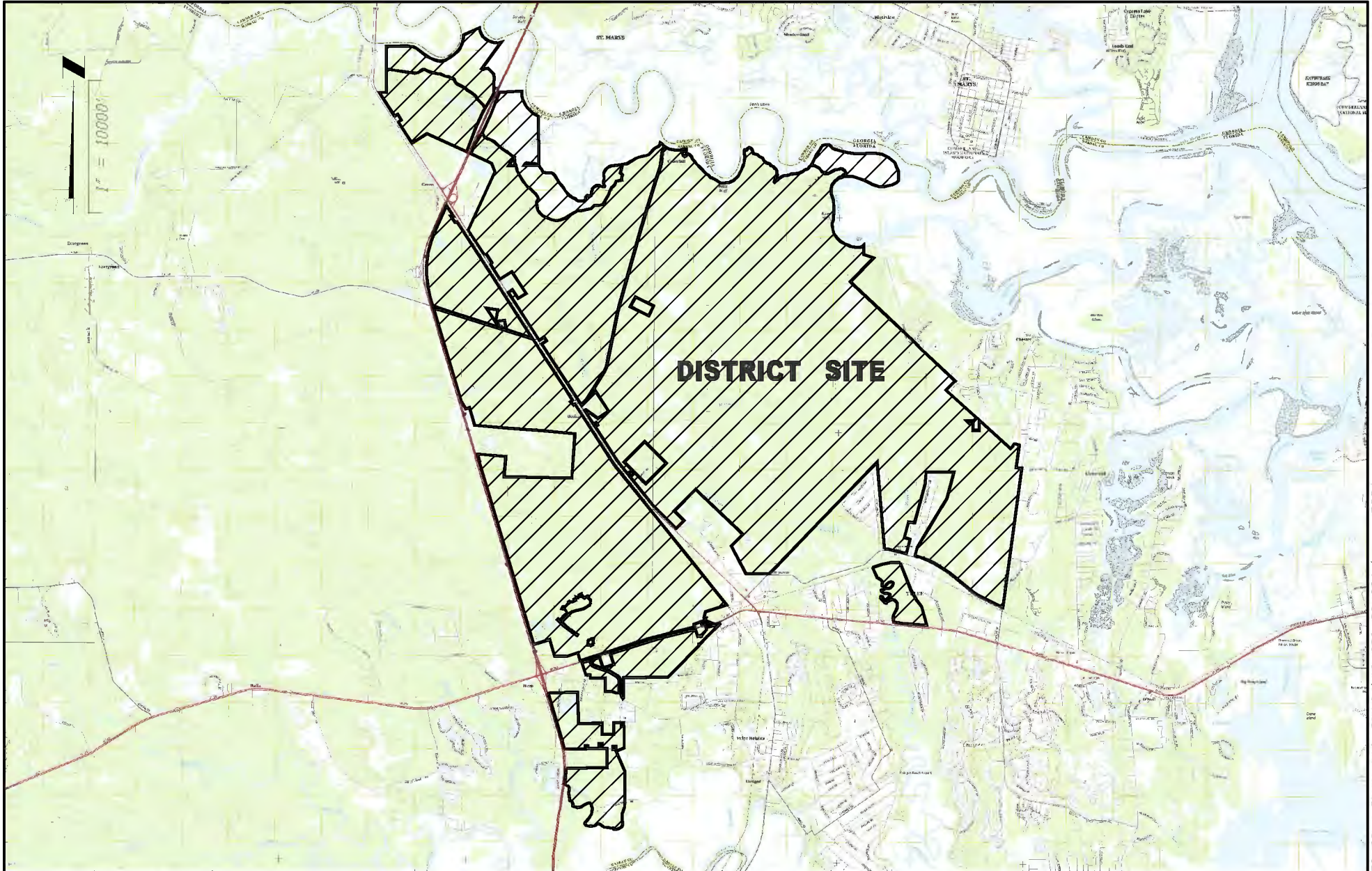
EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 19-239-02-004

DRAWN BY: LOL

DATE: OCTOBER 19, 2023

PLATE NO. 2C



PLOTTED: October 8, 2023 - 4:36 PM, BY: Zach Brecht

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TEL: (904) 642-8950, FAX: (904) 646-9485
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LOCATION MAP

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 19-239-02-004

DRAWN BY: LOL

DATE: OCTOBER 19, 2023

PLATE NO. 1

**EAST NASSAU
STEWARDSHIP DISTRICT**

8

RESOLUTION NO. 2024-06

AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$6,886,076,000 AGGREGATE PRINCIPAL AMOUNT OF EAST NASSAU STEWARDSHIP DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, IN ONE OR MORE SERIES TO PAY ALL OR A PORTION OF THE COSTS OF THE PLANNING, FINANCING, CONSTRUCTION AND/OR ACQUISITION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO ROADWAYS, STORMWATER MANAGEMENT SYSTEMS, RECREATION, DECORATIVE WALLS, FENCES, WATER, SEWER, AND RECLAIM FACILITIES, AND OTHER IMPROVEMENTS PERMITTED BY CHAPTER 2017-206, LAWS OF FLORIDA AND ASSOCIATED PROFESSIONAL FEES AND INCIDENTAL COSTS RELATED THERETO PURSUANT TO CHAPTER 2017-206, LAWS OF FLORIDA, AS AMENDED; APPOINTING A TRUSTEE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST INDENTURE; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF EAST NASSAU STEWARDSHIP DISTRICT, NASSAU COUNTY, FLORIDA, OR THE STATE OF FLORIDA OR OF ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE FROM SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE IMPROVEMENTS AND SUBJECT TO ASSESSMENT; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS; REPEALING RESOLUTION NO. 2024-03 ADOPTED OCTOBER 19, 2023; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, East Nassau Stewardship District (the "District") is a local unit of special purpose government duly organized and existing under Chapter 2017-206, Laws of Florida, as amended (the "Act"); and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District previously decided to undertake the planning, financing, construction and/or acquisition of public infrastructure improvements, including, but not limited to roadways, stormwater management systems, recreation, decorative walls, fences, water sewer, reclaim facilities and associated professional fees and incidental costs related thereto pursuant to the Act for the development area known as Detailed Specific Area Plan #1 (the "Initial Phases of Development"); and

WHEREAS, pursuant to Resolution No. 2017-25, the District authorized the issuance, in one or more series, of not to exceed \$600,000,000 aggregate principal amount of its East Nassau Stewardship

District Special Assessment Revenue Bonds (collectively, the "Initial Bonds"), in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Initial Phases of Development; and

WHEREAS, such Initial Bonds were validated and confirmed by a final judgment of the Fourth Judicial Circuit Court in and for Nassau County, Florida, rendered on July 17, 2018; and

WHEREAS, the District has decided to undertake the planning, financing, construction and/or acquisition of public infrastructure improvements in addition to the Initial Phases of Development, including, but not limited to roadways, stormwater management systems, recreation, decorative walls, fences, water, sewer, and reclaim facilities and associated professional fees and incidental costs related thereto pursuant to the Act for the development area known as Detailed Specific Area Plan #2 (the "Project"), as set forth in **Schedule I** attached hereto; and

WHEREAS, on October 19, 2023, the Board adopted Resolution No. 2024-03 (the "Prior Resolution") authorizing the issuance of not exceeding \$10,067,790,000 aggregate principal amount of the District's special assessment bonds to provide for the costs of public infrastructure for lots within the District; and

WHEREAS, the District has decided to modify the development plan affecting the additional capital improvement plan which will decrease the amount of bonds needed to finance the Project; and

WHEREAS, the Board hereby wishes to repeal the Prior Resolution and authorize the issuance of its Bonds (as defined herein); and

WHEREAS, the District again desires to authorize the issuance, in one or more series, of not to exceed \$6,886,076,000 aggregate principal amount of its East Nassau Stewardship District Special Assessment Revenue Bonds (collectively, the "Bonds"), in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, reconstruction, equipping and installation of the Project; and

WHEREAS, the Bonds represent additional bonding capacity over and above the bonding capacity represented by the Initial Bonds; and

WHEREAS, the District desires to provide the terms and conditions under which the District will acquire and cause to be constructed the improvements serving certain additional District lands; and

WHEREAS, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically the Act, to issue the Bonds; and

WHEREAS, the District desires to appoint a trustee for the Bonds; and

WHEREAS, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Bonds and to provide for the judicial validation of the Bonds pursuant to the Act;

NOW, THEREFORE, BE IT RESOLVED by East Nassau Stewardship District, as follows:

Section 1. Definitions. Capitalized terms used herein without definitions shall have the meanings assigned thereto in the Indenture described in Section 5 hereof, the form of which is set out as Exhibit A attached hereto, unless the context otherwise clearly requires.

Section 2. Authorization of Bonds. The District hereby authorizes the issuance of not to exceed \$6,886,076,000 aggregate principal amount of the Bonds (excluding any refunding Bonds issued as provided in the Indenture, hereinafter defined) in one or more series to pay all or a portion of the costs of the planning, financing, acquisition, construction, reconstruction, equipping and installation of the Project. The Bonds may be issued and delivered by the District in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale.

Section 3. Certain Details of the Bonds. The Bonds, and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District, of Nassau County, or the State of Florida (the "State"), or of any political subdivision thereof, but shall be payable solely from the Pledged Revenues designated for the Bonds, including Special Assessments levied by the District on property within the District benefited by the Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the County, or the State, nor of any political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

The Bonds shall:

- (i) be issued in one or more series and may be delivered upon receipt of the purchase price therefor, for the purpose of financing or refinancing the costs of all or a portion of the Project and may be sold at public or private sale, as provided in the Act, each series to be in an aggregate principal amount to be determined by subsequent resolution or resolutions of the District; provided, however, that the total aggregate principal amount of all series of Bonds (excluding refunding Bonds, as described in the Indenture) issued may not exceed \$6,886,076,000;
- (ii) be issued in fully registered form in such principal denominations of \$5,000 if the Bonds bear an investment grade rating by a nationally recognized rating agency, and otherwise, initially in principal amounts of \$100,000 and any integral multiple of \$5,000 in excess thereof, and thereafter, in denominations of \$5,000 or any integral multiple thereof;
- (iii) be secured and payable from the Pledged Revenues, as provided in the Indenture and any supplement thereto (a "Supplemental Indenture") and the resolution of the District relating to such series of Bonds;
- (iv) bear interest at an average annual rate not exceeding the maximum rate as may then be permitted by the laws of the State as more particularly provided in a resolution adopted by the District prior to the issuance and delivery of the Bonds;
- (v) be payable in not more than the maximum number of annual installments allowed by law (currently thirty (30) annual installments of principal); and
- (vi) be dated as provided in a resolution adopted by the District prior to the issuance and delivery of the Bonds.

The final maturity date or dates of the Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary redemption provisions thereof shall be fixed, by the Indenture hereinafter referred to, as supplemented from time to time, or by one or more resolutions of the District to be adopted prior to the delivery of the Bonds. In other

respects, the Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Indenture and a Supplemental Indenture.

Prior to the issuance and delivery of any series of Bonds (other than refunding Bonds), the District shall have undertaken and, to the extent then required under applicable law and the Supplemental Indenture for a particular series, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection proceedings, in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more specifically required and provided for by the Act and Chapter 170, Florida Statutes, as the same may be amended from time to time, or any successor statutes thereto.

Section 4. Designation of Attesting Members. The Secretary of the Board of Supervisors (the "Board") of the District, or in the case of the Secretary's absence or inability to act, any Assistant Secretary of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairman or Vice Chairman of the Board as they appear on the Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

Section 5. Authorization of Execution and Delivery of Master Trust Indenture. The District does hereby authorize and approve the execution by the Chairman, Vice-Chairman or any Designated Member and the delivery of a Master Trust Indenture (the "Indenture") for the Bonds, between the District and the trustee appointed pursuant to Section 7 of this resolution (the "Trustee"). The Indenture shall provide, among other things, for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Indenture shall be in substantially the form attached hereto as Exhibit A and is hereby approved, with such changes therein as shall be approved by the Chairman, Vice Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Indenture attached hereto.

Section 6. Sale of Bonds. Pursuant to the provisions of the Act, the Bonds may be issued in one or more series and may be delivered upon receipt of the purchase price therefor, for the purpose of financing or refinancing the costs of all or a portion of the Project and may be sold at public or private sale, after such advertisement, if any, as the Board may deem advisable but not in any event at less than ninety percent (90%) of the par value thereof, together with accrued interest thereon, unless otherwise permitted by the Act.

Section 7. Appointment of Trustee. The District does hereby appoint U.S. Bank Trust Company, National Association, as Trustee under the Indenture. The Trustee shall also serve as the Paying Agent, Registrar and Authenticating Agent under the Indenture.

Section 8. Bond Validation. District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Fourth Judicial Circuit of Florida, in and for Clay, Duval and Nassau Counties, Florida for supplemental validation of the Bonds and the proceedings incident thereto to the extent required by and in accordance with the Act. The Chairman or Vice-Chairman or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District, and the District's financial advisor are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

Section 9. Authorization and Ratification of Prior and Subsequent Acts. The members of the Board, the officers of the District, and the agents and employees of the District, are hereby authorized and directed to do all such acts and things and to execute all such documents, including, without limitation, the execution and delivery of any closing documents, as may be necessary to carry out and comply with the provisions of this resolution and the Indenture, and all of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 10. Subsequent Resolution(s) Required. Notwithstanding anything to the contrary contained herein, no series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or supplemental indenture for each such series fixing the details of such series of Bonds remaining to be specified or delegating to a Designated Member the authority to fix such details.

Section 11. Severability. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or ineffective for any reason, the remainder of this resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 12. Repeal Prior Resolution. The Prior Resolution is hereby repealed in its entirety and replaced by the provisions of this Resolution.

Section 13. Open Meetings. It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Section 286.011, Florida Statutes.

Section 14. Effective Date. This resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

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PASSED in Public Session of the Board of Supervisors of East Nassau Stewardship District this 16th day of November, 2023.

EAST NASSAU STEWARDSHIP DISTRICT

Attest:

Chairman, Board of Supervisors

Secretary, Board of Supervisors

SCHEDULE I
DESCRIPTION OF THE PROJECT
AND SUMMARY OF OPINION OF PROBABLE COSTS

The Project includes the planning, financing, acquisition, construction, reconstruction, equipping and installation of the following public infrastructure improvements and associated professional fees and incidental costs related thereto pursuant to the Act, including, without limitation, the items listed below, all of which is described in more detail in the Amended and Restated East Nassau Stewardship District Capital Improvement Plan for Detailed Specific Area Plan #2, dated November 16, 2023, prepared by England-Thims & Miller, Inc.

Improvement Category	Master Infrastructure Improvement	Neighborhood Infrastructure Improvement
Mobility Roads**	\$77,141,000	
Local Roads**	\$83,429,000	
Neighborhood Roads**	\$168,497,000	\$42,305,000
Mobility/Public Trails**	\$11,600,000	
Stormwater Management Facilities	\$57,445,000	
Utilities (Water Mains, Force Mains, Reclaim Mains, Services and Lift Stations)	\$391,293,000	\$21,368,000
Street Lighting*	\$47,334,000	\$8,665,000
Landscaping/Hardscape/Irrigation**	\$37,406,000	
Recreation	\$50,000,000	
Entry Features/Signage	\$12,500,000	
SUBTOTAL	\$936,645,000	\$72,338,000
Design, Engineering, Surveying & Permitting (12%)	\$112,397,400	\$8,680,560
Construction Cost Contingency (15%)	\$140,496,750	\$10,850,700
2023 TOTAL	\$1,189,539,150	\$91,869,260
BUILDOUT TOTAL	\$4,582,552,000	\$353,915,000

*District will enter into a Lighting Agreement with FPL for the street light poles and lighting service. Street lighting costs depicted are for the incremental cost of the undergrounding of conduit piping, transformer pads, manholes, and handholes necessary to provide electricity for adequate and appropriate street lighting along the proposed roadways. These costs do not include the leasing of or maintenance of the street lights or associated equipment.

**Only roads, mobility/public trails and landscaping/hardscape/irrigation that are open to and accessible by the public (and not behind any hard gates) will be funded by the District.

EXHIBIT A
FORM OF INDENTURE

MASTER TRUST INDENTURE

by and between

EAST NASSAU STEWARDSHIP DISTRICT

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee**

**Dated as of
[February] 1, 2024**

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EXHIBIT A - FORM OF REQUISITION

MASTER TRUST INDENTURE

THIS MASTER TRUST INDENTURE, dated as of [February] 1, 2024 , by and between **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special and limited purpose independent special district unit of local government organized and existing under the laws of the State of Florida (the "District"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association having the authority to exercise corporate trust powers of the type set forth herein, with its designated corporate trust office located at 550 West Cypress Creek Road, Suite 380, Fort Lauderdale, Florida 33309, Attention: Corporate Trust.

WHEREAS, the District is a special and limited purpose independent special district unit of local government duly organized and exiting under the provisions of Chapter 189, Florida Statutes, and the East Nassau Stewardship District Act, Chapter 2017-206, Laws of Florida, as amended (the "Act"), for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District; and

WHEREAS, the District has the power and authority under the Act to issue special assessment bonds and revenue bonds and to use the proceeds thereof to finance the cost of acquiring and constructing assessable improvements (as defined in the Act) and to levy and collect special assessments therefor as provided in the Act and Chapter 170, Florida Statutes, as amended, and to levy and collect user charges and fees therefor as provided in the Act; and

WHEREAS, additionally, the District has the power and authority under the Act to levy and collect Benefit Special Assessments (hereinafter defined); and

WHEREAS, the District has found and determined and does hereby find and determine, that acquisition and construction of the Series Projects (hereafter defined) is and will be necessary and desirable in serving the District's goal of properly managing the acquisition, construction, installation and operation of portions of the infrastructure within that portion of the District all of which is located in Nassau County, Florida; and

WHEREAS, the execution and delivery of the Bonds and of this Master Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Master Indenture a valid and binding agreement and a valid and binding lien on the Trust Estate (hereinafter defined) have been done;

NOW, THEREFORE, THIS MASTER TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the District, in consideration of the premises and acceptance by the Trustee of the trusts hereby created and the purchase and acceptance of the Bonds (hereafter defined) by the Owners (hereafter defined), and of the sum of ten dollars (\$10.00), lawful money of the United States of America, to its duly paid by the Trustee at or before the execution and delivery of this Master Indenture, and for other good and valuable consideration, the receipt of which is hereby

acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds of a Series (hereafter defined) issued hereunder according to their tenor and effect and to secure the performance and observance by the District of all of the covenants expressed or implied herein, in the Supplemental Indenture authorizing the issuance of such Series of Bonds and in the Bonds of such Series, does hereby assign and grant a security interest in the following (herein called the "Trust Estate") to the Trustee and its successors in trust, and assigns forever, for the securing of the performance of the obligations of the District herein set forth: (i) the Pledged Revenues (hereinafter defined) and Pledged Funds (hereinafter defined); and (ii) any and all property of every kind or description which may from time to time hereafter be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, granted or delivered to, or deposited with, the Trustee as security for any Series of Bonds issued pursuant to this Master Indenture by the District or anyone on its behalf or with its consent, or which pursuant to any of the provisions hereof or of the Supplemental Indenture securing such Series of Bonds may come into the possession or control of the Trustee or of a lawfully appointed receiver, as such additional security, and the Trustee is hereby authorized to receive any and all such property as and for security for the payment of such Series of Bonds and the interest and premium, if any, thereon, and to hold and apply all such property subject to the terms hereof, it being expressly understood and agreed that except as otherwise provided herein or in a Supplemental Indenture the Trust Estate established and held hereunder for Bonds of a Series shall be held separate and in trust solely for the benefit of the Owners of the Bonds of such Series and for no other Series;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or held or hereafter acquired, forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth (a) for the equal and proportionate benefit and security of all present and future Owners of the Bonds of a Series, without preference of any Bond of such Series over any other Bond of such Series, (b) for enforcement of the payment of the Bonds of a Series, in accordance with their terms and the terms of this Master Indenture and the Supplemental Indenture authorizing the issuance of such Series of Bonds, and all other sums payable hereunder, under the Supplemental Indenture authorizing such Series of Bonds or on the Bonds of such Series, and (c) for the enforcement of and compliance with the obligations, covenants and conditions of this Master Indenture except as otherwise expressly provided herein, as if all the Bonds at any time Outstanding (hereafter defined) had been authenticated, executed and delivered simultaneously with the execution and delivery of this Master Indenture, all as herein set forth.

IT IS HEREBY COVENANTED, DECLARED AND AGREED (a) that this Master Indenture creates a continuing lien equally and ratably to secure the payment in full of the principal of, premium, if any, and interest on all Bonds of a Series which may from time to time be Outstanding hereunder, except as otherwise expressly provided herein, (b) that the Trust Estate shall immediately be subject to the lien of this pledge and assignment without any physical delivery thereof or further act, (c) that the lien of this pledge and assignment shall be a first lien and shall be valid and binding against all parties having any claims of any kind in tort, contract or otherwise against the District, irrespective of whether such parties have notice thereof, and (d) that the Bonds of a Series are to be issued, authenticated and delivered, and that the Trust Estate is to be held, dealt with, and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Master Indenture and the Supplemental Indenture

authorizing the issuance of such Series of Bonds, and the District covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Owners from time to time of the Bonds of each respective Series, as follows:

ARTICLE I DEFINITIONS

Section 101. Meaning of Words and Terms. The following words and terms used in this Master Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Accountant" shall mean the independent certified public accountant or independent certified public accounting firm retained by the District to perform the duties of the Accountant under this Master Indenture.

"Accountant's Certificate" shall mean an opinion signed by an independent certified public accountant or firm of certified public accountants (which may be the Accountant) from time to time selected by the District.

"Accounts" shall mean all accounts created hereunder except amounts on deposit in the Series Rebate Account within the Rebate Fund.

"Accreted Value" shall mean, as of the date of computation with respect to any Capital Appreciation Bonds, an amount (truncated to three (3) decimal places) equal to the original principal amount of such Capital Appreciation Bonds at the date of issuance plus the interest accrued on such Bonds from the date of original issuance of such Capital Appreciation Bonds to the date of computation, such interest to accrue at the rate of interest per annum of the Capital Appreciation Bonds (or in accordance with a table of compound accreted values set forth in such Capital Appreciation Bonds), compounded semi-annually on each Interest Payment Date; provided, however, that if the date with respect to which any such computation is made is not an Interest Payment Date, the Accreted Value of any Bond as of such date shall be the amount determined by compounding the Accreted Value of such Bond as of the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance) at the rate of interest per annum of the Capital Appreciation Bonds for the partial semi-annual compounding period determined by dividing (x) the number of days elapsed (determined on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months) from the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance), by (y) one hundred eighty (180). A table of Accreted Values for the Capital Appreciation Bonds shall be incorporated in a Supplemental Indenture executed by the District upon issuance of any Capital Appreciation Bonds.

"Acquisition and Construction Fund" shall mean the fund so designated in, and created pursuant to Section 502 hereof.

"**Act**" shall mean East Nassau Stewardship District Act, Chapter 2017-206, Laws of Florida, as amended, as amended from time to time.

"**Additional Bonds**" shall mean Bonds of a Series authenticated and delivered pursuant to the terms of a Supplemental Indenture providing for the issuance of *pari passu* Additional Bonds of such Series.

"**Additional Series Project**" shall mean the acquisition and/or construction of any additions, extensions, improvements and betterments to and reconstructions of a Series Project to be financed, in whole or in part, from the proceeds of any Subordinate Debt.

"**Amortization Installments**" shall mean the moneys required to be deposited in a Series Redemption Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds, the specific amounts and dates of such deposits to be set forth in a Supplemental Indenture.

"**Assessments**" shall mean all assessments levied and collected by or on behalf of the District pursuant to the Act as amended from time to time, together with the applicable interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, as amended, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

"**Authorized Denomination**" shall mean, unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, \$5,000 if the Bonds bear an investment grade rating by a nationally recognized rating agency, and otherwise, initially in principal amounts of \$100,000 and any integral multiple of \$5,000 in excess thereof, and thereafter, in denominations of \$5,000 or any integral multiple thereof.

"**Authorized Officer**" shall mean any person authorized by the District in writing directed to the Trustee to perform the act or sign the document in question.

"**Beneficial Owners**" shall have the meaning given such term by the Depository Trust Company so long as it is the registered Owner, through its nominee Cede & Co., of the Bonds as to which such reference is made to enable such Bonds to be held in book-entry only form, and, shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

"**Benefit Special Assessments**" shall mean benefit special assessments levied and collected in accordance with Section 6(12)(b) of the Act, as amended from time to time, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Benefit Special Assessments which are not paid in full when due and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

"Bond Anticipation Notes" shall mean the bond anticipation notes authorized in Section 211 hereof, issued by the District in anticipation of the sale of a Series of Bonds.

"Bond Counsel" shall mean an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the District.

"Bond Registrar" or **"Registrar"** shall mean the bank or trust company designated as such by Supplemental Indenture with respect to a Series of Bonds for the purpose of maintaining the registry of the District reflecting the names, addresses, and other identifying information of Owners of Bonds of such Series.

"Bond Year" shall mean, unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, the period commencing on the first day of October in each year and ending on the last day of September of the following year.

"Bonds" shall mean the Outstanding Bonds of all Series.

"Business Day" shall mean any day excluding Saturday, Sunday or any other day on which banks in the cities in which the designated corporate trust office of the Trustee or the Paying Agent are located are authorized or required by law or other governmental action to close and on which the Trustee or Paying Agent, or both, is closed.

"Capital Appreciation Bonds" shall mean Bonds issued under this Master Indenture and any Supplemental Indenture as to which interest is compounded periodically on each of the applicable periodic dates designated for compounding and payable in an amount equal to the then-current Accreted Value only at the maturity or earlier redemption thereof, all as so designated in a Supplemental Indenture of the District providing for the issuance thereof.

"Capitalized Interest" shall mean, with respect to the interest due or to be due on a Series of Bonds prior to, during and for a period not exceeding one year after the completion of a Series Project to be funded by such Series, all or part of such interest which will be paid, or is expected to be paid, from the proceeds of such Series.

"Capitalized Interest Account" shall mean any Capitalized Interest Account to be established within a Series Debt Service Account by Supplemental Indenture with respect to any Series of Bonds issued under this Master Indenture, as authorized pursuant to this Master Indenture.

"Chairman" shall mean the Chairman of the Governing Body of the District or his or her designee or the person succeeding to his or her principal functions.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor provisions thereto and the regulations promulgated thereunder or under the Internal Revenue Code of 1954, as amended, if applicable, or any successor provisions thereto.

"Completion Bonds" shall mean Bonds issued pursuant to a Supplemental Indenture ranking on a parity with the Series of Bonds issued under such Supplemental Indenture, the proceeds of which are to be used to complete the Series Project.

"Connection Fees" shall mean all fees and charges assessed by the District to users for the actual costs of connecting to a utility system of the District.

"Consulting Engineers" shall mean the independent engineer or engineering firm or corporation employed by the District in connection with any Series Project to perform and carry out the duties of the Consulting Engineer under this Master Indenture or any Supplemental Indenture.

"Cost" as applied to a Series Project or Additional Series Project, shall include the cost of acquisition and construction thereof and all obligations and expenses relating thereto including, but not limited to, those items of cost which are set forth in Section 403 hereof.

"Credit or Liquidity Facility" shall mean a letter of credit, a municipal bond insurance policy, a surety bond or other similar agreement issued by a banking institution or other entity satisfactory to the District and providing for the payment of the principal of, interest on or purchase price of a Series of Bonds or any alternate or substitute Credit or Liquidity Facility if then in effect.

"Current Interest Bonds" shall mean Bonds of a Series the interest on which is payable at least annually.

"Date of Completion" with respect to a Series Project or Additional Series installed Project shall mean: (i) the date upon which such Project and all components thereof have been acquired or constructed and are capable of performing the functions for which they were intended, as evidenced by a certificate of the Consulting Engineer filed with the Trustee and the District; or (ii) the date on which the District determines, upon the recommendation of or in consultation with the Consulting Engineer, that it cannot complete such Project in a sound and economical manner within a reasonable period of time as evidenced by a certificate of the Consulting Engineer of the District filed with the Trustee and the District; provided that in each case such certificate of the Consulting Engineer shall set forth the amount of all Costs of such Project which has theretofore been incurred, but which on the Date of Completion is or will be unpaid or unreimbursed.

"Debt Service" shall mean collectively the principal (including Amortization Installments), interest, and redemption premium, if any, payable with respect to the Bonds.

"Debt Service Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Delinquent Assessments" shall mean, collectively, any and all installments of any Assessments which are not paid when due, including any applicable grace period under State law or District proceedings.

"Depository" shall mean any bank or trust company duly authorized by law to engage in the banking business and designated by the District as a depository of moneys subject to the provisions of this Master Indenture.

"Direct Billed" shall mean Assessments or Maintenance Special Assessments, as applicable within the context in which such reference is made, which are billed directly by the District rather than collected on the tax bill using the Uniform Method.

"**District**" shall mean the East Nassau Stewardship District a special and limited purpose independent special district established pursuant to Chapter 189, Florida Statutes, and the Act or any successor thereto which succeeds to the obligations of the District hereunder.

"**Engineers' Certificate**" shall mean a certificate of the Consulting Engineers or of such other engineer or firm of engineers having a favorable repute for skill and experience in the engineering matters with respect to which such certification is required by this Master Indenture.

"**Federal Securities**" shall mean, to the extent permitted by law for investment as contemplated in this Master Indenture and any Supplemental Indenture, (i) Government Obligations, (ii) any Tax Exempt Obligations which are fully secured as to principal and interest by an irrevocable pledge of Government Obligations, which Government Obligations are segregated in trust and pledged for the benefit of the holders of the Tax Exempt Obligations, (iii) certificates of ownership of the principal or interest of Government Obligations, which Government Obligations are held in trust and (iv) investment agreements at least 100% collateralized by obligations described in clauses (i), (ii) or (iii) above.

"**Fiscal Year**" shall mean the fiscal year of the District in effect from time to time, which shall initially mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

"**Funds**" shall mean all funds created hereunder, except the Rebate Fund.

"**Governing Body**" shall mean the Board of Supervisors of the District.

"**Government Obligations**" shall mean direct obligations of, or obligations the payment of which is unconditionally guaranteed by, the United States of America.

"**Indenture**" shall mean this Master Indenture, as amended and supplemented from time to time by a Supplemental Indenture or indentures, and, shall mean when used with respect to a Series of Bonds issued hereunder, this Master Indenture, as amended and supplemented by the Supplemental Indenture relating to such Series of Bonds.

"**Insurer**" shall mean the issuer of any municipal bond insurance policy insuring the timely payment of the principal of and interest on Bonds or any Series of Bonds.

"**Interest Payment Date**" shall mean the dates specified in a Supplemental Indenture with respect to a Series of Bonds upon which the principal of and/or interest on Bonds of such Series shall be due and payable in each Bond Year.

"**Investment Obligations**" shall mean and include, except as otherwise provided in the Supplemental Indenture providing for the authorization of Notes or Bonds, mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District;

- (i) Government Obligations;

(ii) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government - sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the United States of America; Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Financing Bank; Federal Home Loan Bank System; Export-Import Bank of the United States; Farmers Home Administration; Small Business Administration; Inter-American Development Bank; International Bank for Reconstruction and Development; Federal Land Banks; the Federal National Mortgage Association; the Government National Mortgage Association; the Tennessee Valley Authority; or the Washington Metropolitan Area Transit Authority;

(iii) Direct and general obligations of any state of the United States, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, if at the time of their purchase such obligations are rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

(iv) Negotiable or non-negotiable certificates of deposit, Time Deposits or other similar banking arrangements issued by any bank or trust company, including the Trustee, or any federal savings and loan association, the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC's Savings Association Insurance Fund), which securities, to the extent that the principal thereof exceeds the maximum amount insurable by the Federal Deposit Insurance Corporation and, therefore, are not so insured, shall be fully secured to the extent permitted by law as to principal and interest by the securities listed in subsection (i), (ii) or (iii) above; provided, however, that with respect to securities used to secure securities hereunder, in addition to direct and general obligations of any political subdivision or instrumentality of any such state, to the payment of the principal of and interest on which the full faith and credit of such subdivision or instrumentality is pledged if such obligations are initially rated in one of the three highest rating categories without regard to gradations within any such categories by either S&P or Moody's; provided, further that

(v) Bank or broker repurchase agreements fully secured by securities specified in (i) or (ii) above, which may include repurchase agreements with the commercial banking department of the Trustee, provided that such securities are deposited with the Trustee, with a Federal Reserve Bank or with a bank or trust company (other than the seller of such securities) having a combined capital and surplus of not less than \$100,000,000;

(vi) A promissory note of a bank holding company rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

(vii) Any short term government fund or any money market fund whose assets consist of (i), (ii) and (iii) above;

(viii) Commercial paper which at the time of purchase is rated in the highest rating category without regard to gradations with such category by either S&P or Moody's;

(ix) (A) Certificates evidencing a direct ownership interest in non-callable Government Obligations or in future interest or principal payments thereon held in a custody account by a custodian satisfactory to the Trustee, and (B) obligations of any state of the United States of America or any political subdivision, public instrumentality or public authority of any such state which are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and which are fully secured by and payable solely from non-callable Government Obligations held pursuant to an escrow agreement;

(x) deposits, Federal funds or bankers' acceptances (with term to maturity of 270 days or less) of any bank, including the Trustee Bank, which, at the time of deposit, has an unsecured, uninsured and unguaranteed obligation rated in one of the top two rating categories by both Moody's and S&P; and

(xi) the Local Government Surplus Funds Trust Fund as described in Section 218.405, Florida Statutes, or the corresponding provisions of subsequent laws.

The Trustee shall be entitled to rely that any investment direction by an Authorized Officer of the Issuer is permitted hereunder and is a legal investment for funds of the District.

"Letter of Credit Agreement" shall mean any financing agreement relating to a Credit Facility for so long as such agreement will be in effect.

"Liquidity Agreement" shall mean any financing agreement relating to a Liquidity Facility for so long as such agreement will be in effect.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of a Series of Bonds then Outstanding or all of the Bonds then Outstanding, as applicable in the context within which such reference is made.

"Master Indenture" shall mean this Master Trust Indenture, as amended and supplemented from time to time in accordance with the provisions hereof.

"Maturity Amount" shall mean the amount due at maturity with respect to a Capital Appreciation Bond.

"Maximum Annual Debt Service Requirement" shall mean, at any given time of determination, the greatest amount of principal, interest and Amortization Installments coming due in any current or future Bond Year with regard to the Series of Bonds for which such calculation is made; provided, the amount of interest coming due in any Bond Year shall be reduced to the extent moneys derived from the proceeds of Bonds are used to pay interest in such Bond Year.

"Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, Moody's will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

"Maintenance Special Assessments" shall mean assessments described in Section 2(2)(f) of the Act, for the maintenance of District facilities or the operations of the District.

"Option Bonds" shall mean Current Interest Bonds, which may be either Serial or Term Bonds, which by their terms may be tendered by and at the option of the Owner for purchase prior to the stated maturity thereof.

"Outstanding" when used with reference to Bonds, shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under this Master Indenture, except:

(i) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(ii) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or redemption price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under this Master Indenture or Supplemental Indenture with respect to Bonds of any Series and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made for the giving of such notice as provided in Article III hereof or in the Supplemental Indenture relating to the Bonds of any Series;

(iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to this Master Indenture and the Supplemental Indenture with respect to Bonds of a Series unless proof satisfactory to the Trustee is presented that any such Bonds are held by a bona fide purchaser in due course; and

(iv) Bonds paid or deemed to have been paid as provided in this Master Indenture or in a Supplemental Indenture with respect to Bonds of a Series, including Bonds with respect to which payment or provision for payment has been made in accordance with Article XII hereof.

In addition, Bonds actually known by the Trustee to be held by or for the District will not be deemed to be Outstanding for the purposes and within the purview of Article IX and Article XI of this Master Indenture.

"Owner" or **"Owners"** shall mean the registered owners from time to time of Bonds.

"Paying Agent" shall mean the bank or trust company designated by Supplemental Indenture with respect to a Series of Bonds as the place where Debt Service shall be payable with respect to such Series of Bonds and which accepts the duties of Paying Agent under this Master Indenture and under such Supplemental Indenture.

"Pledged Funds" shall mean all of the Series Pledged Funds.

"Pledged Revenues" shall mean all of the Series Pledged Revenues.

"**Prepayments**" shall mean any Assessments or Benefit Special Assessments, or portions thereof, which shall be paid to the District prior to the time such amounts become due. Prepayments shall not include any interest paid on such Assessments.

"**Principal and Interest Requirement**" shall mean with respect to a Series of Bonds, the respective amounts which are required in each Bond Year to provide (less any amounts already on deposit in the applicable funds and accounts held under the related Series Trust Estate):

(i) for paying the interest on all Bonds of such Series then Outstanding which is payable in such Bond Year;

(ii) for paying the principal or Maturity Amount of all Serial Bonds of such Series then Outstanding which is payable in such Bond Year; and

(iii) the Amortization Installments on the Term Bonds of such Series of Bonds, if any, payable in such Bond Year.

"**Property Appraiser**" shall mean the Property Appraiser of Nassau County, Florida, or the person succeeding to such officer's principal functions.

"**Rebate Amount**" shall mean the amount, if any, required to be rebated to the United States pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder.

"**Rebate Analyst**" shall mean the person or firm selected by the District to calculate the Rebate Amount, which person or firm shall have recognized expertise in the calculation of the Rebate Amount.

"**Rebate Fund**" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"**Record Date**" shall mean the fifteenth (15th) day of the calendar month next preceding any Debt Service payment date or, in the case of any proposed redemption of Bonds, the fifth (5th) day next preceding the date of mailing of notice of such redemption, or if either of the foregoing days is not a Business Day, then the Business Day immediately preceding such day.

"**Redemption Price**" shall mean the principal of, premium, if any, and interest accrued to the date fixed for redemption of any Bond called for redemption pursuant to the provisions thereof, hereof and of the Supplemental Indenture pursuant to which such Bond is issued.

"**Refunding Bonds**" shall mean Bonds issued pursuant to provisions of this Master Indenture, the proceeds of which are used to refund one or more Series of Outstanding Bonds.

"**Reserve Fund**" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"**Revenue Fund**" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"**S&P**" shall mean S&P Global Ratings, a division of McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and its assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, S&P will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

"**Secretary**" shall mean the Secretary or any Assistant Secretary to the Governing Body, or his or her designee or the person succeeding to his or her principal functions.

"**Serial Bonds**" shall mean Bonds (other than Term Bonds) that mature in annual or semi-annual installments.

"**Series**" shall mean all of the Bonds authenticated and delivered on original issuance of a stipulated aggregate principal amount in a simultaneous transaction under and pursuant to the same Supplemental Indenture and any Bonds thereafter authenticated and delivered in lieu of or in substitution therefor pursuant to this Master Indenture and such Supplemental Indenture regardless of variations in maturity, interest rate or other provisions; provided, however, two or more Series of Bonds may be issued simultaneously under the same Supplemental Indenture if designated as separate Series of Bonds by the District upon original issuance.

"**Series Acquisition and Construction Account**" shall mean the account within the Acquisition and Construction Fund with respect to each Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"**Series Debt Service Account**" shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in and created pursuant to Section 502 hereof.

"**Series Interest Account**" shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

"**Series Pledged Funds**" shall mean all amounts on deposit from time to time in the Funds and Accounts and designated in the Supplemental Indenture relating to such Series of Bonds as pledged to the payment of such Series of Bonds; provided, however, such term shall not include any amounts on deposit in a Series Rebate Account in the Rebate Fund.

"**Series Pledged Revenues**" shall mean the revenues designated as such by Supplemental Indenture and which shall constitute the security for and source of payment of a Series of Bonds and may consist of Assessments, Benefit Special Assessments, Connection Fees or other user fees or other revenues or combinations thereof imposed or levied by the District in accordance with the Act.

"**Series Principal Account**" shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

"**Series Project**" or "**Series Projects**" shall mean the acquisition, construction, equipping and/or improvement of capital projects to be located within or without the District for the benefit of the District to be financed with all or a part of the proceeds of a Series of Bonds as shall be described in the Supplemental Indenture authorizing such Series of Bonds.

"**Series Rebate Account**" shall mean the account in the Rebate Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"**Series Redemption Account**" shall mean the account so designated in, and created pursuant to, Section 502 hereof.

"**Series Reserve Account**" shall mean the Reserve Account for the Series of Bonds, if any, established in the Reserve Fund by Supplemental Indenture in an amount equal to the Series Reserve Account Requirement for such Series of Bonds.

"**Series Reserve Account Requirement**" shall mean the amount of money or other security which may be in the form of a reserve fund insurance policy or other security as may be required by the terms of a Supplemental Indenture to be deposited in or credited to a Series Reserve Account for each Series of Bonds provided, however, that unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, as of any date of calculation for a particular Series Reserve Account, the "Series Reserve Account Requirement" shall be an amount equal to the lesser of: (A) Maximum Annual Debt Service Requirement for all Outstanding Bonds of such Series, (B) 125% of the average annual debt service for all Outstanding Bonds of such Series, or (C) the aggregate of 10% of the proceeds of the Bonds of such Series calculated as of the date of original issuance thereof. In computing the Series Reserve Account Requirement in respect of any Series of Bonds that constitute Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be the greater of: (1) 110% of the daily average interest rate on such Variable Rate Bonds during the 12 months ending with the month preceding the date of calculation, or such shorter period of time that such Series of Bonds shall have been Outstanding, or (2) the actual rate of interest borne by such Variable Rate Bonds on such date of calculation; provided, in no event shall the Series Reserve Account Requirement as adjusted on such date of calculation exceed the lesser of the amounts specified in the immediately preceding sentence. In computing the Series Reserve Account Requirement in accordance with clause (C) of this definition in respect of any Capital Appreciation Bonds, the principal amount of such Bonds shall be the original principal amount thereof, not the Accreted Value. A Supplemental Indenture may provide that the Series Reserve Account Requirement for a Series is zero.

"**Series Revenue Account**" shall mean the Revenue Account for a Series of Bonds established in the Revenue Fund by Supplemental Indenture for such Series of Bonds.

"**Series Trust Estate**" shall mean the Trust Estate for a Series of Bonds established by Supplemental Indenture for such Series of Bonds.

"**State**" shall mean the State of Florida.

"**Subordinate Debt**" shall mean indebtedness secured hereby or by any Supplemental Indenture which is by its terms expressly subordinate and inferior hereto both in lien and right of payment.

"**Supplemental Indenture**" shall mean an indenture supplemental hereto authorizing the issuance of a Series of Bonds hereunder and establishing the terms thereof and the security therefor and shall also mean any indenture supplementary hereto entered into for the purpose of amending the terms and provisions hereof with respect to all Bonds in accordance with Article XI hereof.

"**Taxable Bonds**" shall mean Bonds of a Series which are not Tax Exempt Bonds.

"**Tax Collector**" shall mean the Tax Collector of Nassau County, Florida, or the person succeeding to such officer's principal functions.

"**Tax Exempt Bonds**" shall mean Bonds of a Series the interest on which, in the opinion of Bond Counsel on the date of original issuance thereof, is excludable from gross income for federal income tax purposes.

"**Tax Exempt Obligations**" shall mean any bond, note or other obligation issued by any person, the interest on which is excludable from gross income for federal income tax purposes.

"**Term Bonds**" shall mean Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments or are subject to extraordinary mandatory or mandatory redemption upon receipt of unscheduled Pledged Revenues.

"**Time Deposits**" shall mean time deposits, certificates of deposit or similar arrangements with any bank or trust company, including the Trustee or an affiliate thereof, which is a member of the Federal Deposit Insurance Corporation and any Federal or State savings and loan association which is a member of the Federal Deposit Insurance Corporation or its successors and which are secured or insured in the manner required by State law.

"**Trust Estate**" shall have the meaning ascribed to such term in the granting clauses hereof, including, but not limited to, the Pledged Revenues and Pledged Funds.

"**Trustee**" shall mean U.S. Bank Trust Company, National Association with its designated office in Fort Lauderdale, Florida and any successor trustee appointed or serving pursuant to Article VI hereof.

"**Uniform Method**" shall mean the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes.

"**Variable Rate Bonds**" shall mean Current Interest Bonds, which may be either Serial Bonds or Term Bonds, issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the entire term thereof at the date of issue, which Bonds may also be Option Bonds.

"**Vice Chairman**" shall mean the Vice Chairman of the Governing Body of the District or his or her designee or the person succeeding to his or her principal functions.

Section 102. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context

shall otherwise indicate, the words "Bond," "Owner," "person," "Paying Agent," and "Bond Registrar" shall include the plural as well as the singular number and the word "person" shall mean any individual, corporation partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof. All references to Florida Statutes or other provisions of State law shall be deemed to include any and all amendments thereto.

ARTICLE II FORM, EXECUTION, DELIVERY AND DESIGNATION OF BONDS

Section 201. Issuance of Bonds. For the purpose of providing funds for paying all or part of the Cost of a Series Project, Bonds of a Series, without limitation as to aggregate principal amount, may be issued under this Master Indenture subject to the conditions hereinafter provided in Section 207 of this Article. Debt Service on each Series of Bonds shall be payable solely from the Pledged Revenues and Pledged Funds pledged to such Series of Bonds in the Supplemental Indenture authorizing the issuance of such Series of Bonds, as may be provided in such Supplemental Indenture, and all of the provisions of this Master Indenture shall be for the benefit and security of the present and future Owners of such Series of Bonds so issued, without preference, priority or distinction, as to lien or otherwise, of any one Bond of such Series over any other Bond of such Series. The District may also issue from time to time, Additional Bonds, Completion Bonds and Refunding Bonds of a Series under and pursuant to the terms of the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 202. Details of Bonds. Bonds of a Series shall be in such denominations, numbered consecutively, shall bear interest from their date until their payment at rates not exceeding the maximum rate permitted by law, shall be dated, shall be stated to mature in such year or years in accordance with the Act, and shall be subject to redemption prior to their respective maturities, subject to the limitations hereinafter provided, as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series may be Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds, Option Bonds or any combination thereof and may be secured by a Credit and/or Liquidity Facility, all as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series (or a part of a Series) may be in book-entry form at the option of the District as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Debt Service shall be payable in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. Interest shall be paid to the registered Owner of Bonds at the close of business on the Record Date for such interest; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 hereof, the payment of interest and principal or Redemption Price or Amortization Installments pursuant hereto shall be made by the Paying Agent to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of a Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation of the Bond at the designated corporate trust office of the Paying Agent in Fort Lauderdale, Florida;

provided, however there shall be no need to present if the Bonds are held under DTC's book-entry only system. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment by delivery of written notice to the Paying Agent prior to the Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than \$1,000,000, or, if less than such amount, all of the Outstanding Bonds of a Series, in aggregate principal amount of the Bonds). Unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, interest on a Series of Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

Section 203. Execution and Form of Bonds. The Bonds shall be signed by, or bear the facsimile signature of the Chairman, shall be attested and countersigned by the Secretary, and the certificate of authentication appearing on the face of the Bonds shall be signed by, or bear the facsimile signature of the Trustee; provided, however, that each Bond shall be manually signed by either the Chairman, the Secretary or the Trustee. The official seal of the District shall be imprinted or impressed on the Bonds. In case any officer whose signature or a facsimile of whose signature appears on any Bond shall cease to be such officer before the delivery of such Bond, such signature or such facsimile shall nevertheless be valid for all purposes the same as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be proper officers to execute such Bond although at the date of such Bond such persons may not have been such officers. The Bonds, and the provisions for registration and transfer to be endorsed on such Bonds, shall be substantially in the form set forth in a Supplemental Indenture. The Trustee may appoint one or more authenticating agents.

Section 204. Negotiability, Registration and Transfer of Bonds. The District shall cause books for the registration and for the transfer of the Bonds as provided in this Master Indenture to be kept by the Bond Registrar. All Bonds shall be registered as to both principal and interest. Any Bond may be transferred only upon an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. No charge shall be made to any Owner for registration and transfer as hereinabove provided, but any Owner requesting any such registration or transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The Bond Registrar shall not be required to transfer any Bond during the period between the Record Date and the Interest Payment Date next succeeding the Record Date of such Bond, during the period between the Record Date for the mailing of a notice of redemption and the date of such mailing, nor after such Bond has been selected for redemption. The Bonds shall be and have all the qualities and incidents of negotiable instruments under the laws of the State, and each successive Owner, in accepting any of the Bonds, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State.

Section 205. Ownership of Bonds. The person in whose name any Bond shall be registered shall be deemed the absolute owner thereof for all purposes, and payment of Debt Service shall be made only to or upon the order of the registered owner thereof or his attorney or legal representative as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The Trustee,

the District, the Bond Registrar and the Paying Agent may deem and treat the registered owner of any Bond as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Trustee, the District, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

Section 206. Special Obligations. Each Series of Bonds shall be a special and direct obligation of the District. Neither the Bonds nor the interest and premium, if any, payable thereon shall constitute a general obligation or general indebtedness of the District within the meaning of the Constitution and laws of Florida. The Bonds and the interest and premium, if any, payable thereon do not constitute either a pledge of the full faith and credit of the District or a lien upon any property of the District other than as provided herein or in the Supplemental Indenture authorizing the issuance of such Series of Bonds. No Owner or any other person shall ever have the right to compel the exercise of any ad valorem taxing power of the District or any other public authority or governmental body to pay Debt Service or to pay any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds. Rather, Debt Service and any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds, shall be payable solely from, and shall be secured solely by, the Series Pledged Revenues and the Series Pledged Funds pledged to such Series of Bonds, all as provided herein and in such Supplemental Indenture.

Section 207. Authorization of Bonds. There shall be issued from time to time in Series, under and secured by this Master Indenture, Bonds without limitation as to aggregate principal amount for the purposes of: (i) paying all or part of the Cost of a Project or Projects or refunding an Outstanding Series of Bonds or any portion thereof; (ii) depositing the Series Reserve Account Requirement to the Series Reserve Account for such Series of Bonds; (iii) paying the costs and expenses of issuing such Series of Bonds and (iv) undertaking other acts permitted by the Act.

Each Series of Bonds, upon initial issuance thereof, shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of the following:

- (i) an executed and attested original or certified copy of this Master Indenture;
- (ii) an executed and attested original or certified copy of the Supplemental Indenture fixing the amount of and security for the Series of Bonds authorized to be issued thereby and establishing, among other things, the dates on which, and the amounts in which, such Series of Bonds will mature (provided that the final maturity date of such Series of Bonds shall be not later than permitted by the Act with respect to such Series of Bonds), designating the Paying Agent and Bond Registrar, fixing the Amortization Installments, if any, for the Term Bonds of such Series, awarding the Series of Bonds, specifying the interest rates or the method for calculating such interest rates with respect to such Series of Bonds, specifying the redemption provisions and prices thereupon, specifying other details of such Series of Bonds, and directing the delivery of such Series of Bonds to or upon the order of the initial purchaser thereof upon payment of the purchase price therefor set forth in such Supplemental Indenture;

(iii) an opinion of counsel for the District substantially to the effect that the signer is of the opinion that this Master Indenture and the Supplemental Indenture relating to such Series of Bonds have been duly and validly authorized in accordance with the terms hereof and of the Act, and have been duly approved and adopted, that the issuance of such Series of Bonds has been duly authorized, and that this Master Indenture and the Supplemental Indenture constitute binding obligations of the District, enforceable against the District in accordance with their terms except as enforcement thereof may be affected by bankruptcy and other similar laws relating to creditor's rights generally [and subject to equitable principles, whether in a proceeding at law or in equity and that the Assessments are legal, valid, and binding liens upon the property against which the Assessments are made, coequal with the lien of all State, County and municipal ad valorem taxes and superior in priority to all other liens, titles and claims against said property then existing or thereafter created, until paid]; and

(iv) an opinion of Bond Counsel for the District substantially to the effect that the signer is of the opinion that the Bonds of such Series are valid, binding and enforceable obligations of the District and, if such Series of Bonds are not Taxable Bonds, that interest thereon is excludable from gross income of the Owners under the income tax laws of the United States in effect on the date such Series of Bonds are delivered to their initial purchasers.

The Trustee shall be provided with reliance letters with respect to the opinions required in paragraphs (iii) and (iv) above. When the documents mentioned in subsections (i) through (iv) above shall have been received, and when the Bonds of such Series shall have been executed and authenticated as required by this Master Indenture, such Series of Bonds shall be delivered to, or upon the order of, the District, but only upon payment to the Trustee of the purchase price of such Series of Bonds, together with accrued interest, if any, thereon as set forth in a certificate of delivery and payment executed by the Chairman or Vice Chairman of the District.

Payment to the Trustee of the purchase price of a Series of Bonds upon its issuance shall be conclusive evidence upon which the Trustee can rely that the foregoing conditions have been met to the satisfaction of the District and the Underwriter.

To the extent not set forth in the Supplemental Indenture authorizing the issuance of a Series of Bonds, the proceeds (including accrued interest and any premium) of each Series of Bonds shall be applied as soon as practicable upon delivery thereof to the Trustee as follows:

(i) the amount received as accrued interest on the Bonds, if any, shall be deposited to the credit of the Series Interest Account, and Capitalized Interest, if any, shall be deposited to the credit of the Series Interest Account;

(ii) an amount equal to the Series Reserve Account Requirement, if applicable, or the initial cost of satisfying the Series Reserve Account Requirement if not satisfied by the deposit of cash, shall be deposited to the credit of the Series Reserve Account; and

(iii) the balance shall be deposited and applied as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 208. Temporary Bonds. Pending delivery of definitive Bonds, there may be executed, authenticated, and delivered to the Owners thereof, in lieu of definitive Bonds and

subject to the same limitations and conditions except as to identifying numbers, temporary printed, engraved, lithographed or typewritten Bonds in Authorized Denominations, substantially of the tenor set forth in the Bond form to be set forth in the Supplemental Indenture authorizing such Series of Bonds. The District shall cause definitive Bonds to be prepared and to be executed, endorsed, registered and delivered to the Trustee, and the Trustee, upon presentation to it of any temporary Bond, shall cancel the same or cause the same to be canceled and cause to be authenticated and delivered, in exchange therefor, at the place designated by the Owner, without expense to the Owner, definitive Bonds of the same Series and in the same aggregate principal amount, maturing on the same date and bearing interest or yield to maturity at the same rate as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits of this Master Indenture and any Supplemental Indenture as the definitive Bonds to be issued hereunder.

Section 209. Mutilated, Destroyed or Lost Bonds. If any Bonds become mutilated or destroyed or lost, the District may cause to be executed, and the District may cause to be delivered, a new Bond in substitution therefor upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, and upon payment by the Owner of the reasonable expenses and charges of the District and the Trustee in connection therewith and, in the case of a Bond destroyed or lost, upon the Owner filing with the Trustee evidence satisfactory to it that such Bond was destroyed or lost and of his or her ownership thereof, and upon furnishing the District and the Trustee with indemnity satisfactory to them.

Section 210. Pari Passu Obligations Under Credit Agreements. As may be provided for or required in any Supplemental Indenture, the District may incur financial obligations under a Letter of Credit Agreement or a Liquidity Agreement payable *pari passu* with respect to the lien on the Trust Estate pledged to a Series of Bonds issued under this Master Indenture and a Supplemental Indenture, without meeting any financial test or requirement set forth in this Master Indenture or the corresponding Supplemental Indenture, but only if the Letter of Credit Agreement or Liquidity Agreement supports a related Series of Bonds then being issued which does meet such tests or requirements.

Section 211. Bond Anticipation Notes. Whenever the District shall authorize the issuance of a Series of Bonds, the District may by resolution authorize the issuance of Bond Anticipation Notes in anticipation of the sale of such authorized Series of Bonds in a principal amount not exceeding the principal amount of such Series. The aggregate principal amount of Bonds of such Series and all other Bonds previously authenticated and delivered to pay the Cost of the Series Project or Projects for which the proceeds of the Bond Anticipation Notes will be applied shall not exceed such Cost. The interest on such Bond Anticipation Notes may be payable out of the related Series Interest Account to the extent provided in the resolution of the District authorizing such Bond Anticipation Notes. The principal of and interest on such Bond Anticipation Notes and renewals thereof shall be payable from any moneys of the District available therefor or from the proceeds of the sale of the Series of Bonds in anticipation of which such Bond Anticipation Notes are issued. The proceeds of sale of Bond Anticipation Notes shall be applied to the purposes for which the Bonds anticipated by such Bond Anticipation Notes are authorized and shall be deposited in the appropriate Fund or Account established by the Indenture for such purposes; provided, however, that the resolution or resolutions authorizing such Bond Anticipation Notes may provide for the payment of interest on such Bond Anticipation Notes from the proceeds

of sale of such Bond Anticipation Notes and for the deposit, in the related Series Interest Account. In the event that the District adopts a resolution authorizing the issuance of Bond Anticipation Notes, the District will promptly furnish to the Trustee a copy of such resolution, certified by an Authorized Officer, together with such information with respect to such Bond Anticipation Notes as the Trustee may reasonably request, including, without limitation, information as to the paying agent or agents for such Bond Anticipation Notes. The Trustee shall have no duties or obligations to the holders of such Bond Anticipation Notes unless specifically so authorized by the resolution of the District authorizing the issuance of such Bond Anticipation Notes and unless the Trustee accepts in writing such duties and obligations.

Section 212. Tax Status of Bonds. Any Series of Bonds issued under this Master Indenture either (i) may be issued as Tax Exempt Bonds, or (ii) may be issued as Taxable Bonds. The intended tax status of any Series of Bonds to be issued may be referenced in any Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 213. Qualification for the Depository Trust Company. To the extent provided in a Supplemental Indenture or authorized and directed by a Resolution of the District authorizing the issuance of a Series of Bonds, the Trustee shall be authorized to enter into agreements with The Depository Trust Company, New York, New York ("DTC") and other depository trust companies, including, but not limited to, agreements necessary for wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC, and other depository trust companies in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC and other depository trust companies (or any of their designees identified to the Trustee) by overnight delivery, courier service, telegram, telecopy or other similar means of communication.

So long as there shall be maintained a book-entry-only system with respect to a Series of Bonds, the following provisions shall apply:

Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, each Series of Bonds shall initially be registered in the name of Cede & Co. as nominee for DTC, which will act initially as securities depository for the Bonds and so long as the Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof. On original issue, such Bonds shall be deposited with DTC, which shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("Direct Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Bonds ("Beneficial Owners").

Principal and interest on the Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

The Bonds registered in the name of Cede & Co. shall initially be issued in the form of one fully registered Bond for each maturity of each Series registered in the name of Cede & Co. and shall be held in such form until maturity. Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Bonds, through Direct Participants and Indirect Participants.

DURING THE PERIOD FOR WHICH CEDE & CO. IS REGISTERED OWNER OF THE BONDS, ANY NOTICES TO BE PROVIDED TO ANY REGISTERED OWNER WILL BE PROVIDED TO CEDE & CO. DTC SHALL BE RESPONSIBLE FOR NOTICES TO DIRECT PARTICIPANTS AND DIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES TO INDIRECT PARTICIPANTS, AND DIRECT PARTICIPANTS AND INDIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES TO BENEFICIAL OWNERS.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Bonds in the form of fully registered Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer elects to discontinue the book-entry only system in conformity with the requirements of DTC, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Bonds may be exchanged for an equal aggregate principal amount of Bonds in other Authorized Denominations and of the same maturity and Series upon surrender thereof at the corporate trust office of the Trustee.

ARTICLE III REDEMPTION OF BONDS

Section 301. Redemption Generally. The Bonds of any Series shall be subject to redemption, either in whole on any date or in part on any Interest Payment Date, and at such times, in the manner and at such prices, as may be provided by the Supplemental Indenture authorizing the issuance of such Series of Bonds. The District shall provide written notice to the Trustee of any optional redemption on or before the forty-fifth (45th) day next preceding the date to be fixed for such optional redemption. Notwithstanding any other provision of this Master Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, if less than all of the Bonds of any one maturity of a Series shall be called for redemption, the particular Bonds of a Series to be redeemed shall be selected by lot in such reasonable manner as the Bond Registrar in its discretion may determine. The portion of any Series of Bonds to be redeemed shall be in an Authorized Denomination and, in selecting the Bonds of such Series to be

redeemed, the Bond Registrar shall treat each such Bond as representing that number of Bonds of such Series which is obtained by dividing the principal amount of such Bond by an Authorized Denomination (such amount being hereafter referred to as the "unit of principal amount").

If it is determined that one or more, but not all, of the units of principal amount represented by any such Bond is to be called for redemption, then upon notice of intention to redeem such unit or units of principal amount as provided below, the registered Owner of such Bond, upon surrender of such Bond to the Paying Agent for payment to such registered Owner of the redemption price of the unit or units of principal amount called for redemption, shall be entitled to receive a new Bond or Bonds of such Series in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds of such Series representing the unredeemed balance of the principal amount shall be issued to the Owner thereof without any charge therefor. If the Owner of any Bond of a denomination greater than the unit of principal amount to be redeemed shall fail to present such Bond to the Paying Agent for payment in exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption.

Subject to the provisions of Section 506(b) hereof, the District may purchase a Bond or Bonds of a Series in the open market at a price no higher than the highest redemption price (including premium) for the Bond to be so purchased with any funds legally available therefor and any such Bonds so purchased shall be credited to the amounts otherwise required to be deposited for the payment of Bonds of such Series as provided in Section 506(b) hereof or as otherwise provided in the Supplemental Indenture relating to such Series.

Section 302. Notice of Redemption; Procedure for Selection. The District shall establish each redemption date, other than in the case of a mandatory redemption, in which case the Trustee shall establish the redemption date, and the District or the Trustee, as the case may be, shall notify the Bond Registrar in writing of such redemption date on or before the forty-fifth (45th) day next preceding the date fixed for redemption, which notice shall set forth the terms of the redemption and the aggregate principal amount of Bonds so to be redeemed. Except as provided below, notice of redemption shall be given by the Bond Registrar not less than thirty (30) nor more than forty-five (45) days prior to the date fixed for redemption by first-class mail, postage prepaid, to any Paying Agent for the Bonds to be redeemed and to the registered Owner of each Bond to be redeemed, at the address of such registered Owner on the registration books maintained by the Bond Registrar (and, for any Owner of \$1,000,000 or more in the principal amount of Bonds, to one additional address if written request therefor is provided to the Bond Registrar prior to the Record Date); and a second notice of redemption shall be sent by registered or certified mail at such address to any Owner who has not submitted his Bond to the Paying Agent for payment on or before the date sixty (60) days following the date fixed for redemption of such Bond, in each case stating: (i) the numbers of the Bonds to be redeemed, by giving the individual certificate number of each Bond to be redeemed (or stating that all Bonds between two stated certificate numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption); (ii) the CUSIP numbers of all Bonds being redeemed; (iii) in the case of a partial redemption of Bonds, the principal amount of each Bond being redeemed; (iv) the date of issue of each Bond as originally issued and the complete official name of the Bonds including the series designation; (v) the rate or rates of interest borne by each Bond being redeemed; (vi) the maturity date of each Bond being redeemed; (vii) the place or places where amounts due upon

such redemption will be payable; and (viii) the notice date, redemption date, and redemption price. The notice shall require that such Bonds be surrendered at the designated corporate trust office of the Paying Agent for redemption at the redemption price and shall state that further interest on such Bonds will not accrue from and after the redemption date. CUSIP number identification with appropriate dollar amounts for each CUSIP number also shall accompany all redemption payments.

Any required notice of redemption also shall be sent by registered mail, overnight delivery service, telecopy or other secure means, postage prepaid, to any Owner of \$1,000,000 or more in aggregate principal amount of Bonds to be redeemed, to certain municipal registered securities depositories in accordance with the then-current guidelines of the Securities and Exchange Commission which are known to the Bond Registrar to be holding Bonds thirty-two (32) days prior to the redemption date, and to EMMA or the then current repositories established by the MSRB, when possible, at least thirty (30) days prior to the redemption date; provided that neither failure to send or receive any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Failure to give notice by mailing to the Owner of any Bond designated for redemption or to any depository or information service shall not affect the validity of the proceedings for the redemption of any other Bond.

Section 303. Effect of Calling for Redemption. On the date designated for redemption of any Bonds, notice having been filed and mailed in the manner provided above and conditions, if any, to redemption being satisfied or waived, the Bonds called for redemption shall be due and payable at the redemption price provided for the redemption of such Bonds on such date and, moneys for payment of the redemption price being held in a separate account by the Paying Agent in trust for the Owners of the Bonds to be redeemed, interest on the Bonds called for redemption shall cease to be entitled to any benefit under this Master Indenture, and the Owners of such Bonds shall have no rights in respect thereof, except to receive payment of the redemption price thereof, and interest, if any, accrued thereon to the redemption date, and such Bonds shall no longer be deemed to be Outstanding.

Section 304. Cancellation. Bonds called for redemption shall be canceled upon the surrender thereof.

ARTICLE IV ACQUISITION AND CONSTRUCTION FUND

Section 401. Acquisition and Construction Fund. There is created and established by Section 502 hereof a fund designated as the "Acquisition and Construction Fund" which shall be held by the Trustee and to the credit of the Series Acquisition and Construction Accounts there shall be deposited the amounts specified in the Supplemental Indenture relating to such Series of Bonds.

Section 402. Payments From Acquisition and Construction Fund. Payments of the Cost of constructing and acquiring a Series Project shall be made from the Acquisition and Construction Fund as herein provided. All such payments shall be subject to the provisions and

restrictions set forth in this Article and in Article V hereof, and the District covenants that it will not request any sums to be paid from the Acquisition and Construction Fund except in accordance with such provisions and restrictions. Moneys in the Acquisition and Construction Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in Section 503(b) hereof.

Section 403. Cost of Project. For the purposes of this Master Indenture, the Cost of the Series Project shall include, without intending thereby to limit or to restrict or expand any proper definition of such cost under the Act, other applicable provisions of State law, or this Master Indenture, the following:

(a) ***Expenses of Bond Issuance.*** All expenses and fees relating to the issuance of the Bonds, including, but not limited to, initial Credit and Liquidity Facility fees and costs, attorneys' fees, underwriting fees and discounts, the Trustee's acceptance fees, expenses and Trustee's counsel fees and costs, rating agency fees, fees of financial advisors, engineer's fees and costs, administrative expenses of the District, the costs of preparing audits and engineering reports, the costs of preparing reports, surveys, and studies, and the costs of printing the Bonds and preliminary and final disclosure documents.

(b) ***Accrued and Capitalized Interest.*** Any interest accruing on the Bonds from their date through the first Interest Payment Date received from the proceeds of the Bonds (to be deposited into the related Series Interest Account) and Capitalized Interest (to be deposited into the related Series Interest Account or Capitalized Interest Account) as may be authorized or provided for by a Supplemental Indenture related to a Series of Bonds. Notwithstanding the deposit of Capitalized Interest into the related Series Capitalized Interest Account or Interest Account, Capitalized Interest shall also include any amount directed by the District to the Trustee in writing to be withdrawn from the related Series Acquisition and Construction Account and deposited into such Capitalized Interest Account or Interest Account, provided that such direction includes a certification that such amount represents earnings on amounts on deposit in the related Series Acquisition and Construction Account and that, after such deposit, the amount on deposit in such Acquisition and Construction Account, together with earnings thereon will be sufficient to complete the related Series Project which is to be funded from such Acquisition and Construction Account.

(c) ***Acquisition Expenses.*** The costs of acquiring, by purchase or condemnation, all of the land, structures, improvements, rights-of-way, franchises, easements, plans and specifications and similar items and other interests in property, whether real or personal, tangible or intangible, which themselves constitute the Series Project or which are necessary or convenient to acquire, install and construct the Series Project and payments, contributions, dedications, taxes, assessments or permit fees or costs and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose.

(d) ***Construction Expense.*** All costs incurred including interest charges, for labor and materials, including equipment, machinery and fixtures, by contractors, builders, and materialmen

in connection with the acquisition, installation and construction of the Series Project, and including without limitation costs incident to the award of contracts.

(e) ***Other Professional Fees and Miscellaneous Expenses.*** All legal, architectural, engineering survey, and consulting fees, as well as all financing charges, taxes, insurance premiums, and miscellaneous expenses, not specifically referred to in this Master Indenture that are incurred in connection with the acquisition and construction of the Series Project.

- (i) Expenses of determining the feasibility or practicality of acquisition, construction, installation, or reconstruction.
- (ii) Costs of surveys, estimates, plans and specifications.
- (iii) Costs of improvements.
- (iv) Financing charges.
- (v) Creation of initial reserve and debt service funds.
- (vi) Working capital.
- (vii) Amounts to repay temporary or bond anticipation notes or loans made to finance any costs permitted under the Act.
- (viii) Costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services or any other person for a default or breach under the corresponding contract, or in connection with any dispute.
- (ix) Premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same.
- (x) Expenses of Project management and supervision.
- (xi) Costs of effecting compliance with any and all governmental permits relating to the Series Project.
- (xii) Any other "cost" or expense as provided by the Act.

(f) ***Refinancing Costs.*** All costs described in (a) through (e) above or otherwise permitted by the Act associated with refinancing or repaying any loan or other debt obligation, of the District.

Section 404. Disposition of Balances in Acquisition and Construction Fund. On the Date of Completion of a Series Project, the balance in the related Series Acquisition and Construction Account not reserved for the payment of any remaining part of the Cost of the Series Project shall be transferred by the Trustee to the credit of the Series Redemption Account or as

otherwise provided in the Supplemental Indenture, and used for the purposes set forth for such Account in the Supplemental Indenture relating to such Series of Bonds.

ARTICLE V ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 501. Lien. There is hereby irrevocably pledged for the payment of the Bonds of each Series issued hereunder, subject only to the provisions of this Master Indenture and any Supplemental Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Master Indenture and any such Supplemental Indenture with respect to each Series of Bonds, the Trust Estate; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Trust Estate securing such Series of Bonds, the Pledged Funds and Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and shall not secure any other Bonds or Series of Bonds.

The foregoing pledge shall be valid and binding from and after the date of initial delivery of the Bonds and the proceeds of sale of the Bonds and all the moneys, securities and funds set forth in this Section 501 shall immediately be subject to the lien of the foregoing pledge, which lien is hereby created, without any physical delivery thereof or further act. Such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District or the Trustee, irrespective of whether such parties have notice thereof. Such lien shall be prior and superior to all other liens now existing or hereafter created.

Section 502. Establishment of Funds and Accounts. The following funds and accounts are hereby established and shall be held by the Trustee:

(a) Acquisition and Construction Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Acquisition and Construction Account and a Series Costs of Issuance Account for each Series of Bonds issued hereunder;

(b) Revenue Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Revenue Account for each Series issued hereunder;

(c) Debt Service Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Debt Service Account and within such Series Debt Service Account,

- (i) a Series Interest Account,
- (ii) a Series Principal Account,
- (iii) a Series Sinking Fund Account,

(iv) a Series Redemption Account and therein a Prepayment Subaccount and an Optional Redemption Subaccount, and

(v) a Capitalized Interest Account

for each such series of Bonds issued hereunder;

(d) Reserve Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Reserve Account for each such Series of Bonds issued hereunder and any Bonds issued on a parity with any such Series of Bonds hereunder; and

(e) Rebate Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Rebate Account for each such Series of Tax Exempt Bonds issued hereunder.

Notwithstanding the foregoing, the Supplemental Indenture authorizing any Series of Bonds may establish such other Series Accounts or dispense with the Series Accounts set forth above as shall be deemed advisable by the District in connection with such Series of Bonds.

Section 503. Acquisition and Construction Fund.

(a) **Deposits.** The District shall pay to the Trustee, for deposit into the related Acquisition and Construction Account in the Acquisition and Construction Fund, as promptly as practicable, the following amounts received by it:

(i) the amount set forth in the Supplemental Indenture relating to such Series of Bonds;

(ii) subject to Section 806 hereof, payments made to the District from the sale, lease or other disposition of the Series Project or any portion thereof;

(iii) the balance of insurance proceeds with respect to the loss or destruction of the Series Project or any portion thereof; and

(iv) such other amounts as may be provided in a Supplemental Indenture.

Amounts in such Acquisition and Construction Account shall be applied to the Cost of the Series Project; provided, however, that if any amounts remain in the Acquisition and Construction Account after the Date of Completion, and if such amounts are not reserved for payment of any remaining part of the Cost of the Series Project, such amounts shall be applied in the manner set forth in Section 404 above.

(b) **Disbursements.** Unless otherwise provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds, payments from a Series Acquisition and Construction Account shall be paid in accordance with the provisions of this subsection (b). Before any such payment shall be made, the District shall file with the Trustee a requisition in the form of Exhibit A hereto, signed by an Authorized Officer.

Upon receipt of each such requisition and accompanying certificate the Trustee shall promptly withdraw from the Series Acquisition and Construction Account and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. The Trustee shall have no duty to investigate the accuracy or validity of the items delivered pursuant to this Section 503(b).

(c) **Inspection.** All requisitions and certificates received by the Trustee pursuant to this Article shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the District, the Consulting Engineer, the Owner of any Bonds of the related Series, and the agents and representatives thereof.

(d) **Completion of Series Project.** On the Date of Completion, the balance in the Acquisition and Construction Account not reserved by the District for the payment of any remaining part of the Cost of acquiring or constructing the Series Project shall be applied in accordance with the provisions of Section 404 hereof.

Section 504. Revenue Fund and Series Revenue Accounts. The District hereby covenants and agrees that it will assess, impose, establish and collect the Pledged Revenues with respect to each Series of Bonds in amounts and at times sufficient to pay, when due, the principal of, premium, if any, and interest on such Series of Bonds. The District hereby covenants and agrees to immediately deposit upon receipt of all such Pledged Revenues (except Prepayments which shall be identified as such and deposited into the Prepayment Account), when received, into the related Series Revenue Account and to immediately deposit all Prepayments, when received, into the related Series Redemption Account, unless otherwise provided for in the Supplemental Indenture relating to a Series of Bonds.

Section 505. Debt Service Fund and Series Debt Service Account.

(a) **Principal, Maturity Amount, Interest and Amortization Installments.** On the Business Day preceding each Interest Payment Date on the Bonds, the Trustee shall withdraw from the Series Revenue Account and, from the amount so withdrawn, shall make the following deposits in the following order of priority:

(i) to the credit of the related Series Interest Account, an amount which, together with other amounts, if any, then on deposit therein will equal the amount of interest payable on the Bonds of such Series on such Interest Payment Date;

(ii) to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein will equal the principal amount, if any, payable with respect to Serial Bonds of such Series on such Interest Payment Date;

(iii) in each Bond Year in which Term Bonds of such Series are subject to mandatory redemption from Amortization Installments, to the related Series Sinking Fund Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Amortization Installment payable on the Term Bonds of such Series on such Interest Payment Date;

(iv) in each Bond Year in which Capital Appreciation Bonds of such Series mature to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Maturity Amount payable with respect to the Capital Appreciation Bonds of such Series maturing on such Interest Payment Date;

(v) to the credit of the Series Reserve Account, an amount, if any, which, together with the amount then on deposit therein, will equal the Series Reserve Account Requirement; and

(vi) to the credit of the Series Rebate Account the Rebate Amount, if any, required to be deposited therein pursuant to the Supplemental Indenture related to a Series of Tax Exempt Bonds.

Notwithstanding the foregoing, so long as there are moneys on deposit in the related Series Capitalized Interest Account on the date required for any transfer into the Series Interest Account as set forth above, the Trustee shall, prior to making any transfer into the related Series Interest Account from the related Series Revenue Account, transfer to the related Series Interest Account from the related Series Capitalized Interest Account, the lesser of the interest on such Series of Bonds coming due on the next succeeding Interest Payment Date or the amount remaining on deposit in the related Series Capitalized Interest Account.

(b) **Disposition of Remaining Amounts on Deposit in Series Revenue Account.** The District shall authorize the withdrawal, from time to time, from the Series Revenue Account an amount sufficient to pay the fees and charges of the Trustee, Bond Registrar, and Paying Agent, when due. Subject to the provisions of Section 604 hereof, if (i) the amount on deposit in the Series Interest Account, Series Principal Account, and Series Redemption Account in each Bond year equals the interest payable on the Bonds of such Series in such Bond Year, the principal amount of Serial Bonds payable in such Bond Year, the Maturity Amount of all Capital Appreciation Bonds due in such Bond Year and the Amortization Installment required to be paid into the Series Redemption Account in such Bond Year, and (ii) any amounts remain in the Series Revenue Account, then, such amounts shall, at the written direction of the District, be applied to pay the commissions, fees, costs and any other charges of the Tax Collector and the Property Appraiser, or, if such commissions, fees, costs, or other charges have been paid by the District, then to reimburse the District for such payment upon written request of an Authorized Officer. If, after such amounts have been withdrawn, paid and provided for as provided above, any amounts remain in the Series Revenue Account, such amounts shall be disbursed to the District on written request of an Authorized Officer and applied to pay the operating and administrative costs and expenses of the District. After making the payments provided for in this subsection (b), the balance, if any, remaining in the Series Revenue Account shall be retained therein, or, at the written direction of an Authorized Officer to the Trustee, transferred into the Series Redemption Account.

(c) **Series Reserve Account.** Moneys held for the credit of a Series Reserve Account shall be used for the purpose of paying (i) interest or principal or Amortization Installment or Maturity Amount on the Bonds of the related Series whenever amounts on deposit in the Series Debt Service Account shall be insufficient for such purpose and (ii) amounts owed under Section 604 hereof.

(d) **Series Debt Service Account.** Moneys held for the credit of a Series Principal Account and Series Interest Account in a Series Debt Service Account shall be withdrawn therefrom by the Trustee and transferred by the Trustee to the Paying Agent in amounts and at times sufficient to pay, when due, the interest on the Bonds of such Series, the principal of Serial Bonds of such Series, the Maturity Amount of Capital Appreciation Bonds of such Series and to redeem Term Bonds of such Series that are subject to mandatory redemption from Amortization Installments, as the case may be.

(e) **Series Redemption Account.** Moneys representing Prepayments on deposit in a Series Redemption Account to the full extent of a multiple of an Authorized Denomination shall unless otherwise provided in the Supplemental Indenture relating to such Series of Bonds, be used by the Trustee to redeem Bonds of such Series on the earliest date on which such Bonds are permitted to be called without payment of premium by the terms hereof (including extraordinary or extraordinary mandatory redemption) and of the Supplemental Indenture relating to such Series of Bonds. Such redemption shall be made pursuant to the provisions of Article III. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption. Moneys other than from Prepayments shall be held and applied in a Series Redemption Account as provided in Section 506(a) hereof.

(f) **Payment to the District.** When no Bonds of a Series remain Outstanding, and after all expenses and charges herein and in the related Supplemental Indenture required to be paid have been paid as certified to the Trustee in writing by an Authorized Officer, and after all amounts due and owing to the Trustee have been paid in full, the Trustee shall pay any balance in the Series Accounts for such Series of Bonds to the District upon the written direction of an Authorized Officer, free and clear of any lien and pledge created by this Master Indenture; provided, however, that if an Event of Default has occurred and is continuing in the payment of the principal or Maturity Amount of, or interest or premium on the Bonds of any other Series, the Trustee shall pay over and apply any such excess pro rata (based upon the ratio of the aggregate principal amount of such Series to the aggregate principal amount of all Series Outstanding and for which such an Event of Default has occurred and is continuing) to each other Series of Bonds for which such an Event of Default has occurred and is continuing.

Section 506. Optional Redemption.

(a) **Excess Amounts in Series Redemption Account.** The Trustee shall, but only at the written direction of an Authorized Officer on or prior to the forty-fifth (45th) day preceding the date of redemption, call for redemption on each Interest Payment Date on which Bonds are subject to optional redemption, from moneys on deposit in a Series Redemption Account such amount of Authorized Denominations of Bonds of such Series then subject to optional redemption as, with the redemption premium, if any, will exhaust such amount as nearly as may be practicable. Such redemption shall be made pursuant to the provisions of Article III. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption.

(b) **Purchase of Bonds of a Series.** The District may purchase Bonds of a Series then Outstanding at any time, whether or not such Bonds shall then be subject to redemption, at the most advantageous price obtainable with reasonable diligence, having regard to maturity, option to redeem, rate and price, such price not to exceed the principal of such Bonds plus the amount of

the premium, if any, which would be payable on the next redemption date to the Owners of such Bonds under the provisions of this Master Indenture and the Supplemental Indenture pursuant to which such Series of Bonds was issued if such Bonds were called for redemption on such date. Before making each such purchase, the District shall file with the Trustee a statement in writing directing the Trustee to pay the purchase price of the Bonds of such Series so purchased upon their delivery and cancellation, which statement shall set forth a description of such Bonds, the purchase price to be paid therefor, the name of the seller and the place of delivery of the Bonds. The Trustee shall pay the interest accrued on such Bonds to the date of delivery thereof from the related Series Interest Account and the principal portion of the purchase price of Serial Bonds from the related Series Principal Account, but no such purchase shall be made after the Record Date in any Bond Year in which Bonds have been called for redemption. To the extent that insufficient moneys are on deposit in a related Series Interest Account to pay the accrued interest portion of the purchase price of any Bonds or in a related Series Principal Account to pay the principal amount of the purchase price of any Serial Bond, the Trustee shall transfer into such Accounts from the related Series Revenue Account sufficient moneys to pay such respective amounts. In the event that there are insufficient moneys on deposit in the related Series Principal Account with which to pay the principal portion of the purchase price of any Term Bonds, the Trustee may, at the written direction of the District, transfer moneys into such related Series Principal Account from the related Series Revenue Account to pay the principal amount of such purchase price, but only in an amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year calculated after giving effect to any other purchases of Term Bonds during such Bond Year. The Trustee may pay the principal portion of the purchase price of Bonds from the related Series Redemption Account, but only upon delivery of written instructions from an Authorized Officer of the District to the Trustee accompanied by a certificate of an Authorized Officer: (i) stating that sufficient moneys are on deposit in the Redemption Account to pay the purchase price of such Bonds; (ii) setting forth the amounts and maturities of Bonds of such Series which are to be redeemed from such amounts; and (iii) containing cash flows which demonstrate that, after giving effect to the purchase of Bonds in the amounts and maturities set forth in clause (ii) above, the Pledged Revenues to be received by the District in the current and each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. The Trustee may pay the principal portion of the purchase price of any Term Bonds from the related Series Principal Account, but only Term Bonds of a maturity having Amortization Installments in the current Bond Year and in the principal amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year (calculated after giving effect to any other purchases of Term Bonds during such Bond Year). The Trustee may pay the principal portion of the purchase price of Term Bonds having maturities different from or in amounts greater than set forth in the next preceding sentence from amounts on deposit in the related Series Principal Account and the Trustee may transfer moneys from the related Series Revenue Account to the related Series Principal Account for such purpose, but only upon delivery of written instructions from an Authorized Officer to the Trustee accompanied by a certificate of an Authorized Officer: (i) stating that sufficient moneys are on deposit in the Series Principal Account, after giving effect to any transfers from the related Series Revenue Account, to pay the principal portion of the purchase price of such Term Bonds; (ii) setting forth the amounts and maturities of Term Bonds of such Series which are to be redeemed from such amounts and the Amortization Installments against which the principal amount of such purchases are to be credited; and (iii) containing cash flow which demonstrate that,

after giving effect to the purchase of Term Bonds in the amounts and having the maturities and with the credits against Amortization Installments set forth in clause (ii) above and any transfers from the related Series Revenue Account, the Pledged Revenues to be received by the District in the current and in each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. If any Bonds are purchased pursuant to this Subsection (b), the principal amount of the Bonds so purchased shall be credited as follows:

(i) if the Bonds are to be purchased from amounts on deposit in the Prepayment Subaccount of a Series Redemption Account, against the principal coming due or Amortization Installments set forth in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(ii) if the Bonds are Term Bonds of a Series, against the Amortization Installment for Bonds of such Series first coming due in the current Bond Year, or, if such Term Bonds so purchased are to be credited against Amortization Installments coming due in any succeeding Bond Year, against the Amortization Installments on Term Bonds of such Series maturing on the same date and designated in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(iii) against the principal or Maturity Amount of Serial Bonds coming due on the maturity date of such Serial Bond.

Section 507. Rebate Fund and Series Rebate Accounts.

(a) **Creation.** There is hereby created and established a Rebate Fund, and within the Rebate Fund a Series Rebate Account for each Series of Tax Exempt Bonds. Moneys deposited and held in the Rebate Fund shall not be subject to the pledge of this Master Indenture.

(b) **Payment to United States.** The Trustee shall pay to the District upon written request of the District, the Rebate Amount required to be paid to the United States at the times, in the manner and as calculated in accordance with the Supplemental Indenture related to a Series of Tax Exempt Bonds. The Trustee shall have no responsibility for computation of the Rebate Amount and instead the District shall cause the Rebate Amount to be calculated by the Rebate Analyst and shall cause the Rebate Analyst to deliver such computation to the Trustee as provided in the Supplemental Indenture related to a Series of Tax Exempt Bonds but before the date of any required payment of the Rebate Amount to the Internal Revenue Service. The fees of, and expenses incurred by, the Rebate Analyst in computing the Rebate Amount shall be paid by the District, which amount shall be treated as administrative and operating expenses of the District payable or reimbursable from the Series Revenue Account in accordance with Section 505(b) hereof.

(c) **Deficiencies.** If the Trustee does not have on deposit in the Series Rebate Account sufficient amounts to make the payments required by this Section, the District shall pay, from any legally available source, the amount of any such deficiency to the United States as in paragraph (b) above provided the Trustee shall have no obligation to pay such amounts from its own funds.

(d) **Survival.** The covenants and agreements of the District in this Section 507 and Section 809, and, any additional covenants related to compliance with provisions necessary in order to preserve the exclusion of interest on the Bonds of a Series from gross income for Federal income tax purposes shall survive the defeasance of the Bonds of such Series in accordance with Article XII hereof.

Section 508. Investment of Funds and Accounts. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, moneys held for the credit of the Series Accounts shall be invested as hereinafter in this Section 508 provided.

(a) ***Series Acquisition and Construction Account, Revenue Account and Debt Service Account.*** Moneys held for the credit of a Series Acquisition and Construction Account, the Series Revenue Account, and the Series Debt Service Account shall, as nearly as may be practicable, be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer, which Investment Obligations shall mature, or shall be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates, as estimated by an Authorized Officer, when moneys held for the credit of each such Series Account will be required for the purposes intended.

(b) ***Series Reserve Account.*** Moneys held for the credit of a Series Reserve Account shall be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer.

(c) ***Investment Obligations as a Part of Funds and Accounts.*** Investment Obligations purchased as an investment of moneys in any Fund or Account shall be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and profit realized from such investment shall be credited as provided in Section 510 hereof. Any loss resulting from such investment shall be charged to such Fund or Account. The foregoing notwithstanding, for purposes of investment and to the extent permitted by law, amounts on deposit in any Fund or Account may be commingled for purposes of investment, provided adequate care is taken to account for such amounts in accordance with the prior sentence. The Trustee may, upon the written direction of an Authorized Officer, transfer investments within such Funds or Accounts without being required to sell such investments. The Trustee shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it shall be necessary so to do in order to provide moneys to meet any payment or transfer from any such Fund or Account. The Trustee shall not be liable or responsible for any loss resulting from any such investment or for failure to make an investment (except failure to make an investment in accordance with the written direction of an Authorized Officer) or for failure to achieve the maximum possible earnings on investments. The Trustee shall have no obligation to invest funds without written direction from an Authorized Officer.

(d) ***Valuation.*** In computing the value of the assets of any Fund or Account, investments and earnings thereon shall be deemed a part thereof. The Trustee shall value the assets in each of the Funds and Accounts established hereunder as of September 30 of each Fiscal Year, and as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the District a report of the status of each Fund and Account as of the valuation date. For the purpose of determining the amount on deposit to the credit of any

Fund or Account established hereunder, with the exception of a Series Reserve Account, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the redemption price thereof, to the extent that any such obligation is then redeemable at the option of the holder. For the purpose of determining the amount on deposit to the credit of a Series Reserve Account, obligations in which money in such Account shall have been invested shall be valued at par, if purchased at par, or at amortized cost, if purchased at other than par, plus, in each case, accrued interest. Amortized cost, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining to maturity on such obligation at the date of such purchase and by multiplying the amount thus calculated by the number of days having passed since such purchase; and (1) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (2) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price.

Section 509. Deficiencies and Surpluses in Funds. For purposes of this Section: (a) a "deficiency" shall mean, in the case of a Series Reserve Account, that the amount on deposit therein is less than the Series Reserve Account Requirement (but only after the Bond Year in which the amount on deposit therein is less than the Series Reserve Account Requirement (but only after the Bond Year in which the amount on deposit therein first equals the Series Reserve Account Requirement), and (b) a "surplus" shall mean in the case of a Series Reserve Account, that the amount on deposit therein is in excess of the applicable Series Reserve Account Requirement.

At the time of any withdrawal from a Series Reserve Account that results in a deficiency therein, the Trustee shall promptly notify the District of the amount of any such deficiency and the Trustee shall withdraw the amount of such deficiency from the related Series Revenue Account, and, if amounts on deposit therein are insufficient therefor, the District shall pay the amount of such deficiency to the Trustee, for deposit in such Series Reserve Account, from the first legally available sources of the District.

The Trustee, as of the close of business on the last Business Day in each Bond Year, after taking into account all payments and transfers made as of such date, shall compute, in the manner set forth in Section 508(d), the value of the Series Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such Series Reserve Account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the Series Reserve Account, from any legally available sources of the District. The Trustee, as soon as practicable after such computation, shall deposit any surplus, at the direction of an Authorized Officer, to the credit of the Series Redemption Account or the Series Principal Account.

Section 510. Investment Income. Unless provided otherwise in a Supplemental Indenture, earnings on Investments in a Series Acquisition and Construction Account, a Series Interest Account and a Series Revenue Account shall be deposited, as realized, to the credit of such Series Account and used for the purpose of such Account. Unless provided in a Supplemental Indenture, earnings on investments in a Series Principal Account and Redemption Account shall be deposited, as realized, to the credit of such Series Interest Account and used for the purpose of such Account.

Earnings on investments in a Series Reserve Account shall unless otherwise therein provided in a Supplemental Indenture be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 above) in the Series Reserve Account as of the most recent date on which amounts on deposit in the Series Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series Reserve Account since such date, then earnings on investments in the Series Reserve Account shall be deposited, as realized, in the Series Revenue Account.

(b) if as of the last date on which amounts on deposit in the Series Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 above) in the Series Reserve Account, or if after such date withdrawals have been made from the Series Reserve Account and have created such a deficiency, then earnings on investments in the Series Reserve Account shall be deposited to the credit of the Series Reserve Account until the amount on deposit therein equals the Series Reserve Account Requirement and thereafter shall be deposited to the Series Revenue Account.

Section 511. Cancellation of the Bonds. All Bonds paid, redeemed or purchased, either at or before maturity, shall be canceled upon the payment, redemption or purchase of such Bonds. All Bonds canceled under any of the provisions of this Master Indenture shall be destroyed by the Paying Agent, which shall execute a certificate in duplicate describing the Bonds so destroyed. One executed certificate shall be filed with the Trustee and the other executed certificate shall be retained by the Paying Agent.

ARTICLE VI CONCERNING THE TRUSTEE

Section 601. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the parties hereto and the Owners agree. The Trustee shall have only those duties expressly set forth herein, and no duties shall be implied against the Trustee.

Section 602. No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture, in any Supplemental Indenture or in the Bonds, save only the Trustee's authentication certificate, if any, upon the Bonds, have been made by the District and not by the Trustee; and the Trustee shall be under no responsibility for the correctness thereof.

Section 603. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Gross Negligence. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of counsel concerning all questions hereunder, and the Trustee shall not be answerable for the default or misconduct of any attorney, agent or employee selected by it with reasonable care. In performance of its duties hereunder, the Trustee may rely on the advice of counsel and shall not be held liable for actions taken in reliance on the advice of counsel. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture or any Supplemental Indenture nor for anything whatever in connection with the trust hereunder, except only its own gross negligence or willful misconduct.

Section 604. Compensation and Indemnity. The District shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, and to the extent permitted under State law shall indemnify the Trustee and hold the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder except with respect to its own negligence or misconduct. The Trustee shall have no duty in connection with its responsibilities hereunder to advance its own funds nor shall the Trustee have any duty to take any action hereunder without first having received indemnification satisfactory to it. If the District defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys received or held by the Trustee under this Master Indenture or any Supplemental Indenture and payable to the District other than moneys from a Credit Facility or a Liquidity Facility. This provision shall survive termination of this Master Indenture and any Supplemental Indenture, and as to any Trustee, its resignation or removal thereof. As security for the foregoing, the District hereby grants to the Trustee a security interest in and to the amounts of deposit in all Series Funds and Accounts (other than the Rebate Fund) thereby, in effect, granting the Trustee a first charge against these moneys following an Event of Default for its fees and expenses (including legal counsel and default administration costs and expenses), subordinate and inferior to the security interest granted to the Owners of the Bonds from time to time secured thereby, but nevertheless payable in the order of priority as set forth in Section 905(a) upon the occurrence of an Event of Default.

Section 605. No Duty to Renew Insurance. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the District to require or effect or renew insurance or to report or file claims of loss thereunder.

Section 606. Notice of Default; Right to Investigate. The Trustee shall give written notice, as soon as practicable, by first-class mail to registered Owners of Bonds of all Events of Default of which the Trustee has actual knowledge, unless such defaults have been remedied or if the Trustee based upon the advice of counsel upon which the Trustee is entitled to rely, determines that the giving of such notice is not in the best interests of the Owners of the Bonds. The Trustee will be deemed to have actual knowledge of any payment default under this Master Indenture or under any Supplemental Indenture and, after receipt of written notice thereof by a Credit Facility issuer or a Liquidity Facility issuer of a default under its respective reimbursement agreement, but shall not be deemed to have actual knowledge of any other default unless notified in writing of such default by the Owners of at least 25% in aggregate principal amount of the Outstanding Bonds. The Trustee may, however, at any time require of the District full information as to the performance of any covenant hereunder; and if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the District, an investigation into the affairs of the District.

Section 607. Obligation to Act on Default. Before taking any action under this Master Indenture or any Supplemental Indenture in respect of an Event of Default, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability resulting from its own gross negligence or willful misconduct in connection with any such action.

Section 608. Reliance by Trustee. The Trustee may act on any requisition, resolution, notice, telegram, request, consent, waiver, opinion, certificate, statement, affidavit, voucher, bond, or other paper or document or telephone message which it in good faith believes to be genuine and to have been passed, signed or given by the proper persons or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture or any Supplemental Indenture; and the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

Section 609. Trustee May Deal in Bonds. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Owners may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture or any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the District.

Section 610. Construction of Ambiguous Provision. The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture or any Supplemental Indenture and any construction by the Trustee shall be binding upon the Owners. The Trustee shall give prompt written notice to the District of any intention to make such construal.

Section 611. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture by written resignation filed with the Secretary of the District not less than sixty (60) days before the date when such resignation is to take effect; provided that notice of such resignation shall be sent by first-class mail to each Owner as its name and address appears on the Bond Register and to any Paying Agent, Bond Registrar, any Credit Facility issuer, and any Liquidity Facility issuer, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within sixty (60) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed.

Section 612. Removal of Trustee. Any Trustee hereunder may be removed at any time by an instrument appointing a successor to the Trustee so removed, upon application of the District; provided, however, that if an Event of Default has occurred hereunder and is continuing with respect to a Series of Bonds, then the Trustee hereunder may be removed only by an instrument appointing a successor to the Trustee so removed executed by the Majority Owners of the Series as to which Event of Default exists and filed with the Trustee and the District.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Master Indenture or any Supplemental Indenture with respect to the duties and obligations of the Trustee, by any court of competent jurisdiction upon the application of the District; provided that no Event of Default has occurred hereunder and is continuing, or upon the application of the Owners of not less than 20% in aggregate principal amount of the Bonds then Outstanding.

Section 613. Appointment of Successor Trustee. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the District shall appoint a successor and shall mail notice of such appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Register, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer; provided, however, that the District shall not appoint a successor Trustee if an Event of Default has occurred and is continuing, unless the District shall have received the prior written consent, which consent shall not be unreasonably withheld, of any Credit Facility issuer, and any Liquidity Facility issuer, to the appointment of such successor Trustee. If an Event of Default has occurred hereunder and is continuing and the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and a successor may be appointed by any court of competent jurisdiction upon the application of the Owners of not less than twenty percent (20%) in aggregate principal amount of the Bonds then Outstanding and such successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

Section 614. Qualification of Successor Trustee. A successor Trustee shall be a national bank with trust powers or a bank or trust company with trust powers, having a combined net capital and surplus of at least \$50,000,000.

Section 615. Instruments of Succession. Except as provided in Section 616 hereof, any successor Trustee shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder; and thereupon such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. After withholding from the funds on hand any amounts owed to itself hereunder, the Trustee ceasing to act hereunder shall pay over to the successor Trustee all moneys held by it hereunder; and the Trustee ceasing to act and the District shall execute and deliver an instrument or instruments transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the Trustee ceasing to act except for the rights granted under Section 604 hereof. The successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

Section 616. Merger of Trustee. Any corporation, purchaser or entity into which any Trustee hereunder may be merged or with which it may be consolidated or into which all or substantially all of its corporate trust assets shall be sold or its operations conveyed, or any corporation, purchaser or entity resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Master Indenture, without the execution or filing of any paper or any further act on the part of the parties thereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation, purchaser

or entity continuing to act as Trustee hereunder shall meet the requirements of Section 614 hereof, and if such corporation, purchaser or entity does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article VI.

Section 617. Resignation of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may resign and be discharged of the duties created by this Master Indenture by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the District and the Trustee not less than sixty (60) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation shall take effect, and by giving written notice of such resignation mailed not less than sixty (60) days prior to such resignation date to each Owner as its name and address appear on the registration books of the District maintained by the Bond Registrar. Such resignation shall take effect on the date specified in such notice, unless a successor Paying Agent or Bond Registrar is previously appointed in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Bond Registrar. If the successor Paying Agent or Bond Registrar shall not have been appointed within a period of sixty (60) days following the giving of notice, then the Trustee may appoint a successor Paying Agent or Bond Registrar as provided in Section 619 hereof.

Section 618. Removal of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may be removed at any time prior to any Event of Default by the District by filing with the Paying Agent or Bond Registrar to be removed, and with the Trustee, an instrument or instruments in writing executed by an Authorized Officer appointing a successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder.

Section 619. Appointment of Successor Paying Agent or Bond Registrar. In case at any time the Paying Agent or Bond Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Bond Registrar, as the case may be, and a successor shall be appointed by the District; and in case at any time the Paying Agent or Bond Registrar shall resign, then a successor shall be appointed by the District. Upon any such appointment, the District shall give written notice of such appointment to the predecessor Paying Agent or Bond Registrar, the successor Paying Agent or Bond Registrar, the Trustee and all Owners. Any new Paying Agent or Bond Registrar so appointed shall immediately and without further act supersede the predecessor Paying Agent or Bond Registrar.

Section 620. Qualifications of Successor Paying Agent or Bond Registrar. Every successor Paying Agent or Bond Registrar (i) shall be a commercial bank or trust company (a) duly organized under the laws of the United States or any state or territory thereof, (b) authorized by law to perform all the duties imposed upon it by this Master Indenture, and (c) capable of meeting its obligations hereunder, and (ii) shall have a combined net capital and surplus of at least \$50,000,000.

Section 621. Acceptance of Duties by Successor Paying Agent or Bond Registrar. Except as provided in Section 622 hereof, any successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent or Bond Registrar, without any further act, deed or conveyance, shall become duly vested with all the estates property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Bond Registrar herein. Upon request of such Paying Agent or Bond Registrar, such predecessor Paying Agent or Bond Registrar and the District shall execute and deliver an instrument transferring to such successor Paying Agent or Bond Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent or Bond Registrar and such predecessor Paying Agent or registrar shall pay over and deliver to the successor Paying Agent or Bond Registrar all moneys and other assets at the time held by it hereunder.

Section 622. Successor by Merger or Consolidation. Any corporation, purchaser or entity into which any Paying Agent or Bond Registrar hereunder may be merged or converted or with which it may be consolidated or into which substantially all of its corporate trust assets shall be sold or otherwise conveyed, or any corporation, purchaser or entity resulting from any merger or consolidation to which any Paying Agent or Bond Registrar hereunder shall be a party, shall be the successor Paying Agent or Bond Registrar under this Master Indenture without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Master Indenture to the contrary notwithstanding.

Section 623. Brokerage Statements. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 624. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

ARTICLE VII FUNDS CONSTITUTE TRUST FUNDS

Section 701. Trust Funds. Subject to the provisions of Section 604 and Section 905(a) hereof, all amounts on deposit in Series Funds or Accounts for the benefit of a Series of Bonds shall:

(a) be used only for the purposes and in the manner herein and in the Supplemental Indenture relating to such Series of Bonds provided and, pending such application, be held by the Trustee in trust for the benefit of the Owners of such Series of Bonds;

(b) be irrevocably pledged to the payment of such Series of Bonds, except for amounts on deposit in the Series Rebate Accounts in the Rebate Fund;

(c) be held and accounted for separate and apart from all other Funds and Accounts, including Series Accounts of other Series of Bonds, and other funds and accounts of the Trustee and the District;

(d) until applied for the purposes provided herein, be subject to a first lien in favor of the Owners of such Series of Bonds and any pari passu obligations to issuers of Credit or Liquidity Facilities with respect to such series of Bonds, which lien is hereby created, prior and superior to all other liens now existing or hereafter created, and, to a second lien in favor of the Trustee, as security for the reasonable compensation for the services of the Trustee hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, subordinate and inferior to the security interest granted to the Owners of such Series of Bonds and any pari passu obligations to issuers of Credit or Liquidity Facilities with respect to such series of Bonds, but nevertheless payable in the order of priority as set forth in Section 905(a) hereof upon the occurrence of an Event of Default; and

(e) shall not be subject to lien or attachment by any creditor of the Trustee or any creditor of the District or any other Series of Bonds other than the Owners of such Series of Bonds and the issuers of Credit or Liquidity Facilities with respect to such Series of Bonds.

ARTICLE VIII COVENANTS AND AGREEMENTS OF THE DISTRICT

Section 801. Payment of Bonds. The District shall duly and punctually pay or cause to be paid, but only from the Trust Estate with respect to each Series of Bonds, Debt Service on the dates, at the places, and in the amounts stated herein, in any Supplemental Indenture, and in the Bonds of such Series.

Section 802. Extension of Payment of Bonds. Except as provided in Section 901 hereof, the District shall not directly or indirectly extend the time for payment of the interest on any Bonds. The time for payment of Bonds of any Series shall be the time prescribed in the Supplemental Indenture relating to such Series of Bonds.

Section 803. Further Assurance. At any and all times the District shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the District may become bound to pledge or assign after the date of execution of this Master Indenture.

Section 804. Power to Issue Bonds and Create a Lien. The District hereby represents to the Trustee and to the Owners that it is and will be duly authorized under all applicable laws to issue the Bonds of each Series, to execute this Master Indenture, to adopt Supplemental Indentures, and to pledge its moneys, securities and funds in the manner and to the extent provided herein. Except as provided herein, the District hereby represents that such moneys, securities and funds of the District are and will be free and clear of any pledge, lien, charge or encumbrance thereon and all action on the part of the District to that end has been and will be duly and validly taken. The Bonds of each Series, this Master Indenture and any Supplemental Indenture are and will be the valid and legally enforceable obligations of the District, enforceable in accordance with their terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally. The District shall at all times, to the extent permitted by law, defend, preserve and protect the pledge and lien created by this Master Indenture and all the rights of the Owners hereunder against all claims and demands of all other persons whomsoever.

Section 805. Power to Undertake Series Projects and to Collect Pledged Revenue. The District has or will have upon the date of issuance of each Series of Bonds, and will have so long as any Bonds are Outstanding, good right and lawful power: (i) to undertake the Series Projects, or it will take such action on its part required which it deems reasonable in order to obtain licenses, orders, permits or other authorizations, if any, from any agency or regulatory body having lawful jurisdiction which must be obtained in order to undertake such Series Project; and (ii) to fix, levy and collect or cause to be collected any and all Pledged Revenues.

Section 806. Sale of Series Projects. The District covenants that, until such time as there are no Bonds of a Series Outstanding, it will not sell, lease or otherwise dispose of or encumber the related Series Project or any part thereof other than as provided herein. The District may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments, or other movable property acquired by the District in connection with a Series Project, or any materials used in connection therewith, if the District shall determine that such articles are no longer needed or are no longer useful in connection with the acquisition, construction, operation or maintenance of a Series Project, and the proceeds thereof may be applied to the replacement of the properties so sold or disposed of and, if not so applied, shall be deposited to the credit of the related Series Acquisition and Construction Account or, after the Date of Completion of the Series Project, shall be deposited to the credit of the related Series Principal Account. The District may from time to time sell or lease such other property forming part of a Series Project which it may determine is not needed or serves no useful purpose in connection with the maintenance and operation of such Series Project, if the Consulting Engineers shall in writing approve such sale or lease; the proceeds of any such sale shall be disposed of as hereinabove provided for the proceeds of the sale or disposal of movable property. The proceeds of any lease as described above shall be deposited to the credit of the related Series Principal Account or Redemption Account.

Notwithstanding the foregoing, the District may: (i) dispose of all or any part of a Series Project, other than a Series Project the revenues to be derived from the operation of which are pledged to a Series of Bonds, by gift or dedication thereof to any unit of local government, or to the State or any agency or instrumentality of either of the foregoing or the United States Government; and/or (ii) impose, declare or grant title to or interests in the Series Project or a portion or portions thereof in order to create ingress and egress rights and public and private utility easements as the District may deem necessary or desirable for the development, use and occupancy

of the property within the District; and/or (iii) impose or declare covenants, conditions and restrictions pertaining to the use, occupancy and operation of the Series Projects.

Section 807. Completion and Maintenance of Series Projects. The District shall complete the acquisition and construction of a Series Project with all practical dispatch and in a sound and economical manner. So long as any Series Project is owned by the District, the District shall maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation thereof may be properly and advantageously conducted.

Section 808. Reports.

(a) **Annual Report.** The District shall, within thirty days of receipt and approval by the District, so long as any Bonds are Outstanding, deliver to each Requesting Owner (hereinafter defined), and otherwise as provided by law, a copy of its annual audit for such year, accompanied by an Accountant's Certificate, including: (a) statements in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year, and (b) statements of all receipts and disbursements of the Pledged Revenues of each Series of Bonds (unless the Pledged Revenues of such Series are remitted directly to the Trustee). The Trustee shall, within ninety (90) days after the close of each Fiscal Year so long as any Bonds are Outstanding, file with the District and District Manager a summary with respect to each Fund and Account of the deposits thereto and disbursements therefrom during such Fiscal Year and the amounts held therein at the end of such Fiscal Year, or at the option of the Trustee, such summary can be made on a monthly basis. For purposes of the foregoing, the term "Requesting Owner" shall mean the Owner (or beneficial owner in the case of book-entry Bonds) of more than \$1,000,000 aggregate principal amount of any Series of Bonds who requests such information in writing to the District.

(b) **Inspection.** The reports, statements and other documents required to be furnished by the District to the Trustee and District Manager and by the Trustee to the District and District Manager pursuant to any provisions hereof shall be available for inspection by any Owner at the designated corporate office of the District and District Manager upon the giving of at least five (5) days advance written notice to the District and District Manager.

(c) **Reports Pursuant to Uniform Special District Accountability Act of 1989.** The District covenants and agrees that it will comply with the provisions of Chapter 189.401 et seq., Florida Statutes, as amended, the Uniform Special District Accountability Act of 1989, to the extent applicable to the District, including any reporting requirements contained therein which are applicable to the District. The District may contract with a service provider selected by the District to ensure such compliance.

Section 809. Arbitrage and Other Tax Covenants. The District hereby covenants that it will not take any action, and will not fail to take any action, which action or failure would cause the Tax Exempt Bonds to become "arbitrage bonds" as defined in Section 148 of the Internal Revenue Code of 1986. The District further covenants that it will take all such actions after

delivery of any Tax Exempt Bonds as may be required in order for interest on such Tax Exempt Bonds to remain excludable from gross income (as defined in Section 61 of the Internal Revenue Code of 1986) of the Owners. Without limiting the generality of the foregoing, the District hereby covenants that it will to the extent not remitted by the Trustee from funds held in the Rebate Account, remit to the United States that Rebate Amount at the time and place required by this Master Indenture and any Supplemental Indenture, including any covenants regarding the tax-exempt status of the Bonds contained therein.

Section 810. Enforcement of Payment of Assessment. The District will assess, levy, collect or cause to be collected and enforce the payment of Assessments, Benefit Special Assessments, and/or any other sources which constitute Pledged Revenues for the payment of any Series of Bonds in the manner prescribed by this Master Indenture, any Supplemental Indenture and all resolutions, ordinances or laws thereunto appertaining at times and in amounts as shall be necessary in order to pay, when due, the principal of and interest on the Series of Bonds to which such Pledged Revenues are pledged; and to pay or cause to be paid the proceeds of such Assessments as received to the Trustee in accordance with the provisions hereof.

Section 811. Method of Collection of Assessments and Benefit Special Assessments. The District shall levy and collect Assessments and Benefit Special Assessment in accordance with applicable State law.

Section 812. Delinquent Assessments. If the owner of any lot or parcel of land shall be delinquent in the payment of any Assessment or Benefit Special Assessment, pledged to a Series of Bonds, then such Assessment or Benefit Special Assessments, shall be enforced in accordance with the provisions of the Act and Chapters 170 and/or 197, Florida Statutes, as amended, including but not limited to the sale of tax certificates and tax deed as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Assessment or Benefit Special Assessments, the District either on its own behalf, or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Outstanding Bonds of the Series, declare the entire unpaid balance of such Assessment or Benefit Special Assessment, to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapters 170 and 173, Florida Statutes, and Section 6(17) of the Act, or otherwise as provided by law. The District further covenants to furnish, at its expense, to any Owner of Bonds of the related Series so requesting, sixty (60) days after the due date of each annual installment, a list of all Delinquent Assessments together with a copy of the District's annual audit, and a list of foreclosure actions currently in progress and the current status of such Delinquent Assessments.

Section 813. Deposit of Proceeds from Sale of Tax Certificates. If any tax certificates relating to Delinquent Assessments which are pledged to a Series of Bonds are sold by the Tax Collector pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the related Series Revenue Account.

Section 814. Sale of Tax Deed or Foreclosure of Assessment or Benefit Special Assessment Lien. If any property shall be offered for sale for the nonpayment of any Assessment, which is pledged to a Series of Bonds, and no person or persons shall purchase such property for an amount less than or equal to the full amount due on the Assessments or Benefit Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Assessments or Benefit Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series of Bonds to which such Assessments or Benefit Special Assessments were pledged; provided that the Trustee shall have the right, acting at the direction of the Majority Owners of the applicable Series of Bonds secured by such Assessment or Benefit Special Assessment, but shall not be obligated, to direct the District with respect to any action taken pursuant to this paragraph. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the related Series Revenue Account. Not less than ten (10) days prior to the filing of any foreclosure action as herein provided, the District shall cause written notice thereof to be mailed to any designated agents of the Owners of the related Series of Bonds. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the District, it shall give written notice thereof to such representatives. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for the listing for sale of property acquired by it as trustee for the benefit of the Owners of the related Series of Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Outstanding Bonds of such Series.

Section 815. Other Obligations Payable from Assessments or Benefit Special Assessments. The District will not issue or incur any obligations payable from the proceeds of Assessments or Benefit Special Assessments securing a Series of Bonds nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon such Assessments or Benefit Special Assessments other than the lien of any Subordinate Debt except for fees, commissions, costs, and other charges payable to the Property Appraiser or to the Tax Collector pursuant to State law.

Section 816. Re-Assessments. If any Assessments or Benefit Special Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Assessments or Benefit Special Assessments is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Assessments or Benefit Special Assessments when it might have done so, the District shall either: (i) take all necessary steps to cause a new Assessment or Benefit Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement; or (ii) in its sole discretion, make up the amount of such Assessment or Benefit Special Assessment from legally available moneys, which moneys shall be deposited into the related Series Revenue Account. In case any such subsequent Assessment or Benefit Special Assessment shall also be annulled, the District shall obtain and make other Assessments or Benefit Special Assessments until a valid Assessment or Benefit Special Assessment shall be made.

Section 817. General. The District shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the District under law and this Master Indenture, in accordance with the terms of such provisions.

Upon the date of issuance of each Series of Bonds, all conditions, acts and things required by law and this Master Indenture and any Supplemental Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Series of Bonds shall exist, have happened and have been performed and upon issuance the issue of such Series of Bonds shall be within every debt and other limit prescribed by the laws of the State applicable to the District.

The District shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the District shall maintain its corporate existence as a local unit of special purpose government under the Act and shall provide for or otherwise require all Series Projects, and all parts thereof owned by the District to be (a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefitted thereby; and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

Section 818. Secondary Market Disclosure. The District covenants and agrees with the Owners, from time to time, of the Bonds issued hereunder to make best efforts to provide, or cause to be provided, on a timely basis, all appropriate information repositories such information and documents as shall be required by applicable law to enable Owners to purchase and resell the Bonds issued, from time to time, hereunder. For purposes of complying with the above-described provision, the District may rely on an opinion of counsel which is familiar with disclosure of information relating to municipal securities. Nothing herein shall, however, require the District to provide disclosure in order to enable the purchaser of a security in a "private placement transaction" within the meaning of applicable securities laws, to offer or re-sell such security in other than a "private placement transaction. All financial statements provided to a repository shall be in accordance with generally accepted governmental accounting principles and shall be provided to such repository as soon as practicable after the same becomes available. The financial statements shall contain such information as shall be customary for local governments, such as the District. Nothing in this Section 818 is intended to impose upon the District, and this Section 818 shall not be construed as imposing upon the District, any disclosure obligations beyond those imposed by applicable law. Failure to comply with the provisions of this Section 818 shall not constitute an Event of Default hereunder, but instead shall be enforceable by mandamus, injunction or any other means of specific performance.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

Section 901. Extension of Interest Payment. If the time for payment of interest of a Bond of any Series shall be extended, whether or not such extension be by or with the consent of the District, such interest so extended shall not be entitled in case of default hereunder to the benefit

or security of this Master Indenture unless the aggregate principal amount of all Bonds of such Bonds then Outstanding and of all accrued interest the time for payment of which shall not have been extended shall have previously been paid in full.

Section 902. Events of Default. Each of the following events is hereby declared an Event of Default with respect to a Series of Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

- (a) Any payment of Debt Service on such Series of Bonds is not made when due;
- (b) The District shall for any reason be rendered incapable of fulfilling its obligations hereunder or under the Supplemental Indenture relating to such Series of Bonds;
- (c) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of a related Series Project;
- (d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged a bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;
- (e) The District shall file a petition or answer seeking reorganization or any arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;
- (f) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;
- (g) The Trustee is authorized to withdraw funds from a Series Reserve Account in an amount greater than twenty-five percent (25%) of the applicable Series Reserve Account Requirement to pay debt service on such Serie of Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from such Series Reserve Account to pay debt service on such Series of Bonds) and any such amount withdrawn is not replenished within ninety (90) days of the date of such withdrawal;
- (h) Material breach by the District of any material covenant made by it in the Indenture securing a Series of Bonds, whether or not notice of such breach has been given; and
- (i) More than twenty percent (20%) of the operation and maintenance assessments levied by the District on tax parcels subject to Assessments pledged to a Series of Bonds are not paid by the date such are due and payable.

(j) The District shall default in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or herein or in the Supplemental Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the Bonds when due, which is an Event of Default under subsection (a) above and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten per centum (10%) in aggregate principal amount of the Bonds then Outstanding.

Section 903. Acceleration of Maturities of Bonds of a Series Under Certain Circumstances. Upon the happening and continuance of any Event of Default specified Section 902 above with respect to a Series of Bonds, the Trustee shall, upon written direction of the Majority Owners of such Series then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all of the Bond of such Series then Outstanding (if not then due and payable) to be due and payable immediately and, upon such declaration, the same shall become and be immediately due and payable, anything contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture authorizing such Series to the contrary notwithstanding; provided, however, that no such declaration of acceleration shall occur in the case of Bonds of a Series secured by Assessments, except to the extent that the Assessments have been accelerated and are currently due and payable in accordance with applicable law; and provided further, however, that if at any time after the aggregate principal amount of the Bonds of any Series then Outstanding shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Master Indenture or the related Supplemental Indenture, moneys shall have accumulated in the related Series Revenue Account sufficient to pay the principal of all matured Bonds of such Series and all arrears of interest, if any, upon all Bonds of such Series then Outstanding (except the aggregate principal amount of any Bonds of such Series then Outstanding that is only due because of a declaration under this Section, and except for the interest accrued on the Bonds of such Series since the last Interest Payment Date), and all amounts then payable by the District hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Paying Agent, and every other default (other than a default in the payment of the aggregate principal amount of the Bonds of such Series then Outstanding that is due only because of a declaration under this Section) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Majority Owners of such Series then Outstanding not then due except by virtue of a declaration under this Section, may, by written notice to the District, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 904. Enforcement of Remedies. Upon the happening and continuance of any Event of Default specified in Section 902 above with respect to a Series of Bonds, the Trustee may protect and enforce the rights of the Owners of the Bonds of such Series under State law, and under this Master Indenture, the related Supplemental Indenture and the Bonds of such Series, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein or in the related Supplemental Indenture granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights.

The Majority Owners of the Bonds of such Series then Outstanding shall, subject to the requirements of Section 607, have the right, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee hereunder, provided that such directions shall not be in conflict with any rule of law or this Master Indenture and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unduly prejudicial to the rights of the Owners of such Series of Bonds not parties to such direction or could subject the Trustee to personal liability or expense in which case the Trustee has the right to receive indemnity satisfaction to it in its sole discretion. Notwithstanding the foregoing, the Trustee shall have the right to select and retain legal counsel of its choosing to represent it in any such proceedings. The Trustee may take any other action which is not inconsistent with any direction under this second paragraph of this Section 904.

No Owner of such Series of Bonds shall have any right to pursue any other remedy under this Master Indenture or such Series of Bonds unless: (1) an Event of Default shall have occurred and is continuing; (2) the Majority Owners of such Series Outstanding have requested the Trustee, in writing, to exercise the powers granted in this first paragraph of this Section 904 or to pursue such remedy in its or their name or names; (3) the Trustee has been offered indemnity satisfactory to it against costs, expenses and liabilities reasonably anticipated to be incurred; (4) the Trustee has declined to comply with such request, or has failed to do so, within sixty (60) days after its receipt of such written request and offer of indemnity; and (5) no direction inconsistent with such request has been given to the Trustee during such 60-day period by the Majority Owners of such Series Outstanding. The provisions of this immediately preceding sentence of this Section 904 are conditions precedent to the exercise by any Owner of such Series of Bonds of any remedy hereunder. The exercise of such rights is further subject to the provisions of Sections 907, 909, 910 and the second paragraph of this Section 904. No one or more Owner of such Series of Bonds shall have any right in any manner whatever to enforce any right under this Master Indenture, except in the manner herein provided.

The District covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, including Delinquent Direct Billed Maintenance Special Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including Delinquent Direct Maintenance Special Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the Bonds of a Series. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners of the Bonds of a Series and allowed pursuant to Federal or State law, the District acknowledges and agrees that (i) upon failure of any property owner to pay an installment of Assessments collected directly by the District when due, that the entire Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within one hundred twenty (120) days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Section 905. Pro Rata Application of Funds Among Owners of a Series of Bonds. Anything in this Master Indenture to the contrary notwithstanding, if at any time the moneys in the Series Funds and Accounts shall not be sufficient to pay Debt Service on the related Series of Bonds when due, such moneys together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied as follows:

(a) Unless the aggregate principal amount of all the Bonds of such Series shall have become due and payable or shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, all such moneys shall be applied:

First: to the payment of any then-due fees, costs and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid;

Second: to payment to the persons entitled thereto of all installments of interest then due and payable on the Bonds of such Series, in the order in which such installments become due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the rates of interest specified in the Bonds of such Series; and

Third: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds of such Series which shall have become due (other than Bonds of such Series called for redemption for the payment of which sufficient moneys are held pursuant to this Master Indenture), in the order of their due dates, with interest upon the Bonds of such Series at the rates specified therein from the dates upon which they become due to their payment date, and, if the amount available shall not be sufficient to pay in full the principal of Bonds of such Series due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Owners of the Bonds of such Series entitled thereto without any discrimination or preference except as to any difference in the foregoing rates of interest.

(b) If the aggregate principal amount of all the Bonds of a Series shall have become due and payable in accordance with their terms or shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, all such moneys shall be applied first to the payment of any fees, costs and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid, and, then the payment of the whole amount of principal and interest then due and unpaid upon the Bonds of such Series, without preference or priority of principal or of interest or of any installment of interest over any other, or of any Bond over any other Bond of such Series, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds of such Series.

(c) If the principal of all the Bonds of a Series shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, and if such declaration shall thereafter have been rescinded and annulled pursuant to the provisions of Section 903 of this Article, then,

if the aggregate principal amount of all of the Bonds of such Series shall later become due or be declared due and payable pursuant to the provisions of Section 903 of this Article, the moneys remaining in and thereafter accruing to the related Series Revenue Fund shall be applied in accordance with subsection (b) above.

The provisions of this Section are in all respects subject to the provisions of Section 901 of this Article.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied by the Trustee at such times as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application. The deposit of such moneys with the Paying Agent shall constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to any Owner or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies such moneys in accordance with such provisions of this Master Indenture as may be applicable at the time of application. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to any Owner until such Bond shall be surrendered to him for appropriate endorsement.

Section 906. Effect of Discontinuance of Proceedings. If any proceeding taken by the Trustee or any Owner on account of any default shall have been discontinued or abandoned for any reason, then the District and the Owner shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the Owners shall continue as though no such proceeding had been taken.

Section 907. Restriction on Individual Owner Actions. Except as provided in Section 910 below, no Owner of any of the Bonds shall have any right in any manner whatever to affect, disturb or prejudice the security of this Master Indenture or any Supplemental Indenture, or to enforce any right hereunder or thereunder except in the manner herein or therein provided, and all proceedings at law or in equity shall be instituted and maintained for the benefit of all Owners of the Bonds of such Series.

Section 908. No Remedy Exclusive. No remedy conferred upon the Trustee or the Owners is intended to be exclusive of any other remedy herein or in any Supplemental Indenture provided, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereunder.

Section 909. Delay Not a Waiver. No delay or omission of the Trustee or any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee and the Owners may be exercised from time to time and as often as may be deemed expedient.

Section 910. Right to Enforce Payment of Bonds. Nothing in this Article shall affect or impair the right of any Owner to enforce the payment of Debt Service on the Bond of which such person is the registered Owner, or the obligation of the District to pay Debt Service to the Owner at the time and place specified in such Bond.

Section 911. No Cross Default Among Series. The occurrence of an Event of Default hereunder or under any Supplemental Indenture with respect to any Series of Bonds shall not constitute an Event of Default with respect to any other Series of Bonds, unless the event giving rise to the Event of Default also constitutes an Event of Default hereunder or under the Supplemental Indenture with respect to such other Series of Bonds.

Section 912. Indemnification. Other than to make proper draws under a Credit Facility, the Trustee shall be under no obligation to institute any suit or to take any remedial proceeding under this Master Indenture or any Supplemental Indenture or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to advance its own money, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. Notwithstanding the foregoing, the indemnification provided by this Section 912 shall not be applicable in cases of the Trustee's gross negligence or willful misconduct.

Section 913. Provision Relating to Bankruptcy or Insolvency of Landowner. (a) The provisions of this Section 913 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least five percent (5%) of the Assessments pledged to the Bonds of a Series Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

(b) The District acknowledges and agrees that, although the Bonds of a Series were issued by the District, the Owners of the Bonds of a Series are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds of a Series Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series Outstanding, the Outstanding Bonds of a Series or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of a Series Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other

action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series Outstanding, the Bonds of a Series Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of a Series Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Assessments relating to the Bonds of a Series, Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Assessments relating to the Bonds of a Series Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District's claim and rights with respect to the Assessments relating to the Bonds of a Series Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Assessments pledged to the Bonds of a Series Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

The District acknowledges and agrees that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Maintenance Special Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion but not seek to reduce the amount of Special Assessments. Any actions taken by the District in pursuance of its claim for Maintenance Special Assessments in any Proceeding shall not be considered an action adverse

or inconsistent with the Trustee's rights or consents with respect to the Assessments relating to the Bonds of a Series Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

ARTICLE X EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF OWNERSHIP OF BONDS

Section 1001. Execution of Instruments by Owners and Proof of Ownership of Bonds. Any request, direction, consent or other instrument in writing required or permitted by this Master Indenture or any Supplemental Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by Owners or their attorneys or legal representatives. Proof of the execution of any such instrument shall be sufficient for any purpose of this Master Indenture and shall be conclusive in favor of the District with regard to any action taken by it under such instrument if verified by any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the Trustee or the District in pursuance of such request or consent.

Section 1002. Deposit of Bonds. Notwithstanding the foregoing, neither the District nor the Trustee shall be required to recognize any person as an Owner of any Bond or to take any action at his request unless such Bond shall be deposited with the Trustee (unless such Bond is held by DTC under its book-entry only system).

ARTICLE XI SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures. Without Owners' consent, the Governing Body from time to time may authorize such indentures supplemental hereto or amendatory hereof as shall not be inconsistent with the terms and provisions hereof (which supplemental indenture shall thereafter form a part hereof), without the consent of the Owners, for the following purposes:

(a) to provide for the initial issuance of a Series of Bonds or refunding bonds of a Series; or

(b) to make any change whatsoever to the terms and provisions of this Master Indenture, but only as such change relates to a Series of Bonds upon the original issuance thereof (or upon the original issuance of refunding bonds of a Series which defease and discharge the

Supplemental Indenture of the Series of Bonds to be refunded) under and pursuant to the terms of the Supplemental Indenture effecting such change; or

(c) to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Master Indenture; or

(d) to grant to the Owners or to the Trustee on behalf of the Owners any additional rights or security that may lawfully be granted; or

(e) to add to the covenants and agreements of the District in this Master Indenture other covenants and agreements thereafter to be observed by the District to the benefit of the Owners of the Outstanding Bonds; or

(f) to make such changes as may be necessary in order to reflect amendments to the Act and/or Chapters 170, 197 and 298, or other Florida Statutes, so long as, in the opinion of counsel to the District, such changes either: (a) do not have a material adverse effect on the Owners of each Series of Bonds to which such changes relate; or (b) if such changes do have a material adverse effect, that they nevertheless are required to be made as a result of such amendments; or

(g) to modify the provisions of this Master Indenture or any Supplemental indenture provided that such modification does not, in the written opinion of Bond Counsel, materially adversely affect the interests of the Owners of the Bonds Outstanding, upon which opinion the Trustee may conclusively rely.

Section 1102. Supplemental Indentures With Owner Consent. Subject to the provisions contained in this Section, and not otherwise, the Majority Owners then Outstanding shall have the right, from time to time, anything contained in this Master Indenture to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental hereto or amendatory hereof as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of this Master Indenture; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds then Outstanding and affected by such supplement or amendment,

(a) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond;

(b) a reduction in the principal, premium, or interest on any Bond;

(c) a preference or priority of any Bond over any other Bond; or

(d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture.

In addition to the foregoing, the Majority Owners of any Series then Outstanding shall have the right, from time to time, anything contained in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds to the contrary notwithstanding, to consent to and

approve the adoption of such indentures supplemental to the Supplemental Indenture relating to such Series of Bonds or amendatory thereof, but not hereof, as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of such Supplemental Indenture or of any indenture supplemental thereto; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds of such Series then Outstanding and affected by such amendment,

- (a) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond of such Series;
- (b) a reduction in the principal, premium, or interest on any Bond of such Series;
- (c) a preference or priority of any Bond of such Series over any other Bond of such Series; or
- (d) a reduction in the aggregate principal amount of the Bonds of such Series required for consent to such indenture supplemental to the Supplemental Indenture.

If at any time the District shall determine that it is desirable to approve any Supplemental Indenture pursuant to this Section 1102, the District shall cause the Trustee to mail, at the expense of the District, notice of the proposed approval to the Owners whose approval is required. Such notice shall be prepared by the District and shall briefly set forth the nature of the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture and shall state that copies thereof are on file with the Secretary for inspection by all affected Owners. The District shall not, however, be subject to any liability to any Owner by reason of its failure to cause the notice required by this Section to be mailed and any such failure shall not affect the validity of such Supplemental Indenture or indenture supplemental to a Supplemental Indenture when consented to and approved as provided in this Section.

Whenever, at any time within one (1) year after the date of the first mailing of such notice, there shall be delivered to the District an instrument or instruments in writing purporting to be executed by the Owners of the requisite principal amount of the Bonds of such Series Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Governing Body and the Trustee may approve such Supplemental Indenture and cause it to be executed, in substantially such form, without liability or responsibility to any Owner.

Section 1103. Opinion of Bond Counsel With Respect to Supplemental Indenture. In addition to the other requirements herein set forth with respect to Supplemental Indentures or indenture supplemental to a Supplemental Indenture, no such indenture shall be effective unless and until there shall have been delivered to the Trustee the opinion of Bond Counsel, at the expense of the District, to the effect that such indenture is permitted pursuant to this Master Indenture and that such indenture is the valid and binding obligation of the District enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or

general equitable principles, upon which opinion the Trustee may conclusively rely. In addition, if such indenture relates to a Series of Tax Exempt Bonds, such opinion shall also state that such indenture will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the related Series of Bonds.

Section 1104. Supplemental Indenture Part of Indenture. Any supplemental indenture executed in accordance with this Article and approved as to legality by counsel to the District shall thereafter, except as otherwise provided therein, form a part of this Master Indenture. Except as applicable only to Bonds of a Series, all of the terms and conditions contained in any such supplemental indenture amendatory of this Master Indenture shall be part of the terms and conditions hereof.

Section 1105. Insurer or Issuer of a Credit or Liquidity Facility as Owner of Bonds. As long as a Credit or Liquidity Facility securing all or a portion of the Bonds of a Series Outstanding is in effect and the issuer thereof is not in default of any of its obligations under such Credit or Liquidity Facility, as the case may be, the issuer of the Credit or Liquidity Facility or the Insurer, to the extent so authorized in the applicable Supplemental Indenture, will be deemed to be the Owner of the Bonds of such Series secured by the Credit or Liquidity Facility: (i) at all times for the purpose of the execution and delivery of a supplemental indenture or of any amendment, change or modification of the Master Indenture or the applicable Supplemental Indenture or the initiation by Owners of any action to be undertaken by the Trustee at the Owner's request, which under the Master Indenture or the applicable Supplemental Indenture requires the written approval or consent of or can be initiated by the Majority Owners of the Series at the time Outstanding; (ii) at all times for the purpose of the mailing of any notice to Owners under the Master Indenture or the applicable Supplemental Indenture; and (iii) following an Event of Default for all other purposes. Notwithstanding the foregoing, neither an Insurer nor the issuer of a Credit or Liquidity Facility with respect to a Series of Bonds will be deemed to be an Owner of the Bonds of such Series with respect to any such Supplemental Indenture or of any amendment, change or modification of the Master Indenture which would have the effect of permitting: (i) a change in the terms of redemption or maturity of any Bonds of a Series Outstanding or of any installment of interest thereon; or (ii) a reduction in the principal amount or the Redemption Price thereof or in rate of interest thereon; or (iii) reducing the percentage or otherwise affecting the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment; or (iv) creating any preference or priority of any Bond of a Series over any other Bond of such Series.

ARTICLE XII DEFEASANCE

Section 1201. Defeasance and Discharge of the Lien of this Master Indenture and Supplemental Indentures.

(a) If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon and the obligations under any Letter of Credit Agreement and any Liquidity Agreement, at the times and in the manner stipulated therein and in this Master Indenture and any Letter of Credit Agreement and any Liquidity Agreement and pays or causes to be paid all other

moneys owing hereunder and under any Supplemental Indenture (including, without limitation the fees and expenses of the Trustee, including reasonable counsel fees and expenses), then the lien of this Master Indenture and all covenants, agreements and other obligations of the District to the Owners and the issuer of any Credit Facility or Liquidity Facility shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee upon the request of the District shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee and the Paying Agent shall pay over or deliver, as directed by the District, all moneys or securities held by them pursuant to this Master Indenture which are not required for the payment of principal or Redemption Price, if applicable, on Bonds not theretofore surrendered for such payment or redemption or for payment of obligations under any Letter of Credit Agreement and any Liquidity Agreement. If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Bonds or of a particular maturity, of a particular Series or of any part of a particular maturity or Series the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Master Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Master Indenture, and all covenants, agreements and obligations of the District to the Owners of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. Anything to the contrary in this Section 1201 notwithstanding, this Master Indenture shall not be discharged nor shall any Bonds with respect to which moneys or Federal Securities have been deposited in accordance with the provisions of this Section 1201 cease to be entitled to the lien, benefit or security under this Master Indenture, except to the extent that the lien, benefit and security of this Master Indenture and the obligations of the District hereunder shall be limited solely to and such Bonds shall be secured solely by and be payable solely from the moneys or Federal Securities so deposited.

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in escrow by the Trustee (through deposit pursuant to this Master Indenture of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in this Section. All Outstanding Bonds of any particular maturity or Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 1201 if: (i) in case any of such Bonds are to be redeemed on any date prior to their maturity, the District shall have given to the Trustee or the Bond Registrar irrevocable instructions accepted in writing by the Trustee or the Bond Registrar to mail as provided in Article III notice of redemption of such Bonds on such date; (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Federal Securities, the principal of and the interest on which when due shall, as demonstrated in an Accountant's Certificate, provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be; (iii) the District shall have given the Trustee or the Bond Registrar in form satisfactory to it irrevocable instructions to mail, postage prepaid, to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registry books of the District, a notice to the registered Owners of such Bonds and to the Registrar that the deposit required by (ii) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section 1201 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal

or redemption price, if applicable, on such Bonds; and (iv) an opinion of Bond Counsel to the effect that such defeasance is permitted under this Master Indenture and the Supplemental Indenture relating to the Series of Bonds so defeased, that the Bonds are no longer Outstanding and that, in the case of Tax-Exempt Bonds, such defeasance will not adversely affect the tax exempt status of such Series of Bonds. Neither Federal Securities nor moneys deposited with the Trustee pursuant to this Section 1201 nor principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on such Bonds; provided that any cash received from such principal or interest payments on such Federal Securities deposited with the Trustee: (i) to the extent such cash shall not be required at any time for such purpose as evidenced by an Accountant's Certificate or, and to the extent all obligations under any Letter of Credit Agreement or any Liquidity Agreement are satisfied, as determined by an Insurer or an issuer of any Credit Facility and any Liquidity Facility securing the Bonds with respect to which such Federal Securities have been so deposited, shall be paid over upon the direction of the District as received by the Trustee, free and clear of any trust, lien, pledge or assignment securing such Bonds or otherwise existing under this Master Indenture; and (ii) to the extent such cash shall be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Securities maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, and interest to become due on such Bonds, or obligations under any Letter of Credit Agreement or any Liquidity Agreement, on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over as received by the Trustee to the District, free and clear of any lien, pledge or security interest securing such Bonds or otherwise existing under this Master Indenture. For the purposes of this provision, Federal Securities means and includes only such securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof.

(c) As to any Variable Rate Bonds, whether discharged and satisfied under the provisions of subsection (a) or (b) above, the amount required for the interest thereon shall be calculated at the maximum rate permitted by the terms of the provisions which authorized the issuance of such Variable Rate Bonds; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than such maximum rate for any period, the total amount of moneys and Investment Obligations on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to fully discharge and satisfy such Bonds and obligations under Letter of Credit Agreement and any Liquidity Agreement pursuant to the provisions of this Section, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing said Variable Rate Bonds or otherwise existing under this Master Indenture or under any Letter of Credit Agreement or any Liquidity Agreement.

(d) Notwithstanding any of the provisions of this Master Indenture to the contrary, Option Bonds may only be fully discharged and satisfied either pursuant to subsection (a) above or by depositing in the Series Interest Account, the Series Principal Account and the Series Redemption Account, or in such other accounts which are irrevocably pledged to the payment of the Option Bonds, as the District may create and establish by Supplemental Indenture, moneys which together with other moneys lawfully available therefor shall be sufficient at the time of such deposit to pay when due the maximum amount of principal of and redemption price, if any, and

interest on such Option Bonds which could become payable to the Owners of such Bonds upon the exercise of any options provided to the Owners of such Bonds; provided however, that if, at the time a deposit is made pursuant to this subsection (d), the options originally exercisable by the Owner of an Option Bond are no longer exercisable, such Bond shall not be considered an Option Bond for purposes of this subsection (d). If any portion of the moneys deposited for the payment of the principal of and redemption price, if any, and interest on Option Bonds is not required for such purpose and is not needed to reimburse an Insurer or an issuer of any Credit Facility or Liquidity Facility, for obligations under any Letter of Credit Agreement or any Liquidity Agreement, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing such Option Bonds or otherwise existing under this Master Indenture or any Letter of Credit Agreement or Liquidity Agreement.

(e) Anything in this Master Indenture to the contrary notwithstanding, any moneys held by the Trustee or any Paying Agent in escrow for the payment and discharge of any of the Bonds which remain unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bonds became due and payable, shall, at the written request of the District be repaid by the Trustee or Paying Agent to the District, as its absolute property and free from trust, and the Trustee or Paying Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Bonds; provided, however, that before being required to make any such payment to the District, the Trustee or Paying Agent shall, at the expense of the District, cause to be mailed, postage prepaid, to any Insurer or any issuer of any Credit Facility or Liquidity Facility, and to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registry books of the District, a notice that such moneys remain unclaimed and that, after a date named in such notice, which date shall be not less than thirty (30) days after the date of the mailing of such notice, the balance of such moneys then unclaimed shall be returned to the District.

(f) In the event that the principal and Redemption Price, if applicable, and interest due on the Bonds shall be paid by the Insurer pursuant to a municipal bond insurance policy, the assignment and pledge and all covenants, agreements and other obligations of the District to the Owners of such Bonds shall continue to exist and the Insurer shall be subrogated to the rights of such Owners.

(g) Anything in this Master Indenture to the contrary notwithstanding, the provisions of the foregoing subsections (b) through (f) shall apply to the discharge of Bonds of a Series and to the discharge of the lien of any Supplemental Indenture securing such Series of Bonds as though each reference to the "Master Indenture" were a reference to such "Supplemental Indenture" and as though each reference to "Bonds Outstanding" were a reference to the "Bonds of such Series Outstanding."

Section 1202. Moneys Held in Escrow. All moneys and obligations held by an escrow or paying agent or trustee pursuant to this Section shall be held in escrow and the principal and interest of said obligations when received, and said moneys, shall be applied to the payment, when

due, of the principal, interest and premium, if any, of the Bonds to be paid or to be called for redemption.

ARTICLE XIII MISCELLANEOUS PROVISIONS

Section 1301. Effect of Covenant. All covenants, stipulations, obligations and agreements of the District contained in this Master Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the District and of the Governing Body of the District to the full extent authorized or permitted by law and all such covenants, stipulations, obligations and agreements shall bind or inure to the benefit of the successor or successors thereof from time to time and any officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Except as otherwise provided herein, all rights, powers and privileges conferred, and duties and liabilities imposed, upon the District or upon the Governing Body by this Master Indenture shall be exercised or performed by the Governing Body, or by such other officers, board, body or commission as may be required by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 1302. Manner of Giving Notice to the District and the Trustee. Any notice, demand, direction, request or other instrument authorized or required by this Master Indenture to be given to or filed with the District or the Governing Body or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Master Indenture if and when sent by certified mail, return receipt requested:

To the District, addressed to:

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

To the Trustee, addressed to:

U.S. Bank Trust Company, National Association
550 West Cypress Creek Road,
Suite 380

Fort Lauderdale, Florida 33309
Attention: Corporate Trust

or to such other address as shall be provided to the other party hereto in writing.

All documents received by the District and the Trustee under this Master Indenture shall be retained in their possession, subject at all reasonable times to the inspection of any Owner and the agents and representatives thereof.

Section 1303. Manner of Giving Notice to the Owners. Any notice, demand, direction, request, or other instrument authorized or required by this Master Indenture to be mailed to the Owners shall be deemed to have been sufficiently mailed if mailed by first class mail, postage pre-paid, to the Owners at their addresses as they appear at the time of mailing on the registration books maintained by the Bond Registrar.

Section 1304. Successorship of District Officers. If the offices of Chairman, or Secretary shall be abolished or any two or more of such offices shall be merged or consolidated, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the District or otherwise, all powers conferred and all obligations and duties imposed upon such officer shall be performed by the officer succeeding to the principal functions thereof or by the officer upon whom such powers, obligations and duties shall be imposed by law.

Section 1305. Inconsistent Provisions. All provisions of any resolutions, and parts thereof, which are inconsistent with any of the provisions of this Master Indenture are hereby declared to be inapplicable to this Master Indenture.

Section 1306. Further Acts; Counterparts. The officers and agents of the District are hereby authorized and directed to do all the acts and things required of them by the Bonds and this Master Indenture, for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and this Master Indenture.

This Master Indenture and any Supplemental Indenture may be executed in duplicate counterparts each of which shall constitute one and the same agreement.

Section 1307. Headings Not Part of Indenture. Any headings preceding the texts of the several Articles and Sections hereof and any table of contents, marginal notes or footnotes appended to copies hereof shall be solely for convenience of reference, and shall not constitute a part of this Master Indenture, nor shall they affect its meaning, construction or effect.

Section 1308. Effect of Partial Invalidity. In case any one or more of the provisions of this Master Indenture or of any Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Master Indenture or of the Bonds, but this Master Indenture and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Master Indenture is adopted with the intent that the laws of the State shall govern their construction.

Section 1309. Attorneys' Fees. Any reference herein to the term "attorneys' fees" or "legal fees" or words of like import shall include but not be limited to fees of legal assistants and paralegal and fees incurred in any and all legal proceedings, including any trial or appellate level proceedings, and any sales tax thereon.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS]

Section 1310. Effective Date. This Master Indenture shall be effective as of the date first above-written.

(SEAL)

**EAST NASSAU STEWARDSHIP
DISTRICT**

By:

Chairman

ATTEST:

By:

Secretary

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee**

By:

Vice President

EXHIBIT A

FORM OF REQUISITION

The undersigned, an Authorized Officer of East Nassau Stewardship District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of [February] 1, 2024 (the "Master Indenture"), as amended and supplemented by the [_____] Supplemental Indenture from the District to the Trustee, dated as of [_____] 1, 20__ (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Name of Payee:
- (C) Amount Payable:
- (D) Fund or Account and subaccount, if any, from which disbursement to be made:

[Costs of Issuance Account/Acquisition and Construction Fund]

The undersigned hereby certifies that **[obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the [_____] Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the [_____] Project and each represents a Cost of the [_____] Project, and has not previously been paid] OR [this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].**

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**EAST NASSAU STEWARDSHIP
DISTRICT**

By:

Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY**



If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the [_____] Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the [_____] Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the [_____] Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

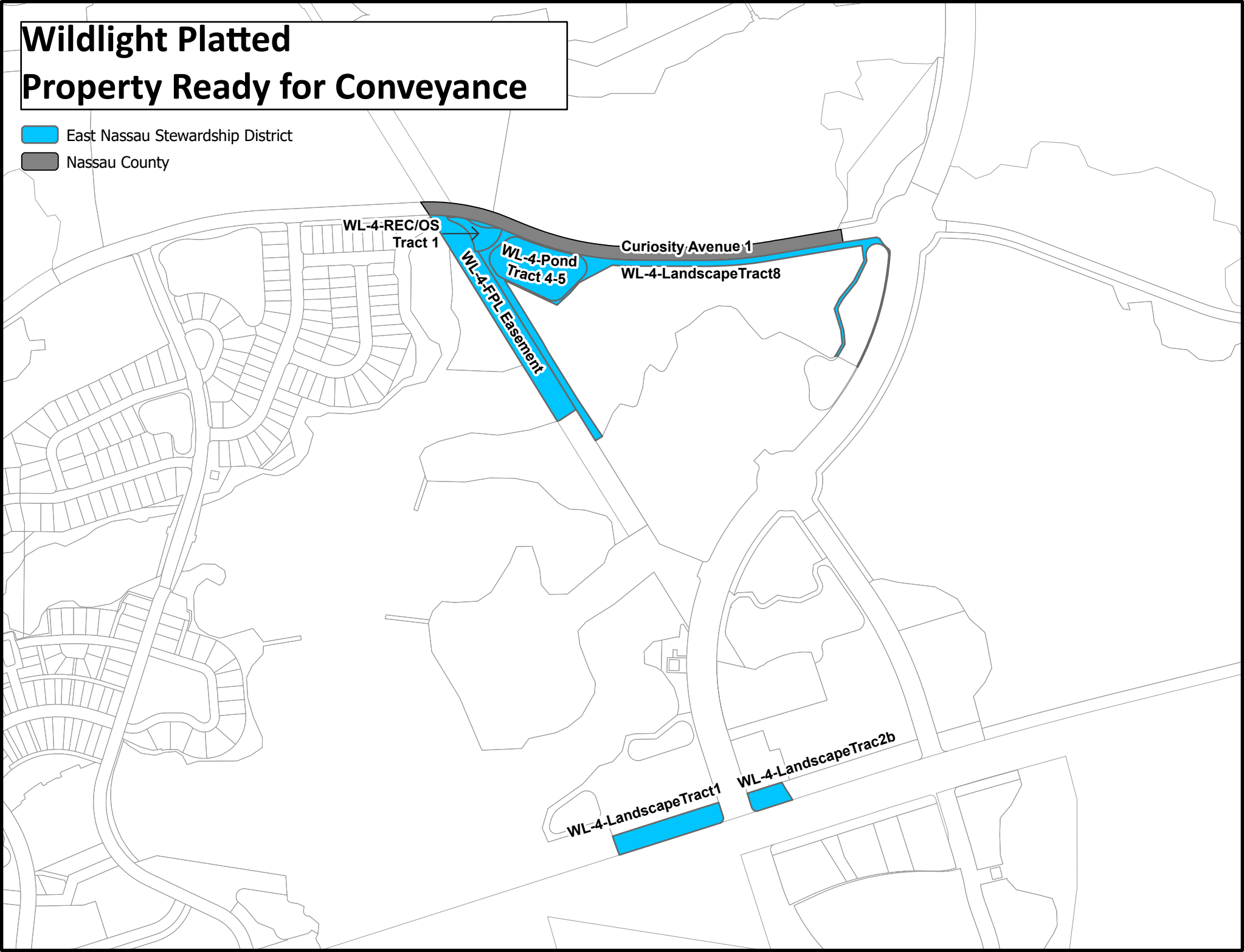
By: _____
Consulting Engineer

**EAST NASSAU
STEWARDSHIP DISTRICT**

9A

Wildlight Platted Property Ready for Conveyance

-  East Nassau Stewardship District
-  Nassau County



**EAST NASSAU
STEWARDSHIP DISTRICT**

9B

**[WILDLIGHT PDP 3 / POD 4 NORTH – PARTIAL ACQUISITION]
NOT FOR REIMBURSEMENT**

DESCRIPTION OF IMPROVEMENTS TO BE ACQUIRED:

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

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

ALSO INCLUDING

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

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

ALSO INCLUDING

MOBILITY TRAIL: All multi-use trail system infrastructure improvements and related facilities constructed in and for the development of East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

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

ALSO INCLUDING

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

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

DESCRIPTION OF WORK PRODUCT TO BE ACQUIRED:

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

ACQUISITION COSTS: none; acquisition not for reimbursement; Acquisition pursuant to *Acquisition Agreement [Wildlight Village Phase 2]*, dated April 30, 2021 (Series 2021 Project).



Tommy Jinks <tommy.jinks@wildlight.com>

Your Upbeat order confirmation

1 message

Upbeat Site Furnishings - Sales <sales@upbeat.com>
To: Thomas Jlnks <tommy.jinks@wildlight.com>

Wed, Nov 10, 2021 at 12:28 PM



1-800-325-3047

[Picnic Tables](#) | [Benches](#) | [Trash Receptacles](#) | [Bike Racks](#) | [More....](#)

Thank you for shopping at Upbeat.com. Here is your order summary. You will receive additional emails when your order is released to manufacturing, and when your order has shipped.

We hope you had a great experience with Upbeat and we'd love to hear your feedback. Please take a moment to [rate and review our company](#).

Order #2007296

Order Date: 2021-11-10 17:28:52

[Order Status](#) (Instantly view the status of your order online purchases and track your order.)

Your order includes the followings items:

Item: CR2780R

Anova Coronado Recycled Plastic 6' Contour Bench

Qty: 2 x \$2,130.00 each

PLASTIC SLAT COLOR: CEDAR

FRAME COLOR: TEXTURED PEWTER

Estimated Ship Date: January 19, 2022

Item: TR35DT

Anova Madison 35 Gal Recycled Plastic Receptacle, Open Hood Top

Qty: 1 x \$1,015.00 each

FRAME COLOR: TEXTURED PEWTER

LID COLOR: TEXTURED PEWTER

PLASTIC SLAT COLOR: CEDAR

Estimated Ship Date: January 19, 2022

Subtotal: \$5,275.00

Shipping & Handling: \$834.81

Grand Total (Excl. Tax): \$6,109.81

Tax: \$427.69

Grand Total: \$6,537.50

Subtotal: \$5,275.00
Shipping & Handling: \$834.81
Grand Total (Excl.Tax): \$6,109.81
Tax: \$427.69
Grand Total: \$6,537.50

Shipping Address:

Thomas Jlnks
Wildlight LLC
[1 Rayonier Way](#)
Yulee, Florida, 32097
United States
T: [3528123053](tel:3528123053)

Shipping Instructions:

Freight (U.S. 48 Contiguous States) - Economy
Freight

Billing Address:

Thomas Jlnks
Wildlight LLC
[1 Rayonier Way](#)
Yulee, Florida, 32097
United States
T: [3528123053](tel:3528123053)

Payment Method:

Credit Card

To ensure your complete satisfaction, we invite you to contact us with questions or feedback. You may also check the status of your order at any time by calling 800-325-3047.

NOTE: Any request for Lift-gate Service, Residential Delivery, Limited Access, or Call Before Delivery will generate accessorial/additional charges not included in the standard freight charge. In addition, Storage Charges can be assessed in some situations. To avoid additional charges, any unquoted services requested after the order has been placed require written confirmation from the carrier that no additional charges will apply for that service. If you have any questions please do not hesitate to contact us.

Thank you for shopping at [Upbeat.com](https://www.upbeat.com). We sincerely appreciate your business!

Upbeat Site Furnishings

p: 800-325-3047

[211 N Lindbergh Blvd, Suite 200 | St. Louis, MO 63141](#)

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Sales Proposal

Raydient Places
Greg Jones
1901 Island Walkway
Fernandina Beach, FL 32034

Quote No. SP106716-3
Customer No. 730240
Document Date 11/01/2021
Expiration Date 12/31/2021

Sales Representative Stacy Moseley
E-Mail StaMos@Kompan.com
Phone No. 904-716-7605 / 800-426-9788

Project Name US277016 Curiosity Ave Fitness

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
5-12 Play Area						
NRO888-0611	Double Balance Beam - Brown Pigmented In-ground 60cm 	1	Pieces	1,070.00	10.00	963.00
NRO806-0611	Stilts - Brown Pigmented In-ground 60cm 	1	Pieces	1,580.00	10.00	1,422.00
NRO833-1011	Double Web Climber - Brown Pigmented In-ground 100cm 	1	Pieces	3,790.00	10.00	3,411.00
NRO808-1011	Double Somersault - Brown Pigmented In-ground 100cm 	1	Pieces	1,030.00	10.00	927.00
NRO810-1011	Wobble Bridge - Brown Pigmented In-ground 100cm 	1	Pieces	5,050.00	10.00	4,545.00
NRO856-1013	Parkour 1 - Pigmented Brown In-ground 100cm 	1	Pieces	2,360.00	10.00	2,124.00



Sales Proposal

Raydient Places
 Greg Jones
 1901 Island Walkway
 Fernandina Beach, FL 32034

Quote No. SP106716-3
 Customer No. 730240
 Document Date 11/01/2021
 Expiration Date 12/31/2021

Sales Representative Stacy Moseley
 E-Mail StaMos@Kompan.com
 Phone No. 904-716-7605 / 800-426-9788

Project Name US277016 Curiosity Ave Fitness

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
M21102-3417P	Kompan Sign, 5-12 Age Group In-ground 60cm 	1 Pieces	470.00	100.00	
Open Lawn Area - 5 Hammocks					
NRO815-1011	Hammock - Brown Pigmented In-ground 100cm 	4 Pieces	4,870.00	10.00	17,532.00
US ROBINIA SERVICE	Robinia Service Program included in sales price				
INSTALLATION SERV	Installation of Products	1 Pieces	15,426.00	5.00	14,654.70
US-CUSTOM-SURFACING	Provide & Install Blown-in EWF up to 12" in 3265SF of the Fitness area Only	164 Cubic Yard	84.62	5.00	13,183.80
FREIGHT	Freight	1 Pieces	3,683.24		3,683.24
Please allow 11-13 weeks for product delivery upon order placement					
Please read attached General Assumptions and Exclusion document for information on Install/Sitework.					
Equipment is as per 2D Site Plan Curiosity Avenue Fitness Area L2.0 dated 10/28/21.					
Customer will be responsible for a 10" excavation					

Sales Proposal

Raydient Places
Greg Jones
1901 Island Walkway
Fernandina Beach, FL 32034

Quote No. SP106716-3
Customer No. 730240
Document Date 11/01/2021
Expiration Date 12/31/2021

Sales Representative Stacy Moseley
E-Mail StaMos@Kompan.com
Phone No. 904-716-7605 / 800-426-9788

Project Name US277016 Curiosity Ave Fitness

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
-----	-------------	-----	------	------------	------------	-----------

to 1% grade and ribbon curbs.

Description	Qty	Retail Price	Discount	Net Price
No. of Products	11			
Subtotal - Products		34,830.00	3,906.00	30,924.00
Subtotal - Surfacing		13,877.68	693.88	13,183.80
Subtotal - Installation		15,426.00	771.30	14,654.70
Subtotal - Freight		3,683.24		3,683.24
Total USD Excl. Tax				62,445.74
Estimated Tax rate				3,833.58
Total USD Incl. Tax				66,279.32

Payment Terms 50% Prepayment, 50% Net 30 days

Installation Site Address

Curiosity Avenue
1 Rayonier Way
Fernandina Beach, FL 32034



Sales Proposal

Raydient Places
Greg Jones
1901 Island Walkway
Fernandina Beach, FL 32034

Quote No. SP106716-3
Customer No. 730240
Document Date 11/01/2021
Expiration Date 12/31/2021

Sales Representative Stacy Moseley
E-Mail StaMos@Kompan.com
Phone No. 904-716-7605 / 800-426-9788

Project Name US277016 Curiosity Ave Fitness

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

























**EAST NASSAU
STEWARDSHIP DISTRICT**

10

BILL OF SALE AND LIMITED ASSIGNMENT FOR
MULTI-USE TRAIL SYSTEM INFRASTRUCTURE IMPROVEMENTS
(WILDLIGHT TRAIL)

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this ___ day of _____, 2023, by and between **WILDLIGHT LLC**, a Delaware limited liability company, whose address is 1 Rayonier Way, Wildlight, Florida 32097 “**Grantor**”), and **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, whose mailing address is c/o Wrathell, Hunt, & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**Grantee**”).

(Wherever used herein the terms “Grantor” and “Grantee” include all of the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

BACKGROUND STATEMENT

Grantee desires to own and maintain certain Multi-Use Trail System Infrastructure Improvements located on or within property identified in **Composite Exhibit A** and as described herein (“Improvements”). This instrument is intended to convey the interest of Grantor in and to all of such Improvements to Grantee, and in order to allow for the ownership and maintenance of such Improvements by Grantee.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all of the Improvements described below, together with all as-builts of the same, and all of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all guaranties, warranties, and lien waivers given heretofore and with respect to the construction or composition of all of the Improvements described below, to have and to hold for Grantee’s own use and benefit forever:

All potable water facilities and improvements constructed in and for the development of Multi-Use Trail System Infrastructure Improvements, all located on portions of the real property described in the schedule of values and legal description attached hereto as **Composite Exhibit A**, together with any Easements associated therewith.

2. Grantor hereby covenants, to the best of Grantor’s knowledge, with Grantee that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will

warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever, claiming by or through Grantor, solely.

3. Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements, and hereby assigns, transfers, and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent, and lawful authority to any and all forms to take this action in this document in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability provided in section 768.28, *Florida Statutes*.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Signed and sealed in the Presence of:

WILDLIGHT LLC, a Delaware limited liability company

_____(Sign)
_____(Print)

By: _____
Name: _____
Its: _____

_____(Sign)
_____(Print)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____, as _____ of _____, who is [] personally known to me, or [] has produced _____ as identification.


Print Name: _____
Notary Public, State of Florida

Composite Exhibit A: Map, Schedule of Values, & Legal Description

MAP SHOWING SKETCH & DESCRIPTION
OF
A PARCEL OF LAND, BEING A PORTION OF OF PARCEL 4B/2
AS SHOWN ON THE PLAT OF
EAST NASSAU - WILDLIGHT POP 3 / POD 4 NORTH RECORDED IN OFFICIAL
RECORDS BOOK 2589 PAGE 1789 OF THE PUBLIC RECORDER OF
NASSAU COUNTY, FLORIDA.


LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 28°08'51" W	6.25'
L2	S 85°08'51" W	24.72'
L3	S 15°30'29" E	7.98'
L4	N 74°29'21" E	19.28'
L5	S 85°08'48" E	21.06'
L6	S 25°47'23" W	79.00'
L7	S 31°50'38" E	15.16'
L8	N 25°47'22" E	78.21'
L9	N 87°51'03" W	125.25'
L10	N 31°50'32" W	35.82'
L11	N 35°51'48" W	15.36'

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	24°40'54"	118.00'	50.83'	25.82'	S 31°51'20" E	50.84'
C2	26°32'00"	38.00'	18.93'	9.56'	S 26°55'42" E	18.78'
C3	15°04'06"	208.44'	85.50'	43.08'	N 64°08'48" E	85.33'
C4	102°06'36"	3.89'	8.83'	4.81'	S 2°04'13" E	6.85'
C5	88°48'07"	27.00'	42.32'	28.81'	S 18°00'50" E	38.12'
C6	89°46'09"	178.00'	278.96'	191.39'	E 18°02'49" E	251.30'
C7	6°23'18"	1245.00'	198.86'	89.47'	N 11°13'03" E	198.72'
C8	204°1'45"	194.00'	171.85'	31.80'	N 34°36'01" W	168.11'
C9	28°48'57"	11.00'	17.24'	10.88'	N 19°03'50" W	15.83'
C10	92°51'35"	19.89'	21.82'	12.18'	N 2°08'52" W	20.74'
C11	17°50'32"	35.86'	17.40'	8.77'	N 38°58'34" W	17.33'
C12	27°53'48"	84.90'	45.77'	25.30'	N 32°14'25" W	45.52'

DEPICTED TO: 

ACREAGE TABLE	
AMOUNT TRAIL BASEMENT	0.25 ACRES

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

	SHEET 2 OF 3	L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063 PHONE (904) 786-5400 FAX (904) 786-1479 LICENSED BUSINESS No. 6885
	W.D. NO.: A-23-571 CHECKED BY: RJJ	DATE: 09/12/2023 CAD FILE: 23571.DWG

MAP SHOWING SKETCH & DESCRIPTION
OF
A PARCEL OF LAND, BEING A PORTION OF OF PARCEL 48-3
AS SHOWN ON THE PLAT OF
EAST NASSAU POWER LIGHT POB 3 / POD 4 NORTH RECORDED IN OFFICIAL
RECORDS BOOK 2838, PAGE 1789, OF THE PUBLIC RECORDS OF
NASSAU COUNTY, FLORIDA.

Winding Trail Easement:

A parcel of land, being a portion of Parcel 48-3, as shown on the plat of East Nassau - Waight PDP 3 / POD 4 North recorded in Official Records Book 2838, page 1789, of the public records of Nassau County, Florida and being more particularly described as follows:

Commence at the Northeastern corner of Parcel 48-3, as shown on the plat of East Nassau - Waight PDP 3 / POD 4 North, as recorded in Official Records Book 2838, page 1789, of the public records of Nassau County, Florida; thence on the Northern line of said Parcel 48-3, S 58°08'51" W, a distance of 5.25 feet to the Point of Beginning; thence continue on said Northern line, S 58°08'51" W, a distance of 24.72 feet to the beginning of a curve, concave Northeast, having a radius of 118.00 feet and a central angle of 24°40'54"; thence departing said Northern line and on the arc of said curve, a distance of 50.44 feet said arc being subtended by a chord which bears S 31°51'20" E, a distance of 50.44 feet to a point of reverse curvature of a curve having a radius of 38.00 feet and a central angle of 28°32'08"; thence on the arc of said curve, a distance of 18.95 feet said arc being subtended by a chord which bears S 29°55'43" E, a distance of 18.73 feet to the curve end; thence S 15°32'38" E, a distance of 7.98 feet; thence N 74°20'21" E, a distance of 19.68 feet; thence S 50°09'48" E, a distance of 81.08 feet to the beginning of a curve, concave Northwest, having a radius of 308.44 feet and a central angle of 15°54'08"; thence on the arc of said curve, a distance of 85.80 feet said arc being subtended by a chord which bears S 84°06'48" E, a distance of 85.33 feet to the beginning of a curve, concave southwest, having a radius of 3.89 feet and a central angle of 102°08'38"; thence on the arc of said curve, a distance of 8.93 feet said arc being subtended by a chord which bears S 21°44'13" E, a distance of 8.05 feet to the curve end; thence S 29°47'23" W, a distance of 78.04 feet to the beginning of a curve, concave Northeast, having a radius of 27.00 feet and a central angle of 89°48'07"; thence on the arc of said curve, a distance of 42.32 feet said arc being subtended by a chord which bears S 12°02'50" E, a distance of 38.12 feet to a point of reverse curvature of a curve having a radius of 178.00 feet and a central angle of 89°48'09"; thence on the arc of said curve, a distance of 278.89 feet said arc being subtended by a chord which bears S 15°02'49" E, a distance of 251.30 feet to a point on the Westerly line of the aforesaid Parcel 48-2; thence on said Westerly line, S 31°50'36" E, a distance of 19.16 feet to a point on the Westerly Right of Way line of Crosstown Boulevard (150 foot Right of Way) said point being on a curve, concave Southeast, having a radius of 1245.00 feet and a central angle of 6°23'18"; thence on the arc of said curve, a distance of 138.80 feet said arc being subtended by a chord which bears N 11°13'03" E, a distance of 136.73 feet to a point on a curve, concave Southwest, having a radius of 194.00 feet and a central angle of 50°41'45"; thence departing said Westerly Right of Way line and on the arc of said curve, a distance of 171.65 feet said arc being subtended by a chord which bears N 34°35'01" W, a distance of 188.11 feet to a point of reverse curvature of a curve having a radius of 11.00 feet and a central angle of 89°48'07"; thence on the arc of said curve, a distance of 17.24 feet said arc being subtended by a chord which bears N 15°02'50" W, a distance of 15.53 feet to the curve end; thence N 29°47'22" E, a distance of 78.21 feet to the beginning of a curve, concave Westerly, having a radius of 19.89 feet and a central angle of 62°51'59"; thence on the arc of said curve, a distance of 21.82 feet said arc being subtended by a chord which bears N 02°06'53" W, a distance of 20.74 feet to a point on the Northeastern line of the aforesaid Parcel 48-2; thence on said Northeastern line, N 67°57'03" W, a distance of 123.29 feet to a point on the Eastern line of the aforesaid Parcel 48-2, said point also being on the Eastern Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way) as shown on the aforesaid plat of East Nassau - Waight PDP 3 / POD 4 North; thence on said Eastern line, N 31°50'32" W, a distance of 35.82 feet; thence departing said Eastern line, N 55°57'45" W, a distance of 15.36 feet to the beginning of a curve, concave Southwest, having a radius of 55.88 feet and a central angle of 17°50'32"; thence on the arc of said curve, a distance of 17.40 feet said arc being subtended by a chord which bears S 52°52'54" W, a distance of 17.33 feet to the beginning of a curve, concave Northwest, having a radius of 84.00 feet and a central angle of 27°53'46"; thence on the arc of said curve, a distance of 48.77 feet said arc being subtended by a chord which bears N 30°14'29" W, a distance of 45.52 feet to the Point of Beginning.

SURVEYOR'S NOTES:

1. THIS MAP IS NOT A BOUNDARY SURVEY.

2. BEARINGS SHOWN HEREON REFER TO FLORIDA STATE PLANE, FLORIDA ERF (USE NORTH AMERICAN DATUM OF 1983/2011) ADJUSTMENT AND ARE BASED ON CONTROL POINTS PD 08900, DESIGNATION NASSAU 20, THE BEARING BEING BEING THE WESTERLY LINE OF PARCEL 48-2 OF EAST NASSAU - WRIGHT PDP 3 / POD 4 NORTH RECORDED IN OFFICIAL RECORDS BOOK 2838, PAGE 1789, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, HAVING A GRID BEARING OF N 27°50'22" W.

3. SOURCES OF INFORMATION:


- * FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 200 (ATA), SECTION 74040-2504.
- * FLORIDA DEPARTMENT OF TRANSPORTATION CONTROL SURVEY OF STATE ROAD NO. 200 (ATA), SECTION 74040, DATED 12/31/2007 BY IVARY & ASSOCIATES.

OWNER:

WRIGHT LLC

ACREAGE TABLE	
WINDING TRAIL EASEMENT	0.20 ACRES

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

	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
OldWorldKnowledge - NewAgeTechnology		
W.O. NO.: A-23-371 CHECKED BY: RJJ	DATE: 09/12/2023 CAD FILE: 33571.DWG	DRAFTED BY: DHS FB N/A PG.

AFFIDAVIT REGARDING COSTS PAID
MULTI-USE TRAIL SYSTEM INFRASTRUCTURE IMPROVEMENTS
(WILDLIGHT TRAIL)

STATE OF FLORIDA
COUNTY OF NASSAU

I, _____, as _____ of Wildlight LLC, a Delaware limited liability company, on behalf of the Company (“**Wildlight**”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is _____ and I have authority to make this affidavit on behalf of Wildlight as shown below.
3. **Wildlight** is the developer of certain lands within the East Nassau Stewardship District, a special purpose unit of local government established pursuant to Chapter 2017-206 *Laws of Florida* (“**District**”).
4. The District’s *Engineer’s Report for Wildlight Village Phase 1* dated August 10, 2017, as revised December 12, 2018, the *East Nassau Stewardship District Engineers Report – First Addendum for Wildlight Village Phase 1*, dated August 6, 2018, and the *East Nassau Stewardship District Supplemental Engineers Report for Wildlight Village Phase 1*, dated October 18, 2018, as revised December 12 (“**Engineer’s Report**”) describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 2017-206, *Laws of Florida*.
5. Wildlight has expended funds to develop and/or acquire certain of the Multi-Use Trail System Infrastructure Improvements and/or associated Work Product described in the Engineer’s Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those Multi-Use Trail System Infrastructure Improvements and/or associated Work Product that have been completed to date and states the amounts that Wildlight has spent on those improvements and/or work product.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the Multi-Use Trail System Infrastructure Improvements and/or associated Work Product identified in **Exhibit A**.
7. I further understand and acknowledge that Wildlight does not seek reimbursement from the District for the costs paid by Developer to developer and/or acquire such Multi-Use Trail System Infrastructure Improvements and/or associated Work Product identified in **Exhibit A**.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

Executed this ____ day of _____, 2023.

Signed and sealed in the Presence of:

WIDLIGHT LLC, a Delaware limited liability company

_____(Sign)
_____(Print)

By: _____
Name: _____
Its: _____

_____(Sign)
_____(Print)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____, as _____ of _____, who is [] personally known to me, or [] has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

Composite Exhibit A – Map, Schedule of Values, & Legal Description

COMPOSITE EXHIBIT A

(INSERT CURRENT MAP)

RELEASE OF RESTRICTIONS ON THE EAST NASSAU STEWARDSHIP DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS, RELATED DOCUMENTS, AND SERVICES CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN MOBILITY/MULTI-USE TRAIL SYSTEM INFRASTRUCTURE IMPROVEMENTS.

THIS RELEASE is made the ___ day of _____, 2023, by _____ (“**Professional**”), in favor of the **EAST NASSAU STEWARDSHIP DISTRICT (“District”)**.

RECITALS

WHEREAS, Professional is a Florida corporation with offices located at _____; and

WHEREAS, the District is a local unit of special purpose government, being situated in Nassau County, Florida, and having offices located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; and

WHEREAS, Professional has created certain drawings, plans, specifications and related documents and/or has undertaken services in connection with the construction of certain Mobility Trail System Infrastructure Improvements (“**Work Product**”), all as more fully described in **Exhibit A** hereto and in that certain Bill of Sale and Limited Assignment (“**Bill of Sale**”) dated as of or about the same date as this certificate, for Wildlight LLC, a Delaware limited liability company, as owner and developer of lands within the District; and

WHEREAS, the District subsequently intends to acquire the Work Product from Wildlight LLC, and thereby secure the unrestricted right to use and rely upon the same for any and all purposes; and

WHEREAS, the District has requested Professional to confirm the release of all restrictions on the District’s right to use and rely upon the Work Product; and

WHEREAS, Professional has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and Professional agree as follows:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. RELEASE. Premised upon the District’s agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District’s right to use and rely upon the Work Product for any and all purposes. Further, Professional acknowledges that all warranties, contracts

and rights and remedies thereunder and other forms of indemnification, if any, may be freely transferred to the District from Wildlight LLC.

SECTION 3. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that, Professional has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that there are no outstanding requests for payment related to the Work Product and that there is no disagreement as to the appropriateness of payment made for Work Product.

SECTION 4. EFFECTIVE DATE. This Release shall take effect upon execution. This Release is effective only for the Work Product prepared in connection with those improvements more fully described in the Bill of Sale, and Professional is not waiving or releasing any rights with respect to future work to be conducted pursuant to its existing agreement.

WITNESSES:

a Florida _____

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____, as _____ of _____, who is [] personally known to me, or [] has produced _____ as identification.

Print Name: _____

Notary Public, State of Florida

EXHIBIT A

PLEASE SEE ATTACHED – [X] PAGES

DISTRICT ENGINEER’S CERTIFICATE
MOBILITY/MULTI-USE TRAIL SYSTEM INFRASTRUCTURE IMPROVEMENTS
(WILDLIGHT TRAIL)

_____ 2023

Board of Supervisors
East Nassau Stewardship District

Re: East Nassau Stewardship District (Nassau County, Florida)
Acquisition of Mobility/Multi-Use Trail System Infrastructure Improvements
(Wildlight Trail)

Ladies and Gentlemen:

The undersigned is a representative of England-Thims & Miller, Inc. (“**District Engineer**”), as District Engineer for the East Nassau Stewardship District (“**District**”) and does hereby make the following certifications in connection with the District’s acquisition from Wildlight LLC (“**Developer**”) of the Mobility/Multi-Use Trail System Infrastructure Improvements (“**Improvements**”), as further described in **Exhibit A** attached hereto, all as more fully described in that certain Bill of Sale and Limited Assignment (“**Bill of Sale**”) dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District’s capital improvement plan as set forth in the District’s *Engineer’s Report for Wildlight Village Phase 1* dated August 10, 2017, as revised December 12, 2018, the *East Nassau Stewardship District Engineers Report – First Addendum for Wildlight Village Phase 1*, dated August 6, 2018, and the *East Nassau Stewardship District Supplemental Engineers Report for Wildlight Village Phase 1*, dated October 18, 2018, as revised December 12, 2018 (together, the “**Engineer’s Report**”), and specially benefit property within the District as further described in the Engineer’s Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale and Exhibit A attached hereto and incorporated herein by reference. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.

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

FURTHER AFFIANT SAYETH NOT.

 Zach Brecht, P.E.
 District Engineer
 England-Thims & Miller, Inc.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by Zach Brecht, as _____ of _____, who is [] personally known to me, or [] has produced _____ as identification.

 Print Name: _____

Notary Public, State of Florida

EXHIBIT A

PLEASE SEE ATTACHED – [X] PAGES

CONTRACTOR’S ACKNOWLEDGMENT AND RELEASE
MOBILITY TRAIL SYSTEM INFRASTRUCTURE IMPROVEMENTS

THIS CONTRACTOR’S ACKNOWLEDGMENT AND RELEASE (“Release”) is made the ____ day of _____, 2023, by _____, a Florida _____, having a principal address of _____ (“Contractor”), in favor of the EAST NASSAU STEWARDSHIP DISTRICT (“District”), which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices located 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Construction Agreement*, dated _____ (“Contract”), between Contractor and **Wildlight LLC**, a Delaware limited liability company (“Developer”), Contractor has constructed for Developer certain Mobility Trail System Infrastructure Improvements and/or associated Work Product, as described in **Exhibit A** attached hereto and incorporated herein by this reference (“Improvements”); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired from Developer the Improvements constructed by Contractor in connection with the Contract, and accordingly, the District now has the unrestricted right to rely upon the terms of the Contract related to the Improvements for the same. However, the District’s acquisition of the Improvements and receipt of rights under the Contract, hereunder or otherwise, does not extinguish or limit the rights and remedies of the Developer under the Contract and is without prejudice thereto.

SECTION 3. WARRANTY AND INDEMNIFICATION. Contractor hereby consents to the assignment of any workmanship warranties provided by the Contractor to Developer pursuant to the Construction Contract and expressly acknowledges the District’s right to enforce the terms of the Contract with respect to such workmanship warranties. Contractor further agrees to indemnify and hold the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District for or resulting from breach of

such workmanship warranties by Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorneys', paralegals' and expert witness' fees and costs incurred by the District.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies (to and for the benefit of the District and the Developer) that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, certain amounts are still owed to Contractor. under the Contract (as such term is defined above) in the amount of [\$] which amount represents the balance to finish the work under the Contract plus retainage withheld to date, and that such amount shall be paid by Developer.

SECTION 5. EFFECTIVE DATE. This Release shall take effect upon execution.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

“Contractor”

a Florida _____

By: _____

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 _____, 2023, by _____, as _____ of _____, who is [] personally known to me, or [] has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

EXHIBIT A

PLEASE SEE ATTACHED – [X] PAGES.

CONTRACTOR'S ACKNOWLEDGMENT AND RELEASE
MOBILITY TRAIL SYSTEM INFRASTRUCTURE IMPROVEMENTS

THIS CONTRACTOR'S ACKNOWLEDGMENT AND RELEASE ("Release") is made the ____ day of March, 2020, by _____, a Florida corporation, having a principal address of _____ ("**Contractor**"), in favor of the **EAST NASSAU STEWARDSHIP DISTRICT ("District")**, which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices located 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Construction Agreement*, dated _____ ("**Contract**"), between Contractor and **Wildlight LLC**, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain Mobility Trail System Infrastructure Improvements and/or associated Work Product, as described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired from Developer the Improvements constructed by Contractor in connection with the Contract, and accordingly, the District now has the unrestricted right to rely upon the terms of the Contract related to the Improvements for the same. However, the District's acquisition of the Improvements and receipt of rights under the Contract, hereunder or otherwise, does not extinguish or limit the rights and remedies of the Developer under the Contract and is without prejudice thereto.

SECTION 3. WARRANTY AND INDEMNIFICATION. Contractor hereby consents to the assignment of any workmanship warranties provided by the Contractor to Developer pursuant to the Construction Contract and expressly acknowledges the District's right to enforce the terms of the Contract with respect to such workmanship warranties. Contractor further agrees to indemnify and hold the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District for or resulting from breach of such workmanship warranties by Contractor, its agents, employees, or officers. Said

indemnification shall include, but not be limited to, any reasonable attorneys', paralegals' and expert witness' fees and costs incurred by the District.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies (to and for the benefit of the District and the Developer) that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, certain amounts are still owed to Contractor, under the Contract (as such term is defined above) in the amount of [\$] which amount represents the balance to finish the work under the Contract plus retainage withheld to date, and that such amount shall be paid by Developer.

SECTION 5. EFFECTIVE DATE. This Release shall take effect upon execution.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

“Contractor”

_____ a Florida _____

By: _____

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 _____, 2023, by _____, as _____ of _____, who is [] personally known to me, or [] has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

EXHIBIT A

PLEASE SEE ATTACHED – [X] PAGES.

PREPARED BY AND RETURN TO:

**STATE OF FLORIDA
COUNTY OF NASSAU**

SPECIAL WARRANTY DEED
(Wildlight Trail)

THIS SPECIAL WARRANTY DEED is made this ___ day of _____, 2023, from **FELLOWSHIP WL, LLC**, a Florida limited liability company, whose address is 348 Enterprise Drive, Valdosta, Georgia 31601 (“Grantor”), to **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“Grantee”) (the words “Grantor” and “Grantee” to include any respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

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

TAX PARCEL ID#s: A PORTION OF _____

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

GRANTOR HEREBY EXPRESSLY SAVES, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, as an appurtenance to Grantor’s contiguous lands from whence this grant is made a perpetual non-exclusive access easement for the purposes of ingress, egress and regress over, upon and across the Property for vehicular and pedestrian access for Grantor, its affiliated or related companies and their agents, employees, representatives, contractors, successors, assigns, licensees and invitees, for activities including,

but not limited to, the operation or management of multifamily or senior housing. Neither Grantor nor Grantee shall be required to improve this easement to any higher standard than what is generally considered to be a woods road or trail.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "B"

"Permitted Exceptions"

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

**EAST NASSAU
STEWARDSHIP DISTRICT**

11

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

[ADVANCE ACQUISITION AGREEMENT FOR COMMERCE PARK MASTER IMPROVEMENTS]

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of November 2023, by and between:

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

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

RECITALS

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

WHEREAS, the Landowner is the owner of development area known as “**Commerce Park**”, which is located within the Central Planning Area of the Detailed Specific Area Plan #1, all within the boundaries of the District (the “**Development**”); and

WHEREAS, the District presently intends to finance, plan, design, acquire, construct, and/or install certain public, master infrastructure improvements, facilities, and services as detailed in the *Engineers Report for Central Planning Area* dated August 10, 2017 (the “**Engineer’s Report**”) attached to this Agreement as **Exhibit A** (the “**District Improvements**”), as the same may be amended and supplemented from time to time; and

WHEREAS, the District Improvements include those public, master infrastructure improvements necessary to support development of the Commerce Park including, but not limited to, roadways, stormwater management facilities, utilities, and landscape and hardscape improvements, all as more particularly described in the Engineer’s Report (“**Commerce Park Improvements**”); and

WHEREAS, the District does not have sufficient monies to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits,

specifications, and related third-party development documents (collectively, the “**Work Product**) or to timely commence the construction and/or installation of the Commerce Park Improvements described in **Exhibit A**; and

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

WHEREAS, the Landowner acknowledges that the District will have the right to use and rely upon said Work Product, upon conveyance of same, for any and all of its intended purposes and further desires to release to the District all of its right, title and interest in and to the same (except as provided for herein); and

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

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

- 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.
- 2. ACQUISITION DATE.** The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (“**Acquisition Date**”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement.
- 3. DISTRICT ENGINEER’S REVIEW.** The District Engineer shall review the Work Product and/or the Commerce Park Improvements requested to be conveyed to the District and shall certify to the District that such Work Product and/or Commerce Park Improvements is/are consistent with the Engineer’s Report and the District’s overall improvement plan, relate(s) to future ownership, operation, and maintenance of the related Commerce Park Improvements, represent(s) all known plans, permits, and specifications necessary for such future ownership, operation, and maintenance of the related Commerce Park Improvements, and were prepared and/or installed in accordance with respective specifications, subject to all applicable design

specifications and are capable of performing the intended functions, all as appropriate and/or applicable to each acquisition request.

4. ACQUISITION OF WORK PRODUCT. Subject to the terms and conditions of this Agreement, the Landowner agrees that the Work Product necessary and/or convenient for the District's future ownership, operation, and maintenance of the Commerce Park Improvements will be conveyed to the District, as may be requested by the District in its discretion. The Landowner shall provide assurance that all costs for Work Product have been paid by providing proof of payment in the form of copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner.

a. No Cost. The Parties agree that all Work Product shall be provided to the District at no cost.

b. RELEASE AND ACCEPTANCE. Except as otherwise provided for in this Agreement, the Landowner agrees to release, or assign as applicable, to the District all transferrable right, title, and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights therein and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised if owned by Landowner. To the extent determined necessary by the District, the Landowner shall use good faith efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided prior to the acquisition of any portion of the Work Product covered by the release.

c. LANDOWNER REPRESENTATION AND WARRANTY. Notwithstanding anything to the contrary contained herein: (i) Landowner's conveyance or assignment of the Work Product is made without representation or warranty whatsoever, and Landowner, its predecessors in interest, and affiliates, shall not be held liable for the Work Product or any defect therein and (ii) Landowner reserves a license to use the Work Product as set forth below, including reliance upon and enforcement thereof. The District agrees to seek recovery for any loss with respect to the Work Product from any person or entity who created the Work Product or who has provided an applicable warranty that has been assigned to the District pursuant to Section 3.D. of this Agreement.

d. ASSIGNMENT OF WARRANTY. The Landowner agrees to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, any transferable warranty for the person or entity who created the Work Product which is in favor of Landowner that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

e. **ACCESS.** The District hereby grants to Landowner, and Landowner hereby reserves, access to and the right to use the Work Product, without the payment of any fee by the Landowner, its successors, and affiliates. However, to the extent such access to and use of the Work Product causes the District to incur any de minimus cost, such as copying costs, the Landowner agrees to pay such cost or expense.

5. ACQUISITION OF COMMERCE PARK IMPROVEMENTS. The Landowner owns or will own certain Commerce Park Improvements identified in **Exhibit A**. Subject to the terms and conditions of this Agreement, the District agrees to acquire those completed portions of the Commerce Park Improvements. When a portion of the Commerce Park Improvements are completed and ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement and its general location. Landowner agrees to provide, at or prior to each Acquisition Date, the following: (i) instruments of conveyance such as special warranty bills of sale or such other instruments necessary to convey such portion of the Commerce Park Improvements as may be reasonably requested by the District in accordance (but not in conflict) with this Agreement, and (ii) any other reasonable releases, indemnifications, or documentation as may be reasonably requested by the District or Landowner in accordance (but not in conflict) with this Agreement. Any real property interests necessary for the functioning of the Commerce Park Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5. The District Engineer, in consultation with District Counsel, shall determine in writing whether or not the infrastructure to be conveyed is a part of the Commerce Park Improvements contemplated by the Engineer's Report, and if so, shall provide Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the District Engineer's review described in Section 3 above. The District's Manager (the "**District Manager**") shall determine, in writing, whether the District has, based on the Landowner's estimate of operation and maintenance cost, sufficient unencumbered funds to own, operate, and maintain the improvement; in the even that the District Manager determines there are insufficient unencumbered funds to own, operate, and maintain the improvements requested to be conveyed, Landowner agrees to fund the reasonable costs associated with same, until such time as the District can generate such necessary funds at its earliest opportunity.

a. **No Cost.** The Parties agree that all Commerce Park Improvements shall be provided to the District at no cost.

b. **CONVEYANCE.** All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third party governmental body, then the Landowner agrees to cooperate and provide such certifications or documents as may reasonably be required by such governmental body, if any.

c. **SUBSEQUENT CONVEYANCE TO PUBLIC ENTITY.** The Landowner agrees to cooperate fully in the transfer of any permits to the District or any governmental entity

with maintenance obligations for any Commerce Park Improvements conveyed pursuant to this Agreement. Developer shall be responsible for completion and subsequent transfer of all required permits, certifications, or other approvals necessary to convey the Improvements to the District or any governmental entity and shall provide copies of such documents to the District when received.

6. ACQUISITION OF REAL PROPERTY. Subject to the terms and conditions of this Agreement, the Landowner agrees to convey or cause to be conveyed to the District, at or prior to each Acquisition Date as reasonably determined by the District and Landowner, appropriate interests in Real Property over which the Commerce Park Improvements have been or will be constructed, and/or which are necessary for the operation and maintenance of and/or access to such Commerce Park Improvements.

a. No Cost. The Parties agree that all Real Property shall be provided to the District at no cost.

b. CONVEYANCE. Conveyance of appropriate Real Property shall be by a special warranty deed reasonably acceptable to the District together with a metes and bounds or other description, the lands upon which the Commerce Park Improvements are constructed and/or which are necessary for the operation and maintenance of, and access to the Commerce Park Improvements. The District may determine in its reasonable discretion that fee title is not necessary and, in such cases, shall accept such other interest in the lands upon which the Commerce Park Improvements are constructed as the District deems acceptable. Such instrument of conveyance shall be subject to a reservation by Landowner of its and its successors and assigns right and privilege to use the area conveyed and/or grant to third parties the right to construct the Commerce Park Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof. The Landowner shall pay all required closing costs (i.e., documentary stamps) if any, for the conveyance contemplated herein. The Landowner shall be responsible for all taxes and assessments levied on the lands subject to the conveyance contemplated herein until such time as the Landowner conveys all said lands to the District. At the time of conveyance, and if desired by the District, the Landowner shall provide, at its expense, an owner's title insurance policy satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the Landowner shall have the right but not the obligation to cure such defects at no expense to the District, failing which the District shall have the right to not acquire such interest.

c. BOUNDARY OR OTHER ADJUSTMENTS. Landowner and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Landowner's ownership. The Parties agree that any land transfers made to

accommodate such adjustments shall be accomplished by donation. However, the Party requesting such adjustment shall pay any third-party transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other third-party transfer costs.

7. TAXES, ASSESSMENTS, AND COSTS.

a. TAXES, ASSESSMENTS, AND COSTS RESULTING FROM AGREEMENT. The Landowner agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise) and non-ad valorem assessments, which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the Parties entering into this Agreement, if any, whether such taxes or assessments are imposed upon the District's property or property interest, or the Landowner's property or property interest. As to any parcel of Real Property conveyed by Landowner pursuant to this Agreement, the potential obligations of the Landowner to either indemnify the District or pay such taxes and assessments that may be incurred as a result of the Parties entering into this Agreement shall terminate one (1) year after conveyance of such parcel of Real Property. Notwithstanding the foregoing, the Parties represent to each other that they are not aware of any such taxes or assessments imposed upon the District as of the Effective Date of this Agreement.

b. TAXES AND ASSESSMENTS ON PROPERTY BEING ACQUIRED. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to reserve an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, the prorated portion of any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed. For example, if the District acquires property in October 2023, the Landowner shall escrow the pro rata amount of taxes due for the tax bill payable in November 2023. If any additional taxes are imposed on the District's property in 2023 for a period which property was owned by Landowner, then the Landowner agrees to reimburse the District for that additional amount.

ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

c. NOTICE. The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection B above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

d. TAX LIABILITY NOT CREATED. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

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

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

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

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

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

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

- A. If to Landowner: Wildlight LLC
1 Rayonier Way
Wildlight, Florida 32097
Attn: Mike Hahaj

- With a copy to: Office of General Counsel
1 Rayonier Way
Wildlight, Florida 32097
Attn: John Campbell

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

- With a copy to: Kutak Rock LLP
107 W. College Avenue
Attn: Michelle K. Rigoni

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

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

Attest:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair, Board of Supervisors

WILDLIGHT LLC
a Delaware limited liability company

Witness

Name: _____

Name: _____

Title: _____

Exhibit A: *Engineers Report for Central Planning Area dated August 10, 2017*

**EAST NASSAU
STEWARDSHIP DISTRICT**

12

**AMENDED AND RESTATED COST SHARE AGREEMENT BETWEEN
EAST NASSAU STEWARDSHIP DISTRICT AND WILDLIGHT COMMERCIAL ASSOCIATION, INC.,
FOR THE USE OF BULK RECLAIMED WATER**

THIS AGREEMENT (“AGREEMENT”) is made and entered into this 16th day of November 2023, effective as of 1st day of October 2019, by and between:

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

WILDLIGHT COMMERCIAL ASSOCIATION, INC., a Florida not-for-profit corporation, with a mailing address of 1 Rayonier Way, Wildlight, Florida 32097 (hereinafter "Association").

RECITALS

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

WHEREAS, Association has constructed an irrigation and distribution system which has mainline connections with meters that are billed to the Association by JEA; and

WHEREAS, the District desires to provide irrigation service for landscaping improvements within certain public rights-of-way, the general location of which are depicted in the attached **Exhibits A and B** (“District Landscape Areas”); and

WHEREAS, the District has previously requested and the Association has agreed to allow District to allow District to withdraw available reclaimed water from certain metered reclaimed water lines owned by Association in order to irrigate the District Landscape Areas rather than requiring District to install separately metered reclaimed water lines (“Reclaimed Water Withdrawals”); and

WHEREAS, the District and Association desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the parties for the Reclaimed Water Withdrawals.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. INCORPORATION OF RECITALS; PRIOR AGREEMENT CONFIRMED, RATIFIED, AND APPROVED. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement. The parties also hereby mutually agree as follows:

- 1.1 At a meeting of the Board of Supervisors (“Board”) of the District on October 17, 2019, the District approved a prior form of this Agreement substantially in the form of this Agreement (“Prior Agreement”). Although not signed, both parties agreed and intended for performance to be according to the terms of such Prior Agreement.
- 1.2 Both parties affirmatively agree that the parties were subject to the terms of such Prior Agreement with respect to all services previously performed and costs shares paid.
- 1.3 The Prior Agreement is substantively similar to this Agreement, which the parties now desire to amend and restate and make amendments reflecting the current allocation of cost share and the respective parties’ water usage.

2. COST ALLOCATION. Association agrees to allow the District to undertake the Reclaimed Water Withdrawals as described in this Agreement. During the term of this Agreement, the District shall pay to the Association those percentage of charges incurred by Association specified below as compensation for the Reclaimed Water Withdrawals attributable to the District Landscape Areas:

- 2.1 Prior Allocation. Following cost allocation for the irrigation services, the general location of which are depicted in the attached **Exhibit A**, previously approved by the Board are restated herein for purposes of confirming, ratifying, and approving the same and the payments made pursuant to same:
 - A. Cost Allocation for Water Usage – Meter Located at 90 Wildlight Avenue (Meter No. 84335631). The District shall pay its proportionate share of the water usage costs incurred to the Association. Such share shall be 80% (eighty percent) for District area and 20% (twenty percent) for Association area. The Association shall maintain records conforming to usual accounting practices and agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District.

B. Cost Allocation for Water Usage – Meter Located at 201 Wildlight Avenue (Meter No. 83003113). The District shall pay its proportionate share of the water usage costs incurred to the Association. Such share shall be 70% (seventy percent) for District area and 30% (thirty percent) for Association area. The Association shall maintain records conforming to usual accounting practices and agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District.

2.2 Current Allocation. Following cost allocations for the irrigation services, the general location of which are depicted in the attached **Exhibit B** are made in accordance with current water usage by the respective parties:

A. Cost Allocation for Water Usage – Meter Located at 340 Floco Ave (Meter No. #90059483). The District shall pay its proportionate share of the water usage costs incurred to the Association. Such share shall be 40% (forty percent) for District area and 60% (sixty percent) for Association area. The Association shall maintain records conforming to usual accounting practices and agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District.

3. TERM. This Agreement shall become effective as of October 1, 2019, and shall remain in effect until September 30, 2025. The Agreement shall automatically renew on an annual basis without further action from either party. However, either party shall have the right to terminate this Agreement at any time upon thirty days written notice.

4. CARE OF THE PROPERTY. The District shall use all due care to protect the property of Association from damage by the District or its employees or agents. The District agrees to repair any damage resulting from its actions within seventy-two (72) hours. Any such repairs shall be at the District's sole expense, provided, however that such repairs are not required as a result of any intentional or negligent act or omission by Association in which case District may undertake such repairs internally and bill the Association for associated costs.

5. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In connection with the use of Association's reclaimed water system, the District shall comply with all conditions and obligations imposed on Association by JEA pursuant to applicable agreements. Further, the District shall ensure that its actions are in compliance with all local, state, and federal regulations. The District shall take any action necessary to promptly correct instances of non-compliance, or comply with any and all regulatory orders or requirements affecting Association's reclaimed water system by

any governmental authority having jurisdiction. The District shall promptly notify Association in writing of all such instances of non-compliance, orders or requirements.

6. ENFORCEMENT OF AGREEMENT. In the event that either the District or Association is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. DEFAULTS. Failure by either party to perform each and every one of its obligations hereunder shall be a default, entitling either party to pursue whatever remedies are available to it under Florida law. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults.

8. ENTIRE AGREEMENT. This instrument, together with its Exhibit, shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both of the parties hereto.

10. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

12. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

1. If to Association: Wildlight Commercial Association, Inc.
1 Rayonier Way
Wildlight, Florida 32097
Attn: Association Manager

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

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

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

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

14. ASSIGNMENT. Neither the District nor Association may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

15. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Nassau County, Florida.

16. PUBLIC RECORDS. Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to Section 119.07(1)(a), Florida Statutes, Association shall permit such records to be inspected and copied by any person desiring to do so. Failure of Association to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

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

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

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

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

[Signature page follows]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Attest:

WIDLIGHT COMMERCIAL ASSOCIATION, INC.,
a Florida not-for-profit corporation

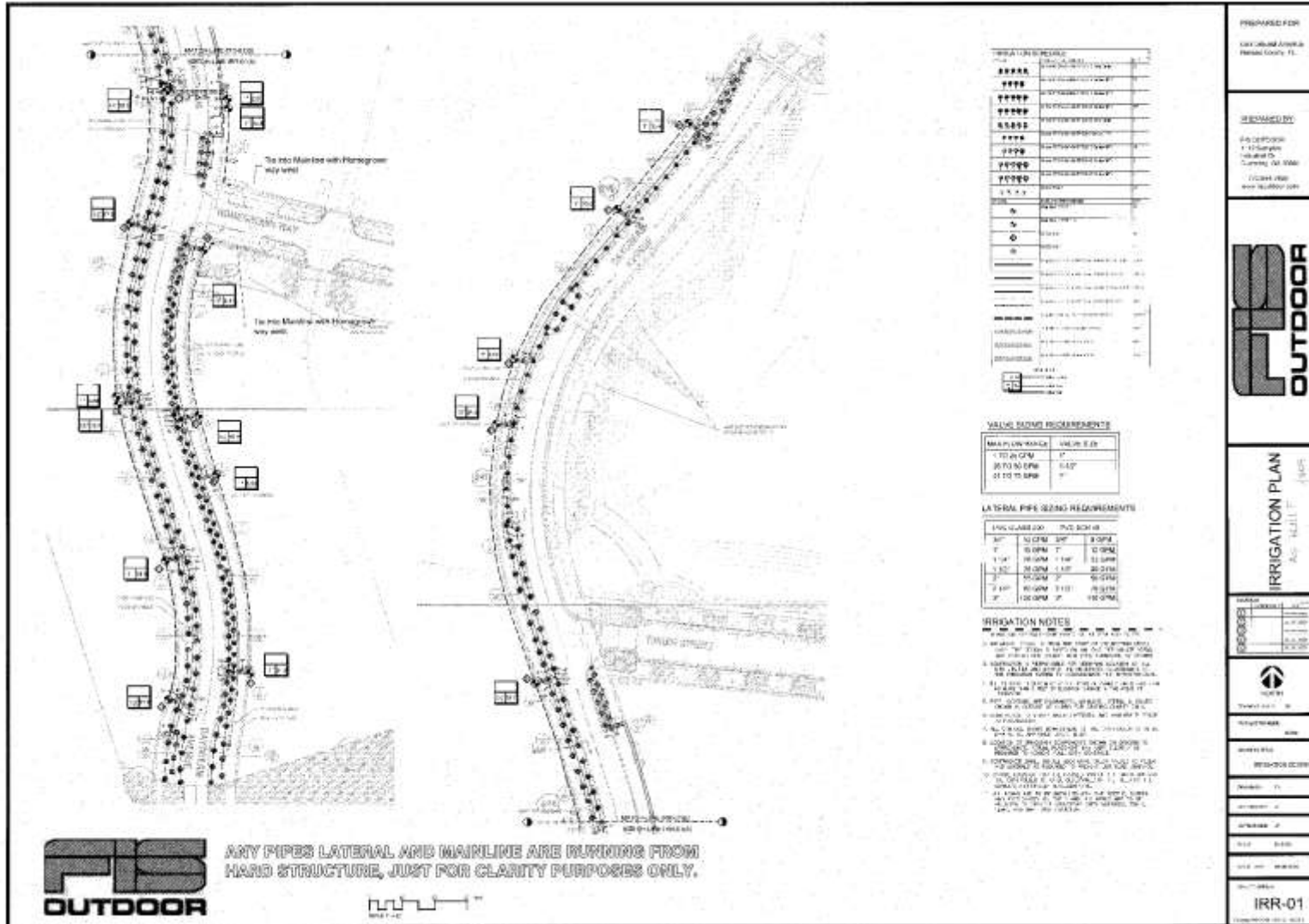
(Print name of witness)

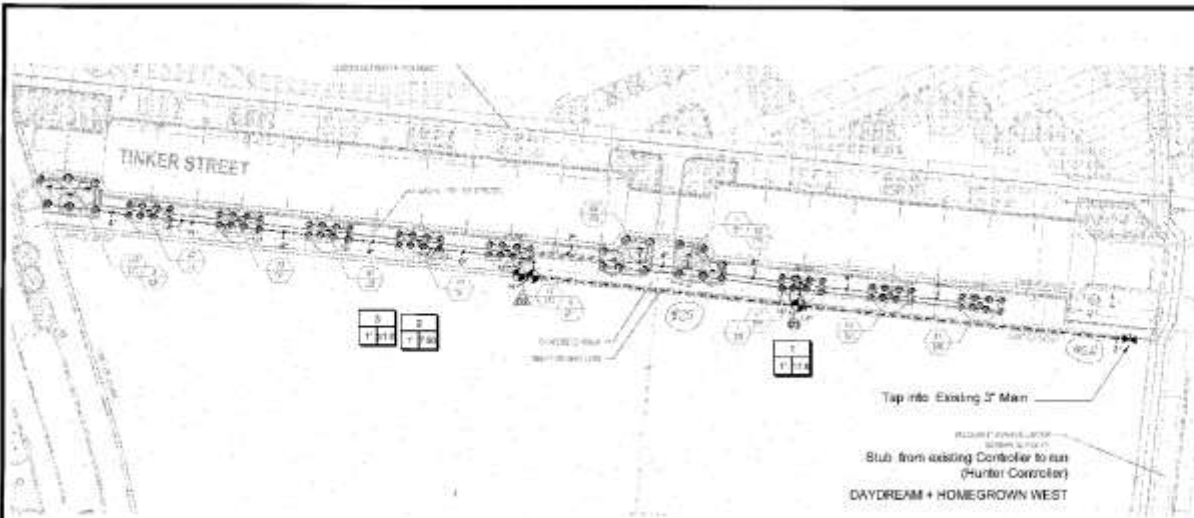
Title: _____

EXHIBIT A: Depiction of District Landscape Areas

EXHIBIT A

Depiction of Irrigation Services Area for District Landscape Areas – Prior Agreement





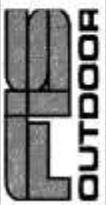
IRRIGATION SCHEDULE

SCHED	NAME	VALVE	START TIME	DURATION
1	Zone 1	1	6:00 AM	1:00
2	Zone 2	2	6:00 AM	1:00
3	Zone 3	3	6:00 AM	1:00

VALVE	TYPE	SIZE	LOSS
1	Ball Valve	1"	2.55
2	Ball Valve	1"	1.60
3	Ball Valve	1"	3.93

PREPARED BY
 TERRY STREET
 Mendocino County, CA

DESIGNED BY
 FIS OUTDOOR
 1112 S. 10th St.
 Corning, CA 96001
 (707) 438-7300
 www.fisoutdoor.com



IRRIGATION PLAN
 1/4" = 1'-0"

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	FWFE	WSP	DESIGN PSI	FRICTION LOSS	VALVE LOSS	PSI @ POC	PRECIP
1	Rain Bird PFSBR	1"	Shrub Spray	17.78	36	360.0	30	2.20	2.55	34.75	35.01	1.34 in
2	Rain Bird PFSBR	1"	Bubbler	7.50	15	491.8	30	1.18	1.60	33.68	33.32	1.70 in
3	Rain Bird PFSBR	1"	Shrub Spray	21.88	48	441.8	30	8.09	3.93	39.80	41.80	1.43 in

VALVE SIZING REQUIREMENTS

MAX FLOW RANGE	VALVE SIZE
1 TO 20 GPM	1"
20 TO 30 GPM	1.5"
30 TO 75 GPM	2"

WATER SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	SUN	MON	TUE	WED	THU	FRI	SAT	SUM WEEK	WINTER WEEK	GAL WEEK	GAL DAY
1	Rain Bird PFSBR	Shrub Spray	1.34 in	3 min	3 min	3 min	3 min	3 min	3 min	3 min	1	48	200.1	140.3
2	Rain Bird PFSBR	Bubbler	1.70 in	5 min	5 min	5 min	5 min	5 min	5 min	5 min	0.99	22	150	33
3	Rain Bird PFSBR	Shrub Spray	1.43 in	9 min	9 min	9 min	9 min	9 min	9 min	9 min	1	42	915.5	143.3
TOTALS				22	24	23	23	23	23	23		109	1,261	316.1

LATERAL PIPE SIZING REQUIREMENTS

PIVC CLASS 200	PIVC SCHEDULE
2"	15 GPM 1"
2"	15 GPM 1.5"
2"	30 GPM 1.5"
2"	30 GPM 2"
2"	30 GPM 2.5"
2"	45 GPM 2"
2"	45 GPM 2.5"

- ### IRRIGATION NOTES
1. ALL LATERAL PIPING SHALL BE 1.5" PIVC SCHEDULE 40.
 2. ALL MAINLINE PIPING SHALL BE 1.5" PIVC SCHEDULE 40.
 3. ALL VALVES SHALL BE 1.5" BALL VALVES.
 4. ALL PIPING SHALL BE 1.5" PIVC SCHEDULE 40.
 5. ALL PIPING SHALL BE 1.5" PIVC SCHEDULE 40.
 6. ALL PIPING SHALL BE 1.5" PIVC SCHEDULE 40.
 7. ALL PIPING SHALL BE 1.5" PIVC SCHEDULE 40.
 8. ALL PIPING SHALL BE 1.5" PIVC SCHEDULE 40.
 9. ALL PIPING SHALL BE 1.5" PIVC SCHEDULE 40.
 10. ALL PIPING SHALL BE 1.5" PIVC SCHEDULE 40.
 11. ALL PIPING SHALL BE 1.5" PIVC SCHEDULE 40.
 12. ALL PIPING SHALL BE 1.5" PIVC SCHEDULE 40.
 13. ALL PIPING SHALL BE 1.5" PIVC SCHEDULE 40.
 14. ALL PIPING SHALL BE 1.5" PIVC SCHEDULE 40.
 15. ALL PIPING SHALL BE 1.5" PIVC SCHEDULE 40.

DATE	DESCRIPTION	BY



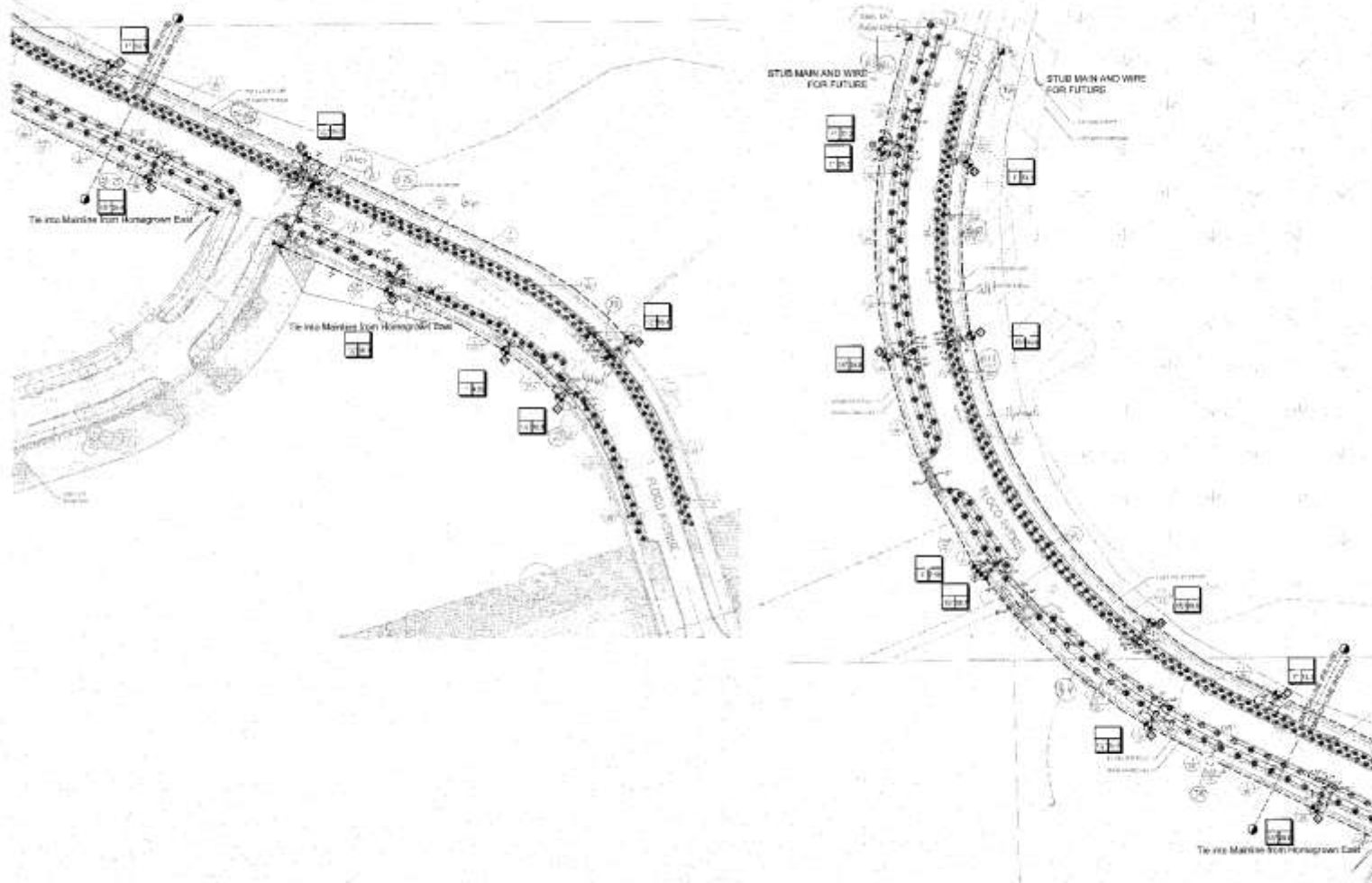
PROJECT NO.	1112
PROJECT NAME	TERRY STREET
CLIENT	TERRY STREET
DATE	11/11/2011
SCALE	1/4" = 1'-0"
DESIGNER	FIS OUTDOOR
CHECKER	FIS OUTDOOR
DATE	11/11/2011



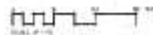
ANY PIPES LATERAL AND MAINLINE ARE RUNNING FROM HARD STRUCTURE, JUST FOR CLARITY PURPOSES ONLY.



IRR-01



ANY PIPES LATERAL AND MAINLINE ARE RUNNING FROM HARD STRUCTURE, JUST FOR CLARITY PURPOSES ONLY.

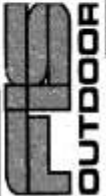


PREPARED FOR:

14000 AVENUE
Hess, Coon, FL

PREPARED BY:

FIS OUTDOOR
1113 Dunlap
Mesa, AZ 85204
760.546.7000
www.fisoutdoor.com



IRRIGATION PLAN
AS SHOWN

DATE:	
SCALE:	
PROJECT:	
CLIENT:	



PROJECT NO. 14000

DATE: 08/11/11

DESIGNER: FIS OUTDOOR

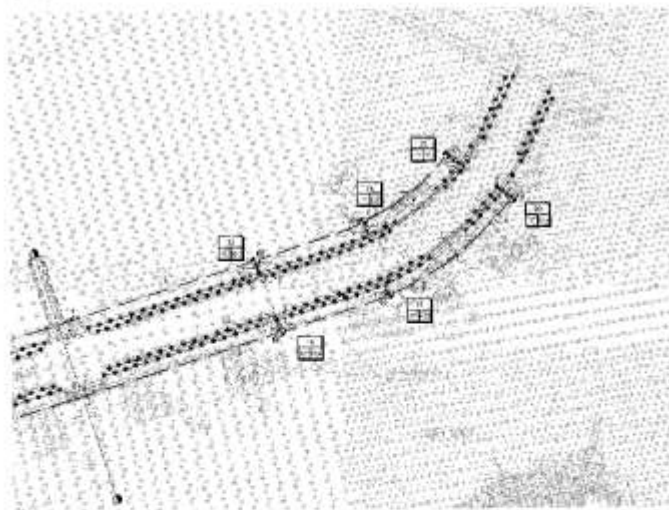
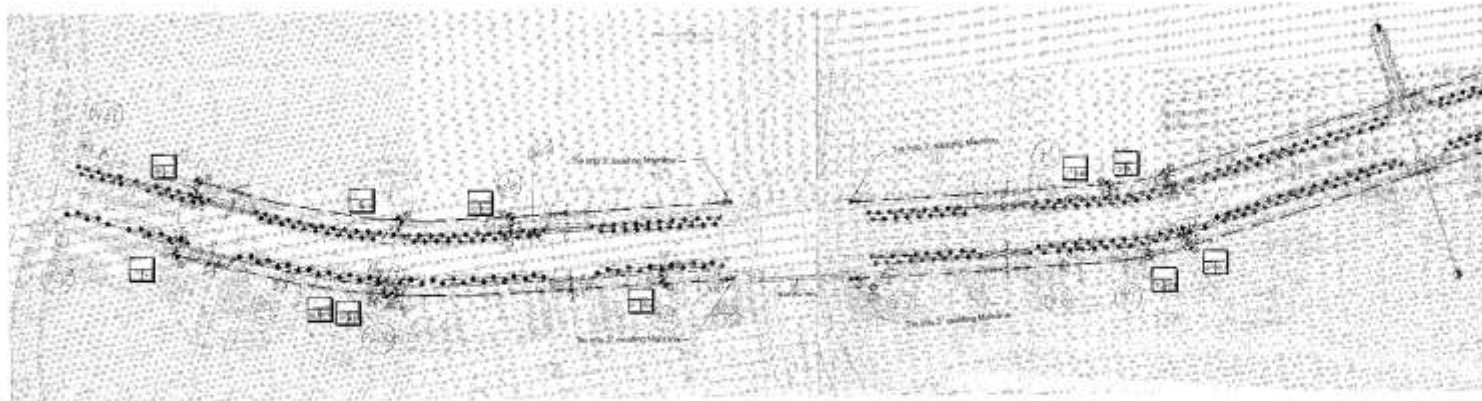
PROJECT: 14000

DATE: 08/11/11

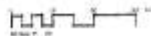
PROJECT: 14000

DATE: 08/11/11

PROJECT: 14000



ANY PIPES LATERAL AND MAINLINE ARE RUNNING FROM HARD STRUCTURE, JUST FOR CLARITY PURPOSES ONLY.



DECRANFIELD
 4000 DECRANFIELD AVENUE
 DECRANFIELD, MISSOURI 63031

PREPARED BY
 FIB OUTDOOR
 1112 BIRCHWOOD
 COLUMBIA, GA 30628
 (770) 962-1980
 WWW.FIBOUTDOOR.COM



IRRIGATION PLAN

DATE	11/11/2011
SCALE	AS SHOWN
PROJECT	1112 BIRCHWOOD
CLIENT	DECRANFIELD



1112 BIRCHWOOD

1112 BIRCHWOOD

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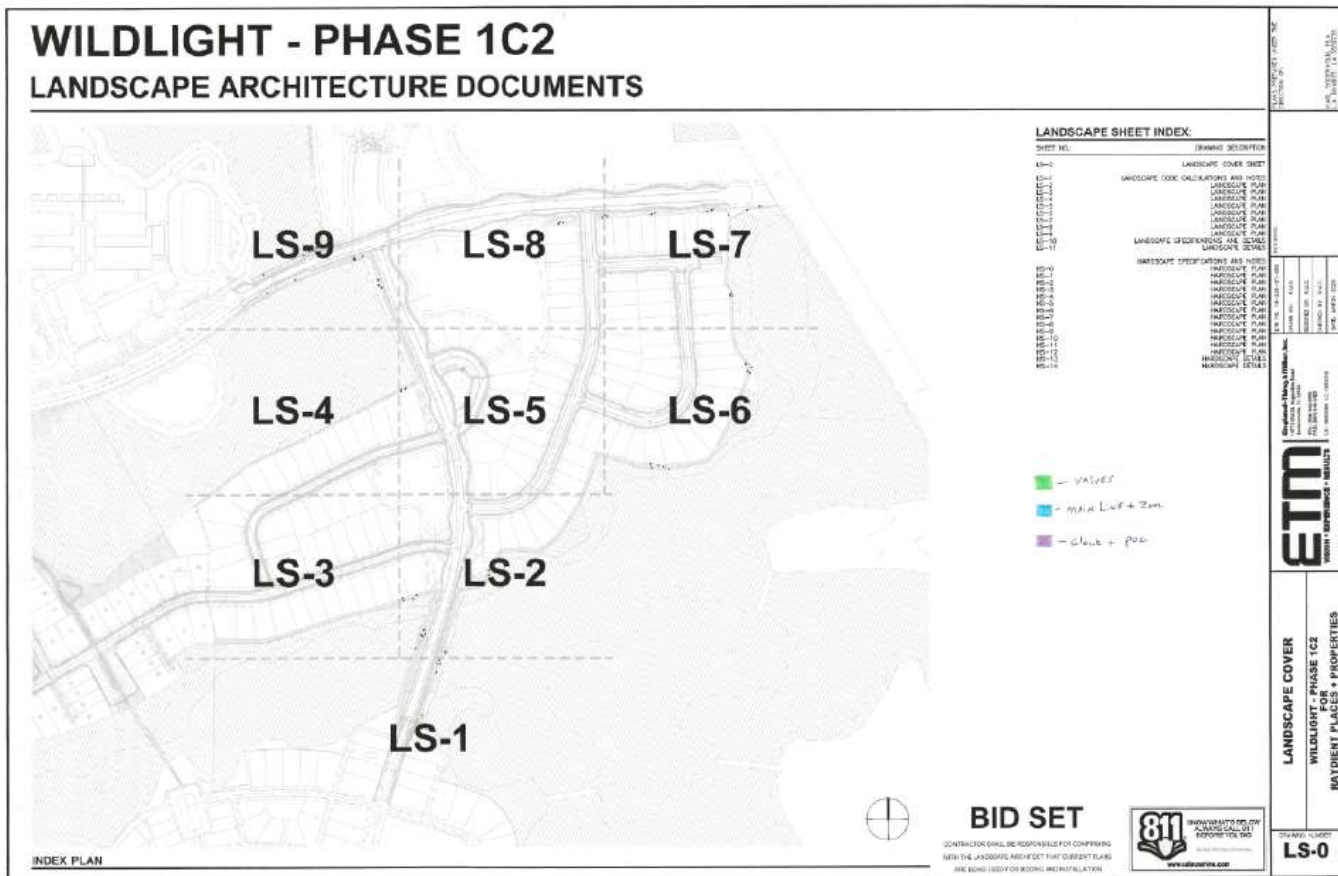
1112 BIRCHWOOD

1112 BIRCHWOOD

1112 BIRCHWOOD

Exhibit B

Depiction of Depiction of Irrigation Services Area for District Landscape Areas – Current Areas





MATCHLINE SEE SHEET LS-3

MATCHLINE SEE SHEET LS-2



KEY MAP

KEY MAP

NO.	DESCRIPTION
1	EXISTING LOT
2	EXISTING DRIVE
3	EXISTING SIDEWALK
4	EXISTING UTILITY
5	EXISTING CURB
6	EXISTING DRIVEWAY
7	EXISTING DRIVE
8	EXISTING DRIVE
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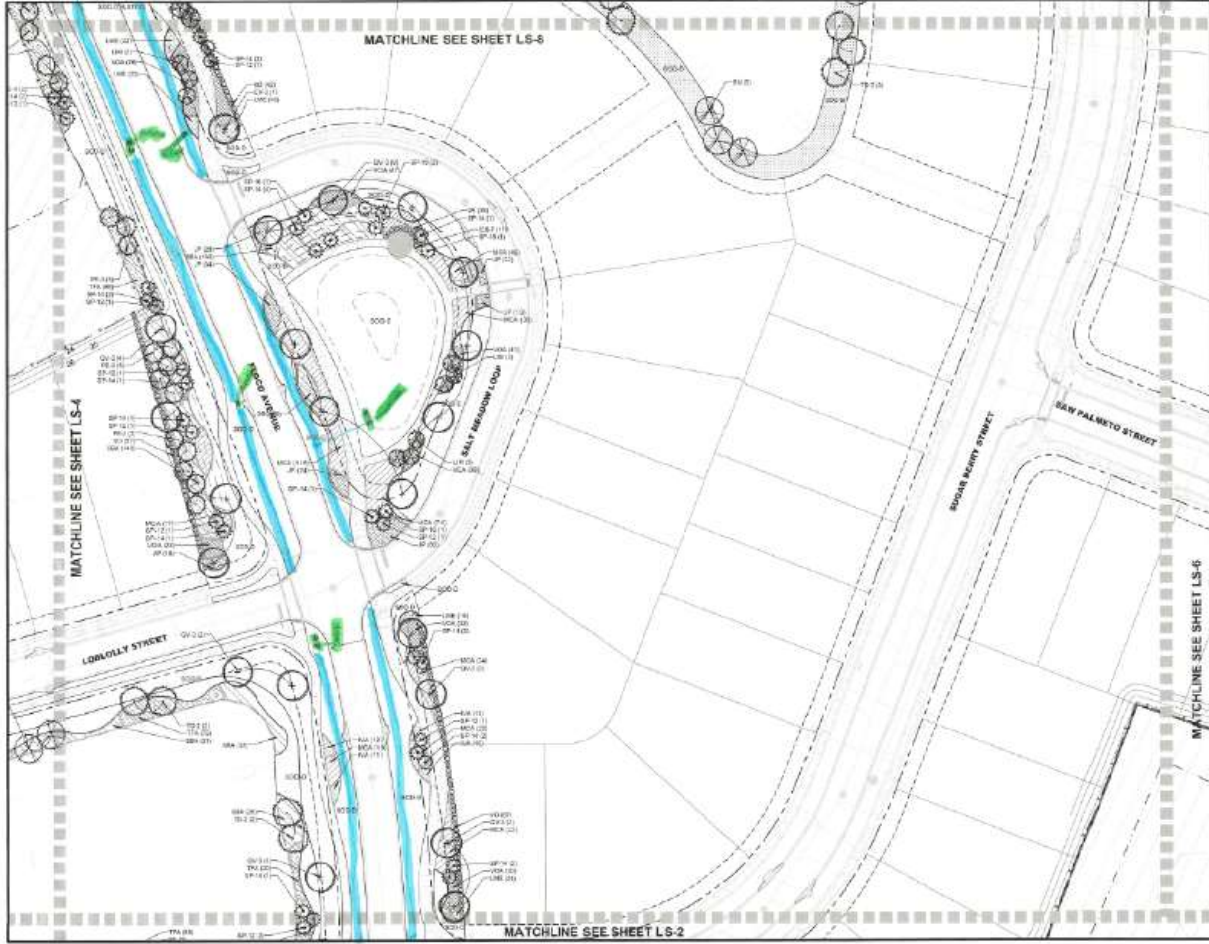


811 ON-DEMAND SERVICE
 811 TEXAS
 www.811texas.com

ETM
 ENGINEERING & DESIGN
 10000 W. HUNTERS TRAIL, SUITE 100
 DALLAS, TEXAS 75244
 (214) 416-1000
 www.etm.com

LANDSCAPE PLAN
WILDLIGHT - PHASE 1C2
RAYDIENT PLAZA - EXISTING + PROPERTIES

DATE: 08/20/2014
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 PROJECT NO.: 14-0000000000
 SHEET NO.: 101



KEY MAP
N.E.E.

PLANT SCHEDULE

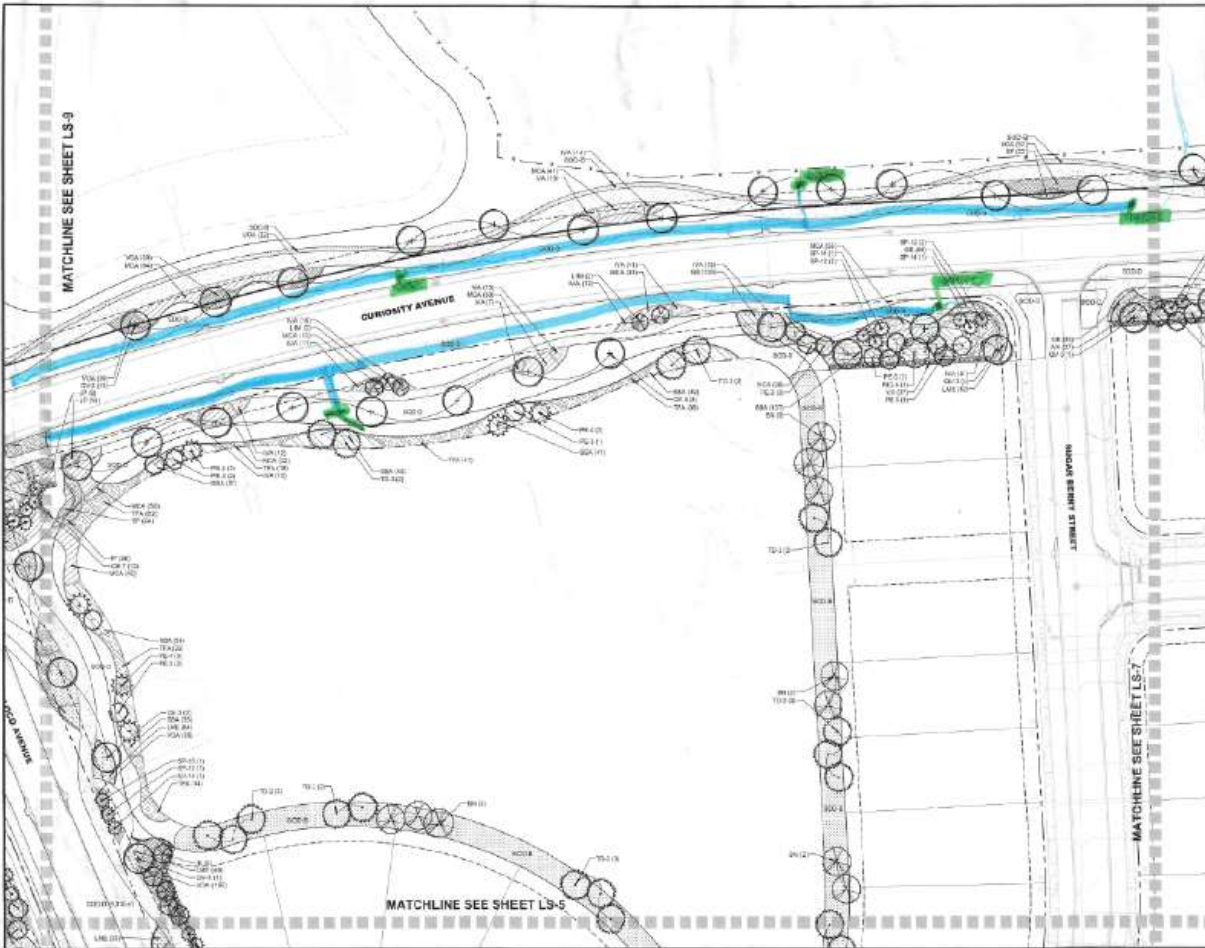
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811 **800-847-8111**
www.811.com

LANDSCAPE PLAN
WILDLIGHT - PHASE 1C2
RAYDIENT PLACES + PROPERTIES

ETM
ETM CONSULTANTS, INC.
11111 WILLOW CREEK DRIVE
SUITE 100
DALLAS, TEXAS 75244
TEL: 972.211.1111
WWW.ETMCONSULTANTS.COM

LS-5



KEY MAP

PLAN SCHEDULE

NO. 1	PLAN
NO. 2	SECTION
NO. 3	SECTION
NO. 4	SECTION
NO. 5	SECTION
NO. 6	SECTION
NO. 7	SECTION
NO. 8	SECTION
NO. 9	SECTION
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LANDSCAPE PLAN
WILDLIGHT - PHASE 1C3
RAYDIENT PLACE - PROPERTIES

ETM
 ENGINEERING • DESIGN • CONSTRUCTION

LS-8

DATE: 05/11/2011
 DRAWN BY: J. L. BROWN
 CHECKED BY: J. L. BROWN
 SCALE: AS SHOWN

PROJECT: WILDLIGHT - PHASE 1C3
 CLIENT: RAYDIENT PLACE - PROPERTIES
 ADDRESS: 10000 WILDLIGHT DRIVE, SUITE 100, DALLAS, TX 75243
 PHONE: (214) 343-1111
 FAX: (214) 343-1112
 WWW: www.etm.com

REVISIONS:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	05/11/2011

**EAST NASSAU
STEWARDSHIP DISTRICT**

13

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is effective as of the date that it is signed by the County (as defined below) (the “**Effective Date**”) and is by and between the **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as “**County**”), whose mailing address is 96135 Nassau Place, Yulee, Florida 32097.

WHEREAS, the County requires public parking and event space for the Nassau County Bicentennial Celebration to be held on January 13, 2024 (the “**Event**”) in the Wildlight master planned community within the District (“**Wildlight Community**”); and

WHEREAS, the District owns property in the Wildlight Community, as defined below, and has agreed to allow the County the use of a portion of the District’s property for the Event, and setup and teardown before and after the Event, pursuant to the terms and conditions as more particularly set forth below.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and County hereby agree as follows:

SECTION 1. RECITALS. The recitals set forth above are true and correct and are incorporated into and made a part of this Agreement by reference.

SECTION 2. LICENSED PROPERTY. The District does hereby grant to the County, for the term hereinafter provided, for the specific purposes and on the terms and conditions set forth in this Agreement, a license (“**License**”) to use the Property (defined below) owned by the District. As used herein the term “**Property**” or “**Licensed Property**” means, collectively, the following described parcels, situated in Nassau County, Florida, to-wit: **[NOTE TO DOCUMENT: The following table can be completed after the Event Map / Site Plan is final.]**

Parcel Owner	Parcel Address(es)	Parcel No(s).
EAST NASSAU STEWARDSHIP DISTRICT		

SECTION 3. TERM: The term of the License granted hereunder (the “**Term**”) shall commence on JANUARY 12, 2024, at 8:00 a.m. and shall continue until JANUARY 14, 2024, at 5:00 p.m. The County may commence setting up for the Event at 8:00 a.m. on JANUARY 12, 2024, and must complete all tear down and clean up after the Event by 5:00 p.m. on JANUARY 14, 2024. **[NOTE TO DOCUMENT: Need County to confirm that the County can complete all setup and teardown within this timeframe.]**

SECTION 4. COUNTY USE OF PROPERTY AND COUNTY RESPONSIBILITIES.

(a) *Use.* During the Term, the County may use and occupy the Property for the Event in a manner substantially consistent with the use of such Property or portions thereof as indicated on the Event

map attached hereto as **Exhibit A** and incorporated herein by this reference (the “**Event Map**”), and for no other purpose except as may be agreed upon in writing in the District’s sole and absolute discretion.

(i) The County shall provide all materials and labor necessary to prepare, operate, and clean-up the Property for the use permitted herein. The County shall provide contract labor or County personnel to monitor the operations on the Property, collect litter, maintain safety and security, maintain signage, and any other activity reasonably contemplated by the terms of this Agreement, all at the County’s sole expense. The County hereby acknowledges and agrees that District shall have no duty or obligation to provide any services or support (e.g., maintenance, utilities, safety, security, or other support) to the County or to any Event Participant (defined below) in connection with the Event. The term “**Event Participant**” means any person or entity who enters upon the Property in connection with the Event, including, but not limited to, the County’s employees, agents, representatives, contractors, invitees, guests, Event Servicers (defined below), and/or members of the public. The County acknowledges and agrees that the County is solely responsible for making all necessary arrangements and provisions for the Event, including but not limited to the procurement of any services, equipment, and/or facilities required for the Event and related setup and teardown.

(ii) The County shall remain fully responsible for the actions and conduct of all Event Participants on the Property during the Term, and the County shall comply with, and shall cause all Event Participants to comply with, all applicable federal, state, and local laws and regulations applicable to the Property (collectively, “**Laws**”), including, without limitation, regulations applicable to use, storage and disposal of waste, hazardous substances, and other environmental matters, and all other terms and conditions of this Agreement, as applicable.

(iii) The District shall have no responsibility to the County or any Event Participant in the event of any damage to or theft or loss of any equipment or property of the County or any Event Participant and the County and such Event Participant shall look to their own insurance coverage (and to any self-insured portion of the damage, theft, or loss), if any, for recovery in the event of any such damage, theft, or loss.

(b) “*As Is*” Condition. The County accepts the Property IN ITS EXISTING CONDITION “AS-IS”, “WHERE-AS” and “WITH ALL FAULTS,” WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS MAY BE SPECIFICALLY PROVIDED IN THIS AGREEMENT. FURTHER, EXCEPT AS MAY BE SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE DISTRICT DOES NOT MAKE ANY WARRANTIES, GUARANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS AGREEMENT OR THE PROPERTY, AND DISTRICT HEREBY EXPRESSLY DISCLAIMS ALL OF THE SAME. THE COUNTY ASSUMES ALL RISK AND LIABILITY IN CONNECTION WITH ENTRY ON AND USE OF THE PROPERTY BY THE COUNTY AND ANYONE ENTERING UPON OR UTILIZING ALL OR ANY PORTION OF THE PROPERTY BY, THROUGH, OR UNDER THE COUNTY. The County shall not make any alteration, modification, or improvement to the Property except as expressly permitted by this Agreement.

(c) *Provision of Facilities*. The County may provide, at its sole expense, facilities including but not limited to lighting, trash receptacles, port-a-lets, signage, equipment, barricades and fencing (hereinafter “**Facilities**”) on the Property. All Facilities placed on the Property by the County shall be removed by the County at its sole expense prior to the expiration of the Term.

(d) *No Right to Maintain or Alter*. The County may not make any permanent alterations, installations, additions, or improvements (an “**Alteration**”) in or to the Property without the prior written consent of the District, which consent may be withheld or conditioned in the District’s sole and absolute

discretion. If the District's consent is given with respect to an Alteration, then absent written notice by the District to the County otherwise, such permitted Alteration must be removed and the affected portion of the Property restored, at the County's sole cost and expense, prior to the expiration of the Term. This Section shall survive any cancellation, expiration, or termination, for any reason, of this Agreement.

(e) *Maintenance.* The County shall be responsible for taking good care of the Property during the Term and maintaining the Property in a clean and orderly condition throughout the Term. The County shall ensure that all areas used for the Event, including but not limited to the Property and event spaces, parking areas, and any other areas used by the County or any Event Participant for the Event, are kept free from litter, debris, and trash. The County shall arrange for the timely collection and removal of all trash and waste generated by the Event and shall provide suitable trash receptacles or bins for the convenience of the County and the Event Participants. The County shall ensure that all trash and waste is properly disposed of in accordance with all applicable laws and regulations.

(f) *Return of Property.* Prior to the expiration of the Term, the County shall repair and/or restore the Property substantially to its original condition, to the reasonable satisfaction of the District, and upon the expiration of the Term the County shall return the Property to the District in a clean condition, free from litter, debris, and trash, reasonable wear and tear excepted. The County shall be responsible for any and all damage to the Property resulting from its use in connection with the Event, including but not limited to damage caused by the County, any of the Event Participants, or any other persons or entities related to the Event. The County's obligations set forth in this Section shall survive any cancellation, expiration or termination, for any reason, of this Agreement.

SECTION 5. DISTRICT COVENANTS AND RESPONSIBILITIES.

(a) The District agrees that County shall have access to and may enter upon the Property during the Term and for the purposes stated under this Agreement in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, the County agrees that the District may continue to use its Property for any lawful purpose that does not unreasonably interfere with the County's use of the Property pursuant to this Agreement.

SECTION 6. INSURANCE AND INDEMNIFICATION.

(a) *Insurance.* County shall, at County's expense, obtain and keep in force at all times during the Term, a policy of Special Event (General Liability) insurance insuring the District and County against all liability arising out of or in connection with the Event and the Event Participants' use and occupancy of the Property for the Event. Such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence. The County shall cause the District and its supervisors, officers, staff, employees, representatives and agents to be named as additional insureds under the County's insurance policy. County shall provide the District with a certificate of insurance evidencing the required coverage, including the additional insured endorsements, no later than **December 15, 2023**. The certificate of insurance shall specify that it may not be canceled or materially altered without at least ten (10) days' prior written notice to the District.

(b) *Indemnity.* The County, to the extent permitted by law and without waiving the protections and limitations of Section 768.28, Florida Statutes, shall indemnify, defend, and hold harmless, up to the maximum allowable coverage provided by County's Special Event (General Liability) insurance policy, the District and its supervisors, officers, staff, employees, representatives, and agents, from and against any and all demands, claims, suits, actions or causes of action, liabilities, damages, judgments, assessments, costs, fines, and expenses (including without limitation interest, penalties and attorneys' fees) in investigating, preparing or defending against any litigation or administrative action commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement or any claim or litigation (collectively,

“**Damages**”) asserted against, resulting to, imposed upon or incurred or suffered by the District directly or indirectly as a result of or arising from: (i) the occupancy, use, or maintenance of the Property by the Event Participants; (ii) loss or damage to any property arising out of the occupancy, use or maintenance of the Property by the Event Participants; (iii) personal injury or death to any person arising out of the occupancy, use, or maintenance of the Property by the Event Participants, (iv) violation of any applicable laws, regulations, or ordinances related to the use of the Property by the Event Participants; or (v) any breach of this Agreement by the County. This indemnification provision shall be in addition to any other remedies available at law or in equity and shall not limit any other rights or remedies available to the District under this Agreement or otherwise. Nothing in this Agreement shall be deemed as a waiver of the District’s or County’s sovereign immunity or the District’s or County’s limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

(c) *Event Servicers.*

(i) *Definition.* As used in this Agreement, the term “**Event Servicers**” means and includes all individuals, entities, vendors, contractors, suppliers, volunteers, and representatives, whether or not compensated, who are present on the Property during any pre-Event set up or other pre-Event activities, during the Event, or during any post-Event clean up or other post-Event activities, and are engaged in providing products, services, support, or any other form of assistance, directly or indirectly, in connection with the planning, organization, execution, or operation of the Event. Event Servicers may include but are not limited to vendors, suppliers, contractors, staff members, volunteers, exhibitors, food and beverage providers, security personnel, medical personnel, entertainers, technicians, and any other individuals or entities contributing to the Event in any capacity.

(ii) *Waiver and Release.* The County shall require each Event Servicer to duly execute and deliver to the County an Event Participant Waiver and Release Agreement in substantially the form attached hereto as **Exhibit B** (the “**Waiver and Release**”) in favor of the District prior to such Event Servicer’s entry upon or use of the Property. The County shall ensure compliance with this requirement for all Event Servicers. County shall provide the District with a copy of an executed Waiver and Release from each Event Servicer no later than **December 15, 2023**.

(iii) *Insurance.* The County shall cause all Event Servicers to, at their own cost and expense, maintain and keep in force at all times during the Term:

(A) commercial general liability insurance, which shall include coverage against claims for personal injury, death or property damage occurring on, in or about the Property with limits of not less than one million dollars (\$1,000,000.00) and such Event Servicer’s business, activities and entry upon the Property, and excess umbrella coverage of not less than one million dollars (\$1,000,000.00); such insurance shall name the District and its supervisors, officers, staff, employees, representatives and agents as additional insured parties; and

(B) employers’ liability and workers’ compensation insurance to the extent required by the Laws of Florida.

(iv) County shall provide the District with a certificate of insurance from each Event Servicer evidencing the required coverage, including the additional insured endorsements, no later than **December 15, 2023**. Each certificate of insurance shall specify that it may not be canceled or materially altered without at least ten (10) days’ prior written notice to the District.

(d) *Material Breach.* County's failure to comply with any obligation set forth in this Section 6 shall be considered a material breach of this Agreement and, if the breach occurs prior to the Term, the District may terminate County's License to use the Property for the Event. The provisions of this Section 6 shall survive any cancellation, expiration or termination, for any reason, of this Agreement.

SECTION 7. NO ASSIGNMENT. The County shall not assign or transfer this Agreement without the District's prior written consent, which may be conditioned, withheld, or granted in the District's sole discretion. Notwithstanding the foregoing, the County may contract services by third-party providers to maintain, operate or manage the use of the Property.

SECTION 8. NO INTEREST IN THE PROPERTY. The License granted hereunder constitutes a grant of personal rights to the County solely for use of the Property in connection with the Event. This License shall not be construed to create any real property interest in the Property. The parties do not intend to create a lease or any other interest in real property for the County through this Agreement, and the parties only intend to create a license as provided herein.

SECTION 9. NOTICES. Any notices required pursuant to this Agreement shall be delivered to the District by electronic mail with a copy sent by U.S. Postal Service mail, postage prepaid or by nationally recognized overnight or next business day courier (with all fees pre-paid), to the following address:

Notices to District:

East Nassau Stewardship District
Attention: Craig Wrathell
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
E-mail: wrathellc@whhassociates.com

With a copy to:

Kutak Rock LLP
Attention: Michelle K. Rigoni
107 West College Avenue
Tallahassee, Florida 32301
E-mail: michelle.rigoni@kutakrock.com

For purposes of any notices to County, the District shall deliver same by electronic mail with a copy sent by U.S. Postal Service mail, postage prepaid, or by nationally recognized overnight or next business day courier (with all fees pre-paid) to the following address:

Notices to County:

Nassau County, Florida
Attention: _____
96135 Nassau Place
Yulee, Florida 32097
E-mail: _____

With a copy to:

Attention: _____

Yulee, Florida 32097
E-mail: _____

SECTION 10. ENTIRE AGREEMENT; MODIFICATIONS. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings whether written or oral to the subject matter contained herein. No modification or change to this Agreement shall be valid or binding upon either party hereto unless in writing and executed by the party against whom such modification or change is sought to be enforced.

SECTION 11. ATTORNEYS' FEES. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs at all levels of the proceedings in addition to any other relief granted.

SECTION 12. SEVERABILITY. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable as to one or more of the parties, all other provisions, nevertheless,

shall remain effective and binding on the parties hereto, provided the essential terms for each party remain valid, binding, and enforceable.

SECTION 13. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida. The parties agree for purposes of venue that any action against it may be brought in a court of competent jurisdiction in Nassau County, Florida, regardless of the place of execution of the Agreement, and each party hereby waives any right to require that any action to enforce this Agreement be brought in any other jurisdiction or venue.

SECTION 14. JUDICIAL INTERPRETATION. Should any of the provisions of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of the parties have participated in the preparation hereof.

SECTION 15. PUBLIC RECORDS. The parties hereto understand and agree that all documents provided in connection with this Agreement may be public records, and, accordingly, the parties agree to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.

SECTION 16. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Each party undertakes to provide the other with a copy of the original Agreement bearing actual original signatures within a reasonable period of time following execution of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, effective as of the Effective Date set forth above.

COUNTY:

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

By: _____
Name: _____
Its: _____
Date: _____

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

DISTRICT:

EAST NASSAU STEWARDSHIP DISTRICT

By: _____
Name: Michael Hahaj
Its: Chairman, Board of Supervisors
Date: _____

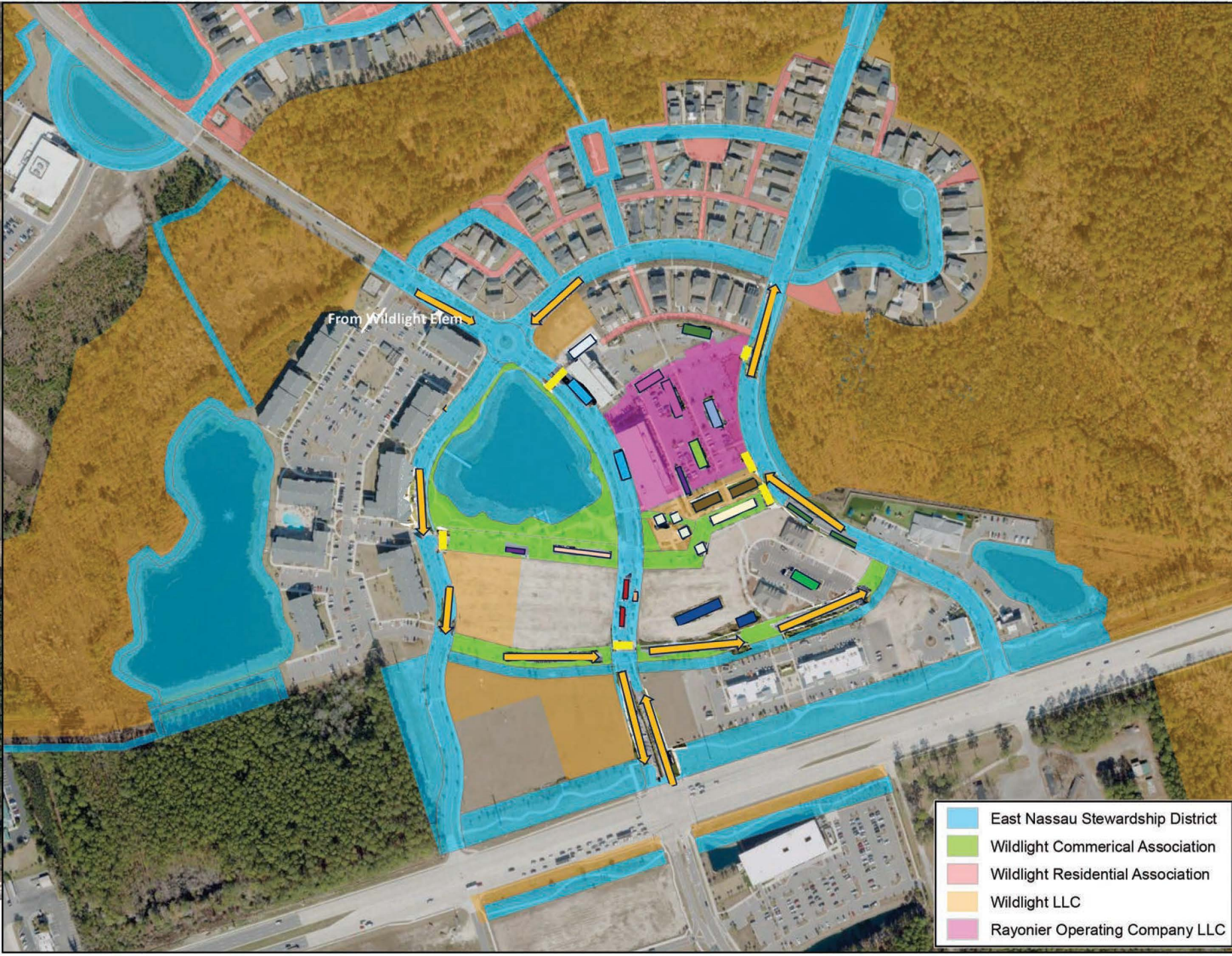
ATTEST::

Secretary/Assistant Secretary

EXHIBIT A

The Event Map

(See Attached)



- Kid Zone – rides & games
- Igloo Experience (8)
- Portable Restrooms (2 locations; 30 regular; 10 ADA; 12 hand washing stations)
- Vendor booths (20-30)
- Chili Cookoff area (cleared out by 4:00 PM)
- Vision Plan Area (2 tents)
- Games (Cornhole & Lawn)
- Food Trucks (8)
- Mocama, SJ Brewing, AIBC (?), Sheffield
- NCSO/NCFR (Command CTR & parking on Floco Ave.)
- Stage & band "green room" (10x20 tent with seating)
- Fire Rig & Aide Car
- Fire pits (4 across from NCFR)
- Shuttle Stop (for both Wildlight Elem & Judicial Complex)
- Band & VIP prk (91 reg spots; 6-8 ADA spots)
- Dumpster (Waste Management)
- Street Barricade/Officer (Tinker & parking lots will require access for services)

Wildlight Elem → roundabout → shuttle stop → Daydream → Homegrown → Floco → Wildlight Elem

Judicial Complex → Homegrown → Floco → Daydream → roundabout → shuttle stop → Daydream → Homegrown → Wildlight Ave → Judicial Complex

- East Nassau Stewardship District
- Wildlight Commerical Association
- Wildlight Residential Association
- Wildlight LLC
- Rayonier Operating Company LLC

EXHIBIT B

The Form of Waiver and Release

(See Attached)

**EVENT PARTICIPANT
WAIVER AND RELEASE AGREEMENT**

Event: Nassau County Bicentennial Celebration

Event Dates: The Event is on January 13, 2024, with setup for the Event beginning no earlier than 8:00 a.m. on January 12, 2024, and clean-up/tear down after the Event completed no later than 5:00 p.m. on January 14, 2024.

Licensed Property: A portion of property within Wildlight Village Center as directed by Nassau County, Florida

Licensor: **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida

Licensee: **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida

Licensor has granted to Licensee a temporary license to use the Licensed Property for the purpose of conducting the Event.

I, the undersigned Event Participant, acknowledge and agree to the following terms and conditions in consideration for my participation in, or otherwise with respect to, the Event (including, but not limited to, pre-Event and post-Event activities):

1. **Assumption of Risk.** I understand that participating in the Event and entering upon the Licensed Property involves inherent risks, including but not limited to, risks of personal injury, property damage, and other dangers. I voluntarily assume all risks associated with my participation in the Event.
2. **Waiver and Release.** I hereby waive and release, for myself, my heirs, executors, administrators, successors, and assigns, any and all claims, demands, actions, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees of every kind, nature and description (collectively, "**Claims**"), against Licensor arising out of, resulting from, or otherwise in any way connected to my participation in the Event, including but not limited to my entry on, activities on, or use of the Licensed Property during, or otherwise in connection with, the Event.
3. **Insurance.** I acknowledge that I am responsible for obtaining and maintaining any necessary insurance coverage for my participation in the Event, including, but not limited to, liability insurance. I hereby acknowledge that the County has communicated to me the insurance requirements for the Event.
4. **Indemnification.** I agree to indemnify, defend, and hold harmless Licensor from any and all Claims brought against the Licensor by third parties arising out of, or in any way in connection with, my entry on, activities on, or use of the Licensed Property during, or otherwise in connection with, the Event.
5. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws principles.

I have read and understand this Event Participant Waiver and Release Agreement. I understand that by signing this Agreement, I am (i) representing that I have the authority to sign this Event Participant Waiver and Release Agreement on behalf of myself and/or my business, as applicable, and (ii) giving up substantial legal rights, including the right to sue the Licensor. I voluntarily agree to these terms.

{Signature page follows}

IN WITNESS WHEREOF, intending to be legally bound, the undersigned Event Participant has caused this Event Participant Waiver and Release Agreement to be duly executed as of the date set forth below.

EVENT PARTICIPANT:

Business Name: _____

Sign Here (x): _____

Printed Name: _____

Title: _____

Date Signed: _____

Business Address:

Address Line 1: _____

Address Line 2: _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Email: _____

**EAST NASSAU
STEWARDSHIP DISTRICT**

14

BDA

ENVIRONMENTAL CONSULTANTS

November 13, 2023
File: 2023-093.050

SENT VIA ELECTRONIC MAIL THROUGH TOMMY.JINKS@WILDLIGHT.COM

East Nassau Stewardship District
P.O. Box 810036
Boca Raton, Florida 33481
Phone: 877-276-0889

RE: Environmental Services for Mitigation Area Monitoring
East Nassau Community Planning Area DSAP 1
Nassau County, Florida

To Whom It May Concern:

Pursuant to the Department of the Army, Corps of Engineers (ACOE) and St Johns River Water Management District (SJRWMD) permit conditions for monitoring of the on-site mitigation restoration areas, Breedlove, Dennis & Associates, Inc. (BDA) provides this work scope associated with the required vegetative monitoring of areas under Conservation Easements (CEs) for the wetland impacts that occurred for various DSAP1 projects. Current monitoring and reporting requirements are as follows:

Monitoring Area	SJRWMD ERP(s)	Current	Status
Wildlight Parcel 1C	ERP 139976-17	annual monitoring and reporting	4 th annual in 2023, request release 2024
Wildlight Pod 4	ERP 139976-61	annual monitoring and reporting	2 nd annual in 2023
Wildlight Pod 5	ERP 139976-59	annual monitoring and reporting	2 nd annual in 2023
Commerce Park	ERP 139976-47	annual monitoring and reporting	1 st annual in 2024
Wildlight Parcel 7 Phases I and II	ERP 139976-54	baseline and annual monitoring and reporting	Not started
Wildlight Phases 1 and 2	ERPs 139976-2, 139976-3, and 139976-6	nuisance / exotic plant maintenance / compliance review	Long-term maintenance

- Agency reviews for release from monitoring, if applicable

Monitoring requirements include the Baseline (Time Zero) event plus the First through Fourth Annual events, for a total of five years, unless success criteria are not met in which case remediation and additional monitoring may be required.

P:\Admin\Projects\2023093\Proposal\Monitoring.docx

BREEDLOVE, DENNIS & ASSOCIATES, INC.

East Nassau Stewardship District
November 13, 2023
Page 2

Task No. 1 —Environmental Mitigation Monitoring and Reporting and Compliance

BDA will complete the annual vegetation monitoring in accordance with ACOE and SJRWMD permit conditions. For the belt transects that have been established, BDA will record the overall percentage of each tree species; the percent survival of any trees that have been planted as well as the percent cover of trees that are naturally recruited; and the presence and cover of nuisance and exotic vegetation. The 1-square-meter plots were staked in the field with fixed reference points along each of the belt transects; the composition and percent cover of groundcover species will be recorded within the plots. Photographic documentation will be collected at the permanently marked photo-stations during each monitoring event.

An annual report compiling the results, analyses, and summary of the vegetative monitoring data will be submitted to the ACOE and SJRWMD in accordance with permit requirements for the monitoring event. The analyses will identify and describe any trends within the mitigation area. Data will be analyzed and evaluated to determine the mitigation status as compared to the success criteria within the permits. The annual report will be submitted within 60 days of completion of the monitoring event.

BDA will review areas released from monitoring to ensure adequate maintenance is conducted to maintain compliance with permits and the success criteria within the permits. BDA will coordinate with the Rayonier land management team to address any areas that need maintenance to comply with the required performance standards of the permit(s).

As mitigation areas qualify for release from monitoring, BDA will coordinate with ACOE and SJRWMD for review of the site(s) and attend the on-site inspection(s). BDA will also provide any additional information requested by the agencies.

Monitoring Area	Tasks	Cost Estimate
Wildlight Parcel 1C	Annual monitoring and reporting, agency site reviews	\$21,460.00
Wildlight Pod 4	Annual monitoring and reporting, 3 years	\$44,700.00
Wildlight Pod 5	Annual monitoring and reporting, 3 years	\$44,700.00
Commerce Park	Annual monitoring and reporting, 4 years	\$59,600.00
Wildlight Parcel 7 Phases I and II	Baseline monitoring and reporting, annual monitoring and reporting 4 years	\$70,000.00
Wildlight Phases 1 and 2	Long-term maintenance reviews, in perpetuity	\$5,000.00/year

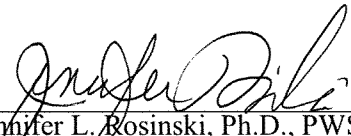
East Nassau Stewardship District
November 13, 2023
Page 3

Additional Requested Services


Additional work beyond that described in the above scope could be required by the reviewing regulatory agencies; BDA will coordinate with you prior to initiating any additional requested services related to local, state, or federal environmental requirements.

Billing will be on a time and materials basis in accordance with the enclosed Schedule of Professional Fees and subject to the attached Terms and Conditions. Dr. Jennifer L. Rosinski will be the project manager and Dr. W. Michael Dennis will be the principal-in-charge. Space has been provided below for your acceptance of this proposal and your signature hereon will constitute a contract between us for the work. Please sign and return to our office. A fully executed contract will be returned for your files.

Sincerely yours,



Jennifer L. Rosinski, Ph.D., PWS
Principal Scientist



W. Michael Dennis, Ph.D.
President

Accepted by:

Tommy Jinks
East Nassau Stewardship District

Date

W. Michael Dennis, Ph.D.
President
Breedlove, Dennis & Associates, Inc.

Date

JLR/WMD/tnp

Enclosures

SCHEDULE OF PROFESSIONAL FEES

Effective July 17, 2023

Position/Service	Hourly Rate (\$)
Principal	395.00
Senior Vice President	195.00
Senior Ecosystems Analyst	160.00
Senior Water Quality (W.Q.) & Toxicology Analyst	160.00
Principal Scientist	150.00
Senior Scientist	140.00
Scientist IV	120.00
Scientist III	115.00
Scientist II	90.00
Scientist I	75.00
Environmental Specialist IV	80.00
Environmental Specialist III	75.00
Environmental Specialist II	65.00
Environmental Specialist I	55.00
Senior Geographic Information Systems (GIS) Analyst	140.00
GIS Analyst III	120.00
GIS Analyst II	110.00
GIS Analyst I	100.00
Drone Pilot	100.00
Librarian	35.00
Field Technician	35.00
Clerk	30.00

Terms: Net 30 days. Unpaid balances will be subject to interest at the rate of 1.5% per month or the maximum permissible under state law, whichever is less, starting 30 days from the invoice date.

A 10% fee will be added to the following items: laboratory fees, sub-consultant fees, and overnight travel.

Expert witness at 125% of schedule fees.

TERMS AND CONDITIONS

1. Other support provided at the request of the Client or representatives of the Client including, but not limited to, team meetings, agency negotiations, public presentations, mitigation design, permitting assistance, sufficiency responses or additional analyses not mentioned elsewhere in this Proposal will be billed on a time and materials basis according to the attached rate schedule. All requested services must be approved by the Client before additional support can be initiated.
2. Unless specified elsewhere in the Proposal, the proposed costs constitute Breedlove, Dennis & Associates, Inc.'s (BDA) estimate of the charges required to complete the Project as defined. Final costs for this Project may vary from the estimated costs. For many projects, all activities are often initially not fully definable. As the Project progresses, the facts uncovered may alter the scope of work and consequently the cost of completion. BDA will inform the Client of such situations so that negotiations of change in scope and fees can be accomplished as required.
3. BDA's fees are based on the actual time required by the individuals assigned to the Project task, plus reimbursable expenses. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project. Reimbursable expenses include, but are not limited to long distance telephone calls, computer charges, living and travel out-of-town, inter-city travel, reproduction of reports, drawings and documents, and special fees. Client shall compensate the consultant for reimbursable expenses. Individual hourly rates vary according to the degree of responsibility involved and the skill required. BDA will submit our bill for these services monthly. Payment is due upon submission.
4. After January 1, 2024, all hourly and daily rates quoted within this contract may increase by 5%, at the determination of BDA, upon written notice to Client, and may increase by 5% annually thereafter.
5. This Proposal to perform services for this Project shall remain open for acceptance for a period of sixty (60) days from the date thereof, after which time BDA reserves the right to review, revise or withdraw its Proposal.
6. All information furnished by Client to BDA shall be returned to Client upon the conclusion of the Work unless the same shall have been consumed or merged into the Work. BDA may retain copies of any such information furnished to BDA by Client and BDA shall, in all events, retain full possession and ownership of its field and Project notes and all other documents or data generated, consumed or merged into any reports, opinions, or applications required in connection with the Project and the Work.
7. This Contract may be terminated by either Party for reason or for no reason by giving thirty (30) days written any notice to the other Party. Said notice shall be sufficient if it is delivered to the Party personally or mailed by certified mail to the Party's mailing address. Upon any termination under this paragraph, BDA will prepare a final invoice following the date of a final termination notice which date shall be the "Effective Date of Termination." Where the method of payment is based on time and materials, the final invoice will be based on reimbursement for all services and expenses associated with the Project up to the Effective Date of Termination.
8. Neither BDA nor Client shall be liable to the other for any damages whatsoever caused by termination of this

BDA

ENVIRONMENTAL CONSULTANTS

Contract or failure to perform under this Contract, except for services actually performed and costs and commitments actually incurred by BDA under this Contract, prior to the Effective Date of Termination. In no event shall either Party be liable to the other for any other claim of direct, indirect, special, incidental, or consequential damages (including loss of profits) whether based on contract, tort, or another legal theory.

9. The Parties to this Contract agree to make the submission to mediation of any dispute or controversy arising out of this Contract, as set forth herein, an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever. All disputes between the Parties to this Contract arising out of or in connection with this Contract shall be referred for mediation to a mediator who is a member of the Florida Bar in good standing, and who is mutually acceptable to all Parties subject to the dispute. Each Party to all disputes submitted for mediation shall pay an equal share of the costs and fees charged by the mediator.

10. The Client acknowledges that it has secured legal rights to the property upon which the project will be developed. The Client further acknowledges and agrees that the type of services to be performed by BDA are covered under Florida Statutes 713.03 (Liens for professional services) and that the non-payment of fees owed under this Agreement may result in a mechanic's lien or other encumbrances being placed on the property upon which the project is/will be located.

11. This Contract shall be governed by and interpreted in accordance with the laws of the State of Florida, and the Parties expressly agree that any mediation proceeding, or any action at law or suit in equity, shall be instituted and maintained only in the Courts of Orange County, Florida, and each Party waives the right to change of venue. It is agreed by and between the Parties that this agreement was executed in the State of Florida, United States of America. In the event BDA retains legal counsel to enforce any of the provisions of

this agreement, the Client agrees to pay all reasonable attorneys fees and any additional attorney fees pursuing collection of this judgement.

12. This agreement, and any specified attachment, or exhibits attached constitute the entire agreement between BDA and Client and all promises, representations, understandings, and agreements with the respect to the subject matter hereof and inducements to the making of this agreement relied upon by either Party have been expressed herein, and may not be altered, amended, or modified unless in writing executed by the Parties hereto.

13. Neither this agreement nor any interest herein may be assigned by the Client without BDA's prior written consent. No Party shall be liable for delay in the performance hereunder do to causes beyond their control, including, but not limited to, acts of God, fire strikes, acts of war, or the intervention of governmental authority, but any such failure shall be remedied as soon as reasonably possible.

14. Each Party executes this agreement as an independent contractor and nothing herein shall be construed to form a joint venture, partnership, or any similar form of association.

15. In the event of default by Client in the payment of any sum to BDA when due, or in the performance of any of Client's obligations under this agreement, BDA shall have the right to terminate this agreement, until such time as the default may be cured. Client shall reimburse BDA for all costs and expenses to enforce collection of any monies from Client.

**EAST NASSAU
STEWARDSHIP DISTRICT**

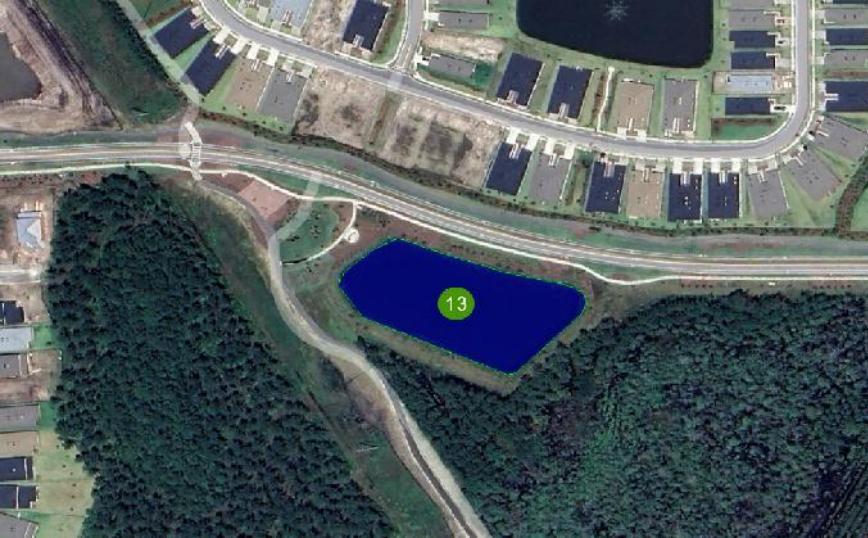
16

6950 Philips Highway, Unit 24
 Jacksonville, FL 32216
 Phone: 904.801.LAKE (5253)
 Website: www.FloridaLake.com

DATE	11/8/2023
GOOD FOR	3/7/2024

SUBMITTED TO

EAST NASSAU STEWARDSHIP DISTRICT
 c/o Roger Kintz, Maintenance Supervisor
 CCMC

DESCRIPTION	AMOUNT
Add additional pond to routine monthly service	
<u>Pond 13</u>	
Monthly	\$ 66.25
	

Subtotal \$	66.25
Tax	-
TOTAL \$	66.25

OTHER COMMENTS

Annual Price of \$795.00

Services and terms as specified in:
 AGREEMENT BETWEEN THE EAST NASSAU STEWARDSHIP DISTRICT AND
 FLORIDA WATERWAYS, INC. FOR POND MANAGEMENT SERVICES - Dated
 Nov. 1, 2022

Accepted by:

Print: _____

Date: _____

If you have any questions about this quote, please contact
 Jim Schwartz at jim@floridapond.com or 904.801.LAKE (5253), Ext. 1
Thank You For Your Business!



Dewayne Crews, Inc.

2166 Sadler Road
Fernandina Beach, FL 32034
(904)557-8406 dciinc@icloud.com
Dewayne Crews, Owner
Certified General Contractor CGC 1506595

Invoice

Date	Invoice #
8/19/2022	6913

Bill To
Wildlight Tommy Jinks 1 Rayonier Way Wildlight, FL 32097

P.O. No.	Terms	Project
SA-21-00350		

Quantity	Description	Rate	Amount
	Supplied and installed water fountain and supply line	12,150.00	12,150.00
	Built and installed pressure treated meter screen	1,250.00	1,250.00
	Contractors Fee	2,010.00	2,010.00
		Total	\$15,410.00

**EAST NASSAU
STEWARDSHIP DISTRICT**

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

Addendum to Commercial Landscape Maintenance Contract

THIS ADDENDUM #1 is made and entered into as of the 13th day of November, 2023 by and between East Nassau Stewardship District and THE GREENERY, INC., ("Greenery").

WITNESSETH

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

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

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

ADDENDUM # 1: Effective Date: November 1, 2023

1. Modification to Scope of Work

A. Addition of Area highlighted in blue on Curiosity Way
Pinestraw, Palm tree pruning is not included. Pricing can be provided upon request

\$1,386.00/month

See attached pricing matrix

(Authorized Signature)

(Print Name, Date)

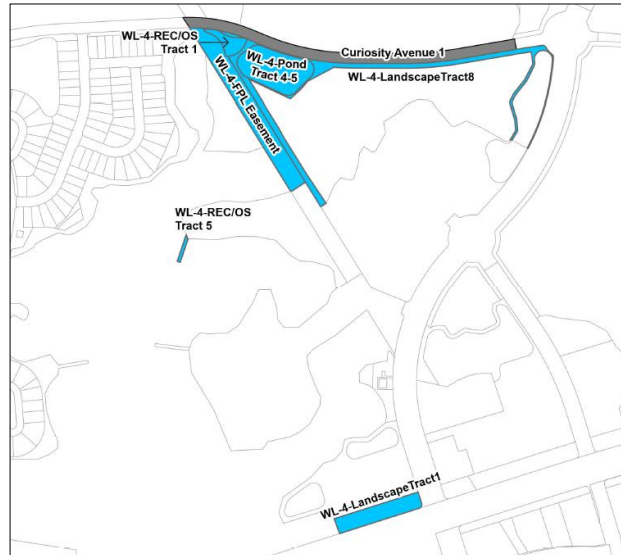
Melissa Brock, Director of Business Development The Greenery Inc.

(Date)

THIS ADDENDUM #1 is made and entered into as of the 13th day of November, 2023 by and between East Nassau Stewardship District and THE GREENERY, INC., ("Greenery").

Revised Pricing - Summary

	Monthly \$	Annual \$
Original Contract Total	\$ 41,583.00	\$ 498,997.00
Addendum #1 Effective November 1, 2023	\$ 1,386.00	
Addition of area on Curisoity Way		
Revised Contract Total Year 1	\$ 42,969.00	
Year 2 Contract Amount	\$ 44,258.00	\$ 531,096.00
Year 3 Contract Amount	\$ 44,586.00	\$ 535,032.00



(Authorized Signature)

Melissa Brock, Director of Business Development The Greenery Inc.

(Print Name, Date)

(Date)

**EAST NASSAU
STEWARDSHIP DISTRICT**

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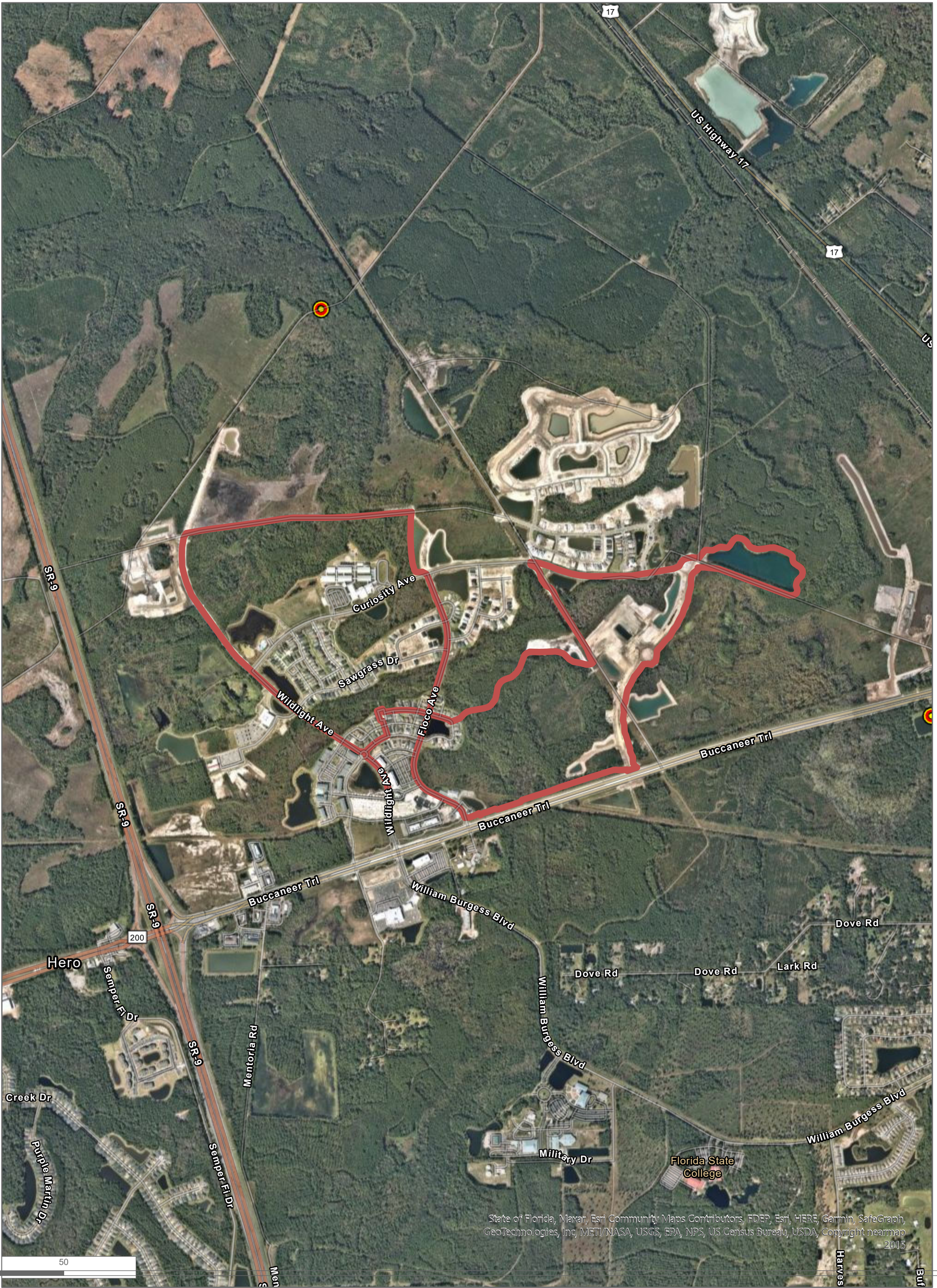


2024 RunWild 5K Route



DISCLAIMER: INFORMATION ON THIS MAP IS SUBJECT TO CONTINUOUS MODIFICATION AND UPDATING. ENGLAND-THIMS AND MILLER, INC. (ETM) OFFERS NO WARRANTY EITHER EXPRESSED OR IMPLIED OF THE CONTENT, ACCURACY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INFORMATION INCLUDED HEREON. LIKEWISE, ETM SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREON. NOT AUTHORIZED FOR DISTRIBUTION OR REPRODUCTION IN ANY FORM.

Printed By: ETM Personnel
Date Printed: 11/7/2023



2024 RunWild 10K Route



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Printed By: ETM Personnel
Date Printed: 11/7/2023

Mark Up Points



Mark-Up Points

**EAST NASSAU
STEWARDSHIP DISTRICT**

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MBS CAPITAL MARKETS, LLC

SUPPLEMENT TO INVESTMENT BANKING AGREEMENT DATED AUGUST 10, 2017 REGARDING BOND ISSUANCES BY EAST NASSAU STEWARDSHIP DISTRICT

November 16, 2023

Board of Supervisors
East Nassau Stewardship District

Dear Supervisors:

MBS Capital Markets, LLC (“Underwriter”) and the Board of Supervisors of the East Nassau Stewardship District (“District”) entered into an Investment Banking Agreement effective August 10, 2017 (“Agreement”) wherein the District engaged the Underwriter to provide investment banking services for the District. The purpose of this letter is to supplement the Agreement by specifying the particular planned transaction currently being contemplated by the District for which such investment banking services are to be provided by the Underwriter.

The District is considering the issuance of its Series 2024 Bonds (Wildlight Village Phase 3) and its Series 2024 Bonds (PSP #4 | Assessment Area One) for the purpose of acquiring/constructing certain public infrastructure improvements of the Development. It is the District’s intent to engage the Underwriter to provide investment banking services for this transaction.

The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor “road shows,” if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.

Member: FINRA/SIPC



MBS CAPITAL MARKETS, LLC

Page | 2

- Preparation of post-sale reports for the issue, if any.
- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

All other terms of the Agreement shall remain in effect, including specifically the Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17 which is again being provided in Exhibit A hereto. By execution of this supplement to the Agreement you are acknowledging receipt of the same.

This supplement to the Agreement shall be effective upon your acceptance and shall remain in effect until such time as the financing described herein has been completed or the Agreement is terminated as provided in Section 3 of the Agreement.

Sincerely,

MBS Capital Markets, LLC

A handwritten signature in blue ink, appearing to read "BSealy", is positioned above a horizontal line.

Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



MBS CAPITAL MARKETS, LLC

Page | 3

EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.



MBS CAPITAL MARKETS, LLC

Page | 4

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

**EAST NASSAU
STEWARDSHIP DISTRICT**

20A1

**EAST NASSAU
STEWARDSHIP DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT
SERVICES**

The East Nassau Stewardship District (District) hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the Districts financial records for the fiscal year ending September 30, 2023, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 2017-206, Laws of Florida, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Nassau County, Florida, and has an annual operating budget of approximately \$ 269,179. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than April 15, 2024 or a due date established by the District allowing for timely filing of the audit.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes, and be qualified to conduct audits in accordance with Government Auditing Standards, as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below. Proposers must provide one (1) electronic copy and one unbound copy of their proposal to the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 in an envelope marked on the outside Auditing Services, East Nassau Stewardship District. Proposals must be received by 12:00 p.m., on November 8, 2023, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

Craig Wrathell
Ernesto Torres
District Managers
FNL 1T 11-01-2023
#786481

**EAST NASSAU
STEWARDSHIP DISTRICT**

20A11

**EAST NASSAU STEWARDSHIP DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The East Nassau Stewardship District (“District”) hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District’s financial records for the fiscal year ending September 30, 2023, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 2017-206, *Laws of Florida*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Nassau County, Florida, and has an annual operating budget of approximately \$ 269,179. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than April 15, 2024 or a due date established by the District allowing for timely filing of the audit.

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Craig Wrathell
Ernesto Torres
District Managers

Run date: must be published in at least one newspaper of general circulation in the District and the county in which the District is located. The public announcement must allow for at least 7 days for the submission of proposals.

EAST NASSAU STEWARDSHIP DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2023

Nassau County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **November 8, 2023**, at 12:00 p.m., at the offices of District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) electronic copy and one unbound copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – East Nassau Stewardship District" on the face of it. **Please include pricing for each additional bond issuance.**

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the

District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**EAST NASSAU
STEWARDSHIP DISTRICT**

20A111a

**EAST NASSAU STEWARDSHIP DISTRICT
PROPOSAL FOR AUDIT SERVICES**

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank
CERTIFIED PUBLIC ACCOUNTANTS, PL

600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

J. W. Gaines, CPA, Director

DATE OF PROPOSAL:

November 8, 2023

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

November 8, 2023

East Nassau Stewardship District
Wrathell Hunt & Associates LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for East Nassau Stewardship District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for East Nassau Stewardship District. We will provide you with top quality, responsive service.

Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.

Fort Pierce / Stuart

Member AICPA

- 1 -
Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA

East Nassau Stewardship District
November 8, 2023

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to East Nassau Stewardship District.

Very truly yours,

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	6
Managers (2 CPA's)	2
Senior/Supervisor Accountants (3 CPA's)	3
Staff Accountants (2 CPA)	11
Computer Specialist	1
Paraprofessional	7
Administrative	<u>5</u>
Total – all personnel	35

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Principal – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of East Nassau Stewardship District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 74 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

ADDITIONAL SERVICES PROVIDED

Arbitrage Rebate Services

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., “rebate”) to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer’s auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all “Gross Proceeds” (as that term is defined in the Code) of the bond issue, including those requiring analysis due to “transferred proceeds” and/or “commingled funds” circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue’s excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 1,100 community development districts, and over 2,100 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

Terracina Community Development
District
Jeff Walker, Special District Services
(561) 630-4922

Gateway Community Development
District
Stephen Bloom, Severn Trent Management
(954) 753-5841

The Reserve Community Development District

Darrin Mossing, Governmental Management
Services LLC
(407) 841-5524

Clearwater Cay Community Development
District
Cal Teague, Premier District Management

(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development
District

Beacon Lakes Community
Development District

Alta Lakes Community Development
District

Beaumont Community Development
District

Amelia Concourse Community
Development District

Bella Collina Community Development
District

Amelia Walk Community
Development District

Bonnet Creek Community
Development District

Aqua One Community Development
District

Buckeye Park Community
Development District

Arborwood Community Development
District

Candler Hills East Community
Development District

Arlington Ridge Community
Development District

Cedar Hammock Community
Development District

Bartram Springs Community
Development District

Central Lake Community
Development District

Baytree Community Development
District

Channing Park Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community
Development District

Vizcaya in Kendall
Development District

TSR Community Development
District

Waterset North Community
Development District

Turnbull Creek Community
Development District

Westside Community Development
District

Twin Creeks North Community
Development District

WildBlue Community Development
District

Urban Orlando Community
Development District

Willow Creek Community
Development District

Verano #2 Community
Development District

Willow Hammock Community
Development District

Viera East Community
Development District

Winston Trails Community
Development District

VillaMar Community
Development District

Zephyr Ridge Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

Current or Recent Single Audits.

St. Lucie County, Florida
Early Learning Coalition, Inc.
Gateway Services Community Development District.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

City of Port St. Lucie
City of Vero Beach
Town of Orchid

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

Bannon Lakes Community Development District
Boggy Creek Community Development District
Capron Trail Community Development District
Celebration Pointe Community Development District
Coquina Water Control District
Diamond Hill Community Development District
Dovera Community Development District
Durbin Crossing Community Development District
Golden Lakes Community Development District
Lakewood Ranch Community Development District
Martin Soil and Water Conservation District
Meadow Pointe III Community Development District
Myrtle Creek Community Development District
St. Lucie County – Fort Pierce Fire District
The Crossings at Fleming Island
St. Lucie West Services District
Indian River County Mosquito Control District
St. John's Water Control District
Westchase and Westchase East Community Development Districts
Pier Park Community Development District
Verandahs Community Development District
Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College
Indian River Community College
Okeechobee County District School Board
St. Lucie County District School Board

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be \$4,350 for the year ended September 30, 2023. The fee is contingent upon the financial records and accounting systems of East Nassau Stewardship District being "audit ready" and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of East Nassau Stewardship District as of September 30, 2023. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP

Director – 44 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

Professional Experience

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP (Continued)

Director

Continuing Professional Education

- ◆ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
 - Governmental Accounting Report and Audit Update
 - Analytical Procedures, FICPA
 - Annual Update for Accountants and Auditors
 - Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP

Director – 36 years experience

Education

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharoes (2019-2021)

Professional Experience

- ◆ Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
 - St. Lucie County, Florida
 - 19th Circuit Office of Medical Examiner
 - Troup Indiantown Water Control District
 - Exchange Club Center for the Prevention of Child Abuse, Inc.
 - Healthy Kids of St. Lucie County
 - Mustard Seed Ministries of Ft. Pierce, Inc.
 - Reaching Our Community Kids, Inc.
 - Reaching Our Community Kids - South
 - St. Lucie County Education Foundation, Inc.
 - Treasure Coast Food Bank, Inc.
 - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP (Continued)

Director

Continuing Professional Education

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

- Not-for-Profit Auditing Financial Results and Compliance Requirements

- Update: Government Accounting Reporting and Auditing

- Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

Matthew Gonano, CPA

Director – 13 years total experience

Education

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

Professional Affiliations/Community Service

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA

Accounting and Audit Manager – 33 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

Professional Experience

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

Counties:

St. Lucie County

Municipalities:

City of Fort Pierce

City of Stuart

Commitment to Quality Service

Personnel Qualifications and Experience
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David F. Haughton, CPA (Continued)
Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:

- Bluewaters Community Development District
- Country Club of Mount Dora Community Development District
- Fiddler’s Creek Community Development District #1 and #2
- Indigo Community Development District
- North Springs Improvement District
- Renaissance Commons Community Development District
- St. Lucie West Services District
- Stoneybrook Community Development District
- Summerville Community Development District
- Terracina Community Development District
- Thousand Oaks Community Development District
- Tree Island Estates Community Development District
- Valencia Acres Community Development District

Non-Profits:

- The Dunbar Center, Inc.
- Hibiscus Children’s Foundation, Inc.
- Hope Rural School, Inc.
- Maritime and Yachting Museum of Florida, Inc.
- Tykes and Teens, Inc.
- United Way of Martin County, Inc.
- Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General’s Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Commitment to Quality Service

Personnel Qualifications and Experience

Paul Daly

Staff Accountant – 11 years

Education

- ◆ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Melissa Marlin, CPA

Senior Staff Accountant – 9 years

Education

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Bryan Snyder

Staff Accountant – 8 years

Education

- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Maritza Stonebraker, CPA

Senior Accountant – 7 years

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

Continuing Professional Education

- ◆ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Jonathan Herman, CPA

Senior Staff Accountant – 9 years

Education

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

Professional Experience

- ◆ Accounting graduate with nine years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Sean Stanton, CPA

Staff Accountant – 5 years

Education

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

Continuing Professional Education

- ◆ Mr. Stanton participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
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Tifanee Terrell

Staff Accountant – 3 years

Education

- ◆ Florida Atlantic University, M.A.C.C. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Terrell is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Dylan Dixon

Staff Accountant – 1 year

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Brennen Moore

Staff Accountant

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Jordan Wood

Staff Accountant – 1 year

Education

- ◆ Indian River State College, A.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Wood is currently enrolled at Indian River State College to complete her bachelor's degree.
- ◆ Ms. Wood participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Wood is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Katie Gifford

Staff Accountant

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Gifford participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Rayna Zicari
Staff Accountant

Education

- ◆ Stetson University, B.B.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Zicari participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Zicari is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of November 30, 2022
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Perry

Bodine Perry

(BERGER_REPORT22)



**EAST NASSAU STEWARDSHIP DISTRICT
REQUEST FOR PROPOSALS District**

Auditing Services for Fiscal Year 2023
Nassau County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than November 8, 2023, at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – East Nassau Stewardship District" on the face of it. Please include pricing for each additional bond issuance.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions ("Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**EAST NASSAU STEWARDSHIP DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

**EAST NASSAU
STEWARDSHIP DISTRICT**

20A111b



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

**EAST NASSAU
STEWARDSHIP DISTRICT**

Proposal Due: November 8, 2023
12:00PM

Submitted to:

East Nassau Stewardship District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

November 8, 2023

East Nassau Stewardship District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2023, with an option for four additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the East Nassau Stewardship District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



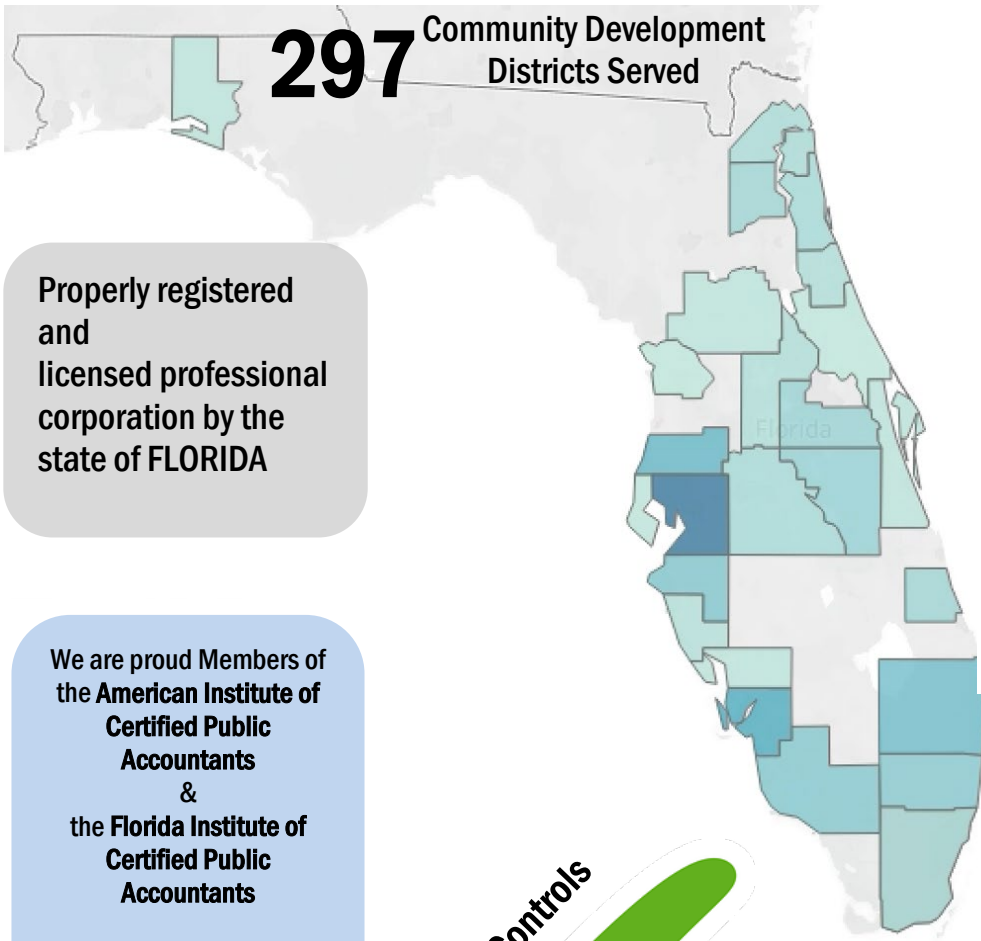
3 Partners
10 Professional Staff
2 Administrative Professionals



2005

Year founded

Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the American Institute of Certified Public Accountants & the Florida Institute of Certified Public Accountants

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



Florida Institute of Certified Public Accountants

FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

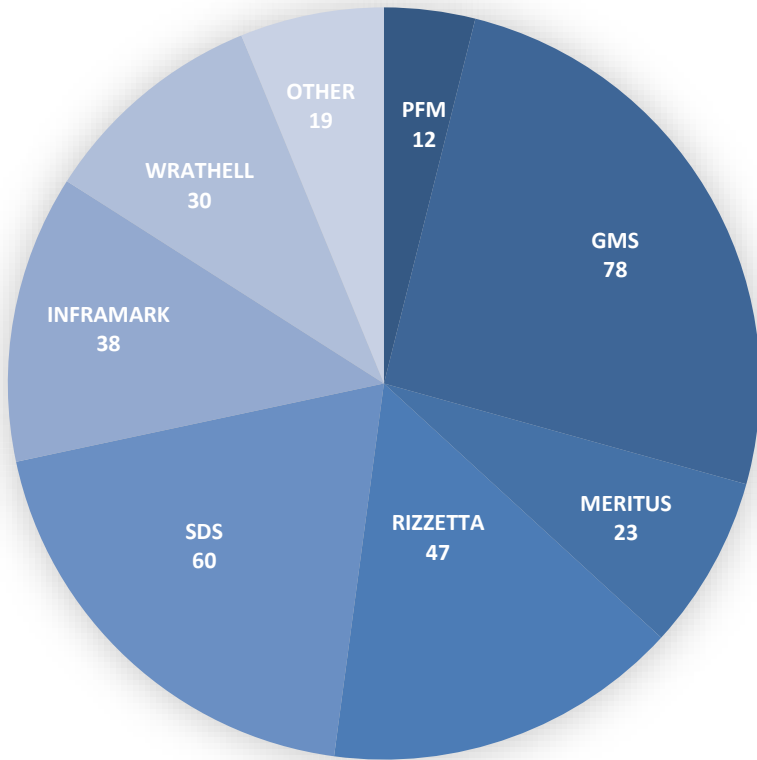
119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | www.ficpa.org

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

*Years Performing Audits: 35+
CPE (last 2 years): Government Accounting, Auditing: 40 hours; Accounting, Auditing and Other: 53 hours
Professional Memberships: AICPA, FICPA, FGFOA, GFOA*

David Caplivski, CPA (Partner)

*Years Performing Audits: 13+
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 64 hours
Professional Memberships: AICPA, FICPA, FGFOA, FASD*

“Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process.”

- Tony Grau

“Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization.”

-David Caplivski

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

- | | |
|--|--|
| Bayside Improvement Community Development District | St. Lucie West Services District |
| Dunes Community Development District | Ave Maria Stewardship Community District |
| Fishhawk Community Development District (I, II, IV) | Rivers Edge II Community Development District |
| Grand Bay at Doral Community Development District | Bartram Park Community Development District |
| Heritage Harbor North Community Development District | Bay Laurel Center Community Development District |
| Boca Raton Airport Authority | |
| Greater Naples Fire Rescue District | |
| Key Largo Wastewater Treatment District | |
| Lake Worth Drainage District | |
| South Indian River Water Control | |

Professional Associations/Memberships

American Institute of Certified Public Accountants Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	40
Accounting, Auditing and Other	53
Total Hours	93 <small>(includes of 4 hours of Ethics CPE)</small>



David Caplivski, CPA/CITP, Partner
 Contact : dcaplivski@graucpa.com / 561-939-6676

Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)
 Master of Accounting
 Nova Southeastern University (2002)
 Bachelor of Science
 Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
 AICPA Certified Information Technology Professional (2018)
 AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderhill GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	<u>88</u> (includes 4 hours of Ethics CPE)

Professional Associations

Member, American Institute of Certified Public Accountants
Member, Florida Institute of Certified Public Accountants
Member, Florida Government Finance Officers Association
Member, Florida Association of Special Districts

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2023-2025 are as follows:

Year Ended September 30,	Fee
2023	\$4,800
2024	\$4,900
2025	<u>\$5,000</u>
TOTAL (2023-2025)	<u>\$14,700</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. If Bonds are issued the fee would increase by \$1,500. The fee for subsequent annual renewals would be agreed upon separately.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
TOTAL	332	5	3	327	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing East Nassau Stewardship District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

**EAST NASSAU
STEWARDSHIP DISTRICT**

20B

EAST NASSAU STEWARDSHIP DISTRICT

AUDITOR EVALUATION MATRIX

RFP FOR ANNUAL AUDIT SERVICES	ABILITY OF PERSONNEL	PROPOSER'S EXPERIENCE	UNDERSTANDING OF SCOPE OF WORK	ABILITY TO FURNISH REQUIRED SERVICES	PRICE	TOTAL POINTS
PROPOSER	20 POINTS	20 POINTS	20 POINTS	20 POINTS	20 POINTS	100 POINTS
Berger, Toombs, Elam, Gaines & Frank						
Grau & Associates						

NOTES:

Completed by: _____
Board Member's Signature

Date: _____

Printed Name of Board Member

**EAST NASSAU
STEWARDSHIP DISTRICT**

**STAFF
REPORTS D**



CCMC

Now this feels like home.®

November 1, 2023

East Nassau Stewardship District

RE: Operations Report – October 2023
57 Homegrown Avenue, Unit 303
Wildlight, FL 32097

Below, you will find a summary of operation items for October 2023. Please let me know if you have any questions.

GENERAL OPERATIONS/ADMINISTRATIVE

- Irrigation meters along Floco and Curiosity (1C2) currently billed to Wildlight, LLC are being transferred to Wildlight Residential. These meters will be a shared expense with the ENSD.
- New contract with The Greenery/Martex started 10/1/2023.
- Dock near St. Clair
 - An erosion issue has been discovered at the base of the trail abutting the dock. Staff requests that the District Engineer inspect the area and propose a plan to correct it.



MAINTENANCE

- Ponds

- Florida Waterways treated the ponds on 10/6/2023 & 10/20/2023 for shoreline and floating weeds. See exhibit “A.”
- Mobility Trail Update:
 - Wildlight, LLC’s contractor repaired a section of the Mobility trail near Curiosity Avenue in Founders Parks.
- Roadways
 - Several residents have requested the installation of a speed bump on Daydream Ave. between Floco Ave and Wildlight Ave.
- Sidewalks
 - A raised section of sidewalk was discovered during a recent inspection of the mobility trail in Forest Park near Curiosity Ave. The hazard was marked, and staff has contacted CTI for a repair quote.



- Drainage Inlets
 - No drainage issues were noted during recent inspections.

LANDSCAPING

- Pinestraw application.
 - The Greenery started installing Pinestraw the last week of October. Completion of the application is expected by mid-November.
- Irrigation Inspections
 - Irrigation inspections were conducted throughout the month of October. Repairs were completed as needed. See exhibit “B.”
- Landscape Maintenance
 - The Greenery performed routine landscape maintenance throughout the common areas with no issues noted. Roger Kintz and Zach from The Greenery completed

weekly inspections of all areas, noting any deficiencies and a timeline to correct them. See exhibit “C.”

Should there be any questions regarding this report, please contact Amy Norsworthy anorsworthy@ccmcnet.com or Todd Haskett thaskett@ccmcnet.com.

Sincerely,

CCMC

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

EXHIBIT "A"

Florida Waterways – October 2023 Pond Maintenance Reports



CUSTOMER SERVICE REPORT

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

Date of Visit: 10/6/2023
 Weather: 81 °F High
50% ☁

WATERWAY AND DITCH TREATMENTS

Site	1	3	4	5	6	7									
Algae															
Submersed Weeds															
Shoreline Grasses & Brush		x			x	x									
Floating Weeds			x	x											
Mosquito Larvicide															
Pond Dye															
Inspection	x														
Debris Removal															

COMMENTS: On October 6, ponds 4 and 5 received a floating weeds treatment. Ponds 3, 6, and 7 were treated for shoreline weeds. Pond 1 was inspected.

CARP PROGRAM

- Carp Observed
- Barriers Inspected

FLOW

- None
- Slight
- Visible

WATER CLARITY

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

WATER LEVELS

- High
- Normal
- Low

FISH/WILDLIFE OBSERVATIONS

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

NATIVE/BENEFICIAL VEGETATION NOTED

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

DID YOU KNOW? Otoliths, commonly known as "ear stones," are hard, bone-like structures located directly behind the brain of bony fishes. These structures aid fish in balance and hearing.



CUSTOMER SERVICE REPORT

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

Date of Visit: 10/6/2023
 Weather: 81 °F High
 50% ☁️



Pond 01



Pond 03



Pond 04



Pond 05



Pond 06



Pond 07

DID YOU KNOW? Otoliths, commonly known as "ear stones," are hard, bone-like structures located directly behind the brain of bony fishes. These structures aid fish in balance and hearing.



CUSTOMER SERVICE REPORT

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

Date of Visit: 10/20/2023
 Weather: 82 °F High
 40% ☁

WATERWAY AND DITCH TREATMENTS

Site	1	2	3	6	7	8	9	10	11	12						
Algae																
Submersed Weeds								x								
Shoreline Grasses & Brush			x				x									
Floating Weeds		x		x												
Mosquito Larvicide																
Pond Dye																
Inspection	x				x											
Debris Removal						x			x	x						

COMMENTS: On the October 20 visit, ponds 2 and 6 were treated for floating weeds. Pond 10 was treated for submersed weeds. Ponds 3 and 9 were treated for shoreline weeds. Trash was picked up on ponds 8, 11, and 12. Ponds 1 and 7 received inspections.

CARP PROGRAM

- Carp Observed
- Barriers Inspected

FLOW

- None
- Slight
- Visible

WATER CLARITY

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

WATER LEVELS

- High
- Normal
- Low

FISH/WILDLIFE OBSERVATIONS

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

NATIVE/BENEFICIAL VEGETATION NOTED

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

DID YOU KNOW? Otoliths, commonly known as "ear stones," are hard, bone-like structures located directly behind the brain of bony fishes. These structures aid fish in balance and hearing.



CUSTOMER SERVICE REPORT

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

Date of Visit: 10/20/2023
 Weather: 82 °F High
 40% ☁



Pond 01



Pond 02



Pond 03



Pond 06



Pond 07



Pond 08

DID YOU KNOW? Otoliths, commonly known as "ear stones," are hard, bone-like structures located directly behind the brain of bony fishes. These structures aid fish in balance and hearing.



CUSTOMER SERVICE REPORT

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

Date of Visit: 10/20/2023
Weather: 82 °F High
40% ☁



Pond 09



Pond 10



Pond 11



Pond 12

DID YOU KNOW? Otoliths, commonly known as "ear stones," are hard, bone-like structures located directly behind the brain of bony fishes. These structures aid fish in balance and hearing.

Exhibit “B”

The Greenery – October 2023 Irrigation Reports

MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Followup
Townhomes	Plant Health Care	Torpedo in turf and replace azalea at 250 Wildlight Ave	
Common Area	Irrigation	Resend proposal for irrigation at office condos	
Common Area	Weeds	In Blue Daze down Curiosity	
Common Area	Weeds	In bed bewteen townomes and Rayonier parking lot	
Common Area	Irrigation	check drainage for debris build up	
Common Area	Mowing	Weeds around trees by waterbug pond	
Common Area	Weeds	weeds by dog trash pot at corner of Wildlight and curiosity	
Common Area	Irrigation	Broken at valve box at mobility trail and Sawgrass	
Townhomes	Shrubs	Clup grass head seeds along walking trail	
Common Area	Weeds	Weeds in beds down extension	
Common Area	Weeds	Spray tree rings at hammock park	
Common Area	Weeds	Pool parking lot, pool equipment area, behind screen barrier	
Common Area	Shrubs	Trim ligustrum at pool	

PUNCH ITEMS - OPEN

Area	Type	Description	Followup
Townhomes	Irrigation	251 & 221 Water meter cover <i>These meter's belong to Jea</i>	
Common Area	Irrigation	Need to lower one more hose bib down extension	
Common Area	Plant Health Care	Ponder Cir park turf	Check irr, replace before Oct. 27
Townhomes	Irrigation	Check all corners of boardwalk for leaks. Fill in where needed.	Checked irr, no leaks
Townhomes	Enhancement opp	Create bed and install pinestraw around 231 Daydream	
Common Area	Enhancement opp	Crepe myrtle replacement down walkway between townhomes	Was never proposed. Follow up
Townhomes	Shrubs	Come up with better shrubs than plumbagos - 244 Daydream	
Townhomes	Enhancement opp	Replant River birch behind 213 Dayream	
Townhomes	Shrubs	Grade soil to prevent wash out by garage door	
Common Area	Enhancement opp	Drainage for Sawgrass park.	
Common Area	Shrubs	Remove ornamental grass by stop sign at Mobility Park.	
Common Area	Weeds	205 Daydream - replace anise	
Common Area	Irrigation	Flex pipe showing in office islands	<i>Fixed 10-26-23</i>
Common Area	Plant Health Care	Leaning tree on curiosity	
Common Area	Plant Health Care	leaning tree on Homegrown	
Townhomes	Shrubs	Remove bamboo stakes from Crepe Myrtle trees	
Townhomes	Shrubs	Trim branches over sidewalk along Wildlight Ave	
Townhomes	Irrigation	Possible Irrigation break at 256 Wildlight Ave	<i>Fixed 10-18-23</i>
Common Area	Shrubs	Possible irrigation break at bed by crosswalk on Wildlight Ave	<i>Fixed 10-18-23</i>
Townhomes	Irrigation	Check irrigation by power box between Daydream and Rayonier parking lot	<i>Fixed 10-18-23</i>
Townhomes	Weeds	Crack weeds in driveways	

MAINTENANCE UPDATE

Townhomes	Shrubs	Remove dead trunks in Robellinis	
Common Area	Irrigation	Corner of Daydream and Homegrown	Found valve, but no pressure. Check for breaks along the lines
Common Area	Shrubs	Straighten maple on Salt Marsh Loop	
Common Area	Irrigation	Possible break on Curiosity past hammack park. South side of road	Fixed 10-23-23
Common Area	Mowing	Weedeat under hammacks at hammock park	
Common Area	Plant Health Care	Fire ant season. Keep multiple bottles of bait on truck	
Common Area	Shrubs	Need to clean up beds on Curiosity at intersections of Floco and Muhly	Dead shrubs have been pulled and weeds sprayed. But we need to clean beds better. We have put some pine straw down to freshen up bare beds.

PUNCH ITEMS - HISTORICAL (1 month trailing)

Area	Type	Description	Follow-up
Townhomes	Weeds	Sedges in bed leading to Morning Star	
Common Area	Weeds	Publix Berm - sedges in turf, missed some areas spraying in beds, weedeat poles, edge valve boxes	
Common Area	Shrubs	Ant hills are forming across the community. Need to keep bait on trucks	
Common Area	Shrubs	Start rounding shrubs by shops	
Common Area	Weeds	By dumpsters behind shops. Also in Aprking lot if Rayonier	
Common Area	Enhancement opp	Propose bush hogging two overgrown parcels	
Common Area	Plant Health Care	Check oaks for tent caterpillars	
Common Area	Enhancement opp	Propose drains for standing water along sidewalk by Forest Park Pond	
Common Area	Enhancement opp	Remove Dead Crepe at Model Home Park	
Common Area	Enhancement opp	Fill dirt and possible resod at Model Home Park	
Townhomes	Enhancement opp	Sod in front of 201 Daydream	
Common Area	Irrigation	Stuck sprinkler heads at entrance island	
Common Area	Weeds	Crack weeds on Daydream in front of Apartments. Down Homegrown	
Townhomes	Weeds	Torpedo grass down walkway to Morning Way Park and behind 232	
Common Area	Irrigation	Ponder Cir. Irrigation break	
Townhomes	Shrubs	Trim Grasses off of walk way from Morning Ray to Mailbox	
Common Area	Shrubs	Trim grasses off of walk way inside pool area	
Common Area	Shrubs	Remove dead black eyed susans	
Common Area	Shrubs	Cut grasses back froms signs, walkways, and rocks at pool area	
Common Area	Enhancement opp	Follow up on Decomp Granite	Ordered, waiting on delivery date
Common Area	Weeds	Vines in cord grass at bio swale	
Common Area	Shrubs	Trim Wax Myrtle by JEA gas station along 200	Trimmed front of shrubs, need to complete
Common Area	Shrubs	Cut grasses off of ribbon at Julep Park	
Common Area	Plant Health Care	Shrub health at Hammock Park	
Common Area	Shrubs	Remove dead black eyed susans	
Common Area	Weeds	Dog Trot park bed islands	
Common Area	Shrubs	Clip dead out of podocarpus at buttonwood	
Common Area	Weeds	Buttonwood parking area	



Job Name Wildlight
 Job Number: Wildlight Extension
 Controller Name: Rayonier
 Date: 10-10-23 Page # 1 of 2

	Start Times:	Seasonal Adjust:	Run Days:
Program A	1:00 ~	10	% <u>M</u> T W T F S S
Program B	1:00 ~	10	% M <u>T</u> W T F S S
Program C			% M T W T F S S
Program D			% M T W T F S S

Checked Weather Sensor:
 Yes No
 Weather Sensor is working?
 Yes No

Controller Make & Model: _____

Controller Status: Working Not Working
 POC Info: Portable Reclaim Well Lake
 Pump Status & Type: PRESSURIZED PUMP START CENTRIFUGAL SUBMERSIBLE

Information:

Line Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Day Rot: MP D o B, pipe	S	S	S	S	S	S	S	S							
Onus: Shrub Turf	+	+	+	+	+	+	+	+							
Run Time Program	A	30	30	30	30	30	30	30	4	4	4	4	4	4	4
Run Time Program	B														

Line Faults or Alarms _____
 Maintenance Repairs _____
 Logged Nozzles _____
 Head Straightened/Adjusted _____
 Replaceable Repairs or Upgrades _____
 Head Broken - 5" spray _____
 Head Broken - 12" spray _____
 Head Broken - 5" Toro _____
 Head Broken - 12" Toro _____
 Broken Rise _____
 Trip Line _____
 Nozzle - MP location _____
 Severe Line Clog _____
 Partial Line Break _____
 Allocation _____
 Head Raised or Lowered - Turf _____
 Head Raised or Lowered - Shrub _____
 Damaged Valve Box _____
 Valve - Inoperative/ Sticking _____

8 8 8 8 8 8 8 8

Additional Comments 9 thru 19 & 22 Showing Error on clock need Dewayne to help with this



Job Name: Wildlight
 Job Number: Wildlight Extension
 Controller Name: Raynier
 Date: 10-16-23 Page #: 2 of 2

	Start Times:	Seasonal Adjust:	Run Days:
Program A	<u>1:00</u>	<u>1.0</u>	% <u>M</u> T W <u>F</u> S S
Program B	<u>1:00</u>	<u>1.0</u>	% M <u>T</u> W T <u>S</u> S
Program C			% M T W T F S S
Program D			% M T W T F S S

Checked Weather Sensor: (Yes) No
 Weather Sensor is working? (Yes) No

Controller Make & Model: _____
 Controller Status: Working Not Working
 POC Info: Potable Reclaim Well Lake
 Pump Status & Type: PRESSURIZED PUMP START CENTRIFUGAL SUBMERSIBLE

Information

Line Number	16	17	18	19	20	21	22	23	24	25	26	27
Day Rot. / MP Drop Bubble					S	S		S	S	DIR	S	R
Head's Shut Turf					+	+		+	+	S	+	+
Run Time Program	A											
Run Time Program	B	9	9	9	9	30	30	9	30	30	15	30

Line Faults or Alarms

Maintenance Repairs

Logged Nozzles

Head Straightened / Adjusted

Visible Repairs or Upgrades

Head Broken - 5" sp av

Head Broken - 12" sp av

Head Broken - 5" rotor

Head Broken - 12" rotor

Broken Rise

Head Line

Nozzle - MP rotated

Headline Clog

Headline Break

Headline

Head Raised or Lowered - Turf

Head Raised or Lowered - Shut

Damaged Valve Box

Valve - Inoperative / Sticking

8 8 8 8 8 8

Additional Comments _____



Karen

Job Name: Wildlight

Job Number: Hammock Park Curiosity

Controller Name: Ensd Forest Park II

Date: 10-12-23 Page #: 1 of 2

	Start Times:	Seasonal Adjust:	Run Days:
Program A	<u>1:00</u>	<u>10</u>	% <u>(M) T W (T) F S S</u>
Program B			% M T W T F S S
Program C			% M T W T F S S
Program D			% M T W T F S S

Checked Weather Sensor: (Yes) No

Weather Sensor is working? (Yes) No

Controller Make & Model: Hunter ICC2

Controller Status: (Working) Not Working

POC Info: Potable (Reclaim) Well Lake

Pump Status & Type: PRESSURIZED PUMP START CENTRIFUGAL SUBMERSIBLE

Information:

Line Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Day Rotor MP D or Bubble	S	R	S	S	S	S	S	S	S	S	S	S	S	S
Annual Shut Turf	<u>4/5</u>	<u>7</u>	<u>4/5</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>4/5</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>
Run Time Program	<u>A</u>	<u>30</u>	<u>60</u>	<u>30</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>30</u>	<u>0</u>	<u>30</u>	<u>30</u>	<u>0</u>	<u>30</u>	<u>30</u>
Run Time Program														

- One Faults or Alarms
- Maintenance Repairs
- Logged Nozzles
- Head Straightened/Adjusted
- Visible Repairs or Upgrades
- Head Broken - 5" spray
- Head Broken - 12" spray
- Head Broken - 5" rotor
- Head Broken - 12" rotor
- Broken Rise
- rip line
- Nozzle - MP rotor
- severe line clog
- seal at line break
- allocation
- Head Raised or Lowered - Turf
- Head Raised or Lowered - Shut up
- Damaged Valve Box
- Valve - Inoperative/Sticking
- 7 7 7 7 7 7 7 7

Additional Comments



Ka

Job Name: Wildlight
 Job Number: Hammock Park Curiosity
 Controller Name: Ensd Forest Park II
 Date: 10.12.23 Page #: 2 of 2

Start Times:	Seasonal Adjust:	Run Days:
Program A <u>1100 am</u>	<u>100</u>	% <u>M T W T F S S</u>
Program B		% <u>M T W T F S S</u>
Program C		% <u>M T W T F S S</u>
Program D		% <u>M T W T F S S</u>

Checked Weather Sensor: Yes No
 Weather Sensor is working? Yes No

Controller Make & Model: Hunter ICC2
 Controller Status: Working Not Working
 POC Info: Potable Reclaim Well Lake
 Pump Status & Type: PRESSURIZED PUMP START CENTRIFUGAL SUBMERSIBLE

Information:

Line Number	15	16	17	18	19	20
Day						
Run Time / Program	<u>A</u>	<u>P</u>	<u>P</u>	<u>30</u>	<u>4</u>	<u>4</u>

one Faults or Alarms

Maintenance Repairs

Logged Nozzles

Lead Straightened / Adjusted

Visible Repairs or Upgrades

Lead Broken - 5" spray

Lead Broken - 12" spray

Lead Broken - 5" pot

Lead Broken - 12" pot

Broken Rise

no line

Nozzle - MP rotated

Reverse Line Clog

Reverse Line Break

Relocation

Lead Raised or Lowered - Turf

Lead Raised or Lowered - Shrub

Damaged valve Box

Valve - Inoperative / Sticking

J

Additional Comments



Karen

Wildlight
Job Number Wildlight at Sawgrass
Controler name forest Park 2

Date 10-16-23 Page # 1 of 3

Program	Start Times	Seasonal Adjust	Run Days
Program A	11:00 pm	10	20 T W 0 F S S
Program B	11:00 pm	10	20 W 0 W T 0 S S
Program C			20 M T W T F S S
Program D			20 M T W T F S S

Checked weather sensor:
 Yes
 No
 Weather sensor is working?
 Yes
 No

Controller Make & Model
 Controller Status
 OC Info
 Pump Status & Type

Hunter
 Mode: Mode 2
 Potable: Potable
 PRESSURIZED
 PUMP START
 Well: Well
 CENTRIFUGAL
 Not Working
 Lake
 SUBMERSIBLE

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13
Zone 1	S	S	S	R							S	R	
Zone 2	S	S	S	T							T	T	
Zone 3	15	15	20	60							30	60	

Additional Comments

Wildlight

Job Number Wildlight & Sawgrass

Controller Name Forest Park 2

Date 10-16-23 Page # 3 of 3

Program	Start Times	Seasonal Adjust	Run Days
Program A	11:00pm	%	Ⓜ T W T F S S
Program B	11:00pm	%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked weather sensor:

Yes No
 Weather sensor is working?

Controller Make & Model
 Controller Status
 OC Info
 Pump Status & Type

Hunter
 Working
 Reclaim
 Well
 CENTRIFUGAL
 Not Working
 Lake
 SUBMERSIBLE

Information

Line Number	25	26	27	28	29	30	31	32	33	34	35	36	37	
Run Time Program	R	B			R	S				S	S	S	R	
Run Time Program	Six				HS	S				S	F	S	311	
Run Time Program	A													
Run Time Program	B	60	10	0	0	60	15	0	0	0	15	30	15	60

Line Faults & Alarms
 Maintenance Repairs
 Logged Messages
 Read Status Entered Adjusted
 Malleable Repairs or Upgrades
 Read B Valve - 5 30 30
 Read B Valve - 12 30 30
 Read B Valve - 5 30 30
 Read B Valve - 12 30 30
 Valve Rise
 Valve
 Valve - Valve Brand
 Valve - Valve Log
 Valve - Valve Back
 Valve - Valve
 Read Raised & Lowered Trip
 Read Raised & Lowered Status
 Damaged Valve Box
 Valve - Mode Active Stocking

8 8 7 9 fault off off 7 8 7 8

Additional Comments



Job Name: Wildlight
 Job Number: Homegrown a Wildlight
 Controller Name: Ensd Commercial Association
 Date: 10-19-23 Page #: 1 of 3

	Start Times:	Seasonal Adjust:	Run Days:
Program A	<u>10:00 pm</u>	<u>100</u>	% <u>M T W T F S S</u>
Program B			% <u>M T W T F S S</u>
Program C			% <u>M T W T F S S</u>
Program D			% <u>M T W T F S S</u>

Checked Weather Sensor:
 Yes No
 Weather Sensor is working?
 Yes No

Controller Make & Model: Hunter I Core
 Controller Status: Working Not Working
 Water Source Info: Potable Reclaim Well Lake
 Pump Status & Type: PRESSURIZED PUMP START CENTRIFUGAL SUBMERSIBLE

Zone Information:

Zone Number:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Day, Rotor, MP, Drip, Bubbler					<u>D</u>	<u>D</u>	<u>S</u>	<u>S</u>		<u>R15</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>
Annuals, Shrub, Turf							<u>S</u>	<u>T</u>		<u>T15</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>
Run Time [Program]	<u>A</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>5</u>	<u>20</u>	<u>20</u>	<u>0</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>
Run Time [Program]															

Zone Faults or Alarms

Maintenance Repairs

Clogged Nozzles

Head Straightened/Adjusted

Billable Repairs or Upgrades:

Head Broken - 6" spray

Head Broken - 12" spray

Head Broken - 6" rotor

Head Broken - 12" rotor

Broken Riser

Drip Line

Nozzle - MP rotator

Severe Line Clog

Lateral Line Break

Relocation

Head Raised or Lowered - Turf

Head Raised or Lowered - Shrub

Damaged Valve Box

Valve - Inoperative/Sticking

r r r r r r r r r r r r r

Additional Comments: Worked on the 2 wire system got half the zones back up and running



Job Name: Wildlight

Job Number: Home Grown & Wildlight

Controller Name: Ensd Commercial Association

Date: 10-19-23 Page #: 1 of 2

	Start Times:	Seasonal Adjust:	Run Days:
Program A	<u>10:00pm</u>	<u>1w</u>	% <input checked="" type="checkbox"/> T <input checked="" type="checkbox"/> T <input checked="" type="checkbox"/> S S
Program B			% M T W T F S S
Program C			% M T W T F S S
Program D			% M T W T F S S

Checked Weather Sensor: No

Weather Sensor is working? No

Controller Make & Model:

Hunter I Core

Controller Status:

Working Not Working

Water Source Info:

Potable Recirc Well Lake

Pump Status & Type

PRESSURIZED PUMP START CENTRIFUGAL SUBMERSIBLE

Run Time Information:

Zone Number:	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Pay. Rotor, MP, Drip, Bubler	S	S	S		R	R		R	S	R	D		S	S	S
Annuals, Shrub, Turf	+	+	+		+	HS	-	S	HS	S			+	S	+
Run Time [Program A]	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>60</u>	<u>60</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>5</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>

Zone Faults or Alarms

Maintenance Repairs

Logged Nozzles

Head Straightened/Adjusted

Billable Repairs or Upgrades:

Head Broken - 6" spray

Head Broken - 12" spray

Head Broken - 6" rotor

Head Broken - 12" rotor

Broken Riser

Drip Line

Nozzle - MP rotator

Severe Line Clog

Lateral Line Break

Relocation

Head Raised or Lowered-Turf

Head Raised or Lowered - Shrub

Damaged Valve Box

Valve - Inoperative/Sticking

Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y

Additional Comments



Job Name: Wildlight
 Job Number: Home grown & wildlight
 Controller Name: Ensd Commercial Association
 Date: 10-19-23 Page #: 1 of 3

	Start Times:	Seasonal Adjust:	Run Days:
Program A	<u>10:00pr</u>	<u>10</u>	% <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u> <u>S</u>
Program B			% M T W T F S S
Program C			% M T W T F S S
Program D			% M T W T F S S

Checked Weather Sensor:
 Yes No
 Weather Sensor is working?
 Yes No

Controller Make & Model: Hunter I core
 Controller Status: Working (Working / Not Working)
 POC Info: Potable Recalm Well Lake
 Pump Status & Type: PRESSURIZED PUMP START CENTRIFUGAL SUBMERSIBLE

Information:

Zone Number:	31	32	33	34	35	36	37	38
Pay, Rotor, MP, Drip, Bubblers	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>				<u>R</u>
Annuals, Shrub, Turf	<u>S</u>	<u>S</u>	<u>F</u>	<u>F</u>				<u>HS</u>
Run Time [Program A]	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>20</u>
Run Time [Program B]								

Zone Faults or Alarms

Maintenance Repairs

Clogged Nozzles

Head Straightened/Adjusted

Billable Repairs or Upgrades:

Head Broken - 6" spray 1

Head Broken - 12" spray

Head Broken - 6" rotor

Head Broken - 12" rotor

Broken Riser

Drip Line

Nozzle - MP rotator

Severe Line Clog

Lateral Line Break

Relocation

Head Raised or Lowered-Turf

Head Raised or Lowered - Shrub

Damaged Valve Box

Valve - Inoperative/Sticking

Y Y Y Y

Additional Comments _____



Job Name: Wildlight

Job Number: Pool

Controller Name: Water bug Park

Date: 10-31-23 Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A	<u>1:00 am</u>	<u>1w</u>	% <u>M</u> <u>T</u> <u>W</u> <u>F</u> <u>S</u> <u>S</u>
Program B			% M T W T F S S
Program C			% M T W T F S S
Program D			% M T W T F S S

Checked Weather Sensor:	<u>Yes</u>	No
Weather Sensor is working?	<u>Yes</u>	No

Controller Make & Model: Hunter I Core

Controller Status: Working

Water Source Info:

Controller Status & Type

Potable	<u>Reclaim</u>	Well	Lake
PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Zone Information:

Zone Number:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Pay, Rotor, MP, Drip, Bubblers	<u>S</u>		<u>S</u>	<u>0</u>	<u>R</u>	<u>R</u>	<u>S</u>	<u>R</u>				<u>R</u>	<u>R</u>		
Annuals, Shrub, Turf	<u>+</u>		<u>S</u>		<u>+</u>	<u>+</u>	<u>S</u>	<u>+</u>				<u>+</u>	<u>+</u>		
Run Time [Program A]	<u>20</u>	<u>0</u>	<u>10</u>	<u>5</u>	<u>30</u>	<u>30</u>	<u>5</u>	<u>60</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>60</u>	<u>60</u>	<u>0</u>	<u>0</u>
Run Time [Program B]															

Zone Faults or Alarms

Maintenance Repairs

Logged Nozzles

Head Straightened/Adjusted

Billable Repairs or Upgrades:

Head Broken - 6" spray

Head Broken - 12" spray

Head Broken - 6" rotor

Head Broken - 12" rotor

Broken Riser

Drip Line

Nozzle - MP rotator

Severe Line Clog

Lateral Line Break

Relocation

Head Raised or Lowered - Turf

Head Raised or Lowered - Shrub

Damaged Valve Box

Valve - Inoperative/Sticking

Y X X X X X X X X X

Additional Comments _____



Job Name: Wildlight

Job Number: Pool

Controller Name: Waterbug Park

Date: 10-31-23 Page #: 1 of 2

	Start Times:	Seasonal Adjust:	Run Days:
Program A	<u>1:00 a</u>	<u>10</u>	% <input checked="" type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> F <input type="checkbox"/> S <input type="checkbox"/> S
Program B			% M T W T F S S
Program C			% M T W T F S S
Program D			% M T W T F S S

Checked Weather Sensor:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Weather Sensor is working?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Controller Make & Model:	<u>Hunter I core</u>		
Controller Status:	<input checked="" type="checkbox"/> Working	<input type="checkbox"/> Not Working	
POC Info:	Potable	<input checked="" type="checkbox"/> Reciam	Well Lake
Pump Status & Type	PRESSURIZED	PUMP START	CENTRIFUGAL SUBMERSIBLE

Information:

Zone Number:	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>
Pay, Rotor, MP, Drip, Bubbler	<u>S</u>	<u>S</u>	<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>
Annuals, Shrub, Turf	<u>S</u>	<u>+</u>	<u>+</u>	<u>S</u>	<u>+</u>	<u>S</u>	<u>+</u>
Run Time [Program A]	<u>20</u>	<u>20</u>	<u>60</u>	<u>20</u>	<u>60</u>	<u>20</u>	<u>60</u>
Run Time [Program]							

- Zone Faults or Alarms
 - Maintenance Repairs
 - Logged Nozzles
 - Head Straightened/Adjusted
 - Billable Repairs or Upgrades:
 - Head Broken - 6" spray
 - Head Broken - 12" spray
 - Head Broken - 6" rotor
 - Head Broken - 12" rotor
 - Broken Riser
 - Drip Line
 - Nozzle - MP rotator
 - Severe Line Clog
 - Lateral Line Break
 - Relocation
 - Head Raised or Lowered-Turf
 - Head Raised or Lowered - Shrub
 - Damaged Valve Box
 - Valve - Inoperative/Sticking
- Y Y Y Y Y Y Y

Additional Comments _____



Job Name: Wildlight

Job Number: Sawgrass Mobility trail

Controller Name: Ensd Forest Park II

Date: 10-17-23 Page #: 1 of 2

	Start Times:	Seasonal Adjust:	Run Days:
Program A	<u>11:45pm</u>	<u>50</u>	% <u>M</u> T W <u>F</u> S S
Program B			% M T W T F S S
Program C			% M T W T F S S
Program D			% M T W T F S S

Checked Weather Sensor:	
<u>Yes</u>	No
Weather Sensor is working?	
<u>Yes</u>	No

Controller Make & Model:

Hunter I Core

Controller Status:

Working

Not Working

POC Info:

Potable

Reclaim

Well

Lake

Pump Status & Type

PRESSURIZED

PUMP START

CENTRIFUGAL

SUBMERSIBLE

Information:

Zone Number:	1	2	3	4	5	6	7	8	9	10	11	12	13
Spray, Rotor, MP, Drip, Bubbler	S	S	S	S	R	S	R	S	S	R	S	S	R
Annuals, Shrub, Turf	+	+	+	S	S	+	+	S	S	+	+	+	+
Run Time [Program:	<u>4</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>30</u>	<u>15</u>	<u>30</u>	<u>15</u>	<u>15</u>	<u>30</u>	<u>15</u>	<u>5</u>	<u>30</u>
Run Time [Program:													

Zone Faults or Alarms

Maintenance Repairs

Clogged Nozzles

Head Straightened/Adjusted

Billable Repairs or Upgrades:

Head Broken - 6" spray

Head Broken - 12" spray

Head Broken - 6" rotor

Head Broken - 12" rotor

Broken Riser

Drip Line

Nozzle - MP rotator

Severe Line Clog

Lateral Line Break

Relocation

Head Raised or Lowered-Turf

Head Raised or Lowered - Shrub

Damaged Valve Box

Valve - Inoperative/Sticking

8 8 7 7 7 7 7 7 7 7 7 7 7 7

Additional Comments

Job Name: Wildlight

Job Number: Sawgrass Mobility trail

Controller Name: Ensd Forest Park II

Date: 10-17-23 Page #: 2 of 2

	Start Times:	Seasonal Adjust:	Run Days:
Program A	<u>11:45</u>	<u>50</u>	% M W T S S
Program B			% M T W T F S S
Program C			% M T W T F S S
Program D			% M T W T F S S

Checked Weather Sensor:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Weather Sensor is working?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Controller Make & Model:

Hunter I-Core

Controller Status:

Working Not Working

POC Info:

Potable Reclaim Well Lake

Pump Status & Type

PRESSURIZED PUMP START CENTRIFUGAL SUBMERSIBLE

Information:

Zone Number:	14	15	16	17	18	19	20	21	22	23	24	25	26
Spray, Rotor, MP, Drip, Bubbler	S	S	S	S	R	S	R	S	S	R	S	D	S
Annuals, Shrub, Turf	+	+	S	S	+	S	+	S	+15	+	S	S	+15
Run Time [Program:													
Run Time [Program: <u>B</u>	<u>5</u>	<u>8</u>	<u>15</u>	<u>15</u>	<u>30</u>	<u>15</u>	<u>30</u>	<u>15</u>	<u>15</u>	<u>30</u>	<u>15</u>	<u>8</u>	<u>15</u>

Zone Faults or Alarms

Maintenance Repairs

Clogged Nozzles

Head Straightened/Adjusted

Billable Repairs or Upgrades:

Head Broken - 6" spray

Head Broken - 12" spray

Head Broken - 6" rotor

Head Broken - 12" rotor

Broken Riser

Drip Line

Nozzle - MP rotator

Severe Line Clog

Lateral Line Break

Relocation

Head Raised or Lowered-Turf

Head Raised or Lowered - Shrub

Damaged Valve Box

Valve - Inoperative/Sticking

8 8 8 8 8 8 8 8 8 8 8 8

Additional Comments



Job Name: Wildlight

Job Number: Pond across Reyonier Building

Controller Name: Ensd Commercial Association

Date: 10-25-23 Page #: 1 of 1

	Start Times:	Seasonal Adjust:	Run Days:
Program A	<u>1:00 am</u>	<u>1w</u>	% <u>(M) T W (F) S S</u>
Program B	<u>1:00 am</u>	<u>1w</u>	% <u>M (T) W T (F) S S</u>
Program C			% <u>M T W T F S S</u>
Program D			% <u>M T W T F S S</u>

Checked Weather Sensor: (Yes) No

Weather Sensor is working? (Yes) No

Controller Make & Model: Hunter Acc

Controller Status: (Working) Not Working

POC Info: Potable (Reclaim) Well Lake

Pump Status & Type: PRESSURIZED PUMP START CENTRIFUGAL SUBMERSIBLE

Information:

Zone Number:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Pay, Rotor, MP, Drip, Bubbler	<u>S</u>	<u>D</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>D</u>	<u>S</u>					
Annuals, Shrub, Turf	<u>S</u>		<u>S</u>	<u>+</u>	<u>+</u>	<u>S</u>	<u>115</u>	<u>211</u>		<u>S</u>					
Run Time [Program A]	<u>15</u>	<u>3</u>	<u>3</u>	<u>0</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>3</u>	<u>15</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Run Time [Program B]															

Zone Faults or Alarms

Maintenance Repairs

Logged Nozzles

Head Straightened/Adjusted

Billable Repairs or Upgrades:

Head Broken - 6" spray

Head Broken - 12" spray

Head Broken - 6" rotor

Head Broken - 12" rotor

Broken Riser

Drip Line

Nozzle - MP rotator

Severe Line Clog

Lateral Line Break

Relocation

Head Raised or Lowered-Turf

Head Raised or Lowered - Shrub

Damaged Valve Box

Valve - Inoperative/Sticking

0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Additional Comments _____



Job Name: Wildlight

Job Number: Pond across Royonier Building

Controller Name: Ensd Commercial Association

Date: 10-25-23 Page #: 1 of 2

	Start Times:	Seasonal Adjust:	Run Days:
Program A	1:00 ^{am}	10	% <input checked="" type="checkbox"/> T <input checked="" type="checkbox"/> W <input type="checkbox"/> F <input type="checkbox"/> S <input type="checkbox"/> S
Program B	1:00 ^{am}	10	% M <input type="checkbox"/> W <input type="checkbox"/> T <input type="checkbox"/> S <input type="checkbox"/> S
Program C			% M T W T F S S
Program D			% M T W T F S S

Checked Weather Sensor: Yes No

Weather Sensor is working? Yes No

Controller Make & Model: Hunter Acc

Controller Status: Working Not Working

POC Info: Potable Reciam Well Lake

Pump Status & Type: PRESSURIZED PUMP START CENTRIFUGAL SUBMERSIBLE

Information:

Zone Number:	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
pay, Rotor, MP, Drip, Bubler				5	5	5			5				5	5	5
annuals, Shrub, Turf				+	+	5			+				5	5	+
run Time [Program A]	4	0	0	15	15	5	0	0	15						
run Time [Program B]	B									4	4	4	3	3	15

Zone Faults or Alarms

Maintenance Repairs

Clogged Nozzles

Head Straightened/Adjusted

Billable Repairs or Upgrades:

Head Broken - 6" spray

Head Broken - 12" spray

Head Broken - 6" rotor

Head Broken - 12" rotor

Broken Riser

Drip Line

Nozzle - MP rotator

Severe Line Clog

Lateral Line Break

Relocation

Head Raised or Lowered-Turf

Head Raised or Lowered - Shrub

Damaged Valve Box

Valve - Inoperative/Sticking

0 0 0 8 8 8 0 0 8 4 0 0 8 8 8

Additional Comments _____



Job Name: Wildlight
 Job Number: Pond across Rayonier Building
 Controller Name: Ensd Commercial Association
 Date: 10-25-23 Page #: 1 of 3

	Start Times:	Seasonal Adjust:	Run Days:
Program A	<u>1:00</u>	<u>1x</u>	% <u>M</u> T W <u>F</u> S S
Program B	<u>1:00</u>	<u>1x</u>	% M <u>T</u> W T <u>F</u> S S
Program C			% M T W T F S S
Program D			% M T W T F S S

Checked Weather Sensor: Yes No

Weather Sensor is working? Yes No

Controller Make & Model:
 Controller Status:
 POC Info:
 Pump Status & Type

<u>Hunter Acc</u>			
<u>Working</u>		Not Working	
Potable	<u>Reclaim</u>	Well	Lake
PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number:	31	32	33	34	35	36	37	38	39	40	41	42	43	44
Day, Rotor, MP, Drip, Bubbler	<u>S</u>	<u>S</u>	<u>S</u>		<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>		<u>S</u>	<u>D</u>	<u>S</u>	<u>S</u>	<u>S</u>
Annuals, Shrub, Turf	<u>+</u>	<u>+</u>	<u>+</u>		<u>S</u>	<u>+</u>	<u>S</u>	<u>+</u>		<u>+</u>		<u>+</u>	<u>S</u>	<u>S</u>
Run Time Program	<u>A</u>													
Run Time Program	<u>B</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>0</u>	<u>3</u>	<u>15</u>	<u>3</u>	<u>15</u>	<u>0</u>	<u>15</u>	<u>3</u>	<u>15</u>	<u>3</u>

Zone Faults or Alarms

Maintenance Repairs

Logged Nozzles

Head Straightened/Adjusted

Billable Repairs or Upgrades:

Head Broken - 6" spray

Head Broken - 12" spray

Head Broken - 6" rotor

Head Broken - 12" rotor

Broken Riser

Drip Line

Nozzle - MP rotator

Severe Line Clog

Lateral Line Break

Relocation

Head Raised or Lowered-Turf

Head Raised or Lowered - Shrub

Damaged Valve Box

Valve - Inoperative/Sticking

Y Y Y 0 S Y Y Y 0 S Y Y Y

Additional Comments _____



Job Name: Wildlight
 Job Number: Flaco Tea station
 Controller Name: Ensd Forest Park 2
 Date: 10-31-23 Page #: _____ of _____

Program	Start Times:	Seasonal Adjust:	Run Days:
Program A	10:00p	10	% T W F S S
Program B	10:00p	10	% M W T F S S
Program C			% M T W T F S S
Program D			% M T W T F S S

Checked Weather Sensor:

Yes No

Weather Sensor is working?

Yes No

Controller Make & Model:

Hunter ACC

Controller Status:

Working

Not Working

Water Info:

Potable

Reclaim

Well

Lake

Water Status & Type

PRESSURIZED

PUMP START

CENTRIFUGAL

SUBMERSIBLE

Plant Information:

Plant Number:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Pay, Rotor, MP, Drip, Bubbler	3	R	D	R	S	S	D	S	R	D	S	S	S	D	D
Annuals, Shrub, Turf	+	+		+	+	+		+	HS		+	+	HS		
Run Time [Program A]	30	60	5	60	30	30	5	60	60	5	30	30	30	5	5
Run Time [Program B]															

Zone Faults or Alarms

Maintenance Repairs

Logged Nozzles

Head Straightened/Adjusted

Billable Repairs or Upgrades:

Head Broken - 6" spray

Head Broken - 12" spray

Head Broken - 6" rotor

Head Broken - 12" rotor

Broken Riser

Drip Line

Nozzle - MP rotator

Severe Line Clog

Lateral Line Break

Relocation

Head Raised or Lowered-Turf

Head Raised or Lowered - Shrub

Damaged Valve Box

Valve - Inoperative/Sticking

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Additional Comments



Job Name: Wildlight
 Job Number: floco Tea station
 Controller Name: Ensd Forest Park 2
 Date: 10.31.23 Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A	<u>10:00p-</u>	<u>1✓</u>	% <u>MTWTFSS</u>
Program B	<u>10:00p-</u>	<u>1✓</u>	% <u>MOTWTFSS</u>
Program C			% <u>MTWTFSS</u>
Program D			% <u>MTWTFSS</u>

Checked Weather Sensor:	
<u>Yes</u>	No
Weather Sensor is working?	
<u>Yes</u>	No

Controller Make & Model:	<u>Hunter ACC</u>		
Controller Status:	<u>Working</u>	Not Working	
POC Info:	Potable	<u>Reclaim</u>	Well Lake
Pump Status & Type	PRESSURIZED	PUMP START	CENTRIFUGAL SUBMERSIBLE

Information:

Zone Number:	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Spray, Rotor, MP, Drip, Bubbler	S	S	S		S	R	S	S	S	D	S	D	R		
Annuals, Shrub, Turf	S	+	H/S		+	+	+	+	+		S		+		
Run Time (Program: A)	20	60	20	*	20	60									
Run Time (Program: B)							60	30	30	5	30	5	60	*	*

Zone Faults or Alarms															
Maintenance Repairs															
Clogged Nozzles															
Head Straightened/Adjusted															
Billable Repairs or Upgrades:															
Head Broken - 6" spray															
Head Broken - 12" spray															
Head Broken - 6" rotor															
Head Broken - 12" rotor															
Broken Riser															
Drip Line															
Nozzle - MP rotator															
Severe Line Clog															
Lateral Line Break															
Relocation															
Head Raised or Lowered-Turf															
Head Raised or Lowered - Shrub															
Damaged Valve Box															
Valve - Inoperative/Sticking															

Additional Comments _____

Job Name: Wildlight
 Job Number: floco Tee station
 Controller Name: Ensd Forest Park 2
 Date: 10-31-23 Page #: of

Start Times:	Seasonal Adjust:	Run Days:
Program A 10:00 p-	1 ✓	% DTW FSS
Program B 10:00 p-	1 ✓	% M DTW FSS
Program C		% M T W T F S S
Program D		% M T W T F S S

Checked Weather Sensor:	
Yes	No
Weather Sensor is working?	
Yes	No

Controller Make & Model
 Controller Status:
 POC Info:
 Pump Status & Type

<u>Hunter ACC</u>			
<u>Working</u>		Not Working	
Potable	<u>Reclaim</u>	Well	Lake
PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number:	31	32	33	34	35	36	37	38	39	40	41	42
Spray, Rotor, MP, Drip, Bubbler							S				SIR	
Annuals, Shrub, Turf							+				715	
Run Time [Program:	A											
Run Time [Program:	B						30	0	30	0	60	0

- Zone Faults or Alarms
- Maintenance Repairs
- Clogged Nozzles
 - Head Straightened/Adjusted
 - Billable Repairs or Upgrades:
 - Head Broken - 6" spray
 - Head Broken - 12" spray
 - Head Broken - 6" rotor
 - Head Broken - 12" rotor
 - Broken Riser
 - Drip Line
 - Nozzle - MP rotator
 - Severe Line Clog
 - Lateral Line Break
 - Relocation
 - Head Raised or Lowered-Turf
 - Head Raised or Lowered - Shrub
 - Damaged Valve Box
 - Valve - Inoperative/Sticking

y r r

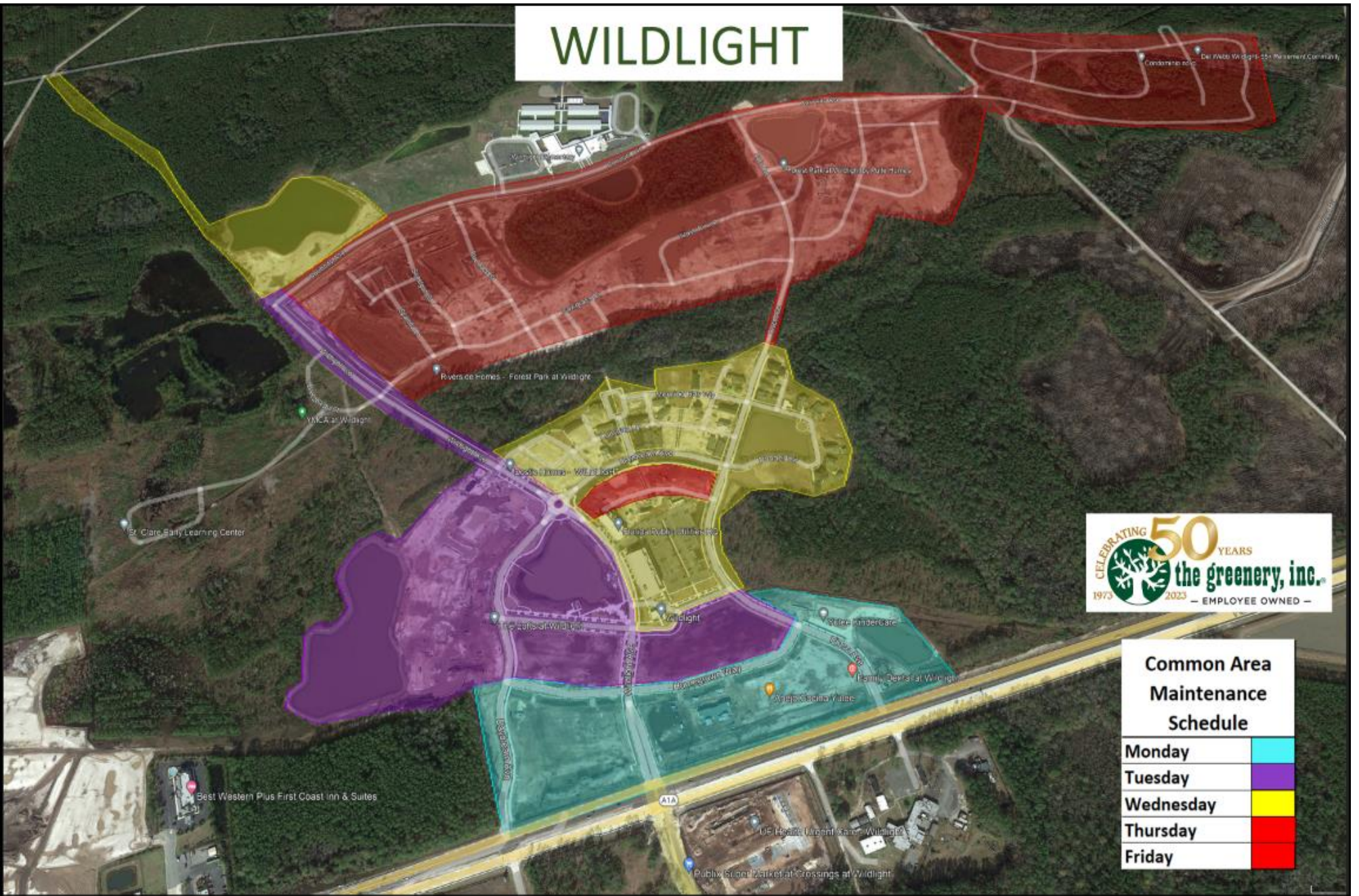
Additional Comments 19 & 29 & 30 & 31 & 32 & 33 & 34 & 35 & 36 & 38
40 & 42 Down for construction

EXHIBIT "C"

The Greenery – October 2023 Landscape Maintenance Reports

Landscape Maintenance Schedule

WIDLIGHT



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

MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Follow-up
Common Area	Shrubs	Trim grasses off of walk way inside pool area	
Common Area	Shrubs	Remove dead black eyed susans	
Common Area	Shrubs	Cut grasses back from signs, walkways, and rocks at pool area	
Common Area	Enhancement opp	Follow up on Decomp Granite	Ordered, waiting on delivery date
Common Area	Weeds	Vines in cord grass at bio swale	
Common Area	Shrubs	Trim Wax Myrtle by JEA gas station along 200	Trimmed front of shrubs, need to complete
Common Area	Shrubs	Cut grasses off of ribbon at Julep Park	
Common Area	Plant Health Care	Shrub health at Hammock Park	
Common Area	Shrubs	Remove dead black eyed susans	
Common Area	Weeds	Dog Trot park bed islands	
Common Area	Shrubs	Clip dead out of podocarpus at buttonwood	
Common Area	Weeds	Buttonwood parking area	
Common Area	Weeds	wildlight extension	
Common Area	Weeds	YMCA pond	

PUNCH ITEMS - OPEN

Area	Type	Description	Follow-up
Townhomes	Irrigation	251 & 221 Water meter cover	
Common Area	Irrigation	Need to lower one more hose bib down extension	
Common Area	Plant Health Care	Ponder Cir park turf	Check irr, replace before Oct. 20
Townhomes	Irrigation	Check all corners of boardwalk for leaks. Fill in where needed.	Checked irr, no leaks
Townhomes	Enhancement opp	Create bed and install pinestraw around 231 Daydream	
Common Area	Enhancement opp	Crepe myrtle replacement down walkway between townhomes	This was proposed or mentioned earlier in the spring. Need to revisit issue
Townhomes	Shrubs	Come up with better shrubs than plumbagos - 244 Daydream	
Townhomes	Enhancement opp	Replant River birch behind 213 Dayream	
Townhomes	Shrubs	Grade soil to prevent wash out by garage door	
Townhomes	Plant Health Care	Torpedo in turf and replace azalea at 250 Wildlight Ave	
Common Area	Irrigation	Resend proposal for irrigation at office condos	
Common Area	Weeds	Crack weeds and tree rings at intersection of Daydream and Homegrown	
Common Area	Enhancement opp	Drainage for Sawgrass park. Spray for weeds	
Common Area	Shrubs	Remove ornamental grass by stop sign at Mobility Park.	
Common Area	Weeds	In Blue Daze down Curiosity	
Common Area	Irrigation	Lower irr head at corner of Ponder park	
Common Area	Weeds	Weed eat dead weeds under railing at commercial parking lot	
Common Area	Weeds	Weed eat dead weeds in Hike and Bike trail by Del Webb	
Common Area	Weeds	Weeds in cracks behind homes in driveways	

MAINTENANCE UPDATE

Common Area	Weeds	Grwoing through board walk	
Common Area	Shrubs	Dead shrubs in pool area	
Townhomes	Shrubs	Trim grasses off of sign and sidewalk at 221 Daydream	
Townhomes	Plant Health Care	Aphids and soft scale on Crepe Myrtles	
Townhomes	Shrubs	205 Daydream - replace anise	
Common Area	Weeds	Rayonier Parking Lot to Daydream - Irr leak & weeds on each side	
Common Area	Shrubs	Need to clean up beds on Curiosity at intersections of Floco and Muhly	Dead shrubs have been pulled and weeds sprayed. But we need to clean beds better. We have put some pine straw down to freshen up bare beds.

PUNCH ITEMS - HISTORICAL (1 month trailing)

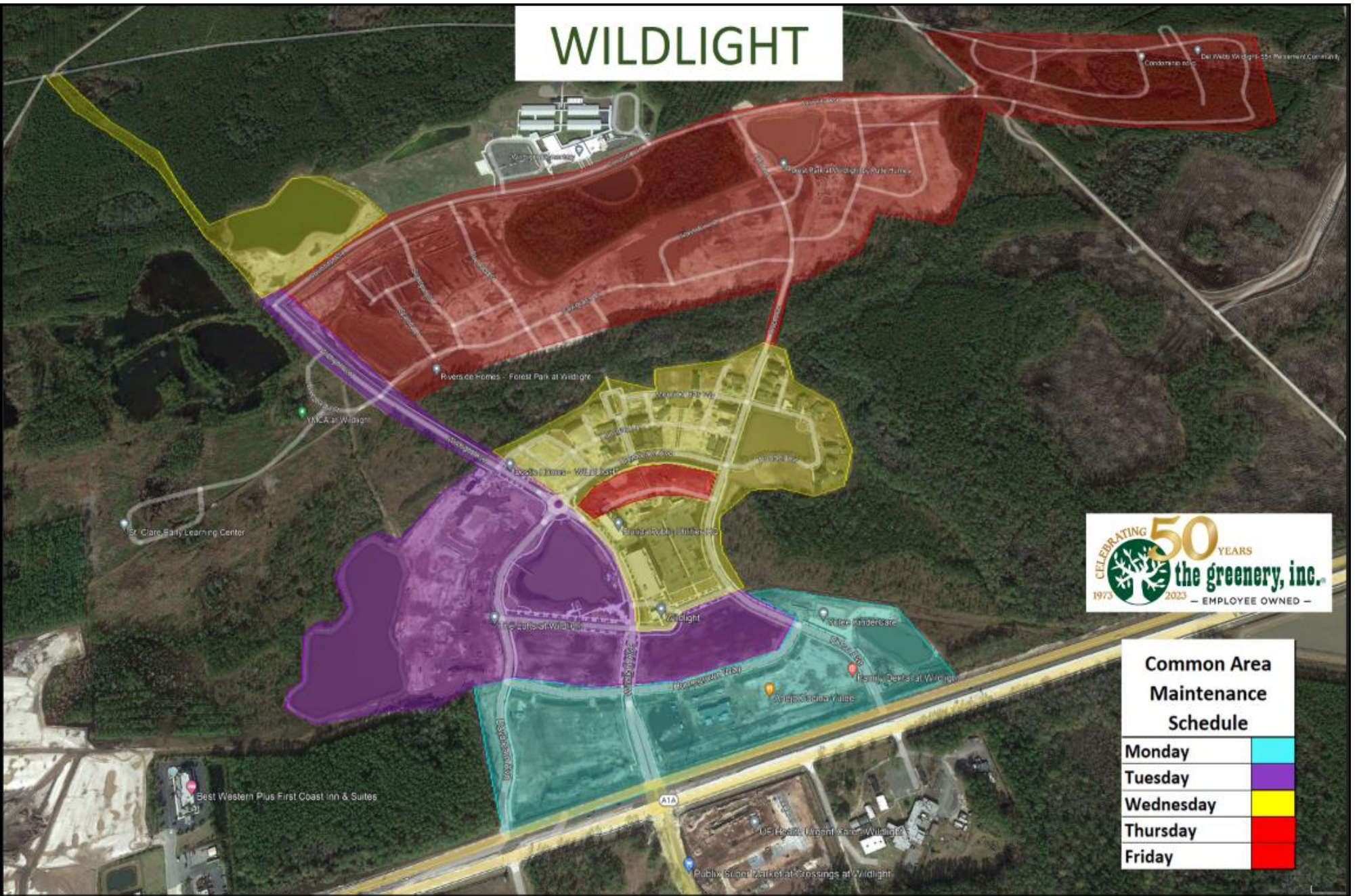
Area	Type	Description	Follow-up
Townhomes	Weeds	Sedges in bed leading to Morning Star	
Common Area	Weeds	Publix Berm - sedges in turf, missed some areas spraying in beds, weedeat poles, edge valve boxes	
Common Area	Shrubs	Ant hills are forming across the community. Need to keep bait on trucks	
Common Area	Shrubs	Start rounding shrubs by shops	
Common Area	Weeds	By dumpsters behind shops. Also in Aprking lot if Rayonier	
Common Area	Enhancement opp	Propose bush hogging two overgrown parcels	
Common Area	Plant Health Care	Check oaks for tent caterpillars	
Common Area	Enhancement opp	Propose drains for standing water along sidewalk by Forest Park Pond	
Common Area	Enhancement opp	Remove Dead Crepe at Model Home Park	
Common Area	Enhancement opp	Fill dirt and possible resod at Model Home Park	
Townhomes	Enhancement opp	Sod in front of 201 Daydream	
Common Area	Irrigation	Stuck sprinkler heads at entrance island	
Common Area	Weeds	Crack weeds on Daydream in front of Apartments. Down Homegrown	
Townhomes	Weeds	Torpedo grass down walkway to Morning Way Park and behind 232	
Common Area	Irrigation	Ponder Cir. Irrigation break	
Townhomes	Shrubs	Trim Grasses off of walk way from Morning Ray to Mailbox	

	Working on proposal. Not yet submitted.
	Proposal delivered. Waiting on reply
	Work not approved (declined)
	Work approved. Ones with completed date are finished

ENHANCEMENT OPPORTUNITIES/PROPOSALS

Opportunity #	Property Name	Opportunity Name	Opp Status	Estimated \$	Created Date	Complete Date	Lost Date
ESTIMATING							
		Crepe myrtles at walkway between townhomes?					
		Irrigation at parallel parking spots by office condos.					
		Replant river birch behind 213 Daydream					
		Bocce Ball synthetic turf option					
		Drainage for beds on North side of Curiosity past school					
DELIVERED							
58262	Skinner Wildlight Office Condos	Wildlight office condos-drainage	Delivered	\$ 5,967	09/28/23	approved	
58146	Wildlight Residential Association	Ponder Cir Controller Decoder Replacement	Delivered	\$ 860	09/26/23	approved	
58160	Wildlight Residential Association Tow	Sod replacement Front Yard 201 Daydream	Delivered	\$ 7,657	09/27/23		
58149	Wildlight Residential Association	Drainage Install Along Sidewalk by Forest Park Pond	Delivered	\$ 8,123	09/26/23	verbal	
58151	Wildlight Residential Association	Crepe Myrtle Replacement	Delivered	\$ 525	09/26/23	approved	
58152	Wildlight Residential Association	Sod Replacement in Front of Pulte Models	Delivered	\$ 7,766	09/26/23		
58051	Crosstown at Wildlight	Crosstown Improvements	Delivered	\$ 22,582	09/25/23	verbal	
56567	Wildlight Waterbug Park	Washout Behind TV Wall	Delivered	\$ 3,955	08/18/23		
56158	Wildlight Residential Association Tow	Labor for Sod Install in Front of 222	Delivered	\$ 2,010	08/08/23		
56156	Wildlight Residential Association	Islands in Mobility Trail Park Replanting	Delivered	\$ 5,636	08/08/23		
56155	Wildlight Residential Association	Entrance to Mobility Trail Replanting	Delivered	\$ 3,290	08/08/23		
56154	Wildlight Residential Association	Washingtonia Palm Replacement at Buttonwood	Delivered	\$ 790	08/08/23	approved	
56153	Wildlight Residential Association	Julep Park Cord Grass Addition	Delivered	\$ 555	08/08/23		
56044	Wildlight Waterbug Park	Waterbug Game Park Drainage Install	Delivered	\$ 19,495	08/07/23		
52823	Wildlight Commercial Association	Irrigation Repairs at New Office Condos	Delivered	\$ 1,363	05/10/23		
LOST							
56656	Wildlight Residential Association Tow	Dog trot and Buttonwood loop Sod	Lost	\$ 5,778	08/22/23		
56161	Mark McHugh	Hardwood Mulch	Lost	\$ 2,490	08/08/23		
56160	Mark McHugh	Pinestraw	Lost	\$ 1,570	08/08/23		
56159	Wildlight Residential Association Tow	Labor for Sod Install in Front of 217	Lost	\$ 1,005	08/08/23		
56043	Wildlight Waterbug Park	Bocce Ball Court Replacement	Lost	\$ 34,121	08/07/23		
58059	Wildlight Curiosity Ave Enhancement	Repair Current Mainline Break	Lost	\$ 1,600	09/26/23		
WON							
58161	Wildlight, LLC	Bush Hogging Parcels on Tinker	Won	\$ 1,175	09/27/23		
58060	Wildlight Curiosity Ave Enhancement	Moving Mainline and Wiring	Won	\$ 17,420	09/26/23		

Landscape Maintenance Schedule



MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Follow-up
Townhomes	Plant Health Care	Torpedo in turf and replace azalea at 250 Wildlight Ave	
Common Area	Irrigation	Resend proposal for irrigation at office condos	
Common Area	Weeds	In Blue Daze down Curiosity	
Common Area	Weeds	In bed bewteen townomes and Rayonier parking lot	
Common Area	Irrigation	check drainage for debris build up	
Common Area	Mowing	Weeds around trees by waterbug pond	
Common Area	Weeds	weeds by dog trash pot at corner of Wildlight and curiosity	
Common Area	Irrigation	Broken at valve box at mobility trail and Sawgrass	
Townhomes	Shrubs	Clup grass head seeds along walking trail	
Common Area	Weeds	Weeds in beds down extension	
Common Area	Weeds	Spray tree rings at hammock park	
Common Area	Weeds	Pool parking lot, pool equipment area, behind screen barrier	
Common Area	Shrubs	Trim ligustrum at pool	
Townhomes	Enhancement opp	Replant River birch behind 213 Dayream	Proposed

PUNCH ITEMS - OPEN

Area	Type	Description	Follow-up
Townhomes	Irrigation	251 & 221 Water meter cover	
Common Area	Irrigation	Need to lower one more hose bib down extension	
Common Area	Plant Health Care	Ponder Cir park turf	Check irr, replace before Oct. 27
Townhomes	Irrigation	Check all corners of boardwalk for leaks. Fill in where needed.	Checked irr, no leaks
Townhomes	Enhancement opp	Create bed and install pinestraw around 231 Daydream	
Common Area	Enhancement opp	Crepe myrtle replacement down walkway between townhomes	Was never proposed. Follow up
Townhomes	Shrubs	Come up with better shrubs than plumbagos - 244 Daydream	
Townhomes	Shrubs	Grade soil to prevent wash out by garage door	
Common Area	Enhancement opp	Drainage for Sawgrass park.	
Common Area	Shrubs	Remove ornamental grass by stop sign at Mobility Park.	
Common Area	Weeds	205 Daydream - replace anise	
Common Area	Irrigation	Flex pipe showing in office islands	
Common Area	Plant Health Care	Leaning tree on curiosity	
Common Area	Plant Health Care	leaning tree on Homegrown	
Townhomes	Shrubs	Remove bamboo stakes from Crepe Myrtle trees	
Townhomes	Shrubs	Trim branches over sidewalk along Wildlight Ave	
Townhomes	Irrigation	Possible Irrigation break at 256 Wildlight Ave	
Common Area	Shrubs	Possible irrigation break at bed by crosswalk on Wildlight Ave	
Townhomes	Irrigation	Check irrigation by power box between Daydream and Rayonier parking lot	
Townhomes	Weeds	Crack weeds in driveways	

MAINTENANCE UPDATE

Townhomes	Shrubs	Remove dead trunks in Robellinis	
Common Area	Irrigation	Corner of Daydream and Homegrown	Found valve, but no pressure. Check for breaks along the lines
Common Area	Shrubs	Straighten maple on Salt Marsh Loop	
Common Area	Irrigation	Possible break on Curiosity past hammack park. South side of road	
Common Area	Mowing	Weedeat under hammacks at hammock park	
Common Area	Plant Health Care	Fire ant season. Keep multiple bottles of bait on truck	
Common Area	Shrubs	Need to clean up beds on Curiosity at intersections of Floco and Muhly	Need to scrape sod and propose drainage

PUNCH ITEMS - HISTORICAL (1 month trailing)

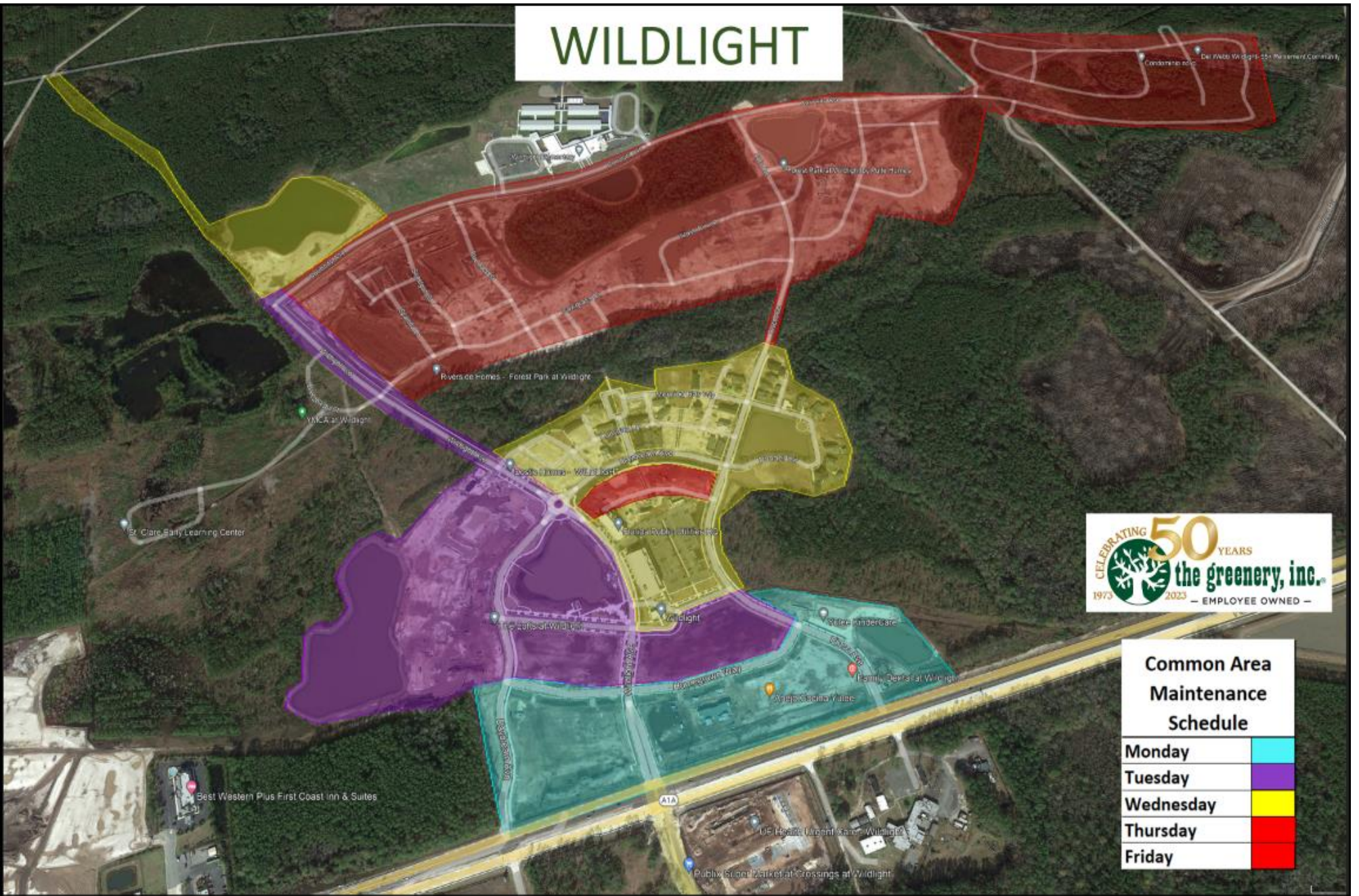
Area	Type	Description	Follow-up
Townhomes	Weeds	Sedges in bed leading to Morning Star	
Common Area	Weeds	Publix Berm - sedges in turf, missed some areas spraying in beds, weedeat poles, edge valve boxes	
Common Area	Shrubs	Ant hills are forming across the community. Need to keep bait on trucks	
Common Area	Shrubs	Start rounding shrubs by shops	
Common Area	Weeds	By dumpsters behind shops. Also in Aprking lot if Rayonier	
Common Area	Enhancement opp	Propose bush hogging two overgrown parcels	
Common Area	Plant Health Care	Check oaks for tent caterpillars	
Common Area	Enhancement opp	Propose drains for standing water along sidewalk by Forest Park Pond	
Common Area	Enhancement opp	Remove Dead Crepe at Model Home Park	
Common Area	Enhancement opp	Fill dirt and possible resod at Model Home Park	
Townhomes	Enhancement opp	Sod in front of 201 Daydream	
Common Area	Irrigation	Stuck sprinkler heads at entrance island	
Common Area	Weeds	Crack weeds on Daydream in front of Apartments. Down Homegrown	
Townhomes	Weeds	Torpedo grass down walkway to Morning Way Park and behind 232	
Common Area	Irrigation	Ponder Cir. Irrigation break	
Townhomes	Shrubs	Trim Grasses off of walk way from Morning Ray to Mailbox	
Common Area	Shrubs	Trim grasses off of walk way inside pool area	
Common Area	Shrubs	Remove dead black eyed susans	
Common Area	Shrubs	Cut grasses back froms signs, walkways, and rocks at pool area	
Common Area	Enhancement opp	Follow up on Decomp Granite	Ordered, waiting on delivery date
Common Area	Weeds	Vines in cord grass at bio swale	
Common Area	Shrubs	Trim Wax Myrtle by JEA gas station along 200	Trimmed front of shrubs, need to complete
Common Area	Shrubs	Cut grasses off of ribbon at Julep Park	
Common Area	Plant Health Care	Shrub health at Hammock Park	
Common Area	Shrubs	Remove dead black eyed susans	
Common Area	Weeds	Dog Trot park bed islands	
Common Area	Shrubs	Clip dead out of podocarpus at buttonwood	
Common Area	Weeds	Buttonwood parking area	
Common Area	Weeds	wildlight extension	

	Working on proposal. Not yet submitted.
	Proposal delivered. Waiting on reply
	Work not approved (declined)
	Work approved. Ones with completed date are finished

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

Landscape Maintenance Schedule

WIDLIGHT



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

MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Follow-up
Townhomes	Shrubs	Trim branches over sidewalk along Wildlight Ave	
Townhomes	Irrigation	Possible Irrigation break at 256 Wildlight Ave	
Common Area	Shrubs	Possible irrigation break at bed by crosswalk on Wildlight Ave	
Townhomes	Irrigation	Check irrigation by power box between Daydream and Rayonier parking lot	
Common Area	Irrigation	Possible break on Curiosity past hammack park. South side of road	
Common Area	Mowing	Weedeat under hammacks at hammock park	
Common Area	Plant Health Care	Fire ant season. Keep multiple bottles of bait on truck	

PUNCH ITEMS - OPEN

Area	Type	Description	Follow-up
Townhomes	Irrigation	251 & 221 Water meter cover	
Common Area	Irrigation	Need to lower one more hose bib down extension	
Common Area	Plant Health Care	Ponder Cir park turf	Check irr, replace before Oct. 27
Townhomes	Irrigation	Check all corners of boardwalk for leaks. Fill in where needed.	Checked irr, no leaks
Townhomes	Enhancement opp	Create bed and install pinestraw around 231 Daydream	
Townhomes	Shrubs	Come up with better shrubs than plumbagos - 244 Daydream	
Townhomes	Shrubs	Grade soil to prevent wash out by garage door	
Common Area	Enhancement opp	Drainage for Sawgrass park.	Need to propose
Common Area	Shrubs	Remove ornamental grass by stop sign at Mobility Park.	
Common Area	Weeds	205 Daydream - replace anise	
Common Area	Irrigation	Flex pipe showing in office islands	
Common Area	Plant Health Care	Leaning tree on curiosity, homegrown, salt marsh loop	
Townhomes	Shrubs	Remove bamboo stakes from Crepe Myrtle trees	
Townhomes	Weeds	Crack weeds in driveways	
Townhomes	Shrubs	Remove dead trunks in Robellinis	
Common Area	Irrigation	Corner of Daydream and Homegrown	Found valve, but no pressure. Check for breaks along the lines
Townhomes	Irrigation	Possible break at 259 Daydream	
Townhomes	Shrubs	Remove tree in front of stop sign at 235 Daydream	
Common Area	Plant Health Care	Check turf at Ponder Cir monument sign	
Common Area	Shrubs	Check for shilling replacements down Curiosity	
Common Area	Weeds	In beds down by Hammock Park	
Common Area	Enhancement opp	Wawa moving trees	
Common Area	Shrubs	Trim shrubs and spray board walk behind YMCA	
Common Area	Shrubs	Need to clean up beds on Curiosity at intersections of Floco and Muhly	Need to scrape sod and propose drainage

MAINTENANCE UPDATE

PUNCH ITEMS - HISTORICAL (1 month trailing)

Area	Type	Description	Follow-up
Townhomes	Weeds	Sedges in bed leading to Morning Star	
Common Area	Weeds	Publix Berm - sedges in turf, missed some areas spraying in beds, weedeat poles, edge valve boxes	
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Common Area	Plant Health Care	Check oaks for tent caterpillars	
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Common Area	Enhancement opp	Remove Dead Crepe at Model Home Park	
Common Area	Enhancement opp	Fill dirt and possible resod at Model Home Park	
Townhomes	Enhancement opp	Sod in front of 201 Daydream	
Common Area	Irrigation	Stuck sprinkler heads at entrance island	
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Common Area	Weeds	Dog Trot park bed islands	
Common Area	Shrubs	Clip dead out of podocarpus at buttonwood	
Common Area	Weeds	Buttonwood parking area	
Common Area	Weeds	wildlight extension	
Common Area	Weeds	YMCA pond	
Common Area	Weeds	Rayonier Parking Lot to Daydream - Irr leak & weeds on each side	
Common Area	Irrigation	Lower irr head at corner of Ponder park	
Common Area	Weeds	Weedeat dead weeds under railing at commercial parking lot	
Common Area	Weeds	Weedeat dead weeds in Hike and Bike trail by Del Webb	
Common Area	Weeds	Weeds in cracks behind homes in driveways	
Common Area	Weeds	Grwoing through board walk	
Common Area	Shrubs	Dead shrubs in pool area	
Townhomes	Shrubs	Trim grasses off of sign and sidewalk at 221 Daydream	

MAINTENANCE UPDATE

Townhomes	Plant Health Care	Aphids and soft scale on Crepe Myrtles	
Common Area	Weeds	Crack weeds and tree rings at intersection of Daydream and Homegrown	
Townhomes	Plant Health Care	Torpedo in turf and replace azalea at 250 Wildlight Ave	
Common Area	Irrigation	Resend proposal for irrigation at office condos	
Common Area	Weeds	In Blue Daze down Curiosity	
Common Area	Weeds	In bed bewteen townomes and Rayonier parking lot	
Common Area	Irrigation	check drainage for debris build up	
Common Area	Mowing	Weeds around trees by waterbug pond	
Common Area	Weeds	weeds by dog trash pot at corner of Wildlight and curiosity	
Common Area	Irrigation	Broken at valve box at mobility trail and Sawgrass	
Townhomes	Shrubs	Clup grass head seeds along walking trail	
Common Area	Weeds	Weeds in beds down extension	
Common Area	Weeds	Spray tree rings at hammock park	
Common Area	Weeds	Pool parking lot, pool equipment area, behind screen barrier	
Common Area	Shrubs	Trim ligustrum at pool	
Townhomes	Enhancement opp	Replant River birch behind 213 Dayream	Proposed

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ENHANCEMENT OPPORTUNITIES/PROPOSALS

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**EAST NASSAU
STEWARDSHIP DISTRICT**

**STAFF
REPORTS E**

EAST NASSAU STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

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

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