



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors' Meeting
August 17, 2022**

**District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084**

www.troutcreekcdd.org

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.troutcreekcdd.org

Board of Supervisors

Andy Smith	Chairman
David Roane	Vice Chairman
Michael Gruber	Assistant Secretary
Frank Murphy	Assistant Secretary
Ryan Stone	Assistant Secretary

District Manager

Carol Brown	Rizzetta & Company, Inc.
Melissa Dobbins	

District Counsel

Katie Buchanan	Kutak Rock LLP
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District Engineer

Brad Davis	Prosser Inc.
Matt Melchiori	

All cellular phones must be placed on mute while in the meeting room.

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

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Board of Supervisors
Trout Creek Community
Development District

August 10, 2022

AGENDA

Dear Board Members:

The **special** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **August 17, 2022, at 6:00 p.m.** in the cafeteria of **Timberline Creek Elementary School**, 555 Pine Tree Lane, St. Augustine, FL 32092.

1. **CALL TO ORDER / ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Special Meeting held on June 22, 2022.....Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for June 2022.....Tab 2
 - C. Ratification of Requisitions:.....Tab 3
 - 1.) Account Series 2020; CUS 70-74
 - 2.) Account Series 2020; CUS 75-78
 - D. Construction Activity Report, Period Ending June 2022..... Tab 4
 - E. Acceptance of Financial Audit for September 30, 2021..... Tab 5
 - F. Acceptance of AMTEC Rebate Report for Series 2018, dated June 30, 2022..... Tab 6
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer..... Tab 7
 - 1.) Update on Retaining Wall Repair
 - 2.) Update on Tree Remediation and Proposal(s)
 - C. Construction Administrator
 - D. Landscape Manager.....Tab 8
 - 1.) VerdeGo Landscape Report, date August 2022
 - E. Community Director Tab 9
 - 1.) Charles Aquatics Report, date July 2022
 - F. District Manager
5. **BUSINESS ITEMS**
 - A.Public Hearing on Uniform Method of Collection.....Tab 10
 - 1.) Consideration of Resolution 2022-15, Approving the Utilization of the Uniform Method of Collection
 - B.Public Hearing on Fiscal Year 2022-2023 Final Budget.....Tab 11
 - 1.) Consideration of Resolution 2022-16, Approving Fiscal Year 2022-2023 Final Budget

C. Public Hearing on Special Assessments.....	Tab 12
1.) Consideration of Resolution 2022-17, Imposing Special Assessments	
D. Consideration of Resolution 2022-18, Authorizing, Confirming and Approving the Acceptance of Dedication Property and Improvements.....	Tab 13
E. Discussion of Temporary Construction and Access Agreement for Timberwolf Trail Easement.....	Tab 14
F. Discussion on District Service Contract Procedures	
G. Ratification & Consideration of the Nadar's Termite Bond Agreements.....	Tab 15
6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS	
7. ADJOURNMENT	

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 904-436-6270.

Yours kindly,

Carol L. Brown

District Manager

Tab 1

MINUTES OF MEETING

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

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

The **regular** meeting of the Board of Supervisors of Trout Creek Community Development District was held on **June 22, 2022, at 3:00 p.m.** in the cafeteria of **Timberlin Creek Elementary School**, 555 Pine Tree Lane, St. Augustine, FL 32092.

Present and constituting a quorum:

David Roane	Board Supervisor, Vice Chairman
Michael Gruber	Board Supervisor, Assistant Secretary
Frank Murphy	Board Supervisor, Assistant Secretary
Ryan Stone	Board Supervisor, Assistant Secretary

Also present were:

Carol Brown	District Manager, Rizzetta & Co., Inc.
Joe Cook	Vice President, CCMC
Mike McCollum	Developer, Freehold Capital Management
Scott Settlemyres	VerdeGo Landscape

Present Via Speakerphone:

Tim O'Reilly	Prosser Inc.
Wes Haber	Kutak Rock, LLC
Additional Staff	

Members of the public present.

FIRST ORDER OF BUSINESS

Call to Order

Ms. Brown called the meeting to order at 3:01 PM.

SECOND ORDER OF BUSINESS

Audience Comments Agenda Items

Audience commented on retaining wall, culvert box, trees, pool, landscaping, price increases, potholes, irrigation, contracts, holiday decorations, and operation & maintenance expenses.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of
the Board of Supervisors'
Regular Meeting held on May
18, 2022**

On a motion by Mr. Murphy, seconded by Mr. Stone, with all unanimously in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' Meeting held on May 18, 2022, for Trout Creek Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of the Operation
and Maintenance Expenditures
for April and May 2022**

On a motion by Mr. Roane, seconded by Mr. Stone, with all unanimously in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for April in the amount of \$137,621.35 and May in the amount of \$130,215.82, for Trout Creek Community Development District.

FIFTH ORDER OF BUSINESS

Ratification of Requisitions

On a motion by Mr. Stone, seconded by Mr. Gruber, with all unanimously in favor, the Board of Supervisors ratified the Requisitions for Account Series 2018, CUS 182-183, and Account Series 2020, CUS 61-66 and CUS 67-69, for Trout Creek Community Development District.

SIXTH ORDER OF BUSINESS

**Construction Activity Report,
Period Ending April 2022**

Construction Activity Report found under tab 4.

SEVENTH ORDER OF BUSINESS

**Consideration of Arbitrage
Rebate Proposal**

Ms. Brown informed the Board that this proposal is for the newest bond, Series 2022 and that the District is required to have this analyst report performed.

On a motion by Mr. Murphy, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors approved the Bond Series 2022 in the amount of \$450.00 beginning May 2022 through May 2027, for Trout Creek Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution
2022-12; Ratifying the Sale of
Series 2022 Bonds**

Mr. Haber reminded the Board that they had previously approved the Award Resolution authorizing the Chair and staff to execute the bond purchase. This Resolution is the next step and ratified the bond issuance.

On a motion by Mr. Roane, seconded by Mr. Stone, with all unanimously in favor, the Board of Supervisors approved Resolution 2022-12, which ratified the sale of Series 2022 Bonds, for Trout Creek Community Development District.

NINETH ORDER OF BUSINESS

**Consideration of Disclosure of
Public Financing**

Mr. Haber informed the Board that this document is required, per Florida Statutes 190 for the recent Bond Series 2022 and is recorded in the official records of St. Johns County.

On a motion by Mr. Murphy, seconded by Mr. Stone, with all unanimously in favor, the Board of Supervisors approved the Disclosure of Public Financing, for Trout Creek Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Requisition 2

Ms. Brown informed the Board that this requisition returns funds to the developer and is in the amount of \$1,440,257.63

Mr. Haber stated that this is in the District's agreement with the developer, which allows the developer to provide funds to continue developing and this is for repayment of those funds. (Exhibit A)

On a motion by Mr. Gruber, seconded by Mr. Murphy, with all unanimously in favor, the Board of Supervisors approved Requisition 2 in the amount of \$1,440,257.63, for Trout Creek Community Development District.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Haber was present, via speaker phone, and available to take any questions from the Board.

B. District Engineer

- 1.) Acceptance of Stormwater Needs Analysis Report, Dated June 15, 2022.

Ms. Brown presented the final version of the Stormwater Needs Analysis report and informed the Board that this report will be submitted to the county. Mr. McCollum reminded the Board that this report is a new state requirement. Discussion ensued.

On a motion by Mr. Stone, seconded by Mr. Gruber, with all unanimously in favor, the Board of Supervisors approved the Stormwater Needs Analysis, dated June 15, 2022 to meet the state requirement, however, this approval is not intended to and shall not waive any rights or claims the District may have with respect to the retaining wall failure, for Trout Creek Community Development District.

2.) Prosser Memorandum Shearwater Trees, Dated June 10, 2022.

Mr. O'Reilly was present, via speakerphone. He reviewed his report and findings, found under Tab 8. He stated that trees are stressed, soil has no nutrients and he recommended to add soil nutrients. He said he had been provided and reviewed the other arborist's report and stated his remediation approach is better than their recommendation. Discussion ensued.

Board directed staff to provide the original contract for the tree installation with soil sample performed before the trees were installed. Board also directed staff to provide a cost analysis to amend soil.

Board excused Mr. O'Reilly from the meeting.

C. Construction Administrator

Mr. McCollum was present and available to take any questions from the Board.

D. Landscape Managers

1.) Prestige Landscape Report, dated May 27, 2022.

Mr. Kenny was not present, and his report was found under tab 9.

2.) VerdeGo Landscape Report, dated June 8, 2022

Mr. Settlemyres was present, and his report was found under tab 9.

Mr. Roane reminded the Board that Prestige is now responsible to maintain the Outpost and Phase 3 and VerdeGo is responsible for everything else. He suggested to the Board that they consider reducing the areas VerdeGo maintains and to potentially add another landscaping vendor to the District. Discussion ensued.

E. Community Director

Mr. Cook provided the Board with his management report. (Exhibit B) and reviewed. He informed the Board that the new Community Director will start on June 30th and a new seasonal café host will begin on June 23, 2022. He also shared that a colleague of his visited Trout Creek CDD to review security challenges and will be providing the District with evaluation note and recommendations. Discussion ensued.

- 1.) Charles Aquatics Service Report, May 31, 2022
Report found under Tab 10.

F. District Manager

Ms. Brown presented her report to the Board. (Exhibit C) and informed the Board that she is currently working on the Budget Public Hearing Notices for the newspaper and mailing.

- 1.) Ratification of Poolsure Temporary Surcharge

Ms. Brown informed the Board that she advised Poolsure that the Board did not accept the 8% temporary surcharge and the vendor replied and said he would then give his 30-day notice. Ms. Brown discussed this with the Chairman, and he approved the temporary surcharge and directed staff to obtain pool chemical proposals.

On a motion by Mr. Stone, seconded by Mr. Gruber, with all unanimously in favor, the Board of Supervisors ratified the Poolsure Temporary Surcharge, for Trout Creek Community Development District.

TWELFTH ORDER OF BUSINESS

**Public Hearing to Consider
Imposition of Special
Assessments Resolution
2022-13; Imposing Special
Assessments**

Ms. Brown explained there was a small section of land, originally not included in the District's boundary, and this special assessment does not impact the current residents. That this only pertains to the land to be developed. Mr. Haber confirmed what Ms. Brown stated.

On a motion by Mr. Roane, seconded by Mr. Stone, with all unanimously in favor, the Board of Supervisors opened the Public Hearing to Consider Imposition of Special Assessments Resolution 2022-13; Imposing Special Assessments , for Trout Creek Community Development District.

Audience members comments including confirming this would not affect current residents, and why wasn't this originally included.

On a motion by Mr. Roane, seconded by Mr. Stone, with all unanimously in favor, the Board of Supervisors closed the Public Hearing to Consider Imposition of Special Assessments Resolution 2022-13; Imposing Special Assessments, for Trout Creek Community Development District.

1.) Consideration of Resolution 2022-13; Imposing Special Assessments

On a motion by Mr. Roane, seconded by Mr. Stone, with all unanimously in favor, the Board of Supervisors adopted Resolution 2022-13; Imposing Special Assessments, for Trout Creek Community Development District.

THIRTEENTH ORDER OF BUSINESS

Consideration of Resolution 2022-14; Expressing Intent to Utilize the Uniform Method

Mr. Haber informed the Board that this Resolution will allow a Public Hearing to be held for the District to use the Uniform Method for Collecting Assessments, which is done through the county's tax bill.

Ms. Brown informed the Board that the date of this Public Hearing could be set for August 17, 2022 at 6 PM at the Timberlin Creek Elementary School.

On a motion by Mr. Roane, seconded by Mr. Stone, with all unanimously in favor, the Board of Supervisors adopted Resolution 2022-14; Expressing Intent to Utilize the Uniform Method with Public Hearing date set for August 17, 2022 at 6 PM at the Timberlin Creek Elementary School, for Trout Creek Community Development District.

FOURTEENTH ORDER OF BUSINESS

Discussion of Retaining Wall - Matthew Design Group Report, dated May 31, 2022

The Board was presented with the Matthew Design Group Report, dated May 31, 2022. (Exhibit D)

Mr. McCollum informed the Board that staff was notified, after a big storm, that a massive amount of rainfall had washed out the retaining wall and when in discussion with Mr. Buchannan, she advised the developer to obtain a third party report to analyze the circumstances. He stated that Matthews Design Group is an independent company. He also advised that the repairs were almost complete. Mr. McCollum added that because this was a life safety issue, the District had to move forward with the repairs. Discussion ensued.

- 1.) Ratification of Agreement with Vallencourt Construction Co., Inc. for Repairs.

Mr. McCollum presented the agreement found under tab 13 and stated this proposal amount was a starting point for repairs to get the work started and to get it done. Discussion ensued.

On a motion by Mr. Roane, seconded by Mr. Gruber, with three in favor and Mr. Murphy opposed, the Board of Supervisors ratified the Vallencourt Construction Co., Inc. agreement for retaining wall repairs, for Trout Creek Community Development District.

FIFTEENTH ORDER OF BUSINESS

Discussion of VerdeGo Agreement

Mr. Murphy stated he had seen an increase in work performance, however, asked who oversees the contract and that VerdeGo is not currently doing it.

Mr. Roane commented that historically Districts' have one contract with a landscaping vendor and that possibly by adding additional vendor contracts this would increase competition and fair pricing. Discussion ensued.

The Board directed staff to obtain an action plan from VerdeGo. Mr. Cook informed the Board that they are in the process of formatting a resident landscape group.

SIXTEENTH ORDER OF BUSINESS

Consideration of Pine Straw Proposal

The Board reviewed proposals found under tab 15. Discussion ensued.

On a motion by Mr. Stone, seconded by Mr. Gruber, with all unanimously in favor, the Board of Supervisors approved the installation of pine straw and pine bark, with a not to exceed amount of \$90,338.38, for Trout Creek Community Development District.

SEVENTEENTH ORDER OF BUSINESS

Consideration of Surfside Pool Maintenance Proposals

Mr. Cook informed the Board that five proposals were requested, and the District received two. Board Directed staff to obtain references. Discussion ensued.

On a motion by Mr. Roane, seconded by Mr. Gruber, with all unanimously in favor, the Board of Supervisors approved Surfside Pools proposal in the amount of \$3,500.00, for Trout Creek Community Development District.

EIGHTEENTH ORDER OF BUSINESS**Consideration of Palm Tree
Lighting Replacement
Proposal**

This item was tabled by the Board. Mr. Roane will explore the warranty on the current lights.

NINETEENTH ORDER OF BUSINESS**AUDIENCE COMMENTS AND
SUPERVISOR REQUESTS****Supervisor Requests:**

Mr. Murphy expressed concern over the enforcement of the Golf Cart policy and that all golf cart users are to have a valid drivers license. The Board directed staff to send out E-Blasts reminding residents of this policy and to include the St. Johns County Sheriff's Department non-emergency number.

Mr. Murphy stated the swim meet went nicely. Inquired on the status of proposal to repaint the slide. He asked staff to include a monthly vandalism report to the Board. He inquired on the status of the pool heater proposals. Mr. Cook responded and said that staff would obtain the pool heater proposal for the August meeting.

Audience Comments:

Audience comments included fireworks, pine straw, cost of bales, why VerdeGo doesn't install mulch, golf cart registration, budget process, vandalism, and posting pictures of individuals, landscaping, gym door status and repayment, dead shrubs, irrigation system not working, pool closure on Mondays, retaining wall and drainage, prevention of other side failing, potholes, speed limits, landscaping impact, speedbump, HOA vs. CDD, pickleball court, lazy river, landscape committee.

Mr. Stone responded to audience comments and agreed for the Board to consider looking into registering golf carts, exploring having the pool open on Mondays, patching potholes and obtaining pickle ball proposals.

TWENTYTH ORDER OF BUSINESS**Adjournment**

On a motion by Mr. Stone, seconded by Mr. Gruber, with all unanimously in favor, the Board adjourned the Board of Supervisors' Meeting at 5:42 PM, for Trout Creek Community Development District.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

Exhibit A

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.troutcreekcdd.org

MEMORANDUM

TO: Brad Davis, **Prosser, Inc.**
Mike McCollum for Andrew Smith, **Freehold Capital Management**

FROM: Hanna Yi/Bill James
Trout Creek Community Development District

DATE: June 21, 2022

RE: Series 2022 Construction Requisition(s) Approval - #CR 2

Enclosed is/are construction requisition(s) for the above referenced district. Please review the requisition(s) and, upon your approval, sign the designated area(s) and forward the requisition(s) to Mike McCollum.

Mike, upon your review and approval, please have the Chairman sign the designated area(s) and forward the requisition(s) back to the District Office at the below e-mail address for final processing.

hyi@rizzetta.com

If you have any questions, please do not hesitate to call me at (813) 533-2950.

WFC Ashford Mills

\$1,440,257.63

Exhibit B

Shearwater
District CCMC Management Report

6.22.22

Completed final candidate interviews for Community Director. Barry Jeskewich has accepted our offer to join the team as Community Director for Shearwater. Barry has a strong background in multiple operations including parks and recreation with city government and also resort operations. We believe he has all the intangibles that would provide the on-site leadership for the team and community that is needed. He currently resides in Tampa and will be relocating to St. Augustine soon. Barry's first day at Shearwater will be June 30th.

Hired a seasonal host for the Hub for food and beverage service. Gracie Waldeck starts on 6.23.22

Completed a Shearwater site team organization chart summary along with a brief job roles and responsibilities description along with district staffing expense percentage allocation.

Completed a proposal to formalize a resident landscape committee to assist the team. The landscape committee volunteer application form along with a draft of the landscape committee charter was reviewed and approved. We plan on announcing the formation of the committee to the community and requesting volunteer applicants by the end of the week.

Obtained 3 quotes for pine straw installation at the Kayak Club: Greenway Landscaping \$15,294, Mulch Masters \$12,350, and Everglades - TBD, I have a call in to ask them to separate the Kayak Club from community wide quote.

Received one quote on community wide pine straw/mulch: Everglades: \$90,338 includes Kayak Club. I'm waiting on quotes from Greenway Landscaping and Mulch Masters.

Obtained 2 quotes on Pool Maintenance for 3 x week service with cleaning the fun pool, lap pool and lazy river: Coastal Pool Care: \$58,980 annually (\$4,915 monthly, plus chemicals), Surfside: \$42,000 annually (\$3,500 monthly, plus chemicals).

Obtained 1 quote for removing and replacing the palm tree lighting around the pool: All Weather Contractors (\$26,230).

Quote requested from True Line Fence for pool access gate repair.

Coordinated a Shearwater site visit with William Pinho, Director of Community Patrol at Babcock Ranch, to provide his professional evaluation and recommendations on the safety and security of Shearwater. I expect to receive his report in the next few days.

Exhibit C



UPCOMING DATES TO REMEMBER

- **Next Meeting:** July 20, 2022, at 3 PM in the Kayak Club
- **FY 2020-2021 Audit Completion Deadline:** April 30, 2022
- **Next Election (Seats 1 & 2):** November 8, 2022
- **Bond Maturity Dates:** Series 2015: 05/01/45, Series 2018: 05/01/49 & Series 2020: 05/01/51, Series 2022: 05/01/52

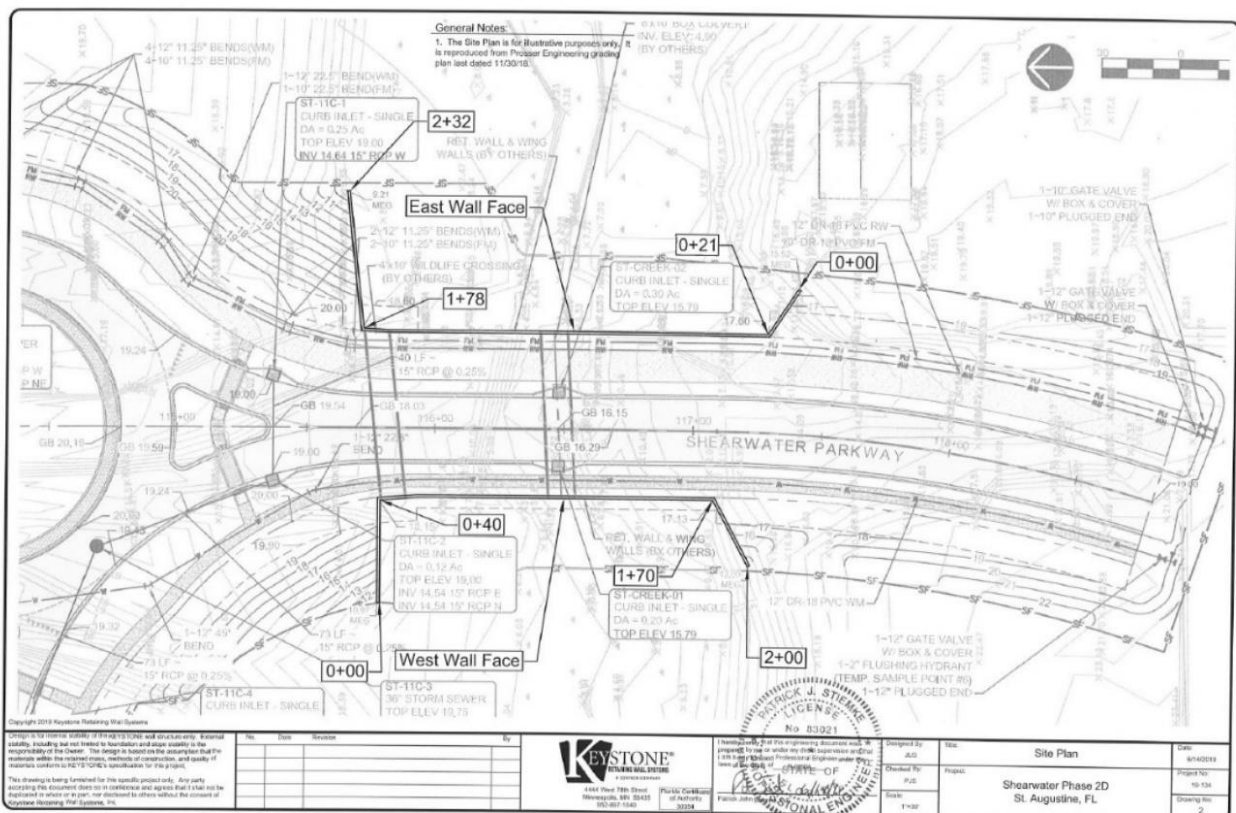
<u>Financial Summary</u>	<u>04/30/22</u>
General Fund Cash & Investment Balance:	\$1,317,637*
Reserve Fund Cash & Investment Balance:	\$270,976**
Total Fund Balance YTD Actual:	\$1,317,637
Total Expenditure YTD Variance:	\$280,200 Under Budget
 *General Fund Cash: Includes FY 21/22 AR of \$103,882.61	
** Reserve Fund: Account in process of being established with FY 21/22 Contingency Capital Reserves. Funds currently reflected in General Fund Cash	
 Line Items with Significant YTD Variance Over Budget:	
Irrigation Repairs: \$8,044; Misc. Expenses: \$18,635; Lifeguards: \$8,419; Amenity Maintenance & Repairs: \$47,718 and Access Control Maintenance & Repairs: \$5,255	

Exhibit D

SITE VISIT – RETAINING WALL FAILURE - OBSERVATION REPORT			1. Date and Time	05/26/2022 at 2:15 pm
			2. Report Number	2022-05-26
3. MDG Project No. 000	4. Project Name - Shearwater	5. Location St. Johns County		
6. Contractor Vallencourt Co., Inc.	7. Project Manager MDG – Rob Matthews	8. Quality Control Monitor MDG – Ivan Lamoš		
9. Temperature 86 High	10. Weather Partly Sunny	11. Hours on Job 0.5 hr + 1.5 hr drivetime.		

Visit Date – May 26, 2022
Report Date – May 31, 2022

Matthews Design Group performed a site visit to observe the state of the retaining wall and surrounding areas at Shearwater Phase 2 wetland crossing following heavy rain event that took place 5/21/2022 (date provided by David Roane).



Plan View (Image 1)



Failure of the retaining wall was contained on the west side of wetland crossing between station 0+40 and 1+70 (see image 1 for location, see image 2 for extent of failure). Lateral movement of wall was observed along with significant erosion and loss of fill around drainage structure and erosion along the southern tapering portion of the retaining wall between stations 1+70 and 2+00 (Image 3 & 4).



Image 2 – Retaining wall failure



Image 3 – Erosion behind retaining wall



Image 4 – Erosion behind tapering retaining wall

Loss of fill was also observed through another portion of retaining wall next to box culvert designed for animal crossing (image 5 & 6).



Image 5 – Animal Crossing



Image 6 – Erosion behind retaining wall



Image 7 – Sediment deposit



Image 8 – Sediment deposit

2. Remarks (Comments, General Discussions, Field Changes, Deficiencies etc.)

Based on observation of the failures during our visit after the rainstorm it is our opinion that the failure was caused by water overflowing the western inlet where erosion control device was correctly set up/placed per SWPPP. Greater than normal amount of water was not able to drain through provided storm water system and overtopped curb and followed paths of least resistance (Image 4 & 6) which caused fill to flow from behind the wall and be deposited in areas at the foot of the wall (image 7 & 8). It is recommended that the retaining wall is taken down to the course that is structurally stable and is rebuilt per plans that were issued for this project, refer to design engineer to eliminate water flow over the retaining wall to prevent similar failure. Additionally fill deposited at the crossing box culvert is to be removed and restored to pre storm condition along with cleaning of sediment from box culvert and downstream area (eastern side)

3. Signed - Quality Control Monitor:

4. Reviewed by:

Tab 2

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office - St. Augustine, Florida - (904)-436-6270
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
troutcreekcdd.org

Operation and Maintenance Expenditures Presented For Board Approval June 2022

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2022 through June 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$140,601.57**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2022 Through June 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
All Weather Contractors	003929	143157	Trouble Shoot Lighting 06/22	\$ 275.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003921	47510210	Commercial Pest Control 06/22	\$ 110.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003921	47534070	Pest Control 06/22	\$ 55.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003921	47534072	Rodent Service 06/22	\$ 33.00
AT&T Communications System	003900	151561791 06/22	Acct # 151561791 - 06/22	\$ 16.05
AT&T Communications System	003901	299942543 06/22	Acct # 299942543 06/22	\$ 16.05
Bucket List Productions, LLC	003930	061122	Bubble Truck 06/22	\$ 590.40
Bucket List Productions, LLC	003930	061122 - Grad Bash	Bubble Truck for Grad Bash 06/22	\$ 590.40
Capital Consultants Management Corporation	003896	TCD-06012022	Amenity Management Services 05/22	\$ 11,488.76
Charles Aquatics, Inc.	003933	45309	Bi-Monthly Cleaning of Fountains & Columns in Pond 1 06/22	\$ 400.00
Charles Aquatics, Inc.	003933	45444	Aquatic Maintenance 06/22	\$ 1,561.00
Charles David Roane	003944	DR062222	Board of Supervisors Meeting 06/22/22	\$ 200.00
Colden Company, Inc.	003913	15426	Service Call 05/22	\$ 1,020.16
Commercial Energy Specialists, Inc.	003912	181010	Thermometer Repair 05/22	\$ 245.09
Commercial Energy Specialists, Inc.	003932	181839	Pump Repair 06/22	\$ 345.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2022 Through June 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
	003911	CAD #108645	Deputy Patrol 05/22	\$ 120.00
Critter Control Operations, Inc.	003925	2707638	Monthly Pest Control - 06/22	\$ 122.00
David Lesage	003897	David Lesage 052522	Reimbursement for Pool Chemicals 05/22	\$ 74.43
Earthkinship LLC	003903	Earthkinship 01622	Kayak Safety Clinic and Gear Session 06/22	\$ 400.00
First Coast Franchising dba Jani-King of Jacksonville	003904	JAK06220427	Cleaning Service 06/22	\$ 4,275.72
First Coast Franchising dba Jani-King of Jacksonville	003939	JAK06220487	Cleaning Service 06/22	\$ 427.57
First Coast Franchising dba Jani-King of Jacksonville	003920	JAK06220488	Liners 06/22	\$ 70.68
First Coast Franchising dba Jani-King of Jacksonville	003939	JAK06220489	Cleaning Service 06/22	\$ 427.57
Florida Department of Health in St Johns County	003907	55-BID-5914619	Pool Permit #55-60-1592216 - 2022/2021	\$ 225.00
Florida Department of Health in St Johns County	003908	55-BID-5914620	Pool Permit #55-60-1592207 - 2022/2023	\$ 225.00
Florida Department of Health in St Johns County	003909	55-BID-5914621	Pool Permit #55-60-1592213 - 2022/2023	\$ 225.00
Florida Department of Revenue	003934	65-8017062725-9 Sales and Use Tax 05/22	Sales and Use Tax 05/22	\$ 350.79
FPL	2022061522-1	FPL Summary 05/22	FPL Summary 05/22	\$ 7,865.85
Frank Murphy	003941	FM062222	Board of Supervisors Meeting 06/22/22	\$ 200.00
Howard Services, Inc.	003918	14941	AC Maintenance 05/22	\$ 1,339.50

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2022 Through June 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Howard Services, Inc.	003918	C-4918	Semi-Annual Mechanical Maintenance 06/22	\$ 458.95
IPFS Corporation	003919	GAA-B75447 Pymt 9 of 11	GAA-B75447 Pymt 9 of 11	\$ 4,373.43
Jacksonville Electric Authority	2022061522-2	9634626977 05/22	Water-Sewer Combination Services 05/22	\$ 25,559.75
Kutak Rock LLP	003905	3054505	Legal Services 04/22	\$ 2,676.56
	003924	SJSO22CAD114221	Deputy Patrol 05/22	\$ 120.00
McDirmitt Davis & Company, LLC	003940	52424	Audit Services FY 20/21	\$ 4,000.00
Michael T. Gruber	003938	MG062222	Board of Supervisors Meeting 06/22/22	\$ 200.00
	003922	SJSO22CAD121697	Deputy Patrol 06/22	\$ 120.00
Newagetutors LLC DBA VGlobal Tech	003928	3940	Website ADA Compliance 06/22	\$ 300.00
Newagetutors LLC DBA VGlobal Tech	003928	3941	Website ADA Compliance Quarterly 06/22	\$ 400.00
Poolsure	003898	131295606855	Monthly Pool Chemicals 06/22	\$ 2,741.04
Prosser, Inc.	003899	48046	Engineering Services 04/22	\$ 2,175.04
Prosser, Inc.	003906	48081	Engineering Services 04/22	\$ 3,217.50
Prosser, Inc.	003942	48089	Engineering Services 05/22	\$ 3,080.00
Republic Services of Florida	2022061522-3	0687-001228312	Waste Disposal Services - 06/22	\$ 405.23

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2022 Through June 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Rizzetta & Company, Inc.	003943	INV0000068688	District Management Fees 06/22	\$ 4,306.59
Roy W. Green	003915	061122	DJ for Bingo 06/22	\$ 250.00
Roy W. Green	003916	061122 B	DJ for Grad Bash 06/22	\$ 250.00
Roy W. Green	003917	061122 C	DJ for Family Bingo 06/22	\$ 250.00
Roy W. Green	003937	061522	Camera for Party 06/22	\$ 750.00
Ryan Scott Stone	003945	RS062222	Board of Supervisors Meeting 06/22/22	\$ 200.00
SouthStar Energy Services LLC dba Florida Natural Gas	003935	662683ES	Natural Gas 05/22	\$ 12.59
	003936	SJSO22CAD087343	Deputy Patrol 06/22	\$ 120.00
	003914	SJSO22CAD121072	Deputy Patrol 06/22	\$ 120.00
Trout Creek CDD	06-30-22		Debit Card Transfer 06-30	\$ 2,739.90
Trout Creek CDD	06-13-22		Debit Card Transfer 06-13	\$ 5,638.40
Vak Pak Inc. Manufacturing	003946	050422-1	Replace Motor on River Pump 06/22	\$ 3,885.29
Vak Pak Inc. Manufacturing	003910	051622-1	Replace 2 old cabinet lids with new hardware. 06/22	\$ 62.73
VerdeGo LLC	003947	8408B	Standard Maintenance Contract 06/22	\$ 25,329.08
VerdeGo LLC	003947	8408C	Standard Maintenance Contract #2 06/22	\$ 3,128.70

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2022 Through June 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Vesta Property Services, Inc.	003926	399827	Lifeguard and Supervisor Hours 05/22	\$ 10,013.55
Vexacor Supply Group, LLC	003927	A-395901	Coffee Bar and Cooler Rental 06/22	\$ 165.00
Vexacor Supply Group, LLC	003948	A-439417	Cafe Supplies 06/22	\$ 17.22
	003923	SJSO22CAD126635	Deputy Patrol 06/22	\$ 240.00
Report Total				<u>\$ 140,601.57</u>

Tab 3

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

July 29, 2022

RIZZETTA & COMPANY, INC.
Trout Creek, Custody Account
Attn: Bill James
2806 N. Fifth Street, Unit 403
St. Augustine, FL 32084

RE: Custody Account, Series 2020
Requisitions for Payment

Dear Bill:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA UPS

REQUISITION NO.	PAYEE	AMOUNT
CUS 70	Prosser, Inc.	\$11,586.32
CUS 71	Vallencourt Construction Co., Inc.	\$188,936.67
CUS 72	Vallencourt Construction Co., Inc.	\$143,590.64
CUS 73	Vallencourt Construction Co., Inc.	\$67,275.35
CUS 74	Vallencourt Construction Co., Inc.	\$186,824.32

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6270. Thank you for your prompt attention to this matter.

Sincerely,

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

Carol Brown

District Manager

TROUT CREEK CDD

FORM OF REQUISITION FOR SERIES 2020

The undersigned, an Authorized Officer of Trout Creek Community Development 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 The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of September 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of September 2020

(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):

July 01, 2022

- (A) Requisition Number: **CUS 70**
- (B) Name of Payee: **Prosser, Inc.
13901 Sutton Park Dr South, Suite 200
Jacksonville, FL 32224**
- (C) Amount Payable: **\$11,586.32**
- (D) **Invoice(s) #48045 for Professional Services through April 30, 2022**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the 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 Series 2020 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 2018 Project and each represents a Cost of the 2020 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.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2020 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: [Signature]
DISTRICT ENGINEER

TROUT CREEK CDD FORM OF REQUISITION FOR SERIES 2020

The undersigned, an Authorized Officer of Trout Creek Community Development 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 The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of September 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of September 2020

(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):

July 01, 2022

- (A) Requisition Number: **CUS 71**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$188,936.67**
- (D) **Pay App 7943-12 for Shearwater Phase 3B & 3C**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the 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 Series 2020 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 2018 Project and each represents a Cost of the 2020 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.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2020 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: [Signature]
DISTRICT ENGINEER

TROUT CREEK CDD

FORM OF REQUISITION FOR SERIES 2020

The undersigned, an Authorized Officer of Trout Creek Community Development 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 The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of September 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of September 2020

(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):

July 01, 2022

- (A) Requisition Number: **CUS 72**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$143,590.64**
- (D) **Pay App 8033-13 for Shearwater Phase 3B & 3C**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the 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 Series 2020 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 2018 Project and each represents a Cost of the 2020 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.

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If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:
BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2020 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: [Signature]
DISTRICT ENGINEER

TROUT CREEK CDD

FORM OF REQUISITION FOR SERIES 2020

The undersigned, an Authorized Officer of Trout Creek Community Development 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 The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of September 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of September 2020

(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):

July 01, 2022

- (A) Requisition Number: **CUS 73**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$67,275.35**
- (D) **Pay App #7938-5 for Shearwater Phase 3E, 3F & Spine Rd**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the 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 Series 2020 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 2018 Project and each represents a Cost of the 2020 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.

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:

BY:

Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2020 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY:

[Signature]
DISTRICT ENGINEER

TROUT CREEK CDD

FORM OF REQUISITION FOR SERIES 2020

The undersigned, an Authorized Officer of Trout Creek Community Development 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 The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of September 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of September 2020

(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):

July 01, 2022

- (A) Requisition Number: **CUS 74**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$186,824.32**
- (D) **Pay App #8035-6 for Shearwater Phase 3E, 3F & Spine Rd**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the 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 Series 2020 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 2018 Project and each represents a Cost of the 2020 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.

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:
BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2020 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: [Signature]
DISTRICT ENGINEER

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

July 29, 2022

RIZZETTA & COMPANY, INC.
Trout Creek, Custody Account
Attn: Bill James
2806 N. Fifth Street, Unit 403
St. Augustine, FL 32084

RE: Custody Account, Series 2020
Requisitions for Payment

Dear Bill:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:

- A. KUTAK ROCK VIA USPS**
- B. RANDY SUGGS AND VALLENCOURT VIA UPS**

REQUISITION NO.	PAYEE	AMOUNT
CUS 75	Kutak Rock, LLP	\$352.00
CUS 76	Randy Suggs Landscaping	\$161,233.20
CUS 77	Vallencourt Construction Co., Inc.	\$175,745.49
CUS 78	Vallencourt Construction Co., Inc.	\$82,121.09 **

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6270. Thank you for your prompt attention to this matter.

Remaining
balance of
\$1,000.00 -
Will be Paid
on next
requisition **

Sincerely,

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

Carol Brown

District Manager

TROUT CREEK CDD FORM OF REQUISITION FOR SERIES 2020

The undersigned, an Authorized Officer of Trout Creek Community Development 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 The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of September 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of September 2020

(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):

July 25, 2022

- (A) Requisition Number: **CUS 75**
- (B) Name of Payee: **Kutak Rock LLP
PO Box 30057
Omaha, NE 30057**
- (C) Amount Payable: **\$352.00**
- (D) **Inv #3068600 for Professional Services for Project Construction**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the 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 Series 2020 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 2018 Project and each represents a Cost of the 2020 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.

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:
BY: Andrew J. Smith
CHAIRMAN OR VICE-CHAIRMAN

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 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2020 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: [Signature]
DISTRICT ENGINEER

TROUT CREEK CDD

FORM OF REQUISITION FOR SERIES 2020

The undersigned, an Authorized Officer of Trout Creek Community Development 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 The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of September 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of September 2020

(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):

July 25, 2022

- (A) Requisition Number: **CUS 76**
- (B) Name of Payee: **Randy Suggs Landscaping**
3403 Rock Springs Rd
Apopka, FL 32712
- (C) Amount Payable: **\$161,233.20**
- (D) **Pay Application #6 Phase 3 A1 for Landscape & Irrigation**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the 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 Series 2020 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 2018 Project and each represents a Cost of the 2020 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.

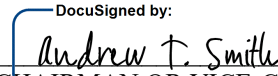
If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:

BY:

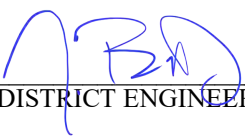


CHAIRMAN OR VICE-CHAIRMAN

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 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2020 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY:



DISTRICT ENGINEER

TROUT CREEK CDD

FORM OF REQUISITION FOR SERIES 2020

The undersigned, an Authorized Officer of Trout Creek Community Development 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 The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of September 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of September 2020

(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):

July 25, 2022

- (A) Requisition Number: **CUS 77**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$175,745.49**
- (D) **Pay App #8103-14 for Shearwater Phase 3B & 3C**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the 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 Series 2020 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 2018 Project and each represents a Cost of the 2020 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.

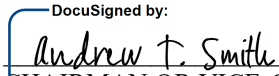
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

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

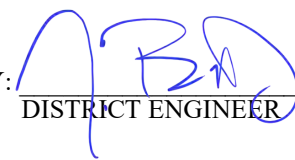
TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:

BY: 
CHAIRMAN OR VICE-CHAIRMAN

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 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2020 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: 
DISTRICT ENGINEER

TROUT CREEK CDD

FORM OF REQUISITION FOR SERIES 2020

The undersigned, an Authorized Officer of Trout Creek Community Development 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 The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of September 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of September 2020

(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):

July 25, 2022

- (A) Requisition Number: **CUS 78**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$83,121.09**
- (D) **Pay App #8093-7 for Shearwater Phase 3E, 3F & Spine Rd**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the 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 Series 2020 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 2018 Project and each represents a Cost of the 2020 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.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:
BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2020 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: [Signature]
DISTRICT ENGINEER

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.troutcreekcdd.org

July 08, 2022

Thomas J. Radicioni
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
10161 Centurion Parkway
Jacksonville, FL 32256

RE: Acquisition and Construction Account, Series 2022
Requisitions for Payment

Dear Thomas:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA WIRE

REQUISITION NO.	PAYEE	AMOUNT
2	WFC Ashford Mills	\$1,440,257.63

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6270. Thank you for your prompt attention to this matter.

Sincerely,
TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT

Carol Brown
District Manager

Tab 4

TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds - Series 2018

Construction & COI Account Activity Through June 30, 2022

Inflows:	Debt Proceeds	\$	10,188,947.97
	Underwriter's Discount		242,000.00
	Total Bond Proceeds:		10,430,947.97
	Interest Earned		79,159.99
	Total Inflows:	\$	10,510,107.96

Outflows: Requisitions

Requisition Date	Requisition Number	Contractor	Amount	Status As of 06/30/22
7/12/2018	COI	Underwriter's Discount	\$ (242,000.00)	Cleared
7/12/2018	COI	Rizzetta & Company	(36,000.00)	Cleared
7/12/2018	COI	Hopping Green & Sams	(42,500.00)	Cleared
7/12/2018	COI	Bryant Miller Olive	(40,000.00)	Cleared
7/12/2018	COI	Nabors, Giblin & Nickerson	(50,000.00)	Cleared
7/12/2018	COI	Image Master LLC	(1,750.00)	Cleared
11/15/2018	COI	Prosser	(5,000.00)	Cleared
11/15/2018	COI	BNY melon	(9,000.00)	Cleared
Total COI:			(426,250.00)	
7/12/2018	CR 1	Ashford Mills	(2,005,857.98)	Cleared
7/23/2018	CR 2	Atlantic Companies	(2,115.00)	Cleared
7/23/2018	CR 3	Hopping Green & Sams	(4,815.84)	Cleared
7/23/2018	CR 4	Prosser, Inc.	(41,183.89)	Cleared
7/23/2018	CR 5	Stephens Advertising	(2,834.72)	Cleared
7/23/2018	CR 5	Stephens Advertising	-	Void
9/14/2018	CR 6	Adkins Electric, Inc.	(79,700.00)	Cleared
9/14/2018	CR 7	Hopping Green & Sams	(1,902.06)	Cleared
9/14/2018	CR 8	J. Kelly, LLC.	(9,500.00)	Cleared
9/14/2018	CR9	Prosser, Inc.	(40,324.53)	Cleared
9/26/2018	CR10	Sundancer	(46,377.00)	Cleared
11/13/2018	CR11	Hopping Green & Sams	(3,240.99)	Cleared
11/13/2018	CR12	Vallencourt Construction	(319,487.49)	Cleared
11/13/2018	CR13	Vallencourt Construction	(474,936.07)	Cleared
11/29/2018	CR14	Ashford Mills	(1,680,014.14)	Cleared

TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds - Series 2018

Construction & COI Account Activity Through June 30, 2022

11/29/2018	CR15	Ashford Mills	(1,143,094.46)	Cleared
12/17/2018	CR16	Ashford Mills	(241,343.37)	Cleared
12/17/2018	CR17	Hopping Green & Sams	(1,176.15)	Cleared
12/17/2018	CR18	Prosser, Inc.	(229.00)	Cleared
12/17/2018	CR19	Vallencourt Construction	(378,915.99)	Cleared
2/5/2019	CR20	Hopping Green & Sams	(4,191.50)	Cleared
2/5/2019	CR21	Void	0.00	Void
2/5/2019	CR22	Stephens Advertising, Inc.	(1,317.63)	Cleared
2/5/2019	CR23	Sundancer Sign Graphics	(7,198.00)	Cleared
2/28/2019	CR24	Hopping Green & Sams	(549.00)	Cleared
2/28/2019	CR25	Vallencourt Construction	(137,414.53)	Cleared
2/28/2019	CR26	Vallencourt Construction	(420,107.87)	Cleared
5/7/2019	CR27	Hopping Green & Sams	(3,442.30)	Cleared
5/7/2019	CR28	Prosser, Inc.	(510.00)	Cleared
5/7/2019	CR29	Sundancer Sign Graphics	(6,300.00)	Cleared
5/7/2019	CR30	Vallencourt Construction	(487,888.45)	Cleared
5/7/2019	CR31	Vallencourt Construction	(70,632.54)	Cleared
5/7/2019	CR32	Vallencourt Construction	(189,460.77)	Cleared
5/7/2019	CR33	Vallencourt Construction	(223,237.20)	Cleared
5/7/2019	CR34	Vallencourt Construction	(55,157.38)	Cleared
6/11/2019	CR35	Vallencourt Construction	(80,150.77)	Cleared
6/27/2019	CR36	Prosser, Inc.	(93,708.78)	Cleared
7/22/2019	CR37	Adkins Electric, Inc.	(18,800.00)	Cleared
7/22/2019	CR38	Sunstate Nursery & Landscaping Inc	(67,449.60)	Cleared
7/22/2019	CR39	Vallencourt Construction	(233,873.02)	Cleared
7/22/2019	CR40	Vallencourt Construction	(334,117.54)	Cleared
7/22/2019	CR41	Vallencourt Construction	(204,071.10)	Cleared
7/22/2019	CR42	Vallencourt Construction	(58,571.31)	Cleared
8/30/2019	CR43	Prosser, Inc.	(11,725.00)	Cleared
8/30/2019	CR44	Sunstate Nursery & Landscaping Inc	(209,291.40)	Cleared
8/30/2019	CR45	Sunstate Nursery & Landscaping Inc	(178,658.10)	Cleared
9/23/2019	CR46	Vallencourt Construction	(82,898.92)	Cleared
9/23/2019	CR47	Vallencourt Construction	(104,364.37)	Cleared
9/23/2019	CR48	Vallencourt Construction	(212,274.27)	Cleared
9/30/2019	CR 49	Adkins Electric, Inc.	(59,750.00)	Cleared
9/30/2019	CR 50	Hopping Green & Sams	(1,663.00)	Cleared
9/30/2019	CR 51	PBM Constructors, Inc.	(43,026.65)	Cleared
Total Requisitions:			(10,078,849.68)	

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds - Series 2018**

Construction & COI Account Activity Through June 30, 2022

Total COI & Requisitions:	(10,505,099.68)
Transfer to Revenue	<u>(175.87)</u>
Total Outflows:	(10,505,275.56)
Series 2018 Construction Fund Balance at June 30, 2022	<u>\$ 4,832.40</u>

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
CUSTODY ACCOUNT - SERIES 2018**

Construction Custody Account Activity Through June 30, 2022

Inflows:	Developer Contribution	\$ 12,068,678.28
	Due from Developer	-
	Transfer from S2015 Custody	31,074.97
	Total Inflows:	\$ 12,099,753.25

Outflows:

Requisition Date	Requisition Number	Contractor	Amount	Status as of 06/30/22
09/30/19	CUS 52	O.R. Dicky Smith	\$ (29,534.00)	Cleared
09/30/19	CUS 53	Prosser Inc.	(26,878.18)	Cleared
09/30/19	CUS 54	Ring Power	(151,800.00)	Cleared
09/30/19	CUS 55	Sunstate Nursery & Landscaping Inc	(124,216.45)	Cleared
09/30/19	CUS 56	Vallencourt Construction	(169,501.04)	Cleared
09/30/19	CUS 57	Vallencourt Construction	(264,630.66)	Cleared
09/30/19	CUS 58	Vallencourt Construction	(254,330.66)	Cleared
09/30/19	CUS 59	Vallencourt Construction	(227,517.10)	Cleared
09/30/19	CUS 60	Vallencourt Construction	(67,475.12)	Cleared
11/30/19	CUS 61	Hopping Green & Sams	(5,070.00)	Cleared
11/30/19	CUS 62	Prosser Inc.	(16,157.07)	Cleared
11/30/19	CUS 63	Sundancer Sign Graphics	(37,340.00)	Cleared
11/30/19	CUS 64	Sunstate Nursery & Landscaping Inc	(146,675.87)	Cleared
11/30/19	CUS 65	Vallencourt Construction	(71,463.60)	Cleared
11/30/19	CUS 66	Vallencourt Construction	(124,019.58)	Cleared
11/30/19	CUS 67	Vallencourt Construction	(224,236.39)	Cleared
11/30/19	CUS 68	Sunstate Nursery & Landscaping Inc	(162,993.40)	Cleared
11/30/19	CUS 69	Vallencourt Construction	(88,559.77)	Cleared
11/30/19	CUS 70	Vallencourt Construction	(371,089.05)	Cleared
11/30/19	CUS 71	Vallencourt Construction	(166,568.74)	Cleared
01/29/20	CUS 72	Prosser Inc.	(3,697.19)	Cleared
01/29/20	CUS 73	Stephens Advertising, Inc.	(2,998.77)	Cleared
01/29/20	CUS 74	Sunstate Nursery & Landscaping Inc	(138,825.10)	Cleared
01/29/20	CUS 75	Vallencourt Construction	(181,721.86)	Cleared
01/29/20	CUS 76	Vallencourt Construction	(99,838.17)	Cleared
02/17/20	CUS 77	Prosser Inc.	(19,675.00)	Cleared
02/17/20	CUS 78	Sunstate Nursery & Landscaping Inc	(87,421.91)	Cleared
02/17/20	CUS 79	Vallencourt Construction	(171,723.52)	Cleared
02/17/20	CUS 80	Vallencourt Construction	(485,700.20)	Cleared
02/17/20	CUS 81	Vallencourt Construction	(229,796.11)	Cleared
03/26/20	CUS 82	C&H Marine Construction	(62,240.00)	Cleared
03/26/20	CUS 83	Prosser Inc.	(68,458.25)	Cleared
03/26/20	CUS 84	Vallencourt Construction	(536,511.38)	Cleared
03/26/20	CUS 85	Vallencourt Construction	(280,336.16)	Cleared
04/30/20	CUS 86	Hopping Green & Sams	(11,526.24)	Cleared
04/30/20	CUS 87	Prosser Inc.	(15,440.16)	Cleared
04/30/20	CUS 88	Sunstate Nursery & Landscaping Inc	(45,000.00)	Cleared
04/30/20	CUS 89	Vallencourt Construction	(60,354.68)	Cleared
04/30/20	CUS 90	Vallencourt Construction	(410,408.26)	Cleared

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
CUSTODY ACCOUNT - SERIES 2018**

Construction Custody Account Activity Through June 30, 2022

04/30/20	CUS 91	Vallencourt Construction	(405,239.10)	Cleared
04/30/20	CUS 92	Vallencourt Construction	(441,637.35)	Cleared
05/31/20	CUS 93	Prosser Inc.	(9,849.61)	Cleared
05/31/20	CUS 94	Sundancer Sign Graphics	(18,015.00)	Cleared
05/31/20	CUS 95	Sunstate Nursery & Landscaping Inc	(178,650.00)	Cleared
05/31/20	CUS 96	Vallencourt Construction	(330,828.33)	Cleared
05/31/20	CUS 97	Vallencourt Construction	(400,898.74)	Cleared
06/24/20	CUS 98	Prosser Inc.	(78,644.38)	Cleared
06/24/20	CUS 99	Vallencourt Construction	(167,870.72)	Cleared
06/24/20	CUS 100	Vallencourt Construction	(83,245.52)	Cleared
06/24/20	CUS 101	Vallencourt Construction	(156,870.11)	Cleared
07/30/20	CUS 102	C&H Marine Construction	(25,256.00)	Cleared
07/30/20	CUS 103	Prosser Inc.	(7,389.00)	Cleared
07/30/20	CUS 104	Sundancer Sign Graphics	(32,550.00)	Cleared
07/30/20	CUS 105	Sunstate Nursery & Landscaping Inc	(266,334.16)	Cleared
07/30/20	CUS 106	Vallencourt Construction	(148,520.71)	Cleared
12/31/20	CUS 107	Vallencourt Construction	(239,341.59)	Cleared
08/26/20	CUS 108	Hopping Green & Sams	(2,645.50)	Cleared
08/26/20	CUS 109	Prosser Inc.	(15,278.31)	Cleared
08/26/20	CUS 110	Sundancer Sign Graphics	(14,665.00)	Cleared
08/26/20	CUS 111	Sunstate Nursery & Landscaping Inc	(229,126.05)	Cleared
09/30/20	CUS112	Adkins Electric, Inc.	(77,800.00)	Cleared
09/30/20	CUS113	Prosser Inc.	(4,336.07)	Cleared
09/30/20	CUS114	Sunstate Nursery & Landscaping Inc	(73,800.00)	Cleared
09/30/20	CUS115	Sunstate Nursery & Landscaping Inc	(23,646.07)	Cleared
09/30/20	CUS116	Vallencourt Construction	(14,691.43)	Cleared
11/13/20	CUS117	O.R. Dicky Smith	(112,263.00)	Cleared
11/13/20	CUS118	Prosser Inc.	(10,484.99)	Cleared
12/08/20	CUS119	Vallencourt Construction	(221,166.68)	Cleared
12/08/20	CUS120	Kompan	(12,791.09)	Cleared
01/21/21	CUS121	Adkins Electric, Inc.	(5,600.00)	Cleared
01/21/21	CUS122	Hopping Green & Sams	(10,122.59)	Cleared
01/21/21	CUS123	O.R. Dicky Smith	(112,713.00)	Cleared
01/21/21	CUS124	O.R. Dicky Smith	(123,155.00)	Cleared
01/21/21	CUS125	Prosser Inc.	(4,803.54)	Cleared
01/29/21	CUS126	Pizzazz Scenic	(5,886.90)	Cleared
02/08/21	CUS127	Partridge Well Drilling	(2,875.00)	Cleared
02/08/21	CUS128	Prestige Landscapes	(37,916.21)	Cleared
02/18/21	CUS129	Extreme Bush Hogging	(3,701.50)	Cleared
02/18/21	CUS130	Prosser Inc.	(3,612.60)	Cleared
02/18/21	CUS131	Sunstate Nursery & Landscaping Inc	(90,728.48)	Cleared
02/19/21	CUS132	Hardscape Construction, Inc	(34,500.00)	Cleared
03/10/21	CUS133	O.R. Dicky Smith	(151,964.00)	Cleared
03/22/21	CUS134	Hardscape Construction, Inc	(23,000.00)	Cleared
03/22/21	CUS135	Hopping Green & Sams	(617.50)	Cleared
03/22/21	CUS136	O.R. Dicky Smith	(149,306.00)	Cleared
03/22/21	CUS137	Prestige Landscapes	(12,939.00)	Cleared
03/29/21	CUS 138	Vallencourt Construction	(70,860.92)	Cleared
03/29/21	CUS 139	Vallencourt Construction	(176,407.14)	Cleared

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
CUSTODY ACCOUNT - SERIES 2018**

Construction Custody Account Activity Through June 30, 2022

04/15/21	CUS 140	VOID	VOID	VOID
04/15/21	CUS141	Southern Recreation	(2,800.00)	Cleared
04/22/21	CUS142	Adkins Electric, Inc.	(11,450.00)	Cleared
04/22/21	CUS143	Hardscape Construction, Inc	(5,500.00)	Cleared
04/22/21	CUS144	Hopping Green & Sams	(2,192.50)	Cleared
04/22/21	CUS145	Kompan, Inc.	(25,316.41)	Cleared
04/22/21	CUS146	Prosser Inc.	(9,187.44)	Cleared
04/22/21	CUS147	Southern Recreation	(27,795.00)	Cleared
04/22/21	CUS148	The Stripe Zone	(650.00)	Cleared
05/26/21	CUS149	C&H Marine Construction	(62,100.00)	Cleared
05/26/21	CUS150	Hopping Green & Sams	(632.50)	Cleared
05/26/21	CUS151	O.R. Dicky Smith	(64,305.00)	Cleared
05/26/21	CUS152	Prosser Inc.	0.00	Cleared
05/26/21	CUS153	Southern Recreation	(1,009.00)	Cleared
05/26/21	CUS154	Vallencourt Construction	(87,392.40)	Cleared
05/26/21	CUS155	Vallencourt Construction	(12,218.79)	Cleared
05/26/21	CUS156	Vallencourt Construction	(80,727.51)	Cleared
06/25/21	CUS 157	Forever Lawn	(11,425.00)	Cleared
06/25/21	CUS 158	PBM Constructors	(34,187.00)	Cleared
07/31/21	CUS 159	Hopping Green & Sams	(825.00)	Cleared
07/31/21	CUS 160	Prestige Landscapes	(151,276.21)	Cleared
07/31/21	CUS 161	Sundancer Sign Graphics	(2,550.00)	Cleared
07/31/21	CUS 162	O.R. Dicky Smith	(82,021.00)	Cleared
07/31/21	CUS 163	Prosser Inc.	(18,286.26)	Cleared
07/31/21	CUS 164	Vallencourt Construction	(206,033.99)	Cleared
07/31/21	CUS 165	Vallencourt Construction	(58,841.94)	Cleared
08/20/21	CUS 166	Forever Lawn	0.00	void
08/20/21	CUS 167	Hardscape Construction, Inc	(14,000.00)	Cleared
08/20/21	CUS 168	PBM Constructors	(109,484.00)	Cleared
08/20/21	CUS 169	Prosser Inc.	(13,617.23)	Cleared
08/20/21	CUS 170	Sunstate Nursery & Landscaping Inc	(5,137.05)	Cleared
08/20/21	CUS 171	Vallencourt Construction	(232,010.57)	Cleared
9/30/2021	CUS 172	C&H Marine Construction	(31,050.00)	Cleared
9/30/2021	CUS 173	Prosser	(35,509.72)	Cleared
9/30/2021	CUS 174	Vallencourt Construction	(27,725.15)	Cleared
9/30/2021	CUS 175	Vallencourt Construction	(56,827.30)	Cleared
9/30/2021	CUS 176	Vallencourt Construction	(15,624.52)	Cleared
11/15/21	CUS 177	On-Sight	(3,492.50)	Cleared
11/15/21	CUS 178	Pizzazz Scenic	(3,924.60)	Cleared
11/15/21	CUS 179	Prosser Inc.	(14,882.51)	Cleared
11/15/21	CUS 180	Vallencourt Construction	(22,234.02)	Cleared
01/15/22	CUS 181	C&H Marine Construction	(54,310.00)	Cleared
05/05/22	CUS 182	Forever Lawn	(14,388.30)	Cleared
05/05/22	CUS 183	Forever Lawn	(14,388.30)	AP
Total Construction Requisitions:			(12,093,602.25)	

Total Requisitions: (12,093,602.25)

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
CUSTODY ACCOUNT - SERIES 2018**

Construction Custody Account Activity Through June 30, 2022

Due To Developer	(6,151.00)
Total Outflows:	(12,099,753.25)

Series 2018 Construction Custody Fund Balance at June 30, 2022	\$ -
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Outstanding Contracts, net of retainage:

Prosser	\$ 9,600.00
Vallencourt Construction, Inc.	42,473.23
Forever Lawn	11,425.00

Contract Sub Total	63,498.23
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Committed Funds to be Provided by Developer	\$ 58,665.83
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TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
Custody Construction Account- Series 2020

Construction & COI Account Activity Through June 30, 2022

Inflows:	Developer Contribution	\$ 7,935,486.78
	Due from Developer	758,753.10
		8,694,239.88
	Total Inflows:	\$ 8,694,239.88

Outflows: Requisitions

Requisition Date	Requisition Number	Contractor	Amount	Status As of 06/30/22
11/13/2020	CUS 2	Besch & Smith	\$ (323,668.12)	Cleared
11/13/2020	CUS 3	Besch & Smith	(131,991.26)	Cleared
1/29/2021	CUS 4	Besch & Smith	(245,868.29)	Cleared
1/29/2021	CUS 5	Besch & Smith	(179,219.12)	Cleared
2/18/2021	CUS 6	Besch & Smith	(355,313.37)	Cleared
3/22/2021	CUS 7	Besch & Smith	(141,260.13)	Cleared
4/22/2021	CUS 8	Besch & Smith	(247,214.38)	Cleared
5/26/2021	CUS 9	Besch & Smith	(275,081.95)	Cleared
5/26/2021	CUS 10	Prosser	(6,590.47)	Cleared
5/26/2021	CUS 11	Vallencourt	(49,798.79)	Cleared
7/31/2021	CUS 12	Besch & Smith	(400,572.28)	Cleared
7/31/2021	CUS 13	Besch & Smith	(248,112.32)	Cleared
7/31/2021	CUS 14	Vallencourt	(389,602.26)	Cleared
8/20/2021	CUS 15	Besch & Smith	(38,011.26)	Cleared
8/20/2021	CUS 16	Randy Suggs Landscaping	(201,830.13)	Cleared
8/20/2021	CUS 17	Sundancer	(3,535.00)	Cleared
9/30/2021	CUS 18	Adkins Electric	(27,800.00)	Cleared
9/30/2021	CUS 19	Besch & Smith	(233,217.20)	Cleared
9/30/2021	CUS 20	Besch & Smith	(368,602.41)	Cleared
9/30/2021	CUS 21	Besch & Smith	(69,786.08)	Cleared
9/30/2021	CUS 22	Southern Recreation	(2,839.00)	Cleared
9/30/2021	CUS 23	Randy Suggs Landscaping	(57,747.65)	Cleared
9/30/2021	CUS 24	Vallencourt	(180,284.37)	Cleared
9/30/2021	CUS 25	Vallencourt	(176,957.69)	Cleared
11/15/2021	CUS 26	Besch & Smith	(212,860.10)	Cleared
11/30/2021	CUS 27	Vallencourt	(282,923.32)	Cleared
11/30/2021	CUS 28	Adkins Electric	(122,228.48)	Cleared
11/30/2021	CUS 29	Besch & Smith	(105,151.36)	Cleared
11/30/2021	CUS 30	Hopping Green & Sams	(12,630.17)	Cleared
11/30/2021	CUS 31	Prosser	(10,315.66)	Cleared

TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
Custody Construction Account- Series 2020

Construction & COI Account Activity Through June 30, 2022

11/30/2021	CUS 32	Randy Suggs Landscaping	(91,392.30)	Cleared
11/30/2021	CUS 33	Vallencourt	(204,868.40)	Cleared
11/30/2021	CUS 34	Vallencourt	(287,886.29)	Cleared
1/15/2022	CUS 35	Extreme Bush Hogging Inc	(10,250.00)	Cleared
1/15/2022	CUS 36	Hardscape Construction	(1,750.00)	Cleared
1/15/2022	CUS 37	Hopping Green & Sams	(357.50)	Cleared
1/15/2022	CUS 38	Prosser	(14,319.66)	Cleared
1/15/2022	CUS 39	Rizzetta & Co	(5,000.00)	Cleared
1/15/2022	CUS 40	Southern Recreation	(5,784.00)	Cleared
1/15/2022	CUS 41	Stephens Advertising	(200.00)	Cleared
1/15/2022	CUS 42	Vallencourt	(98,825.87)	Cleared
1/15/2022	CUS 43	Vallencourt	(166,065.07)	Cleared
1/15/2022	CUS 44	Vallencourt	(202,168.76)	Cleared
1/31/2022	CUS 45	Besch & Smith	(298,577.31)	Cleared
1/31/2022	CUS 46	Extreme Bush Hogging Inc	(2,365.00)	Cleared
2/23/2022	CUS 47	On-Sight Industries	(3,492.50)	Cleared
2/23/2022	CUS 48	Prosser	(14,684.88)	Cleared
2/23/2022	CUS 49	Suugs Landscaping	(199,365.30)	Cleared
2/23/2022	CUS 50	Stephens Advertising	(175.00)	Cleared
2/23/2022	CUS 51	Vallencourt	(6,023.81)	Cleared
2/23/2022	CUS 52	VerdeGo Landscape	(387.22)	Cleared
2/23/2022	CUS 53	Besch & Smith	(289,552.40)	Cleared
3/9/2022	CUS 54	Besch & Smith	(11,897.34)	Cleared
3/9/2022	CUS 55	Hardscape Construction	(31,000.00)	Cleared
3/9/2022	CUS 56	Kutak Rock LLP	(64.00)	Cleared
3/9/2022	CUS 57	Prosser	(14,058.06)	Cleared
3/9/2022	CUS 58	Randy Suggs Landscaping	(79,041.38)	Cleared
3/9/2022	CUS 59	Vallencourt	(135,743.76)	Cleared
3/9/2022	CUS 60	Vallencourt	(202,748.81)	Cleared
3/31/2022	CUS 61	Adkins Electric	(32,121.52)	Cleared
3/31/2022	CUS 62	Prosser	(26,138.89)	Cleared
3/31/2022	CUS 63	Sundancer	(57,370.00)	Cleared
4/21/2022	CUS 64	Randy Suggs Landscaping	(27,055.50)	Cleared
4/21/2022	CUS 65	Vallencourt	(75,953.60)	Cleared
4/21/2022	CUS 66	Vallencourt	(154,798.61)	Cleared
6/13/2022	CUS 67	Kutak Rock LLP	(1,099.00)	Cleared
6/13/2022	CUS 68	Prosser	(11,961.67)	Cleared
6/13/2022	CUS 69	Randy Suggs Landscaping	(69,930.75)	Cleared

Total Requisitions: (7,935,486.78)

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
Custody Construction Account- Series 2020**

Construction & COI Account Activity Through June 30, 2022

Total Requisitions:	(7,935,486.78)
Retainage:	<u>(758,753.10)</u>
Total Outflows:	(8,694,239.88)

Series 2020 Construction Fund Balance at June 30, 2022	\$	<u>0.00</u>
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Outstanding Contracts, net of retainage:

Besch & Smith Civil Group	\$	11,753.35
Vallencourt		<u>3,759,988.02</u>
Contract Sub Total		<u>3,771,741.38</u>

Committed Funds to be Provided by Developer	\$	<u>3,771,741.38</u>
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TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds - Series 2022

Construction & COI Account Activity Through June 30, 2022

Inflows:	Debt Proceeds	\$	2,726,781.18
	Underwriter's Discount		61,700.00
	Total Bond Proceeds:		2,788,481.18
	Interest Earned		168.31
	Total Inflows:	\$	2,788,649.49

Outflows: Requisitions

Requisition Date	Requisition Number	Contractor	Amount	Status As of 06/30/22
5/24/2022	COI	Underwriter's Discount	\$ (61,700.00)	Cleared
5/24/2022	COI	Rizzetta & Company	(35,000.00)	Cleared
5/24/2022	COI	Rizzetta & Company	(1,000.00)	Cleared
5/24/2022	COI	Kutak Rock	(40,000.00)	Cleared
5/24/2022	COI	Bryant Miller Olive	(35,000.00)	Cleared
5/24/2022	COI	Nabors, Giblin & Nickerson	(40,000.00)	Cleared
5/24/2022	COI	Imagemaster	(2,000.00)	Cleared
5/24/2022	COI	BNY Mellon	(9,000.00)	Cleared
5/24/2022	COI	Prosser	(10,000.00)	Cleared
		Total COI:	(233,700.00)	
5/26/2022	CR 1	Ashford Mills	(1,110,023.55)	Cleared
5/26/2022	CR 2	Ashford Mills	(1,440,257.63)	AP
		Total Requisitions:	(2,550,281.18)	

Total COI & Requisitions: **(2,783,981.18)**

Total Outflows: **(2,783,981.18)**

Series 2020 Construction Fund Balance at June 30, 2022 **\$ 4,668.31**

Tab 5

Financial Statements

September 30, 2021

**Trout Creek Community
Development District**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Trout Creek Community Development District

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of *Trout Creek Community Development District*, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The District's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2021, and the respective changes in financial position thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis starting on page 3, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated June 27, 2022, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

McDiarmid Davis

Orlando, Florida
June 27, 2022

Our discussion and analysis of *Trout Creek Community Development District*, (the "District") financial accomplishments provide an overview of the District's financial activities for the year ended September 30, 2021. Please read it in conjunction with the District's Independent Auditor's Report, financial statements and accompanying notes.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement (GASB) No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* issued June 1999.

Financial Highlights

- The assets of the District exceeded its liabilities at September 30, 2021 by \$17,359,890 an increase of \$3,662,129 in comparison with the prior year.
- At September 30, 2021, the District's governmental funds reported fund balances of \$3,830,029 an increase of \$446,255 in comparison with the prior year.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to *Trout Creek Community Development District's* financial statements. The District's financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the District's assets, liabilities, and deferred inflows/outflows with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include general government, maintenance and operations, and culture and recreation related functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: Governmental Funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three individual governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered to be major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Government-Wide Financial Analysis

Statement of Net Position

The District's net position was \$17,359,890 at September 30, 2021. The analysis that follows focuses on the net position of the District's governmental activities.

	2021	2020
Assets, excluding capital assets	\$ 5,713,948	\$ 4,976,860
Capital assets, not being depreciated	48,529,691	41,800,186
Total assets	54,243,639	46,777,046
Liabilities, excluding long-term liabilities	2,641,157	2,297,074
Long-term liabilities	34,242,592	30,782,211
Total liabilities	36,883,749	33,079,285
Net Position:		
Net investment in capital assets	16,780,459	13,297,105
Restricted for debt service	399,611	395,825
Restricted for capital projects	19,934	4,831
Unrestricted	159,886	-
Total net position	\$ 17,359,890	\$ 13,697,761

The following is a summary of the District's governmental activities for the fiscal year ended September 30, 2021.

	2021	2020
Revenues:		
Program revenues	\$ 10,924,956	14,691,951
General revenues	52,667	14,792
Total revenues	10,977,623	14,706,743
Expenses:		
General government	365,858	131,221
Maintenance and operations	4,623,545	982,880
Culture and recreation	486,118	435,164
Interest on long-term debt	1,839,973	1,720,779
Total expenses	7,315,494	3,270,044
Change in net position	3,662,129	11,436,699
Net position, beginning	13,697,761	2,261,062
Net position, ending	\$ 17,359,890	\$ 13,697,761

As noted above and in the statement of activities, the cost of all governmental activities during the year ended September 30, 2021 was \$7,315,494. The majority of these costs are interest on long-term debt and maintenance and operations expenses.

Financial Analysis of the Government's Funds

The District uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. The focus of the District's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At September 30, 2021, the District's governmental funds reported combined ending fund balances of \$3,830,029. Of this total, \$17,448 is nonspendable, \$3,670,143 is restricted, and the remainder of \$142,438 is unassigned.

General Fund Budgetary Highlights

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget to actual comparison for the general fund, including the original budget and final adopted budget, is shown on page 12. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control is at the fund level.

Capital Asset and Debt Administration

Capital Assets

At September 30, 2021, the District had \$48,529,691 invested in capital assets net of depreciation. More detailed information about the District's capital assets is presented in the notes to financial statements.

Capital Debt

At September 30, 2021, the District had \$34,470,000 in bonds outstanding. In addition, the District has a capital lease payable of \$9,498. More detailed information about the District's capital debt is presented in the notes to financial statements.

Requests for Information

If you have questions about this report or need additional financial information, contact *Trout Creek Community Development District's* Finance Department at 3434 Colwell Ave, Suite 200, Tampa, Florida 33614.

FINANCIAL STATEMENTS

Trout Creek Community Development District
Statement of Net Position
September 30, 2021

	<u>Governmental Activities</u>
Assets	
Cash	\$ 269,359
Due from developer	1,787,373
Assessments receivable	1,944
Other receivables	19,940
Prepaid costs	11,699
Deposits	5,749
Restricted assets:	
Temporarily restricted investments	3,617,884
Capital assets:	
Capital assets not being depreciated	45,043,625
Capital assets, being depreciated	<u>3,486,066</u>
Total assets	<u>54,243,639</u>
Liabilities	
Accounts payable and accrued expenses	1,392,760
Accrued interest payable	757,238
Retainage payable	483,673
Due to developer	4,439
Unearned revenue	3,047
Noncurrent liabilities:	
Due within one year	545,000
Due in more than one year	<u>33,697,592</u>
Total liabilities	<u>36,883,749</u>
Net Position	
Net investment in capital assets	16,780,459
Restricted for debt service	399,611
Restricted for capital projects	19,934
Unrestricted	<u>159,886</u>
Total net position	<u>\$ 17,359,890</u>

Trout Creek Community Development District
Statement of Activities
Year Ended September 30, 2021

Functions/Programs	Program Revenue				Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Governmental activities:					
General government	\$ 365,858	\$ 102,853	\$ -	\$ -	\$ (263,005)
Maintenance and operations	4,623,545	1,299,811	159,064	6,877,775	3,713,105
Parks and recreation	486,118	136,662	-	-	(349,456)
Interest on long-term debt	1,839,973	2,348,495	295	1	508,818
Total governmental activities	<u>\$ 7,315,494</u>	<u>\$ 3,887,821</u>	<u>\$ 159,359</u>	<u>\$ 6,877,776</u>	<u>3,609,462</u>
General Revenues:					
Miscellaneous					<u>52,667</u>
Total general revenues					<u>52,667</u>
Change in net position					3,662,129
Net position, beginning					<u>13,697,761</u>
Net position, ending					<u><u>\$ 17,359,890</u></u>

Trout Creek Community Development District
Balance Sheet - Governmental Funds
September 30, 2021

	General	Debt Service	Capital Projects	Total Governmental Funds
Assets				
Cash	\$ 265,929	\$ -	\$ 3,430	\$ 269,359
Investments	-	3,597,900	19,984	3,617,884
Due from developer	-	-	1,787,373	1,787,373
Assessments receivable	1,022	922	-	1,944
Other receivables	19,940	-	-	19,940
Due from other funds	-	55,732	7,103	62,835
Prepaid costs	11,699	-	-	11,699
Deposits	5,749	-	-	5,749
Total assets	\$ 304,339	\$ 3,654,554	\$ 1,817,890	\$ 5,776,783
Liabilities and Fund Balances				
Liabilities:				
Accounts payable and accrued expenses	\$ 77,179	\$ 1,298	\$ 1,314,283	\$ 1,392,760
Retainage payable	-	-	483,673	483,673
Due to other funds	62,835	-	-	62,835
Due to developer	4,439	-	-	4,439
Unearned revenue	-	3,047	-	3,047
Total liabilities	144,453	4,345	1,797,956	1,946,754
Fund balances:				
Nonspendable	17,448	-	-	17,448
Restricted for debt service	-	3,650,209	-	3,650,209
Restricted for capital projects	-	-	19,934	19,934
Unassigned	142,438	-	-	142,438
Total fund balances	159,886	3,650,209	19,934	3,830,029
Total liabilities and fund balances	\$ 304,339	\$ 3,654,554	\$ 1,817,890	

Amounts reported for Governmental Activities in the Statement of Net Position are different because:

Capital Assets used in Governmental Activities are not financial resources and therefore are not reported in the funds. 48,529,691

Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.

Accrued interest payable	(757,238)	
Bonds and capital leases payable	(34,242,592)	(34,999,830)
Net Position of Governmental Activities		\$ 17,359,890

Trout Creek Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2021

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Assessment revenue	\$ 1,539,326	\$ 2,235,379	\$ -	\$ 3,774,705
Prepayment revenue	-	113,116	-	113,116
Developer contributions	39,014	-	6,877,775	6,916,789
HOA contribution	120,050	-	-	120,050
Investment and miscellaneous income	52,667	295	1	52,963
Total revenues	1,751,057	2,348,790	6,877,776	10,977,623
Expenditures				
Current:				
General government	120,158	-	245,700	365,858
Maintenance and operations	999,389	-	-	999,389
Parks and recreation	461,954	-	-	461,954
Other costs			3,500,000	3,500,000
Debt Service:				
Interest	172	1,776,941	-	1,777,113
Principal	9,498	710,000	-	719,498
Capital outlay	-	-	6,877,825	6,877,825
Total expenditures	1,591,171	2,486,941	10,623,525	14,701,637
Excess (Deficit) of Revenues Over Expenditures	159,886	(138,151)	(3,745,749)	(3,724,014)
Other Financing Sources (Uses)				
Bonds issued	-	409,417	3,775,583	4,185,000
Discount on bonds issued	-	-	(14,731)	(14,731)
Total other financing sources (uses)	-	409,417	3,760,852	4,170,269
Net change in fund balances	159,886	271,266	15,103	446,255
Fund balances, beginning of year	-	3,378,943	4,831	3,383,774
Fund balances, end of year	\$ 159,886	\$ 3,650,209	\$ 19,934	\$ 3,830,029

Trout Creek Community Development District
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of
Governmental Funds to the Statement of Activities
Year Ended September 30, 2021

Amounts reported for Governmental Activities in the Statement of Activities are different because:

Net Change in Fund Balances - total governmental funds	\$ 446,255
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Governmental Funds report outlays for Capital Assets as expenditures because such outlays use current financial resources; however, in the statement of net position the cost of those assets is recorded as capital assets. Depreciation of capital assets is not recognized in the governmental fund statements but is reported as an expense in the statement of activities.

Capital outlay	6,877,825	
Depreciation expense	<u>(148,320)</u>	6,729,505

Repayments of long-term liabilities are reported as expenditures in governmental funds, while repayments reduce long-term liabilities in the statement of net position.

Repayment of bonds and capital lease payable	719,498	
Debt proceeds	(4,185,000)	
Debt proceeds	<u>14,731</u>	(3,450,771)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in accrued interest	(53,250)	
Amortization of bond discount	<u>(9,610)</u>	(62,860)

Change in Net Position of Governmental Activities		<u><u>\$ 3,662,129</u></u>
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Trout Creek Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - General Fund
Year Ended September 30, 2021

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Assessment revenue	\$ 1,531,633	\$ 1,531,633	\$ 1,539,326	\$ 7,693
Developer contributions	30,000	30,000	39,014	9,014
HOA contribution	109,550	109,550	120,050	10,500
Miscellaneous	59,167	59,167	52,667	(6,500)
Total revenues	1,730,350	1,730,350	1,751,057	20,707
Expenditures				
Current:				
General government	123,029	123,029	120,158	2,871
Maintenance and operations	1,052,206	1,052,206	999,389	52,817
Parks and recreation	545,115	545,115	461,954	83,161
Capital Outlay	10,000	10,000	-	10,000
Debt Service:				
Principal	-	-	9,498	(9,498)
Interest and other charges	-	-	172	(172)
Total expenditures	1,730,350	1,730,350	1,591,171	139,179
Net change in fund balance	-	-	159,886	159,886
Fund balance, beginning	-	-	-	-
Fund balance, ending	\$ -	\$ -	\$ 159,886	\$ 159,886

NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Trout Creek Community Development District, (the "District") was established on October 21, 2014 by St. Johns County Ordinance 2014-44 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides, among other things, the power to manage basic services for community development, the power to borrow money and issue bonds, and the power to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure. The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors (the "Board"), which is composed of five members. The Supervisors are elected on an at large basis by landowners within the District. Ownership of land within the District entitles the owner to one vote per acre, or lot. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2021 two of the Board members were affiliated with WFC Ashford Mill, LLC (the "Developer"). The District is economically dependent on the Developer.

The Board has final responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements 14, 39, and 61. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

Government-Wide and Fund Financial Statements

The financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, 2) grants, contributions and investment earnings that are restricted to meeting the operational or capital requirements of a particular function or segment and 3) operating-type special assessments that are treated as charges for services (including assessments for maintenance and debt service). Other items not included among program revenues are reported instead as *general revenues*.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the modified *accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, except for Developer receivables for retainage, which are collected from the Developer when the amount is due to the contractor. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments, including debt service assessments and operation and maintenance assessments, are non-ad valorem assessments imposed on all lands located within the District and benefited by the District's activities. Operation and maintenance special assessments are levied by the District prior to the start of the fiscal year which begins October 1st and ends on September 30th. These assessments are imposed upon all benefited lands located in the District. Debt service special assessments are imposed upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District. Certain debt service assessments are collected upon the closing of those lots subject to short term debt and are used to prepay a portion of the bonds outstanding.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

General Fund

Is the District's primary operating fund. It is used to account for and report all financial resources not accounted for and reported in another fund.

Debt Service Fund

Accounts for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Project Fund

Accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance

Restricted Assets

These assets represent cash and investments set aside pursuant to bond covenants.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

Investments of the District are reported at fair value and are categorized within the fair value hierarchy established in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. The District's investments consist of investments authorized in accordance with Section 218.415, Florida Statutes.

Accounts Receivable

Accounts receivable are reported net of an allowance for doubtful accounts.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Prepaid Items

Prepaid items are recorded as expenditures when consumed rather than when purchased in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, sidewalks and similar items), are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Capital assets of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Infrastructure	25
Fitness Equipment	5

Long Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bond issuance costs are reported as expenses. Bonds payable are reported net of premiums or discounts.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2021.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2021.

Net Position Flow Assumption

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance Flow Assumptions

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources (total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District itself can establish limitations on the use of resources through either commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes fund balance amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The Board of Supervisors is the highest level of decision-making authority for the government that can, by adoption of an ordinance or resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance or resolution remains in place until a similar action is taken to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The Board of Supervisors has authorized the District Manager to assign amounts for specific purposes. The Board of Supervisors may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

New Accounting Standards

In fiscal year 2021, the District has not implemented any new accounting standards with a material effect on the District's financial statements.

NOTE 2 STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information

The District is required to establish a budgetary system and an approved annual budget for the General Fund. Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. All annual appropriations lapse at the fiscal year end. The legal level of budgetary control is at the fund level. Any budget amendments that increase the aggregate budgeted appropriations, at the fund level, must be approved by the Board of Supervisors.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

1. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
2. A public hearing is conducted to obtain comments.
3. Prior to October 1, the budget is legally adopted by the District Board.
4. All budget changes must be approved by the District Board.
5. The budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

NOTE 3 DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable, and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Instead of establishing a written investment policy, the District elected to limit investments to those approved by Florida Statutes and the District Trust Indenture. Authorized District investments include, but are not limited to:

1. The Local Government Surplus Funds Trust Fund (SBA);
2. Securities and Exchange Commission Registered Money Market Funds with the highest credit quality rating from a nationally recognized rating agency;
3. Interest-bearing time deposits or savings accounts in qualified public depositories;
4. Direct obligations of the U.S. Treasury.

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

Investments made by the District at September 30, 2021 are summarized below. In accordance with GASB 31, investments are reported at fair value.

Investment Type	Fair Value	Credit Rating	Weighted Average Maturity
Dreyfus Treasury Securities	\$ 3,283,163	AAAm	49 days
BNY Mellon money market	334,721	N/A	N/A
	<u>\$ 3,617,884</u>		

Credit Risk

For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. Investments in U.S. Government securities and agencies must be backed by the full faith and credit of the United States Government. Short term bond funds shall be rated by a nationally recognized ratings agency and shall maintain the highest credit quality rating. Investment ratings by investment type are included in the preceding summary of investments.

Custodial Credit Risk

In the case of deposits, this is the risk that, in the event of a bank failure, the District's deposits may not be returned to it. The District's investment policy requires that bank deposits be secured as provided by Chapter 280, Florida Statutes. This law requires local governments to deposit funds only in financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida, and creates the Public Deposits Trust Fund, a multiple financial institution pool with the ability to assess its member financial institutions for collateral shortfalls if a default or insolvency has occurred. At September 30, 2021, all of the District's bank deposits were in qualified public depositories.

For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At September 30, 2021, none of the investments listed are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

Concentration of Credit Risk

The District places no limit on the amount the District may invest in any one issuer.

Interest Rate Risk

The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates. The District manages its exposure to declines in fair values by investing primarily in pooled investments that have a weighted average maturity of less than three months.

NOTE 4 CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2021 was as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
Governmental Activities				
Capital assets not being depreciated:				
Improvements under construction	\$ 38,165,800	\$ 6,877,825	\$ -	\$ 45,043,625
Total capital assets not being depreciated	38,165,800	6,877,825	-	45,043,625
Capital assets being depreciated:				
Infrastructure	3,724,691	-	-	3,724,691
Fitness equipment	159,176	-	-	159,176
Total capital assets being depreciated	3,883,867	-	-	3,883,867
Less accumulated depreciation for:				
Infrastructure	(116,772)	(124,156)	-	(240,928)
Fitness equipment	(132,709)	(24,164)	-	(156,873)
Total accumulated depreciation	(249,481)	(148,320)	-	(397,801)
Total capital assets being depreciated, net	3,634,386	(148,320)	-	3,486,066
Governmental activities capital assets, net	\$ 41,800,186	\$ 6,729,505	\$ -	\$ 48,529,691

Depreciation expense of \$24,164 was charged to culture and recreation and \$124,156 maintenance operations for 2021.

NOTE 5 LONG-TERM LIABILITIES

Series 2015 Capital Improvement Revenue Bonds - Public Offering

In February 2015, the District issued \$21,215,000 of Capital Improvement Revenue Bonds, Series 2015. The Bonds consist of \$3,770,000 Term Bonds due May 1, 2025 with a fixed interest rate of 4.875%, \$6,355,000 Term Bonds due May 1, 2035 with a fixed interest rate of 5.50% and \$11,090,000 Term Bonds due May 1, 2045 with a fixed interest rate of 5.625%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2016 through May 1, 2045.

The Series 2015 Bonds are subject to redemption at the option of the District prior to maturity at a redemption price as set forth in the Bond Indenture. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. The requirement has been met at September 30, 2021.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service. Payment of principal and interest on the 2015 Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue. The District is in compliance with the requirements of the Bond Indenture.

NOTE 5 LONG-TERM LIABILITIES (CONTINUED)

As of September 30, 2021, total principal and interest remaining on the Series 2015 Special Assessment Bonds was \$34,531,375. For the fiscal year ended September 30, 2021, principal and interest paid was \$1,577,012, special assessment revenue pledged was \$1,533,041.

Series 2018 Capital Improvement Revenue Bonds - Public Offering

In July 2018, the District issued \$12,100,000 of Capital Improvement Revenue Bonds, Series 2018. The Bonds consist of \$745,000 Term Bonds due May 1, 2023 with a fixed interest rate of 4.5%, \$1,155,000 Term Bonds due May 1, 2028 with a fixed interest rate of 5.0%, \$3,455,000 Term Bonds due May 1, 2038 with a fixed interest rate of 5.375% and \$6,745,000 Term Bonds due May 1, 2049 with a fixed interest rate of 5.50%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2020 through May 1, 2049.

The Series 2018 Bonds are subject to redemption at the option of the District prior to maturity at a redemption price as set forth in the Bond Indenture. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. The requirement has been met at September 30, 2021.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service. Payment of principal and interest on the 2018 Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue. The District is in compliance with the requirements of the Bond Indenture.

As of September 30, 2021, total principal and interest remaining on the Series 2018 Special Assessment Bonds was \$23,203,269. For the fiscal year ended September 30, 2021, principal and interest paid was \$820,081. Special assessment revenue of \$815,454 was pledged.

Series 2020 Capital Improvement Revenue Bonds - Public Offering

In October 2020, the District issued \$4,185,000 of Capital Improvement Revenue Bonds, Series 2020. The Bonds consist of \$330,000 Term Bonds due May 1, 2025 with a fixed interest rate of 2.625%, \$470,000 Term Bonds due May 1, 2030 with a fixed interest rate of 3.25%, \$1,270,000 Term Bonds due May 1, 2040 with a fixed interest rate of 4.00% and \$2,115,000 Term Bonds due May 1, 2051 with a fixed interest rate of 4.00%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2022 through May 1, 2051.

The Series 2020 Bonds are subject to redemption at the option of the District prior to maturity at a redemption price as set forth in the Bond Indenture. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. The requirement has been met at September 30, 2021.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service. Payment of principal and interest on the 2020 Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue. The District is in compliance with the requirements of the Bond Indenture.

NOTE 5 LONG-TERM LIABILITIES (CONTINUED)

As of September 30, 2021, total principal and interest remaining on the Series 2020 Special Assessment Bonds was \$7,217,456. For the fiscal year ended September 30, 2021, interest paid was \$89,848, no principal was paid and no special assessment revenue was pledged.

Capital Lease

The District executed a capital lease for fitness equipment. The equipment has a five year useful life. The lease qualifies as a capital lease for accounting purposes and, therefore has been recorded at the present value of future minimum lease payments.

The assets acquired through capital leases are as follows:

Fitness equipment	\$ 159,176
Less: accumulated depreciation	(156,872)
Total	\$ 2,304

As of September 30, 2021, the lease was paid off.

Long-term liability activity for the year ended September 30, 2021 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Bonds Payable:					
Series 2015	\$ 19,070,000	\$ -	\$ (530,000)	\$ 18,540,000	\$ 275,000
Less: Discount	(222,287)	-	9,135	(213,152)	-
Series 2018	11,925,000	-	(180,000)	11,745,000	190,000
Series 2020	-	4,185,000	-	4,185,000	80,000
Less: Discount	-	(14,731)	475	(14,256)	-
Capital Lease	9,498	-	(9,498)	-	-
Governmental activity long-term liabilities	\$ 30,782,211	\$ 4,170,269	\$ (709,888)	\$ 34,242,592	\$ 545,000

NOTE 5 LONG-TERM LIABILITIES (CONTINUED)

At September 30, 2021, the scheduled debt service requirements on the bonds payable were as follows:

Year Ending September 30,	Governmental Activities	
	Principal	Interest
2022	\$ 545,000	\$ 1,817,369
2023	570,000	1,793,313
2024	600,000	1,768,075
2025	625,000	1,740,475
2026	810,000	1,711,644
2027 - 2031	4,715,000	7,890,614
2032 - 2036	6,145,000	6,503,988
2037 - 2041	8,045,000	4,658,963
2042 - 2046	9,075,000	2,211,185
2047 - 2051	3,340,000	386,474
	<u>\$ 34,470,000</u>	<u>\$ 30,482,100</u>

NOTE 6 DEVELOPER TRANSACTIONS

The Developer owns a portion of land within the District; therefore assessment revenue in the general fund and debt service fund includes assessments levied on land owned by the Developer. The Developer's portion of special assessment revenue for the year ended September 30, 2021 totaled \$411,680 which is 13% of total special assessment revenue. At year end, balances due from the developer totaled \$1,787,373. Additionally, the Developer contributed \$6,877,775 to the capital projects fund. During the year, the District reimbursed the Developer \$3,500,000 for prior year capital contributions.

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 7 MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreements, the District compensates the management company for management, accounting, financial reporting and other administrative costs.

NOTE 8 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. These risks are covered by commercial insurance from independent third parties. The District filed one claim totaling \$54,607, under this commercial coverage during the last three years.

COMPLIANCE SECTION



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Trout Creek Community Development District

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of *Trout Creek Community Development District* (the "District") as of and for the year ended September 30, 2021 and the related notes to the financial statements, which collectively comprise the District's financial statements and have issued our report thereon dated June 27, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McDermitt Davis

Orlando, Florida
June 27, 2022

MANAGEMENT LETTER

Board of Supervisors
Trout Creek Community Development District

Report on the Financial Statements

We have audited the financial statements of *Trout Creek Community Development District*, (the "District") as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated June 27, 2022.

Auditor's Responsibility

We conducted our audit 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 Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 27, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no such findings or recommendations in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to financial statements. This information has been disclosed in the notes to financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the District reported:

- a. The total number of district employees compensated in the last pay period of the district's fiscal year as 0.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as 11.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as 0.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$65,986.

- e. Each construction project with a total cost of at least \$65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as:
Phase 3B & C- \$796,643
Phase 3 A-1- \$259,578
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final budget under Section 189.016(6), Florida Statutes, as included in the general fund budget statement.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the district reported:

- a. The rate or rates of non-ad valorem special assessments imposed by the district as:

	<u>O&M</u>	<u>DS S2015</u>	<u>DS 2018</u>
Townhomes	\$ 1,061.91	\$ 879.50	\$ 879.50
Single Family 40'	1,087.86	979.50	979.50
Single Family 50'	1,105.16	1,079.50	-
Single Family 60'	1,122.47	1,179.50	-
Single Family 70'	1,139.77	1,279.50	-
Single Family 80'	1,157.07	1,379.50	-

- b. The total amount of special assessments collected by or on behalf of the district as \$2,331,332.
- c. The total amount of outstanding bonds issued by the district and the terms of such bonds as disclosed in the notes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, the Board of Supervisors, and is not intended to be and should not be used by anyone other than these specified parties.

McDiarmid Davis

Orlando, Florida
June 27, 2022



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Orlando, Florida 32803
407-843-5406
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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF
SECTION 218.415, FLORIDA STATUTES

To the Board of Supervisors
Trout Creek Community Development District

We have examined *Trout Creek Community Development District's* (the "District") compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2021. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants *and the* standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2021.

McDermitt Davis

Orlando, Florida
June 27, 2022

Tab 6

REBATE REPORT

\$12,100,000

**Trout Creek Community Development District
(St. Johns County, Florida)
Capital Improvement Revenue Bonds, Series 2018**

**Dated: July 9, 2018
Delivered: July 9, 2018**

**Rebate Report to the Computation Date
July 9, 2023
Reflecting Activity To
June 30, 2022**



AMTEC

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AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
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www.amteccorp.com

July 20, 2022

Trout Creek Community Development District
c/o Ms. Kelsie Howell
District Compliance Associate
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Re: \$12,100,000 Trout Creek Community Development District (St. Johns County, Florida), Capital Improvement Revenue Bonds, Series 2018

Dear Ms. Howell:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Trout Creek Community Development District (the "District").

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage.

We have scheduled our next Report as of July 9, 2023, the Computation Date. Thank you for this engagement and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the July 9, 2023 Computation Date
Reflecting Activity from July 9, 2018 through June 30, 2022

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Fund	1.493782%	79,091.89	(262,668.75)
Capitalized Interest Fund	1.650810%	12,635.69	(36,144.43)
Debt Service Reserve Fund	0.777284%	25,100.23	(174,536.51)
Costs of Issuance Fund	1.076001%	69.41	(357.57)
Totals	1.260678%	\$116,897.22	\$(473,707.26)
Bond Yield	5.425999%		
Rebate Computation Credits			(6,190.95)
Net Rebatable Arbitrage			\$(479,898.21)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For the purpose of calculating Rebatable Arbitrage, investment activity is reflected from July 9, 2018, the date of the closing, to June 30, 2022, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of July 9, 2023.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between July 9, 2018 and June 30, 2022, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Treasury Regulation 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as bona fide debt service funds and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

July 9, 2023.

7. Computation Period

The period beginning on July 9, 2018, the date of the closing, and ending on June 30, 2022.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the issuer. If no day is selected by the issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price to the public at which price a substantial amount of the Bonds were sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and The Bank of New York Mellon, Trustee, as follows:

Account / Fund	Account Number
Acquisition & Construction	346286
Capitalized Interest	346937
Cost of Issuance	346289
Debt Service	346350
Interest	346936
Prepayment	347001
Debt Service Reserve	347482
Redemption	347000
Optional Redemption	347480
Rebate	347491
Sinking	346299

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage, as of June 30, 2022, was to calculate the future value of the disbursements from all funds, subject to rebate, and the, value of the remaining bond proceeds, at the yield on the Bonds, to July 9, 2023. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on July 9, 2023, is the Rebatable Arbitrage.

\$12,100,000
Trout Creek Community Development District
(St. Johns County, Florida)
Capital Improvement Revenue Bonds, Series 2018
Delivered: July 9, 2018

Sources of Funds

Par Amount	\$12,100,000.00
Totals	\$12,100,000.00

Uses of Funds

Acquisition & Construction Fund	\$10,002,947.97
Capitalized Interest Fund	849,542.65
Debt Service Reserve Fund	819,509.38
Costs of Issuance Fund	186,000.00
Underwriter's Discount	242,000.00
Total	\$12,100,000.00

PROOF OF ARBITRAGE YIELD

\$12,100,000

Trout Creek Community Development District
 (St. Johns County, Florida)
 Capital Improvement Revenue Bonds, Series 2018

Date	Debt Service	Present Value to 07/09/2018 @ 5.4259990398%
11/01/2018	201,586.39	198,256.58
05/01/2019	323,978.13	310,210.64
11/01/2019	323,978.13	302,016.92
05/01/2020	498,978.13	452,868.05
11/01/2020	320,040.63	282,793.80
05/01/2021	500,040.63	430,174.48
11/01/2021	315,990.63	264,659.90
05/01/2022	505,990.63	412,601.69
11/01/2022	311,715.63	247,469.51
05/01/2023	511,715.63	395,518.12
11/01/2023	307,215.63	231,182.84
05/01/2024	517,215.63	378,929.59
11/01/2024	301,965.63	215,386.75
05/01/2025	521,965.63	362,474.92
11/01/2025	296,465.63	200,440.28
05/01/2026	526,465.63	346,541.50
11/01/2026	290,715.63	186,306.58
05/01/2027	530,715.63	331,128.29
11/01/2027	284,715.63	172,949.89
05/01/2028	539,715.63	319,189.49
11/01/2028	278,340.63	160,263.56
05/01/2029	548,340.63	307,385.36
11/01/2029	271,084.38	147,948.93
05/01/2030	556,084.38	295,476.28
11/01/2030	263,425.00	136,274.16
05/01/2031	563,425.00	283,770.48
11/01/2031	255,362.50	125,216.86
05/01/2032	570,362.50	272,289.72
11/01/2032	246,896.88	114,754.70
05/01/2033	576,896.88	261,052.38
11/01/2033	238,028.13	104,865.43
05/01/2034	588,028.13	252,218.38
11/01/2034	228,621.88	95,470.90
05/01/2035	598,621.88	243,377.48
11/01/2035	218,678.13	86,558.11
05/01/2036	608,678.13	234,565.80
11/01/2036	208,196.88	78,113.45
05/01/2037	618,196.88	225,815.10
11/01/2037	197,178.13	70,122.84
05/01/2038	632,178.13	218,884.40
11/01/2038	185,487.50	62,526.57
05/01/2039	645,487.50	211,842.14
11/01/2039	172,837.50	55,225.17
05/01/2040	657,837.50	204,640.84
11/01/2040	159,500.00	48,306.88
05/01/2041	669,500.00	197,411.95
11/01/2041	145,475.00	41,762.44
05/01/2042	685,475.00	191,585.95
11/01/2042	130,625.00	35,544.54
05/01/2043	700,625.00	185,612.34
11/01/2043	114,950.00	29,648.64
05/01/2044	719,950.00	180,789.30
11/01/2044	98,312.50	24,035.53
05/01/2045	738,312.50	175,735.62
11/01/2045	80,712.50	18,704.02
05/01/2046	755,712.50	170,500.38
11/01/2046	62,150.00	13,651.63
05/01/2047	772,150.00	165,127.57

PROOF OF ARBITRAGE YIELD

\$12,100,000
 Trout Creek Community Development District
 (St. Johns County, Florida)
 Capital Improvement Revenue Bonds, Series 2018

Date	Debt Service	Present Value
		to 07/09/2018 @ 5.4259990398%
11/01/2047	42,625.00	8,874.77
05/01/2048	797,625.00	161,683.56
11/01/2048	21,862.50	4,314.61
05/01/2049	816,862.50	156,951.41
	25,371,870.94	12,100,000.00

Proceeds Summary

Delivery date	07/09/2018
Par Value	12,100,000.00
Target for yield calculation	12,100,000.00

BOND DEBT SERVICE

\$12,100,000

Trout Creek Community Development District
(St. Johns County, Florida)
Capital Improvement Revenue Bonds, Series 2018

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
07/09/2018					
11/01/2018			201,586.39	201,586.39	
05/01/2019			323,978.13	323,978.13	525,564.52
11/01/2019			323,978.13	323,978.13	
05/01/2020	175,000	4.500%	323,978.13	498,978.13	822,956.26
11/01/2020			320,040.63	320,040.63	
05/01/2021	180,000	4.500%	320,040.63	500,040.63	820,081.26
11/01/2021			315,990.63	315,990.63	
05/01/2022	190,000	4.500%	315,990.63	505,990.63	821,981.26
11/01/2022			311,715.63	311,715.63	
05/01/2023	200,000	4.500%	311,715.63	511,715.63	823,431.26
11/01/2023			307,215.63	307,215.63	
05/01/2024	210,000	5.000%	307,215.63	517,215.63	824,431.26
11/01/2024			301,965.63	301,965.63	
05/01/2025	220,000	5.000%	301,965.63	521,965.63	823,931.26
11/01/2025			296,465.63	296,465.63	
05/01/2026	230,000	5.000%	296,465.63	526,465.63	822,931.26
11/01/2026			290,715.63	290,715.63	
05/01/2027	240,000	5.000%	290,715.63	530,715.63	821,431.26
11/01/2027			284,715.63	284,715.63	
05/01/2028	255,000	5.000%	284,715.63	539,715.63	824,431.26
11/01/2028			278,340.63	278,340.63	
05/01/2029	270,000	5.375%	278,340.63	548,340.63	826,681.26
11/01/2029			271,084.38	271,084.38	
05/01/2030	285,000	5.375%	271,084.38	556,084.38	827,168.76
11/01/2030			263,425.00	263,425.00	
05/01/2031	300,000	5.375%	263,425.00	563,425.00	826,850.00
11/01/2031			255,362.50	255,362.50	
05/01/2032	315,000	5.375%	255,362.50	570,362.50	825,725.00
11/01/2032			246,896.88	246,896.88	
05/01/2033	330,000	5.375%	246,896.88	576,896.88	823,793.76
11/01/2033			238,028.13	238,028.13	
05/01/2034	350,000	5.375%	238,028.13	588,028.13	826,056.26
11/01/2034			228,621.88	228,621.88	
05/01/2035	370,000	5.375%	228,621.88	598,621.88	827,243.76
11/01/2035			218,678.13	218,678.13	
05/01/2036	390,000	5.375%	218,678.13	608,678.13	827,356.26
11/01/2036			208,196.88	208,196.88	
05/01/2037	410,000	5.375%	208,196.88	618,196.88	826,393.76
11/01/2037			197,178.13	197,178.13	
05/01/2038	435,000	5.375%	197,178.13	632,178.13	829,356.26
11/01/2038			185,487.50	185,487.50	
05/01/2039	460,000	5.500%	185,487.50	645,487.50	830,975.00
11/01/2039			172,837.50	172,837.50	
05/01/2040	485,000	5.500%	172,837.50	657,837.50	830,675.00
11/01/2040			159,500.00	159,500.00	
05/01/2041	510,000	5.500%	159,500.00	669,500.00	829,000.00
11/01/2041			145,475.00	145,475.00	
05/01/2042	540,000	5.500%	145,475.00	685,475.00	830,950.00
11/01/2042			130,625.00	130,625.00	
05/01/2043	570,000	5.500%	130,625.00	700,625.00	831,250.00
11/01/2043			114,950.00	114,950.00	
05/01/2044	605,000	5.500%	114,950.00	719,950.00	834,900.00
11/01/2044			98,312.50	98,312.50	
05/01/2045	640,000	5.500%	98,312.50	738,312.50	836,625.00
11/01/2045			80,712.50	80,712.50	
05/01/2046	675,000	5.500%	80,712.50	755,712.50	836,425.00
11/01/2046			62,150.00	62,150.00	
05/01/2047	710,000	5.500%	62,150.00	772,150.00	834,300.00

BOND DEBT SERVICE

\$12,100,000

Trout Creek Community Development District
(St. Johns County, Florida)

Capital Improvement Revenue Bonds, Series 2018

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2047			42,625.00	42,625.00	
05/01/2048	755,000	5.500%	42,625.00	797,625.00	840,250.00
11/01/2048			21,862.50	21,862.50	
05/01/2049	795,000	5.500%	21,862.50	816,862.50	838,725.00
	12,100,000		13,271,870.94	25,371,870.94	25,371,870.94

\$12,100,000
 Trout Creek Community Development District
 (St. Johns County, Florida)
 Capital Improvement Revenue Bonds, Series 2018
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.425999%)
07/09/18	Beg Bal	-10,002,947.97	-13,073,206.78
07/12/18		2,005,857.98	2,620,357.49
09/11/18		2,834.72	3,670.79
09/11/18		2,115.00	2,738.80
09/11/18		4,815.84	6,236.23
09/11/18		41,183.89	53,330.69
09/14/18		4,815.84	6,233.44
09/14/18		2,834.72	3,669.16
09/14/18		2,115.00	2,737.58
09/14/18		41,183.89	53,306.90
09/19/18		9,500.00	12,287.31
09/19/18		1,902.06	2,460.13
09/19/18		79,700.00	103,084.04
09/26/18		-2,115.00	-2,732.70
09/26/18		-4,815.84	-6,222.33
09/26/18		-41,183.89	-53,211.85
09/26/18		-2,834.72	-3,662.61
10/15/18		46,377.00	59,752.56
11/30/18		1,143,094.46	1,462,950.62
11/30/18		1,680,014.14	2,150,109.04
12/05/18		474,936.07	607,379.00
12/05/18		3,240.99	4,144.79
12/05/18		319,487.49	408,581.29
12/19/18		241,343.37	308,003.60
12/24/18		378,915.99	483,215.02
03/20/19		420,107.87	528,937.00
03/20/19		137,414.53	173,011.82
03/20/19		40,324.53	50,770.62
03/20/19		549.00	691.22
03/20/19		1,176.15	1,480.83
03/20/19		229.00	288.32
04/08/19		7,198.00	9,038.42
04/08/19		1,317.63	1,654.53
04/08/19		4,191.50	5,263.20
04/17/19		-1,817.63	-2,279.32
05/06/19		-1.78	-2.23
05/09/19		55,157.38	68,941.71
05/09/19		487,888.45	609,816.22
05/09/19		223,237.20	279,026.21
05/09/19		6,300.00	7,874.43
05/09/19		510.00	637.45
05/09/19		189,460.77	236,808.74
05/09/19		3,442.30	4,302.56
05/09/19		70,632.54	88,284.26
07/02/19		80,150.77	99,394.67
07/03/19		93,708.78	116,190.63
08/09/19		18,800.00	23,185.88
08/09/19		204,071.10	251,679.15

\$12,100,000
 Trout Creek Community Development District
 (St. Johns County, Florida)
 Capital Improvement Revenue Bonds, Series 2018
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.425999%)
08/09/19		334,117.54	412,064.31
08/09/19		58,571.31	72,235.50
08/09/19		233,873.02	288,433.60
08/09/19		67,449.60	83,185.02
09/24/19		178,658.10	218,867.91
09/24/19		209,291.40	256,395.71
09/24/19		11,725.00	14,363.90
10/04/19		212,274.27	259,663.48
10/04/19		104,364.37	127,663.21
10/04/19		82,898.92	101,405.71
10/17/19		59,750.00	72,947.74
10/17/19		43,026.65	52,530.49
10/17/19		1,663.00	2,030.33
07/06/20		175.53	206.20
09/02/20		0.29	0.34
10/01/20		0.14	0.16
11/03/20		0.01	0.01
02/01/21		0.01	0.01
03/01/21		0.01	0.01
04/01/21		0.01	0.01
06/02/21		0.01	0.01
09/02/21		0.01	0.01
10/04/21		0.01	0.01
02/01/22		0.01	0.01
03/01/22		0.01	0.01
05/02/22		0.26	0.28
05/31/22	MMkt Bal	4,832.40	5,127.82
05/31/22	MMkt Acc	0.88	0.93

07/09/23	TOTALS:	79,091.89	-262,668.75

ISSUE DATE:	07/09/18	REBATABLE ARBITRAGE:	-262,668.75
COMP DATE:	07/09/23	NET INCOME:	79,091.89
BOND YIELD:	5.425999%	TAX INV YIELD:	1.493782%

\$12,100,000
 Trout Creek Community Development District
 (St. Johns County, Florida)
 Capital Improvement Revenue Bonds, Series 2018
 Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.425999%)
07/09/18	Beg Bal	-849,542.65	-1,110,297.36
11/01/18		201,586.39	259,108.55
05/01/19		323,978.13	405,425.27
10/31/19		323,978.13	394,775.31
07/06/20		12,635.69	14,843.80

07/09/23	TOTALS:	12,635.69	-36,144.43

ISSUE DATE:	07/09/18	REBATABLE ARBITRAGE:	-36,144.43
COMP DATE:	07/09/23	NET INCOME:	12,635.69
BOND YIELD:	5.425999%	TAX INV YIELD:	1.650810%

\$12,100,000
 Trout Creek Community Development District
 (St. Johns County, Florida)
 Capital Improvement Revenue Bonds, Series 2018
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.425999%)
07/09/18	Beg Bal	-819,509.38	-1,071,045.82
03/22/22		24,709.81	26,486.89
05/31/22	MMkt Bal	819,701.39	869,811.88
05/31/22	MMkt Acc	198.41	210.54

07/09/23	TOTALS:	25,100.23	-174,536.51

ISSUE DATE:	07/09/18	REBATABLE ARBITRAGE:	-174,536.51
COMP DATE:	07/09/23	NET INCOME:	25,100.23
BOND YIELD:	5.425999%	TAX INV YIELD:	0.777284%

\$12,100,000
 Trout Creek Community Development District
 (St. Johns County, Florida)
 Capital Improvement Revenue Bonds, Series 2018
 Costs of Issuance Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.425999%)
07/09/18	Beg Bal	-186,000.00	-243,089.98
07/09/18		50,000.00	65,346.77
07/09/18		40,000.00	52,277.42
07/09/18		36,000.00	47,049.67
07/09/18		42,500.00	55,544.75
07/20/18		1,750.00	2,283.40
11/15/18		5,000.00	6,413.37
11/20/18		9,000.00	11,535.49
04/17/19		1,817.63	2,279.32
05/06/19		1.78	2.23

07/09/23	TOTALS:	69.41	-357.57

ISSUE DATE:	07/09/18	REBATABLE ARBITRAGE:	-357.57
COMP DATE:	07/09/23	NET INCOME:	69.41
BOND YIELD:	5.425999%	TAX INV YIELD:	1.076001%

\$12,100,000
 Trout Creek Community Development District
 (St. Johns County, Florida)
 Capital Improvement Revenue Bonds, Series 2018
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.425999%)
07/09/19		-1,730.00	-2,143.13
07/09/20		-1,760.00	-2,066.64
07/09/21		-1,780.00	-1,981.17

07/09/23	TOTALS:	-5,270.00	-6,190.95

ISSUE DATE: 07/09/18 REBATABLE ARBITRAGE: -6,190.95
 COMP DATE: 07/09/23
 BOND YIELD: 5.425999%

Tab 7



Enhancement Proposal

Job Name: Tree Remediation
Property Name: Shearwater
Client: Berry Jeskewich
Address: 100 Kayak Way
City/State/Zip: St. Augustine, FL 32092
Phone: 904-342-3739

Proposal # 0129
Date: August 2, 2022
Send Payment to : PO Box 600061
St. John's, FL 32260

Prestige Landscapes of NF, Inc. will complete the work described below:

Description

Prestige Landscapes will perform the required tree remediation as suggested by Advanced Tree Care, Inc. Project will be completed on the selected 50 Oak trees, selected by the association. PLI will apply the Wild Earth Tree application using an microbial granular, liquid, and top dress blend.

Materials & Services

	Quantity	Unit Price	Total
Removing girdling roots, excess dirt/mulch (estimated hours)	25	\$45.00	\$1,125.00
Wild Earth Tree Application Fertilizer	50	\$269.94	\$13,497.00
Water Trailer Rental	1	\$750.00	\$750.00

TOTAL PRICE \$ **15,372.00**

ACCEPTANCE OF TERMS

Signature below authorizes Prestige Landscapes of NF to perform work as described above and verifies that the prices and specifications are hereby accepted.

Payment terms: Net 30 days. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Prestige Landscapes control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Client:

Prepared by:

Chris Kenny

Date:

Date: August 2, 2022

Internal Use Only			
Project Number:		District:	Jacksonville South
PO Reference:		Date Work Completed:	



PROPOSAL

Mailing Address

Trout Creek CDD
Trout Creek CDD c/o Rizetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Job Address

Shearwater
100 Kayak Way
St. Augustine, FL 32092

Date: July 22, 2022

Phone: Tampa

Opportunity#: 8914

Job Summary:

Amend soil around 50 trees to encourage growth using Wild Earth products and process.
Proposal includes labor and all materials to complete the process.

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
50.00	Labor and Prep	Hr	\$45.59	\$2,279.40
50.00	Tree Amendments	Ea	\$200.00	\$10,000.00
1.00	Disposal Fee	Ea	\$350.00	\$350.00
Landscape Enhancement Total				\$12,629.40

Proposal Total: \$12,629.40

Note: This proposal includes all labor and material necessary to complete the job.

Payment due 30 days after receipt of invoice.

All material is guaranteed for one year as long as proper maintenance and landscape practices are being performed. All work to be completed in a workman-like manner according to standard practices. Any changes or additional work from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written.

Verdego employees are fully covered by workman's compensation insurance.

ACCEPTANCE OF PROPOSAL

I/WE have reviewed your proposal and hereby indicate our acceptance of the same, as per the scope, specifications and amounts mentioned in the proposal form. I/We agree to the proposed terms of payment and will release the funds as per agreed herein.

By 
Scott Settlemyres
Date 7/22/2022
VerdeGo

By _____
Date _____
Trout Creek CDD

Tab 8

VerdeGo

PO Box 789, Bunnell, FL 32110
386-437-3122 - Bunnell
904-797-7474 – St. Augustine



LANDSCAPE STATUS REPORT

REPORT SUMMARY

REPORT DATE	PROPERTY NAME	PREPARED BY	MONTH OF SERVICE
8/4/2022	Shearwater	Scott Settlemyres	July 2022

SERVICES SUMMARY

- Full-Service Maintenance (Mowing/Edging/String Trimming/ Blowing)
- Detail Work (Weeding/Pruning)
- Irrigation Inspection Wet Check/ Including repairs
- Fert/Chem Treatment

- Full-Service Maintenance (Mowing/Edging/String Trimming/ Blowing)
- Detail Work (Weeding/Pruning)
- Irrigation Inspection Wet Check

COMMENTS

Turf quality has improved significantly in the most areas, still a few areas are struggling with invasive dallisgrass and thin turf. We are currently weighing options to improve, either through replacement, or organic top dressing. Phase 2 seems to have the most issues with struggling turf, most likely to be attributed to weak irrigation pressure issues that have been existing since installation.

Tree and shrub health is not where it should be mainly in phase 2 also. Has been verified that there is no nutrients whatsoever in the soil. We currently have a proposal for the treatment of 50 trees to provide an organic nutrient overload to the soil, roots, and foliage.

Plant beds are now looking amazing with the application of large pine bark mulch, which will help suppress weed growth.

OTHER

Wire Issue Needs Proposal

Shearwater Falls clock

One	Time	Zone Location
A		C
B		D
1	/	Spray grass entrance by round-about both sides of Shearwater Pkwy
2		Spray beds median on Shearwater Pkwy and Falls dr including exit corner beds
3	/	Spray grass between sidewalk and curb across from falls dr on Shearwater Pkwy
4		
5		Spray grass between sidewalk and curb on from zone 1 to Falls dr
6		Spray grass between sidewalk and curb on Falls dr exit side
7		Spray grass between sidewalk and curb continued from zone 6
8		Spray beds and grass by homes on Entrance side of Falls dr
9		
10		Rotor grass on corner of Watling and Falls Dr
11		Spray beds on both sides of Falls by Windley and Watling
✓ 12		Spray grass continued from zone 7 corners of Watling and Falls & Watling and Appian
✓ 13		Rotor grass pond side of Appina between sidewalk and curb
✓ 14		Rotor grass on pond side opposite side of zone 13 passed pavillion both sides of pond
✓ 15		Spray grass between sidewalk and curb across from 124 Appian
✓ 16		Rotor bermuda field right side of open field
✓ 17		Spray beds around playground
✓ 18		Rotor beds and grass around playground
✓ 19		
✓ 20		Rotor bermuda field across from zone 16
✓ 21		Spray beds on Bowery side of pond by pavillion
✓ 22		Spray grass between curb and path passed Totten Way
✓ 23		Rotor grass across from Totten way to 43 Bowery
✓ 24		Spray grass corner of Bowery and Windley between side walk and curb
✓ 25		Spray beds around benches on Windley at Falls dr
26		Rotor grass corner of Windley and Bowery behind sidewalk by Falls and Windley

A 10 pm

[illegible]

27 ✓		Rotor grass entrance side of Falls by houses to pond behind houses
28		Rotor grass along pond by zone 27
29		Spray grass corner of Blecker and Beale
30		Spray beds on corner of Blecker and Beale
31		Rotor grass opposite side of pond of zone 28
32		Rotor grass along Shearwater Pkwy down to Dalton parkinglot across from dog park
33		Spray beds along Dalton parkinglot across from dog park
34		Spray grass opposite side of hedge from zone 34 across dog park
35		Rotor grass zone continued from zone 34 behind cartpath between houses on Dalton
36		Rotors grass area between houses on corner of Watling and Beale to zone 35
37		Spray beds outside community garden
38		Sprays grass inside dog park
39		Rotor grass inside Dog park
40		Rotor grass across from dogpark on pond and by houses
41		Rotor grass continued from zone 40 down to Luke dr
42		Spray beds behind houses on Shearwater Pkwy and Luke dr
43		Rotor grass corner of shearwater Pkwy and Luke Dr behind sidewalk along pond
44		Rotor grass by the side of the pond by Beale and Peacock
45		Spray grass between cartpath and curb just passed Falls dr
46		Spray grass between cartpath and curb just passed zone 45
47		spray grass between cartpath and curb just passed zone 46
48 ✓		Spray grass between cartpat and curb just passed zone 47
49 ✓		Spray grass across from the dog park
50		Spray grass across from dogpark parking lot by entrance
51		Spray grass exit side of parking lot to Shearwater Sign
52		Spray grass from zone 51 to corner of Luke
53		Spray grass across from zone 45 between sidewalk and curb
54		Rotors behind sidewalk from zone 53 to residential homes
55		Spray grass continued from zone 53 between sidewalk and curb
56		Spray frass continued from zone 55 between sidewalk and curb

Monthly Irrigation Inspection Summary of Repairs

Bill 22		Job Location:		Shearwater Entry	
		Controller Location:		Zone	
Zone	Qty	Materials	Cost	Total	Reason
1	3	12in Hunt spray			
1	3	Hunter nozzle			
2	1	Hunter 12in spray			
2	1	Hunter nozzle			
4	1	Hunter FOD-100 decoder			
4	1	Tree bubbler			
4	1	1/2 Fungus ELs			
7	1	Hunter nozzle			
8	1	Hunter PLOP Roll			
18	2	Hunter Nozzle			
19	1	Hunter 6in spray			
19	1	Hunter nozzle			
20	1	Hunter 12in Roll			
29	1	Hunter PLOP Roll			
37	4	Hunter PLOP Roll			
40	2	Hunter 6in spray			
41	1	Hunter 6in spray			
42	3	Hunter 6in spray			
48	1	Hunter FOD-100 decoder			
49	1	Hunter FOD-100 decoder			
51	1	Hunter 6in spray			
56	2	Hunter 6in spray			
57	1	Hunter 6in spray			
58	1	Hunter PLOP Roll			
59	2	Hunter PLOP Roll			
60	1	Hunter PLOP Roll			
61	10	Hunter nozzles			
63	1	Hunter 6in spray			
67	4	Hunter nozzles			
70	1	12in Hunt spray			

E

Shearwater Entry			7-16
Zone	Time	6-17-22	Zone Location
		A	C
		B	D
1 ✓	014	Spray entry of shearwater by 210 beds on corner	3 1/2" Spr
2 ✓	014	Spray entry beds passed driveway to private residence on entry side of Pkwy	1 1/2" Spr
3 ✓	014	Spray grass on entry side passed private residence on shearwater Pkwy	
4 ✓	X	Spray island tip on Pkwy by school road entry	Indecore Replace, bobbles
5 ✓	014	Spray grass middle of island by zone 4	
6 ✓	014	Spray grass and be tip in median closest to 210	1 Nozzle
7 ✓	014	Rotor on exit side of shearwater Pkwy on corner of 210	1 R
8 ✓	014	Spray grass and beds on exit side of shearwater Pkwy	
9 ✓	014	Spray beds exit side of Shearwater Pkwy	
10 ✓	014	Rotor grass on entry side of Shearwater Pkwy by lake 1	
11 ✓	014	Rotor Beds on entry side of Shearwater Pkwy by lake 1	
12 ✓	014	Spray beds on entry side of Shearwater Pkwy by sidewalk net to lake 1	
13 ✓	014	Spray grass by sidewalk before monumeny on entry side of Pkwy	
14 ✓	014	Rotor beds by lake one and median tip	
15 ✓	014	Rotor grass/beds in median by zone 14	
16 ✓	014	Spray grass by sidewalk next to lake 1 entry side of Pkwy	
17 ✓	014	Spray /Rotor bed/grass on median and by sidewalk to lake one	
18 ✓	014	Spray grass next to lake 1 by sidewalk on left and right	2 Nozzle
19 ✓	014	Spray beds/grass on median and both sides of sidewalk	1 Spr
20 ✓	014	Spray beds/grass lake 1 left and right Shearwater sidewalk	
21 ✓	014	Rotor beds/grass by right of lake one and left of lake 2 by clock	
22 ✓	014	Sprays beds on entry of Pine tree In	
23 ✓	014	Sprays beds right side of sidewalk on Pine tree In by school	
24 ✓	014	Sprays beds by school right side of sidewalk by zone 23	
25 ✓	014	Spray grass on median and exit side of road to stop sign	
26 ✓	014	Rotor on exit side of Pine Tree to stop sign	1 1/2" R
27 ✓	014	Spray grass on island by Atlas dr	
28 ✓	014	Spray beds on th eleft side of the path going toward Pine tree In	

29	OK	Rotor grass on median and by sidewalk going toward Pine tree Ln	1 R
30	OK	Spray beds on exit side of Pkwy by sidewalk beds on exit side	
31		Rotor grass/beds going toward pine tree Ln near lake 2	
32	OK	Rotor/Spray grass Atlas dr in the middle of homes by sidewalks	
33			
34	OK	Rotor grass Atlas rd by lake 2 back of homes by sidewalk	
35	OK	Spray beds big island and path on road exit side heading to Pinetree Ln	
36	OK	Rotor two sides of lake 2 and path close to clock	
37	OK	Rotor left side of lake 2 close to clock	4 R
38	OK	Spray in three areas grass by lake 2, on big median island, and exit side of shearwater pkwy	
39	OK	Rotor close to the clock and back of homes	
40	OK	Spray grass by clock and cartpath on left side of lake 2	2 SPV
41	OK	Spray beds by clock to entrance of Archwood	1 SPV
42	OK	Rotor beds by lake 2 behind houses	3 SPV
43	OK	Spray on atlas dr plants	
44	OK	Spray on atlas dr grass	
45	OK	Spray grass on skipjack by lake 2 behind homes	
46	OK	SPV	
47	OK	Spray grass passed clock to Talisa trail by sidewalk on entry side close to the cove	
48	OK	Spray beds passed Talisa trail by sidewalk	Replace Decore
49	OK	Rotor passed Talisa trail in natural area	Replace Decore
50	OK	Rotor grass on entrance side by lake 3	1 babbler
51	OK	Spray beds in two spots median island and right of sidewalk before entrance of Sandgrass	1 SPV
52	OK	Spray front Sandgrass sidewalk lake 3	
53	OK	Rotor beds by lake 3	
54	OK	Rotor grass on right side of parkway toward round-about	
55	OK	Rotor beds by round-about and lake	
56	OK	Sprays grass on corner of Shearwater Parkway and Archwood	2 SPV
57	OK	SPV plants on corner of Shearwater Parkway	1 SPV
58	OK	Rotor beds by lake 4 and behind homes	1 R
59	OK	Rotor grass left side of lake 4 and behind homes	2 R
60	OK	Rotor grass left side of Shearwater pkwy by cart path by lake 4	1 R

7-21

61	OK	Spray grass by cartpath next to zone 60	10 minutes
62	OK	Spr beds from lift station	Valve close
63	OK	Spray beds left side of rd and back of lift station	1 hr 1 SP
64	OK	Spray beds left side of rd and lift station	
65	OK	Rotor beds left side of road and lift station	
66	OK	Sprays grass left side of road passed lift station and back of lift station	1 SP
67	OK	Spray grass/beds just before sandgrass	Valve close 4 NORTHE
68	OK	Rotors beds by path before Sandgrass	
69	OK	Spray beds entrance side of sandgrass	
70	OK	Spray beds on center median on Sandgrass	1 hr SP
71	OK	Sprays beds to left of pond at end of Sandgrass	
72	OK	Rotor grass by pond at end of Sandgrass	
73	OK	Spray grass by pond at end of Sandgrass	
74	OK	Spray beds to right of pond at end of Sandgrass	2 NORTHE
75	OK	Sprays beds right side of sandgrass back by Shearwater pkwy	Replace Decore
76	OK	Spray beds passed sandgrass Trail	
77	OK	Spray grass by path passed Sandgrass Trail	1 SP
78	OK	Rotor plants by path by lake passed Sungrass	1 hr R 1 R
79	OK	Rotor grass close to round-about	2 R
80	OK	Spray grass by path close to round about	
81	OK	Mpr beds by bridge and liftstation	
82	OK	Rotor grass/beds by bridge and liftstation	1 R
83	OK	Sprays beds left side of cartpath and small island in front of lift station	
84	OK	Sprays grass left and right of round-about	New Grass
85	OK	Sprays grass left side of Kayak club rd by sidewalk	New Grass
86	OK	Sprays beds behind sidewalk by zone 85	
87	OK	Rotors grass behind sidewalk by zone 85	
88	OK	Rotors beds on corner of Kayak club and Seahill dr	2 SP
89	OK	Rotor grass on cart path by bridge by lake	
90	OK	Spray beds passed bridge heading futher down path	
91	OK	Spray grass passed zone 90	
92		Rotor by zone 91	

93	✓	Spray zone down path passed zone 92
94	✓	Spray by zone 93
95	✓	Spray in park area by lake 2 next to clock
96	✓	Spray in park area by lake 2 next to clock
97	✓	Spray in park off cartpath by zone 93
98		Spray in park off cartpath by zone 93



Spray Report

Customer: Verdego

Property: Shearwater

Date: 7/20/22

Area treated +/- 20 acres

Total Gallons used: 3500

Product:

30-10-10 @ 8lbs per acre

Ferrous Sulfate

Target for this application was to Improve overall health, growth and color of the of the turf.

Tab 9



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: July 12, 28, 29, 2022

Biologists: Jim Charles,
Shayne Wilford, Justin Powers

Client: Trout Creek CDD

Waterways: 24 ponds

Entry Pond: Pond was an 8 (good condition). Water level is normal. Water fountain pillars look good.



Amenity Pond: This pond was an 8 (good condition). Water level is good. Checked fish barrier.



Pond 1a: This pond was a 9 (very good condition). Water level is normal.



Pond 1b: This pond was a 7 (good condition). Water level is normal.



Treated pond for algae by boat. Also treated perimeter.



Pond 2a: This pond was a 7 (fair condition). Water level is normal. Checked fish barrier.



Pond 2b: This pond was a 6 (fair condition). Pond level is normal. Inspected fish barrier.



Treated pond for algae.



Pond 3a: This pond was a 7 (good condition). Water level is normal. Treated perimeter for alligator weed and torpedo grass by boat.



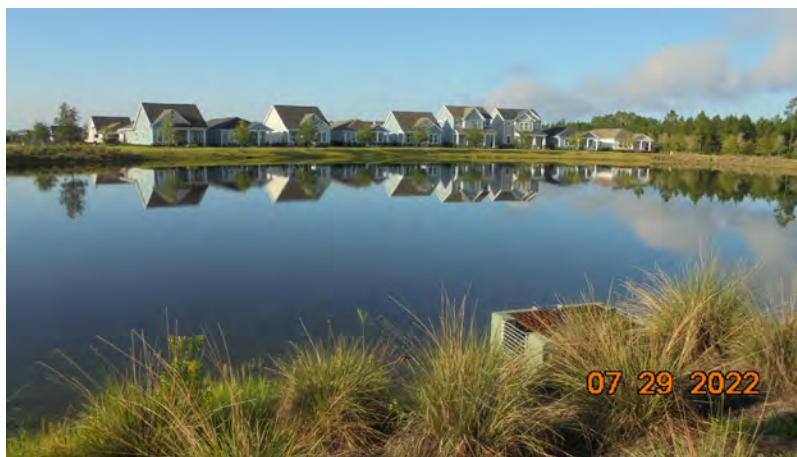
Pond 6: This pond was a 7 (fair condition). Water level is normal. Checked fish barrier. Perimeter treatment last month for torpedo grass had good results.



Treated pond for algae on the 28th.



Pond 7a: Pond was a 7 (fair to good condition). Water level is normal.



Treated pond for algae.



Pond 7b: Pond was a 5 (poor condition). Water level is normal.



Treated pond for algae.



Pond 7c: Pond was an 8 (good condition). Water level is normal.



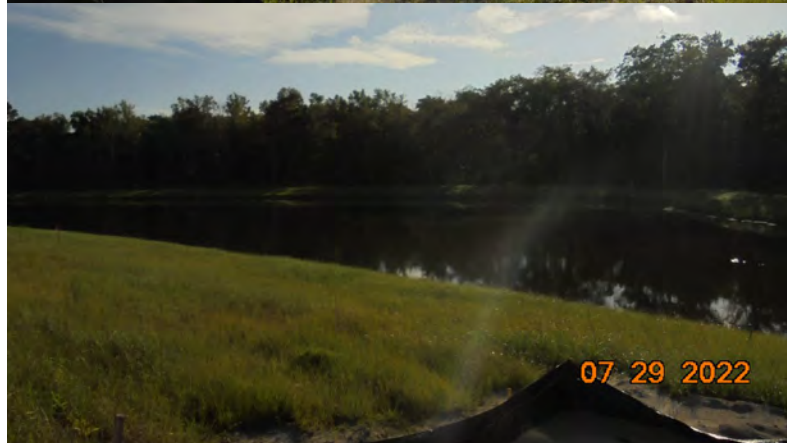
Pond 8a: Pond was an 8 (good condition). Water level is normal.



Pond 9a: Pond was a 7 (good condition). Water level is normal.



Pond 9b: Pond was an 8 (good condition). Water level is normal. Treatment last month for perimeter vegetation and algae had good results.



Pond 9c: Pond was in fair condition. Water level was normal. Treated pond for algae.



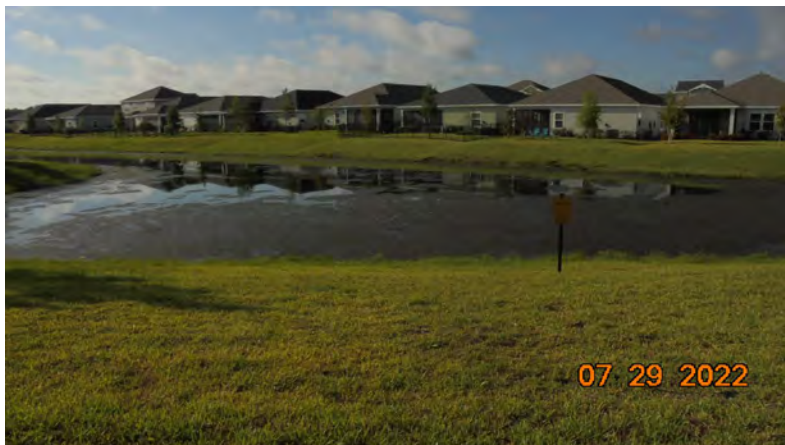
Pond 10a: Pond was an 8 (good condition). Water level is good.



Pond 10c: Pond was an 8 (good condition). Water level is normal.



Pond 10d: Pond was a 5 (poor condition). Treated pond for algae.



Pond 11a: Pond was a 6 (fair condition). Treated perimeter for torpedo grass, alligator weed and pennywort.



Pond 11b: Pond was in good condition. Water level is good. Perimeter treatment last month for torpedo grass and minor cattails had good results.



Pond 11c: Pond was a 6 (fair condition). Water level is normal. Treated for algae.



Pond 12a: Pond was in fair to good condition.



Pond 14: Pond was in good condition. Water level is good.



Pond 14b: Pond was in good condition. Water level is normal. Treated perimeter for torpedo grass and pennywort.



Jim Charles

Tab 10

RESOLUTION 2022-15

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Trout Creek Community Development District (“District”) was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

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

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within St. Johns County for four (4) consecutive weeks prior to such hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Trout Creek Community Development District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District’s use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

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

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

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

PASSED AND ADOPTED this 17th day of August 2022.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Legal Description

Exhibit A

Legal Description

EXPANSION PARCELS

SHEARWATER CDD PARCEL 2

A PORTION OF TRACT 18 AS SHOWN ON THE PLAT OF SHEARWATER PHASE 1B WEST, RECORDED IN MAP BOOK 81, PAGES 61 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A PORTION OF TRACT 2A-42, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 2A, AS RECORDED IN MAP BOOK 89, PAGES 1 THROUGH 17, INCLUSIVE, OF SAID PUBLIC RECORDS, A PORTION OF TRACTS 2D-22 AND 2D-27, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 2D, AS RECORDED IN MAP BOOK 101, PAGES 16 THROUGH 34, INCLUSIVE, OF SAID PUBLIC RECORDS AND A PORTION OF SECTIONS 27, 34 AND A PORTION OF THE FRANCIS BRADY GRANT, SECTION 41, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 27 EAST ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 18; THENCE SOUTH 21°03'06" WEST, ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1287, PAGE 801, OF THE SAID PUBLIC RECORDS, 2089.58 FEET; THENCE SOUTH 78°13'20" EAST, 20.36 FEET; THENCE SOUTH 50°20'23" EAST, 57.25 FEET; THENCE SOUTH 74°37'02" EAST, 65.11 FEET; THENCE SOUTH 36°37'19" EAST, 160.18 FEET; THENCE SOUTH 49°38'07" EAST, 69.24 FEET; THENCE SOUTH 27°55'04" EAST, 48.82 FEET; THENCE SOUTH 05°16'23" EAST, 216.06 FEET; THENCE SOUTH 08°49'30" EAST, 241.37 FEET; THENCE SOUTH 10°08'00" EAST, 48.01 FEET; THENCE SOUTH 11°27'09" EAST, 324.36 FEET; THENCE SOUTH 19°51'55" EAST, 48.16 FEET; THENCE SOUTH 01°12'58" WEST, 292.22 FEET; THENCE SOUTH 42°28'14" WEST, 621.07 FEET; THENCE SOUTH 59°45'55" WEST, 36.42 FEET; THENCE NORTH 86°57'59" WEST, 114.80 FEET; THENCE NORTH 43°48'19" WEST, 59.76 FEET; THENCE SOUTH 87°54'15" WEST, 267.83 FEET; THENCE SOUTH 35°39'49" WEST, 23.86 FEET; THENCE SOUTH 53°52'56" EAST, 748.41 FEET; THENCE NORTH 36°07'04" EAST, 500.00 FEET; THENCE SOUTH 53°52'56" EAST, 197.40 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 627.96 FEET, AN ARC DISTANCE OF 294.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67°20'07" EAST, 292.19 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°47'19" EAST, 945.14 FEET; THENCE NORTH 09°12'41" EAST, 293.33 FEET; THENCE NORTH 25°46'42" WEST, 48.53 FEET; THENCE NORTH 19°23'36" WEST, 98.94 FEET; THENCE NORTH 12°37'43" WEST, 71.45 FEET; THENCE NORTH 12°28'08" EAST, 65.65 FEET; THENCE NORTH 09°02'37" EAST, 781.00 FEET; THENCE NORTH 26°24'11" EAST, 434.95 FEET; THENCE NORTH 60°58'52" EAST, 592.53 FEET; THENCE NORTH 45°13'40" EAST, 483.30 FEET; THENCE NORTH 06°48'06" EAST, 370.35 FEET; THENCE NORTH 04°13'21" WEST, 95.45 FEET; THENCE NORTH 10°40'44" EAST, 43.69 FEET; THENCE NORTH 36°55'49" EAST, 368.31 FEET; THENCE NORTH 62°13'53" WEST, 294.58 FEET; THENCE NORTH 74°34'14" WEST, 401.74 FEET; THENCE NORTH 56°13'46" WEST, 152.75 FEET; THENCE NORTH 52°45'43" WEST, 562.20 FEET; THENCE NORTH 56°47'31" WEST, 97.59 FEET; THENCE NORTH 27°53'45" WEST, 113.93 FEET; THENCE NORTH 36°42'23" WEST, 851.63 FEET; THENCE NORTH 03°00'55" WEST, 394.52 FEET; THENCE NORTH 05°54'41" EAST, 27.74 FEET; THENCE NORTH 01°03'55" EAST, 465.98 FEET; THENCE NORTH 08°08'14" EAST, 24.21 FEET; THENCE NORTH 68°41'56" WEST, 103.90 FEET, TO THE WESTERLY LINE OF AFORESAID TRACT 18; THENCE SOUTH 21°18'04" WEST, ALONG LAST SAID LINE, 1448.83 FEET, TO THE POINT OF BEGINNING.

CONTAINING 204.36 ACRES, MORE OR LESS.

TOGETHER WITH:

SHEARWATER CDD PARCEL 3

A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 18 AS SHOWN ON THE PLAT OF SHEARWATER PHASE 1B WEST, RECORDED IN MAP BOOK 81, PAGES 61 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 21°03'06" WEST, ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1287, PAGE 801, OF THE SAID PUBLIC RECORDS AND ALONG THE EASTERLY LINE OF THE PLAT OF BREAKAWAY TRAILS, RECORDED IN MAP BOOK 49, PAGES 78 THROUGH 91, INCLUSIVE, OF SAID PUBLIC RECORDS, 4048.25 FEET; THENCE SOUTH 17°54'04" WEST, ALONG LAST SAID LINE, 51.32 FEET, TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID EASTERLY LINE OF BREAKAWAY TRAILS, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 17°54'04" WEST, 2676.79 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 2: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 112.13 FEET, AN ARC DISTANCE OF 81.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38°39'58" WEST, 79.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 59°24'35" WEST, A DISTANCE OF 607.60 FEET, TO THE WESTERLY LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 02°33'37" EAST, ALONG LAST SAID LINE, 67.62 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE NORTH 89°04'17" EAST, ALONG LAST SAID LINE, 1343.18 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE NORTH 88°50'22" EAST, ALONG LAST SAID LINE, 1305.22 FEET; THENCE NORTH 00°20'25" EAST, 212.74 FEET; THENCE NORTH 32°49'06" WEST, 154.08 FEET; THENCE SOUTH 87°17'02" WEST, 362.42 FEET; THENCE SOUTH 88°09'14" WEST, 125.55 FEET; THENCE NORTH 51°50'27" WEST, 81.98 FEET; THENCE NORTH 49°12'33" WEST, 95.65 FEET; THENCE NORTH 32°45'29" WEST, 19.33 FEET; THENCE NORTH 09°05'53" WEST, 17.90 FEET; THENCE NORTH 17°03'12" WEST, 446.49 FEET; THENCE NORTH 45°44'27" EAST, 555.70 FEET; THENCE NORTH 83°29'16" EAST, 212.93 FEET; THENCE NORTH 83°59'31" EAST, 116.40 FEET; THENCE SOUTH 89°15'54" EAST, 97.39 FEET; THENCE SOUTH 79°19'05" EAST, 150.77 FEET; THENCE NORTH 71°04'12" EAST, 160.26 FEET; THENCE NORTH 64°36'20" EAST, 119.01 FEET; THENCE NORTH 49°30'11" EAST, 153.41 FEET; THENCE NORTH 58°34'33" EAST, 95.54 FEET; THENCE NORTH 23°38'34" EAST, 67.62 FEET; THENCE NORTH 75°01'56" WEST, 603.93 FEET; THENCE NORTH 16°58'39" EAST, 178.40 FEET; THENCE NORTH 15°11'33" WEST, 43.75 FEET; THENCE NORTH 32°26'06" WEST, 20.91 FEET; THENCE NORTH 56°28'22" WEST, 42.62 FEET; THENCE NORTH 74°38'11" WEST, 39.58 FEET; THENCE SOUTH 81°11'14" WEST, 36.51 FEET; THENCE SOUTH 60°47'36" WEST, 29.17 FEET; THENCE SOUTH 40°16'36" WEST, 74.13 FEET; THENCE SOUTH 22°08'01" WEST, 46.91 FEET; THENCE SOUTH 32°07'04" WEST, 80.59 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1577.96 FEET, AN ARC DISTANCE OF 340.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 60°04'02" WEST, 340.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°52'56" WEST, 197.40 FEET; THENCE NORTH 36°07'04" EAST, 300.00 FEET; THENCE NORTH 53°52'56" WEST, 971.70 FEET, TO THE POINT OF BEGINNING.

CONTAINING 91.90 ACRES, MORE OR LESS.

TOGETHER WITH:

SHEARWATER CDD PARCEL 4

A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 16-A (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 88°59'37" EAST, ALONG SAID THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 16-A, 1156.65 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°59'37" EAST, ALONG SAID THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 16-A, 202.59 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 3955, PAGE 1006, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE NORTH 01°00'23" WEST, ALONG LAST SAID LINE, 619.36 FEET; THENCE NORTH 36°41'14" EAST, ALONG LAST SAID LINE, 290.29 FEET, TO THE SOUTHERLY LINE OF LAST SAID LANDS; THENCE NORTH 57°07'42" WEST, ALONG LAST SAID LINE, 337.17 FEET; THENCE SOUTH 51°12'02" WEST, ALONG LAST SAID LINE, 126.50 FEET; THENCE SOUTH 00°59'42" EAST, 959.49 FEET, TO THE POINT OF BEGINNING.

CONTAINING 5.36 ACRES, MORE OR LESS

TOGETHER WITH:

SHEARWATER CDD PARCEL 5

A PORTION OF SECTIONS 26 AND 35, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ALL IN ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26, ALSO BEING THE SOUTHWEST CORNER OF THE PLAT OF TROUT CREEK, AS RECORDED IN MAP BOOK 14, PAGES 64 THROUGH 65, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89°14'47" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 26 AND ALONG THE SOUTHERLY LINE OF SAID TROUT CREEK, A DISTANCE OF 2487.56 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2314, PAGE 685, OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE RUN SOUTH 03°40'49" EAST, ALONG THE SOUTHEASTERLY LINE OF LAST SAID LANDS, 43.80 FEET; THENCE SOUTH 62°53'31" WEST, CONTINUING ALONG LAST SAID LINE, 250.71 FEET; THENCE NORTH 84°13'31" EAST, 212.20 FEET; THENCE SOUTH 44°50'18" EAST, 64.19 FEET; THENCE SOUTH 33°28'46" EAST, 69.89 FEET; THENCE SOUTH 12°36'34" EAST, 31.66 FEET; THENCE SOUTH 01°52'03" WEST, 213.60 FEET; THENCE SOUTH 09°22'31" EAST, 141.54 FEET; THENCE SOUTH 12°04'41" WEST, 144.79 FEET; THENCE SOUTH 12°54'05" WEST, 61.31 FEET; THENCE SOUTH 33°02'55" WEST, 414.64 FEET; THENCE SOUTH 41°33'24" WEST, 57.64 FEET; THENCE SOUTH 02°55'22" EAST, 505.63 FEET; THENCE SOUTH 07°13'08" EAST, 623.78 FEET; THENCE SOUTH 22°33'39" EAST, 51.70 FEET; THENCE SOUTH 05°13'05" EAST, 209.13 FEET; THENCE SOUTH 02°59'39" WEST, 363.45 FEET; THENCE SOUTH 22°09'16" WEST, 358.43 FEET; THENCE SOUTH 22°15'33" WEST, 478.79 FEET; THENCE SOUTH 16°32'29" WEST, 167.94 FEET; THENCE SOUTH 17°08'42" WEST, 36.71 FEET; THENCE SOUTH 18°34'55" WEST, 345.10 FEET; THENCE SOUTH 14°32'47" WEST, 23.57 FEET; THENCE SOUTH 22°53'01" WEST, 347.51 FEET; THENCE SOUTH 22°41'30" WEST, 132.28 FEET; THENCE SOUTH 06°25'43" EAST, 800.10 FEET; THENCE SOUTH 08°16'42" EAST, 362.23 FEET; THENCE SOUTH 01°10'56" EAST, 68.72 FEET; THENCE SOUTH 11°00'18" WEST, 265.12 FEET; THENCE SOUTH 19°43'22" WEST, 130.73 FEET; THENCE SOUTH 69°58'47" WEST, 360.89 FEET; THENCE SOUTH

08°29'46" WEST, 126.17 FEET; THENCE SOUTH 07°51'39" WEST, 151.95 FEET; THENCE SOUTH 16°34'15" WEST, 55.74 FEET; THENCE SOUTH 21°24'01" WEST, 95.62 FEET; THENCE SOUTH 21°38'11" WEST, 181.73 FEET; THENCE SOUTH 77°17'11" WEST, 42.66 FEET; THENCE SOUTH 74°29'35" WEST, 218.15 FEET; THENCE SOUTH 21°47'38" WEST, 277.81 FEET; THENCE SOUTH 75°31'41" EAST, 172.49 FEET; THENCE SOUTH 30°16'11" EAST, 81.21 FEET; THENCE SOUTH 31°46'54" EAST, 22.68 FEET; THENCE SOUTH 11°49'18" EAST, 95.86 FEET; THENCE NORTH 83°43'17" WEST, 355.58 FEET; THENCE SOUTH 79°38'55" WEST, 142.24 FEET; THENCE SOUTH 86°02'12" WEST, 82.03 FEET; THENCE NORTH 89°27'43" WEST, 66.38 FEET; THENCE SOUTH 02°28'06" WEST, 103.06 FEET; THENCE NORTH 85°09'37" EAST, 25.91 FEET; THENCE SOUTH 86°49'23" EAST, 14.75 FEET; THENCE SOUTH 53°29'43" EAST, 22.31 FEET; THENCE SOUTH 35°48'06" EAST, 90.70 FEET; THENCE NORTH 69°12'58" EAST, 155.19 FEET; THENCE SOUTH 81°59'03" EAST, 139.92 FEET; THENCE SOUTH 30°55'21" EAST, 131.56 FEET; THENCE SOUTH 26°51'25" EAST, 60.37 FEET; THENCE SOUTH 21°08'59" EAST, 198.95 FEET; THENCE SOUTH 68°51'01" WEST, 142.98 FEET; THENCE SOUTH 62°31'03" WEST, 135.88 FEET; THENCE SOUTH 59°17'21" WEST, 100.02 FEET; THENCE SOUTH 36°27'07" WEST, 56.59 FEET; THENCE SOUTH 14°07'56" WEST, 114.72 FEET; THENCE SOUTH 02°11'22" EAST, 59.13 FEET; THENCE SOUTH 00°00'00" EAST, 26.25 FEET; THENCE SOUTH 02°25'35" WEST, 219.92 FEET; THENCE SOUTH 05°47'23" WEST, 151.89 FEET; THENCE SOUTH 06°51'02" WEST, 149.54 FEET; THENCE SOUTH 01°42'41" EAST, 296.88 FEET; THENCE SOUTH 00°00'00" EAST, 46.21 FEET; THENCE SOUTH 05°32'08" EAST, 299.15 FEET; THENCE SOUTH 09°42'08" EAST, 58.67 FEET; THENCE SOUTH 16°34'50" EAST, 112.30 FEET; THENCE SOUTH 48°59'42" EAST, 43.18 FEET; THENCE SOUTH 33°18'59" EAST, 19.02 FEET; THENCE SOUTH 19°59'57" EAST, 19.03 FEET; THENCE SOUTH 03°19'14" EAST, 16.90 FEET; THENCE SOUTH 20°17'48" WEST, 81.93 FEET; THENCE SOUTH 36°16'40" WEST, 19.84 FEET; THENCE SOUTH 42°19'05" WEST, 163.74 FEET; THENCE SOUTH 29°16'15" EAST, 39.24 FEET; THENCE SOUTH 14°21'41" EAST, 21.26 FEET; THENCE SOUTH 01°36'54" EAST, 30.11 FEET; THENCE SOUTH 01°42'09" WEST, 225.52 FEET; THENCE SOUTH 05°48'42" WEST, 15.57 FEET; THENCE SOUTH 09°46'52" WEST, 117.48 FEET; THENCE SOUTH 15°05'44" EAST, 145.08 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 16-A; THENCE EASTERLY AND NORTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 89°01'33" EAST, 106.89 FEET; COURSE NO. 2: NORTH 01°44'53" WEST, 16.29 FEET; COURSE NO. 3: NORTH 89°08'38" EAST, 683.66 FEET; COURSE NO. 4: NORTH 00°49'42" WEST, 48.77 FEET; COURSE NO. 5: NORTH 88°46'10" EAST, 90 FEET, MORE OR LESS, TO THE CENTERLINE OF TROUT CREEK; THENCE NORTHERLY, ALONG SAID CENTERLINE OF TROUT CREEK, AND THE MEANDERINGS THEREOF, 12,000 FEET, MORE OR LESS TO THE AFORESAID NORTHERLY LINE OF SECTION 26; THENCE NORTH 89°14'47" WEST, ALONG LAST SAID LINE, 105 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING A NET ACREAGE OF 151 ACRES, MORE OR LESS.

FOR A TOTAL OF 452.62 ACRES.

Tab 11

RESOLUTION 2022-16

THE ANNUAL APPROPRIATION RESOLUTION OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2022, submitted to the Board of Supervisors ("**Board**") of the Trout Creek Community Development District ("**District**") proposed budget(s) ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

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

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Trout Creek Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

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

TOTAL GENERAL FUND	\$_____
DEBT SERVICE FUND SERIES 2018	\$_____
DEBT SERVICE FUND SERIES 2020	\$_____
DEBT SERVICE FUND SERIES 2022	\$_____
RESERVE FUND(S)	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

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

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

Exhibit A: FY 2022/2023 Budget

Exhibit A
Budget

Tab 12

RESOLUTION 2022-17

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

WHEREAS, the Trout Creek Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in St. Johns County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

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

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

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

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

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

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT:

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

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

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

- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Assessments directly collected by the District are due in full on December 1, 2022; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2022, 25% due no later than February 1, 2023 and 25% due no later than May 1, 2023. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2022/2023, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

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

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

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

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

PASSED AND ADOPTED THIS 17TH DAY OF AUGUST 2022.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Budget

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

Exhibit A
Budget

Exhibit B

Assessment Roll (Uniform Method)

Assessment Roll (Direct Collect)

TAB 13

RESOLUTION 2022-18

[PHASE 2 AND PRESERVE]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING, CONFIRMING, AND APPROVING THE ACCEPTANCE OF DEDICATION OF PROPERTY AND IMPROVEMENTS; AUTHORIZING, CONFIRMING, AND APPROVING THE ASSIGNMENT OF CERTAIN EASEMENTS; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Trout Creek Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in the *Engineer’s Report*, dated November 4, 2014, as supplemented and amended (together, “**Capital Improvement Plan**” or “**CIP**”); and

WHEREAS, the District entered into various *Agreements by and between the Trout Creek Community Development District and WFC Ashford Mills Owner VII, L.L.C., Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, in connection with each of its bond issuances which sets forth the process by which the District may acquire the improvements comprising the CIP (“**Improvements**”); and

WHEREAS, WFC Ashford Mills Owner VII, L.L.C. (“**Developer**”) presently owns certain common areas within Phase 2 and the area referred to as the Preserve located within the District (“**Property**”), and desires to dedicate the Property to the District at no cost; and

WHEREAS, because the District either constructed Improvements on the Property or already owns and operates improvements similar to the those on the Property in accordance with the Capital Improvement Plan, the District agrees to accept a dedication of the Property and assume operation and maintenance responsibilities for the same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. AUTHORIZING, CONFIRMING, AND APPROVING THE ACCEPTANCE OF DEDICATION OF PROPERTY AND IMPROVEMENTS. The Board of Supervisors (“**Board**”) hereby authorizes the dedication of the Property to the District at no cost to the District by the deed substantially in the form set forth in **Exhibit A**. Furthermore, the Board finds that the acceptance of such conveyance is hereby declared and affirmed as being in the best interests of the District and is hereby authorized, approved, and confirmed by the Board.

SECTION 2. AUTHORIZING, CONFIRMING, AND APPROVING THE DEDICATION AND ASSIGNMENT OF CERTAIN EASEMENTS. The Board authorizes the dedication and assignment of drainage easements necessary to maintain the Property by easement agreement substantially in the form set forth in **Exhibit B**. Furthermore, the acceptance of documents relating to such dedication or assignment is hereby declared and affirmed as being in the best interests of the District is hereby authorized, approved, and confirmed by the Board. The Chairman or Vice-Chairman is authorized to take such action necessary to effectuate the dedication and assignment of drainage easements.

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

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 17th day of August, 2022.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Form of Deed

Exhibit B: Forms of Easement Agreement & Assignment of Easements

Exhibit A:
Forms of Deed

Exhibit B

Forms of Easement Agreement & Assignment of Easements

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

Katie S. Buchanan, Esq.
KUTAK ROCK LLP
107 W. College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

**PERPETUAL, NON-EXCLUSIVE
DRAINAGE EASEMENT AGREEMENT**

This **Easement Agreement** (“**Easement Agreement**”) made as of this ____ day of August, 2022, by and between:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose address is 2806 N. 5th Street, Unit 403, St. Augustine, Florida 32084 (“**District**”); and

WFC ASHFORD MILLS OWNER VII, L.L.C., a Delaware limited liability company, and landowner within the District with an address at 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116 (“**Landowner**”).

WITNESSETH:

WHEREAS, the District was established by ordinance adopted by Board of County Commissioners of St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”) and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure within or without the boundaries of the District; and

WHEREAS, Landowner is the fee owner of certain, specific portions of the lands within the District, which lands are more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (all portions collectively known as the “**Easement Property**”); and

WHEREAS, the District desires to obtain a perpetual, non-exclusive drainage and flowage easement on, over, under, and across the Easement Property; and

WHEREAS, Landowner has agreed to grant such Easement subject to the terms and conditions herein provided.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. GRANT OF EASEMENT. Landowner hereby grants unto the District, its successors and assigns, in perpetuity, a non-exclusive easement for the purposes of water drainage, management, and control on, in, over, under, upon, and through the Easement Property, together with the right of ingress and egress over, across, upon, and through the Easement Property for purposes of effectuating this grant of easement, as well as, any necessary construction, maintenance, repair, installation, or reconstruction which is deemed necessary or desirable by the District. Landowner shall have no obligation to maintain or improve the Easement Property. THE DISTRICT ACCEPTS THE CURRENT AND FUTURE CONDITION OF THIS EASEMENT PROPERTY “AS IS,” “WHERE IS” AND “WITH ALL FAULTS”, AND LANDOWNER MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE EASEMENT PROPERTY AND DISTRICT HAS NOT RELIED UPON ANY WARRANTIES OF ANY KIND MADE BY LANDOWNER.

3. INCONSISTENT USE. Landowner agrees and covenants that it shall not grant or exercise any rights in the Easement Property inconsistent with, or which interfere with, the rights herein accorded to the District, in any material respect. Notwithstanding the foregoing or anything else to the contrary herein, Landowner expressly reserves (A) the right to use the Easement Property for construction of roadways and landscaping improvements and for any activities that may be necessary for the purposes of complying with any applicable permits or laws; and (B) the right to convey to others the right to use all or part of the Easement Property in conjunction with the District, provided no use by others materially interferes with the uses of the District.

This Easement is being made by Landowner and accepted by District subject to all valid and presently existing recorded encumbrances on the Easement Property.

4. INDEMNIFICATION.

a. Landowner agrees to indemnify and hold the District harmless from and against any and all damages, losses, or claims, including but not limited to, reasonable legal fees and expenses, to the extent that such damages, losses, or claims directly result from the negligent use of the Easement Property by Landowner, its agents, employees, or independent contractors.

b. To the extent allowed by law, the District agrees to indemnify and hold Landowner harmless from and against any and all damages, losses, or claims, including but not limited to, reasonable legal fees and expenses, to the extent that such damages, losses, or claims directly result from the negligent use of the Easement Property by the District, its agents, or employees, or independent contractors.

c. Landowner agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

6. AUTHORIZATION. The execution of this Easement Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

7. DEFAULT. A default by either party under this Easement Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.

8. ENFORCEMENT OF AGREEMENT. In the event that either the District or Landowner seeks to enforce this Easement 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.

9. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

A. If to the District: Trout Creek Community
Development District
2806 N. Fifth Street, Unit 403
St. Augustine, Florida 32804
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: Katie S. Buchanan

B. If to the Landowner: WFC Ashford Mills Owner VII, L.L.C.
c/o 500 Boylston Street, Suite 2010
Boston, MA 02116
Attn: Jesse Baker and Casey Tischer

With a copy to: FCM FL, LLC
352 Paseo Reyes Drive
Saint Augustine, FL 32095
Attn: Mike McCollum

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Landowner may deliver Notice on behalf of the District and Landowner.

10. THIRD PARTIES. This Easement Agreement is solely for the benefit of the District and 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 Easement Agreement. Nothing in this Easement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Landowner any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The District shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the District's right to protect its rights from interference by a third party.

11. ASSIGNMENT. Except for as provided elsewhere herein, neither of the parties hereto may assign, transfer or license all or any portion of its rights under this Easement Agreement without the written consent of the other party, such consent not to be unreasonably conditioned, delayed or withheld.

12. CONTROLLING LAW AND VENUE. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree and consent to venue in St. Johns County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.

13. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Easement Agreement shall be treated as public records in accordance with Florida law.

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

15. BINDING EFFECT. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this

Easement Agreement, and that the respective parties have complied with all the requirements of law, and have full power and authority to comply with the terms and provisions of this instrument.

17. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both the District and Landowner.

18. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, Sealed and Delivered
in Our Presence:

WFC ASHFORD MILLS OWNER VII, L.L.C.,
a Delaware limited liability company

Printed Name: _____

By: WFC Ashford Mills Holdings JV VII, L.L.C.,
a Delaware limited liability company,
its Sole Member

Printed Name: _____

By: FCA Ashford, LLC,
a Delaware limited liability company,
its Administrative Member

By: _____
Name: _____
Title: Authorized Signatory

STATE OF MASSACHUSETTS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUFFOLK

Before me, the undersigned authority, on this day personally appeared _____,
known to me to be the Authorized Signatory of FCA Ashford, LLC, the Administrative Member
of WFC Ashford Mills Holdings JV VII, L.L.C., the Sole Member of WFC Ashford Mills Owner
VII, L.L.C. on behalf of said limited liability company and acknowledged to me that he executed
the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of August, 2022.

Notary Public in and for the State of Massachusetts
My Commission expires on: _____

WITNESSES:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature

Printed Name: _____

Chairperson, Board of Supervisors

Witness Signature

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared _____, Chairperson of the Trout Creek Community Development District, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of _____ and State of Florida this ____ day of August, 2022.

Notary Public

Personally known: _____

Produced Identification: _____

Type of Identification: _____

Exhibit A: Easement Property

EXHIBIT A

ALL DRAINAGE EASEMENTS SHOWN ON THE PLAT OF SHEARWATER PHASE 2A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGES 1 THROUGH 17, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

ALL DRAINAGE EASEMENTS SHOWN ON THE PLAT OF SHEARWATER PHASE 2B EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 93, PAGES 9 THROUGH 17, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

ALL DRAINAGE EASEMENTS SHOWN ON THE PLAT OF SHEARWATER PHASE 2C, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 96, PAGES 40 THROUGH 52, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

ALL DRAINAGE EASEMENTS SHOWN ON THE PLAT OF SHEARWATER PHASE 2D, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 101, PAGES 16 THROUGH 34, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

ALL DRAINAGE EASEMENTS SHOWN ON THE PLAT OF SHEARWATER PHASE 2E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGES 85 THROUGH 94, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PREPARED BY AND RETURN TO:

Katie S. Buchanan, Esq.
KUTAK ROCK LLP
113 South Monroe Street
Tallahassee, Florida 32301

Consideration: None/Gift of Common Areas
Documentary Stamp Taxes: See Legend Below

SPECIAL WARRANTY DEED

[Common Areas Phases 2A, 2B, 2C, 2D and 2E]

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 20221, by WFC ASHFORD MILLS OWNER VII, L.L.C., whose address is 500 Boylston Street, Suite 1870, Boston, MA 02116, hereinafter called the “Grantor,” to TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government established under Chapter 190 of the Florida Statutes, whose address 2806 N. 5th Street, Unit 403, St. Augustine, Florida 32084, hereinafter called the “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.)

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and conveyed to Grantee, and Grantee’s successors and assigns, forever, the land lying and being in the County of St. Johns, State of Florida, as more particularly described below (hereinafter, the “Property”):

Rights-of-way designated as Shearwater Parkway, Anclothe Way, Appian Avenue, Ashbury Street, Beal Avenue, Bleeker Court, Bowery Avenue, Dalton Circle, Lombard Way, Falls Drive, Peacock Street, Watling Drive, and Windley Drive, Shearwater Phase 2A, according to the plat thereof as recorded in Plat Book 89, Pages 1 through 17, of the Official Records of St. Johns County, Florida.

Tracts 2A-47, 2A-48, 2A-49, 2A-50, 2A-51, 2A-52, 2A-57, 2A-58, 2A-63, and 2A-65 (Open Space), Tract 2A-59 (Park and Open Space), Tracts 2A-53, 2A-54, 2A-55, 2A-56 (Storm Water Management Facility and Open Space), and Tract 2A-62 (Utility) Shearwater Phase 2A, according to the plat thereof as recorded in Plat Book 89, Pages 1 through 17, of the Official Records of St. Johns County, Florida.

Rights-of-way designated as Anclothe Way, Grady Court, Permit Court, Totten Way, and Windley Drive, Shearwater Phase 2B, according to the plat thereof as recorded in Plat Book 93, Pages 9 through 17, of the Official Records of St. Johns County, Florida.

Tract 2B-27 (Storm Water Management Facility and Open Space), Shearwater Phase 2B, according to the plat thereof as recorded in Plat Book 93, Pages 9 through 17, of the Official Records of St. Johns County, Florida.

Rights-of-way designated as Agate Court, Alvarado Court, Appian Avenue, Appleton Court, Belinda Court, Big Cat Court, Boylston Court, Bowery Avenue, Cobalt Lane, Dade Court, Felasco Way, Lombard Way, Longtail Drive, Luna Drive, Luke Drive, Sapphire Lane, Shearwater Parkway, Viceroy Court, Vineyard Way, and Yeti Court, Shearwater Phase 2C, according to the plat thereof as recorded in Plat Book 96, Pages 40 through 52, of the Official Records of St. Johns County, Florida.

Tracts 2C-21 and 2C-25 (Storm Water Management Facility), Tracts 2C-20, 2C-22, 2C-23, 2C-24, 2C-27, 2C-28, 2C-30, 2C-31, 2C-32, 2C-33, 2C-34, 2C-35, 2C-36, 2C-37, 2C-38, 2C-41, 2C-42, 2C-43, 2C-44 (Open Space), and 2C-29 (Park), Shearwater Phase 2C, according to the plat thereof as recorded in Plat Book 96, Pages 40 through 52, of the Official Records of St. Johns County, Florida.

Rights-of-way designated as Bluebonnet Way, Crescendo Avenue, Field Drive, Gilchrist Way, Ion Way, Ladson Court, Ridgewind Drive, Sadler Court, Shearwater Parkway, Tilden Court, Windley Drive and Windswept Way, Shearwater Phase 2D, according to the plat thereof as recorded in Plat Book 101, Pages 16 through 34, of the Official Records of St. Johns County, Florida.

Tracts 2D-13, 2D-14, 2D-15, 2D-16 and 2D-17 (Storm Water Management Facility), Tracts 2D-18, 2D-19, 2D-20, 2D-21, 2D-22, 2D-23, 2D-24, 2D-25, and 2D-26 (Open Space), Shearwater Phase 2D, according to the plat thereof as recorded in Plat Book 101, Pages 16 through 34, of the Official Records of St. Johns County, Florida.

Rights-of-way designated as Breakers Court, Felasco Way, Magdaleno Court, Sumter Place, Vineyard Way and Windley Drive, Shearwater Phase 2E, according to the plat thereof as recorded in Plat Book 102, Pages 85 through 94, of the Official Records of St. Johns County, Florida.

Tracts 2E-32, 2E-33, and 2E-34 (Stormwater Management Facility), and Tract 2E-36 (Open Space), Shearwater Phase 2E, according to the plat thereof as recorded in Plat Book 102, Pages 85 through 94, of the Official Records of St. Johns County, Florida.

SUBJECT, HOWEVER, to all matters, restrictions, easements, encumbrances, limitations, reservations and covenants of record, if any, but this reference shall not operate to reimpose the same, together with taxes for 20221 and subsequent years (if any), and all applicable governmental,

zoning and land use regulations.

TOGETHER, with all tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns in fee simple forever.

Grantor hereby specially warrants the title to the Property subject to the above-referenced encumbrances and restrictions and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no others.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
in Our Presence:

WFC ASHFORD MILLS OWNER VII, L.L.C., a
Delaware limited liability company

Printed Name: _____

By: WFC Ashford Mills Holdings JV VII,
L.L.C., a Delaware limited liability company,
its Sole Member

Printed Name: _____

By: FCA Ashford, LLC, a Delaware
limited liability company, its
Administrative Member

By: _____
Name: _____
Title: Authorized Signatory

STATE OF MASSACHUSETTS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUFFOLK

Before me, the undersigned authority, on this day personally appeared _____,
known to me to be the Authorized Signatory of FCA Ashford, LLC, the Administrative Member
of WFC Ashford Mills Holdings JV VII, L.L.C., the Sole Member of WFC Ashford Mills Owner
VII, L.L.C. on behalf of said limited liability company and acknowledged to me that he executed
the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 20221.

Notary Public in and for the State of Massachusetts
My Commission expires on: _____

**Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered
real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-
4.014(2)(a) Florida Administrative Code.**

PREPARED BY AND RETURN TO:

Katie S. Buchanan, Esq.
KUTAK ROCK LLP
113 South Monroe Street
Tallahassee, Florida 32301

Consideration: None/Gift of Common Areas
Documentary Stamp Taxes: See Legend Below

SPECIAL WARRANTY DEED

[Preserve Areas]

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 2022, by WFC ASHFORD MILLS OWNER VII, L.L.C., whose address is 500 Boylston Street, Suite 1870, Boston, MA 02116, hereinafter called the "Grantor," to TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government established under Chapter 190 of the Florida Statutes, whose address 2806 N. 5th Street, Unit 403, St. Augustine, Florida 32084, hereinafter called the "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.)

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and conveyed to Grantee, and Grantee's successors and assigns, forever, the land lying and being in the County of St. Johns, State of Florida, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter, the "Property").

SUBJECT, HOWEVER, to all matters, restrictions, easements, encumbrances, limitations, reservations and covenants of record, if any, but this reference shall not operate to reimpose the same, together with taxes for 2022 and subsequent years (if any), and all applicable governmental, zoning and land use regulations.

TOGETHER, with all tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns in fee simple forever.

Grantor hereby specially warrants the title to the Property subject to the above-referenced encumbrances and restrictions and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no others.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
in Our Presence:

WFC ASHFORD MILLS OWNER VII, L.L.C., a
Delaware limited liability company

Printed Name: _____

By: WFC Ashford Mills Holdings JV VII,
L.L.C., a Delaware limited liability company,
its Sole Member

Printed Name: _____

By: FCA Ashford, LLC, a Delaware
limited liability company, its
Administrative Member

By: _____
Name: _____
Title: Authorized Signatory

STATE OF MASSACHUSETTS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUFFOLK

Before me, the undersigned authority, on this day personally appeared _____,
known to me to be the Authorized Signatory of FCA Ashford, LLC, the Administrative Member
of WFC Ashford Mills Holdings JV VII, L.L.C., the Sole Member of WFC Ashford Mills Owner
VII, L.L.C. on behalf of said limited liability company and acknowledged to me that he executed
the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2021.

Notary Public in and for the State of Massachusetts
My Commission expires on: _____

**Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered
real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-**

4.014(2)(a) Florida Administrative Code.

EXHIBIT A

PLATTED TRACTS TO BE CONVEYED TO THE CDD

PARCEL A:

TRACTS 2, 2A, 12, 18, 20, 21, AND 22 AS SHOWN ON THE PLAT OF SHEARWATER PHASE 1, AS RECORDED IN MAP BOOK 76, PAGES 16 THROUGH 38, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,

TOGETHER WITH:

PARCEL B:

TRACTS 4, 16, 17 AND 18 AS SHOWN ON THE PLAT OF SHEARWATER PHASE 1B WEST, AS RECORDED IN MAP BOOK 81, PAGES 61 THROUGH 79, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,

TOGETHER WITH:

PARCEL C:

TRACT 6 AS SHOWN ON THE PLAT OF SHEARWATER PHASE 1B WEST, AS RECORDED IN MAP BOOK 81, PAGES 61 THROUGH 79, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA

LESS AND EXCEPT:

HOA TRACT "A"

A PORTION OF TRACT 6, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 1B WEST, AS RECORDED IN MAP BOOK 81, PAGES 61 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 6, SAID CORNER BEING ON THE EASTERLY RIGHT OF WAY OF GLENNEYRE CIRCLE, A 60 FOOT PRIVATE RIGHT OF WAY PER SAID PLAT OF SHEARWATER PHASE 1B WEST; THENCE NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY AND ALONG AND AROUND THE ARC OF A CURVE LEADING NORTHERLY, CONCAVE WESTERLY, HAVING A RADIUS OF 830.00 FEET, AN ARC DISTANCE OF 40.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°54'52" WEST, 40.00 FEET, TO THE SOUTHERLY LINE OF LOT 423, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 1B WEST-5, AS RECORDED IN MAP BOOK 87, PAGES 81 THROUGH 84, INCLUSIVE, OF SAID PUBLIC RECORDS ALSO BEING A NORTHERLY LINE OF SAID TRACT 6; THENCE NORTH 87°05'08" EAST, ALONG LAST SAID LINE, 135.03 FEET; THENCE SOUTH 02°54'52" EAST, 23.94 FEET; THENCE SOUTH 40°08'33" WEST, 21.98 FEET, TO THE SOUTHERLY LINE OF LOT 423, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 1B WEST-7, AS RECORDED IN MAP BOOK 91, PAGES 33 THROUGH 39, INCLUSIVE, OF SAID PUBLIC RECORDS ALSO BEING A SOUTHERLY LINE OF SAID TRACT 6; THENCE SOUTH 87°05'08" WEST, ALONG LAST SAID LINE 120.03 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.12 ACRES, MORE OR LESS.

PARCEL C CONTAINING A NET OF 0.82 ACRES, MORE OR LESS.

PARCEL D:

TRACT 7 AS SHOWN ON THE PLAT OF SHEARWATER PHASE 1B WEST, AS RECORDED IN MAP BOOK 81, PAGES 61 THROUGH 79, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA

LESS AND EXCEPT:

HOA TRACT "B"

A PORTION OF TRACT 7, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 1B WEST, AS RECORDED IN MAP BOOK 81, PAGES 61 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 378, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 1B WEST-7, AS RECORDED IN MAP BOOK 91, PAGES 33 THROUGH 39, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE SOUTH 08°09'44" WEST, ALONG THE WESTERLY LINE OF SAID LOT 378, A DISTANCE OF 120.26 FEET; THENCE SOUTH 60°02'07" WEST, 45.57 FEET, TO THE EASTERLY LINE OF LOT 379, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 1B WEST-4, AS RECORDED IN MAP BOOK 86, PAGES 92 THROUGH 95, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE NORTH 07°33'49" EAST, ALONG LAST SAID LINE, 148.21 FEET, TO THE SOUTHERLY RIGHT OF WAY OF GLENNEYRE CIRCLE, A 60 FOOT PRIVATE RIGHT OF WAY PER SAID PLAT OF SHEARWATER PHASE 1B WEST AND THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 37.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°08'14" EAST, 37.40 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES, MORE OR LESS.

PARCEL D CONTAINING A NET OF 0.88 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL E:

TRACTS 2A-42, 2A-43, 2A-44, 2A-45, 2A-46, AND 2A-64, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 2A, AS RECORDED IN MAP BOOK 81, PAGES 1 THROUGH 17, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,

TOGETHER WITH:

PARCEL F:

TRACT 2B-28, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 2B, AS RECORDED IN MAP BOOK 93, PAGES 9 THROUGH 17, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,

TOGETHER WITH:

PARCEL G:

TRACTS 2C-39 AND 2C-40, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 2C, AS RECORDED IN MAP BOOK 96, PAGES 40 THROUGH 52, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,

TOGETHER WITH:

PARCEL H:

TRACT 2D-25, 2D-27, AND 2D-28, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 2D, AS RECORDED IN MAP BOOK 101, PAGES 16 THROUGH 34, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,

TOGETHER WITH:

PARCEL I:

TRACT 2E-35, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 2E, AS RECORDED IN MAP BOOK 102, PAGES 85 THROUGH 94, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,

TOGETHER WITH:

PARCEL J:

TRACT 3A-26, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 3A, AS RECORDED IN MAP BOOK 107, PAGES 65 THROUGH 79, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,

CDD CONVEYANCE PARCEL NO. 1

A PORTION OF SECTIONS 26 AND 35, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ALL IN ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26, ALSO BEING THE SOUTHWEST CORNER OF THE PLAT OF TROUT CREEK, AS RECORDED IN MAP BOOK 14, PAGES 64 THROUGH 65, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89°14'47" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 26 AND ALONG THE SOUTHERLY LINE OF SAID TROUT CREEK, A DISTANCE OF 2487.56 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2314, PAGE 685, OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE SOUTHERLY, SOUTHWESTERLY, WESTERLY, AND SOUTHEASTERLY, ALONG THE SOUTHERLY LINE OF SAID LANDS, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 03°40'49" EAST, 43.80 FEET; COURSE NO. 2: SOUTH 62°53'31" WEST, 298.06 FEET; COURSE NO. 3: SOUTH 72°14'21" WEST, 61.00 FEET; COURSE NO. 4: SOUTH 76°00'30" WEST, 60.03 FEET, TO THE EASTERLY LINE OF THE PLAT OF SHEARWATER PHASE 1, AS RECORDED IN MAP BOOK 76, PAGES 16 THROUGH 38, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY, EASTERLY, NORTHEASTERLY, SOUTHERLY, SOUTHWESTERLY, AND NORTHERLY, ALONG THE EASTERLY LINE OF SAID PLAT OF SHEARWATER PHASE 1, RUN THE FOLLOWING TWENTY-ONE (21) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 59°12'32" EAST, 49.69

FEET; COURSE NO. 2: SOUTH 81°36'49" EAST, 87.53 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; COURSE NO. 3: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 77.00 FEET, AN ARC DISTANCE OF 141.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°28'02" EAST, 122.37 FEET; COURSE NO. 4: NORTH 44°05'18" EAST, 5.00 FEET; COURSE NO. 5: NORTH 87°40'48" EAST, 113.60 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; COURSE NO. 6: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 182.00 FEET, AN ARC DISTANCE OF 164.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 05°28'51" WEST, 159.00 FEET; COURSE NO. 7: SOUTH 31°22'51" WEST, 112.99 FEET; COURSE NO. 8: SOUTH 58°37'09" EAST, 48.13 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 9: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 92.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°42'04" EAST, 85.15 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 10: SOUTH 23°13'00" WEST, 45.45 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 11: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 13.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°41'50" WEST, 13.38 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 12: SOUTH 07°49'19" EAST, 50.35 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 13: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 106.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°48'36" WEST, 97.68 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 14: SOUTH 73°26'30" WEST, 27.85 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 15: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 26.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°06'56" WEST, 25.25 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 16: SOUTH 12°47'22" WEST, 136.16 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 17: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 10.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°13'29" WEST, 10.02 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 18: SOUTH 10°20'24" EAST, 54.54 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 19: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 53.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°13'16" WEST, 52.68 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 20: SOUTH 30°46'55" WEST, 85.20 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 21: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 57.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°41'24" WEST, 55.97 FEET, TO THE EASTERLY LINE OF THE PLAT OF SHEARWATER PHASE 1B EAST, AS RECORDED IN MAP BOOK 82, PAGES 37 THROUGH 43, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG THE EASTERLY LINE OF SAID PLAT OF SHEARWATER PHASE 1B WEST, RUN THE FOLLOWING SIX (6)

COURSES AND DISTANCES: COURSE NO. 1: SOUTH 29°46'13" EAST, 71.74 FEET; COURSE NO. 2: SOUTH 03°00'48" EAST, 516.50 FEET; COURSE NO. 3: SOUTH 07°13'08" EAST, 612.87 FEET; COURSE NO. 4: SOUTH 22°33'39" EAST, 51.70 FEET; COURSE NO. 5: SOUTH 05°13'05" EAST, 209.13 FEET; COURSE NO. 6: SOUTH 04°18'34" EAST, 330.70 FEET, TO THE EASTERLY LINE OF AFORESAID PLAT OF SHEARWATER PHASE 1; THENCE SOUTHEASTERLY, SOUTHERLY, AND WESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 54°57'40" EAST, 254.73 FEET; COURSE NO. 2: SOUTH 00°00'00" EAST, 182.01 FEET; COURSE NO. 3: NORTH 90°00'00" WEST, 300.07 FEET, TO THE EASTERLY LINE OF THE PLAT OF SHEARWATER PHASE 2A, AS RECORDED IN MAP BOOK 89, PAGES 1 THROUGH 17, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE SOUTH 46°36'26" WEST, ALONG LAST SAID LINE, 418.62 FEET, TO THE EASTERLY LINE OF THE PLAT OF SHEARWATER PHASE 2B, AS RECORDED IN MAP BOOK 93, PAGES 9 THROUGH 17, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE EASTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 88°15'40" EAST, 79.67 FEET; COURSE NO. 2: SOUTH 13°38'23" WEST, 770.61 FEET; COURSE NO. 3: SOUTH 20°57'24" WEST, 783.57 FEET, TO THE EASTERLY LINE OF THE PLAT OF SHEARWATER PHASE 2E, AS RECORDED IN MAP BOOK 102, PAGES 85 THROUGH 94, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE SOUTHERLY, EASTERLY AND SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 18°53'12" WEST, 238.33 FEET; COURSE NO. 2: SOUTH 71°06'48" EAST, 191.08 FEET; COURSE NO. 3: SOUTH 08°18'36" EAST, 627.26 FEET; COURSE NO. 4: SOUTH 15°27'00" WEST, 403.81 FEET; COURSE NO. 5: SOUTH 34°58'41" WEST, 1304.14 FEET, TO THE EASTERLY LINE OF THE PLAT OF SHEARWATER PHASE 2D, AS RECORDED IN MAP BOOK 101, PAGES 16 THROUGH 34, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY, SOUTHERLY AND WESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 55°40'21" EAST, 167.08 FEET; COURSE NO. 2: SOUTH 00°55'54" WEST, 95.23 FEET; COURSE NO. 3: SOUTH 78°35'26" WEST, 451.13 FEET; THENCE SOUTH 66°01'22" EAST, 346.03 FEET; THENCE SOUTH 02°24'52" EAST, 300.49 FEET; THENCE SOUTH 13°23'42" WEST, 1277.38 FEET; THENCE SOUTH 02°50'31" EAST, 1229.48 FEET; THENCE NORTH 89°08'38" EAST, 740 FEET, MORE OR LESS, TO THE CENTERLINE OF TROUT CREEK; THENCE NORTHERLY, ALONG SAID CENTERLINE OF TROUT CREEK, AND THE MEANDERINGS THEREOF, 11,400 FEET, MORE OR LESS TO THE AFORESAID NORTHERLY LINE OF SECTION 26; THENCE NORTH 89°14'47" WEST, ALONG LAST SAID LINE, 105 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING A NET ACREAGE OF 139 ACRES, MORE OR LESS.

CDD CONVEYANCE PARCEL NO. 2

A PORTION OF SECTION 27, TOGETHER WITH A PORTION OF SECTION 41, THE FRANCIS BRADY GRANT, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTHWESTERLY CORNER OF THE PLAT OF SHEARWATER PHASE 1B WEST, AS RECORDED IN MAP BOOK 81, PAGES 61 THROUGH 79, INCLUSIVE OF THE

PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 21°03'06" WEST, ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1287, PAGE 801, OF SAID PUBLIC RECORDS, 1202.88 FEET; THENCE SOUTH 43°03'49" EAST, 306.59 FEET; THENCE SOUTH 29°25'29" EAST, 436.22 FEET; THENCE SOUTH 07°55'53" WEST, 71.57 FEET; THENCE SOUTH 24°37'27" WEST, 25.03 FEET; THENCE SOUTH 45°54'34" WEST, 38.16 FEET; THENCE SOUTH 65°33'22" WEST, 37.77 FEET; THENCE SOUTH 19°00'53" WEST, 396.19 FEET; THENCE SOUTH 29°09'03" EAST, 988.63 FEET; THENCE SOUTH 30°30'54" WEST, 260.39 FEET; THENCE SOUTH 08°17'54" EAST, 216.44 FEET; THENCE SOUTH 11°37'05" EAST, 35.05 FEET; THENCE SOUTH 01°11'36" EAST, 52.49 FEET; THENCE SOUTH 12°22'51" EAST, 145.75 FEET; THENCE SOUTH 01°33'44" EAST, 191.04 FEET; THENCE SOUTH 03°06'39" EAST, 159.96 FEET; THENCE SOUTH 21°32'18" EAST, 135.59 FEET; THENCE SOUTH 71°50'12" EAST, 207.23 FEET; THENCE SOUTH 04°29'44" WEST, 237.92 FEET; THENCE NORTH 72°59'42" EAST, 105.28 FEET, TO THE WESTERLY LINE OF THE PLAT OF SHEARWATER PHASE 3A, AS RECORDED IN MAP BOOK 107, PAGES 65 THROUGH 79, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE NORTH 12°40'40" WEST, ALONG LAST SAID LINE, 6.37 FEET; THENCE NORTH 21°51'22" EAST, CONTINUING ALONG LAST SAID LINE AND ALONG THE WESTERLY LINE OF THE PLAT OF SHEARWATER PHASE 2D, AS RECORDED IN MAP BOOK 101, PAGES 16 THROUGH 34, INCLUSIVE, OF SAID PUBLIC RECORDS, 1748.04 FEET, TO THE WESTERLY LINE OF THE PLAT OF SHEARWATER PHASE 2C, AS RECORDED IN MAP BOOK 96, PAGES 40 THROUGH 52, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE NORTHEASTERLY AND EASTERLY, ALONG THE WESTERLY LINE OF SAID PLAT OF SHEARWATER PHASE 2C, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 26°24'11" EAST, 394.84 FEET; COURSE NO. 2: NORTH 69°24'40" EAST, 311.11 FEET; COURSE NO. 3: NORTH 58°52'56" EAST, 906.14 FEET, TO THE WESTERLY LINE OF THE PLAT OF SHEARWATER PHASE 2A, AS RECORDED IN MAP BOOK 89, PAGES 1 THROUGH 17, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE NORTHERLY AND NORTHEASTERLY, ALONG THE WESTERLY LINE OF SAID PLAT OF SHEARWATER PHASE 2A, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 22°08'34" WEST, 626.21 FEET; COURSE NO. 2: NORTH 47°38'21" EAST, 401.28 FEET; COURSE NO. 3: NORTH 09°25'30" EAST, 476.76 FEET, TO THE SOUTHERLY LINE OF THE PLAT OF SHEARWATER PHASE 1, AS RECORDED IN MAP BOOK 76, PAGES 16 THROUGH 38, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID PLAT OF SHEARWATER PHASE 1, RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 57°52'40" WEST, 54.21 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 2: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 19.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°41'01" WEST, 19.41 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 3: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 400.00 FEET, AN ARC DISTANCE OF 379.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°40'55" WEST, 365.58 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: SOUTH 89°52'27" WEST, 17.70 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; COURSE NO. 5: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 739.49 FEET, AN ARC DISTANCE OF 197.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 82°27'34" WEST, 197.30 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 6: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE

NORTHEASTERLY, HAVING A RADIUS OF 245.00 FEET, AN ARC DISTANCE OF 130.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°32'00" WEST, 128.97 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 7: NORTH 45°55'54" WEST, 163.66 FEET; COURSE NO. 8: NORTH 32°59'28" WEST, 90.00 FEET, TO THE SOUTHERLY LINE OF AFORESAID PLAT OF SHEARWATER PHASE 1B WEST; THENCE SOUTHWESTERLY, NORTHWESTERLY, AND WESTERLY, ALONG THE SOUTHERLY LINE OF SAID PLAT OF SHEARWATER PHASE 1B WEST, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: THENCE SOUTH 57°00'32" WEST, 164.53 FEET; COURSE NO. 2: NORTH 52°45'43" WEST, 360.04 FEET; COURSE NO. 3: NORTH 55°12'35" WEST, 527.38 FEET; COURSE NO. 4: NORTH 80°50'48" WEST, 850.63 FEET, TO THE POINT OF BEGINNING.

CONTAINING 155.30 ACRES, MORE OR LESS.

CDD CONVEYANCE PARCEL 3

A PORTION OF TRACTS 5 AND 6, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 1, AS RECORDED IN MAP BOOK 76, PAGES 16 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF THE PLAT OF SHEARWATER PHASE 1C, AS RECORDED IN MAP BOOK 92, PAGES 69 THROUGH 72, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE SOUTHWESTERLY, SOUTHERLY, WESTERLY, NORTHWESTERLY,, SOUTHEASTERLY, AND EASTERLY, ALONG THE WESTERLY LINE OF SAID PLAT OF SHEARWATER PHASE 1C, RUN THE FOLLOWING TWELVE (12) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 31°58'59" WEST, 64.20 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 31°58'59" WEST, 15.80 FEET; COURSE NO. 3: SOUTH 00°36'49" EAST, 4.83 FEET; COURSE NO. 4: SOUTH 79°37'24" WEST, 111.33 FEET; COURSE NO. 5: NORTH 46°09'32" WEST, 114.81 FEET; COURSE NO. 6: SOUTH 62°42'15" WEST, 70.00 FEET; COURSE NO. 7: SOUTH 27°17'45" EAST, 97.33 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; COURSE NO. 8: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 87.00 FEET, AN ARC DISTANCE OF 84.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°38'56" WEST, 81.06 FEET; COURSE NO. 9: SOUTH 70°35'37" WEST, 96.23 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 10: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 182.00 FEET, AN ARC DISTANCE OF 179.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°20'39" EAST, 172.27 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 11: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 341.40 FEET, AN ARC DISTANCE OF 184.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°03'59" EAST, 182.19 FEET; COURSE NO. 12: NORTH 79°37'24" EAST, 59.94 FEET; THENCE SOUTH 03°03'14" EAST, 15.81 FEET; THENCE SOUTH 03°13'12" EAST, 69.18 FEET; THENCE SOUTH 03°34'35" EAST, 160.31 FEET; THENCE NORTH 90°00'00" WEST, 267.10 FEET, TO THE WESTERLY LINE OF AFORESAID

PLAT OF SHEARWATER PHASE 1; THENCE NORTH 37°38'14" WEST, ALONG LAST SAID LINE, 610.04 FEET, TO THE NORTHWESTERLY LINE OF AFORESAID TRACT 5; THENCE NORTH 60°13'33" EAST, ALONG LAST SAID LINE, 561.39 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 455.00 FEET, AN ARC DISTANCE OF 183.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°21'18" EAST, 182.68 FEET; THENCE SOUTH 01°25'38" EAST, 61.02 FEET, TO THE POINT OF BEGINNING.

CONTAINING 4.95 ACRES, MORE OR LESS.

CDD CONVEYANCE PARCEL 4

A PORTION OF TRACTS 5 AND 6, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 1, AS RECORDED IN MAP BOOK 76, PAGES 16 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST EASTERLY CORNER OF THE PLAT OF SHEARWATER PHASE 1C, AS RECORDED IN MAP BOOK 92, PAGES 69 THROUGH 72, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE SOUTHWESTERLY AND WESTERLY, ALONG THE SOUTHERLY LINE OF SAID PLAT OF SHEARWATER PHASE 1C, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 26°24'03" WEST, 25.00 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 26°24'03" WEST, 52.73 FEET; COURSE NO. 3: SOUTH 53°54'28" WEST, 184.84 FEET; COURSE NO. 4: SOUTH 79°37'24" WEST, 142.58 FEET; THENCE SOUTH 02°39'47" EAST, 25.10 FEET; THENCE SOUTH 05°01'22" EAST, 224.51 FEET; THENCE NORTH 90°00'00" EAST, 245.49 FEET; THENCE SOUTH 00°00'00" EAST, 15.00 FEET; THENCE NORTH 90°00'00" EAST, 22.67 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 23.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°45'34" EAST, 23.84 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 68.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°01'22" EAST, 68.03 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 46°48'51" EAST, 33.58 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 44.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°55'29" EAST, 43.89 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 39.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°00'38" EAST, 39.21 FEET; THENCE NORTH 56°21'45" WEST, 26.29 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC

OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 25.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°19'30" EAST, 25.29 FEET; THENCE SOUTH 56°21'45" EAST, 25.00 FEET; THENCE NORTH 34°09'15" EAST, 131.80 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 36.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°18'20" EAST, 34.84 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 32.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 31°40'42" WEST, 32.06 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 37°48'50" WEST, 39.62 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 360.00 FEET, AN ARC DISTANCE OF 79.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°18'14" WEST, 78.95 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 63°35'57" WEST, 150.20 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3.65 ACRES, MORE OR LESS.

TAB 14

Prepared by and record and return to:

Ellen Avery-Smith, Esquire
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

RT: W3979-63379

Parcel No.: 010330-0040

Consideration: \$10.00

TEMPORARY CONSTRUCTION
AND ACCESS EASEMENT AGREEMENT
(Timberwolf Trail)

This **TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made as of this ____ day of _____, 2022, by and among **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (the “**County**”), in favor of **WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company, whose address is 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116 (“**WFC Ashford**”) and the **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government created pursuant to Section 190, Florida Statutes, whose address is c/o Rizzetta & Company, 2806 N. Fifth Street, Unit 403, St. Augustine, Florida 32084 (“**Trout Creek**”) (with the County, WFC Ashford and Trout Creek sometimes collectively referred to herein as the “**Parties**” or individually as a “**Party**”).

RECITALS:

WHEREAS, the County is the owner of certain real property located in St. Johns County, Florida and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**County Parcel**”).

WHEREAS, WFC Ashford is the owner of certain real property located adjacent to the County Parcel in St. Johns County, Florida (the “**WFC Lands**”).

WHEREAS, WFC Ashford and Trout Creek, the community development district in which the WFC Lands are located, desire to complete construction of a local roadway known as Timberwolf Trail adjacent to the western boundary of the County Parcel (the “**Improvements**”).

WHEREAS, in order to complete construction of the Improvements, WFC Ashford and Trout Creek require temporary construction access through a portion of the County Parcel, being more particularly described and depicted in **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**Temporary Easement Parcel**”).

WHEREAS, WFC Ashford and Trout Creek have requested that the County grant to Trout Creek, and the County has agreed to grant to Trout Creek, temporary access and construction easement rights over, upon and across the Temporary Easement Parcel for certain limited activities, subject to the terms and conditions set forth herein.

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, the Parties do hereby agree as follows:

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

2. Grant of Temporary Access Easement. The County does hereby grant to Trout Creek and WFC Ashford for purposes of vehicular and pedestrian ingress and egress by Trout Creek, WFC Ashford and their respective successors, assigns, employees, agents, contractors, subcontractors, tenants, invitees and licensees (all of the foregoing persons and entities, including, without limitation, Trout Creek and WFC Ashford are hereinafter referred to as the **“Permitted Parties”**), to and from the WFC Lands, a temporary, non-exclusive easement in, over, across, upon and through the Temporary Easement Parcel for the limited purpose of construction of the Improvements on the adjacent WFC Lands including, without limitation, grading to surface tie-ins to be located within the Temporary Easement Parcel. Trout Creek and WFC Ashford agree that if the County opens a recreation area or facilities on the County Parcel during the term of this Agreement, the applicable party shall provide to the County at least two (2) business days’ written notice prior to entering onto the Temporary Easement Parcel.

3. Temporary Construction Easement. The County hereby grants to the Permitted Parties, a temporary, non-exclusive construction easement over, under, through and across the Temporary Easement Parcel in connection with and for the purpose of the construction the Permitted Parties of the Improvements to be located within the WFC Lands in the location generally shown on the site plan attached hereto as **Exhibit “C”** and incorporated herein by this reference (the **“Site Plan”**). Such easement shall allow for the access of construction vehicles over the Temporary Easement Parcel and County Parcel as reasonably necessary to construct the Improvements; provided, Permitted Parties or governmental authorities performing the work contemplated hereunder shall use commercially reasonable efforts to minimize interference with the development and operation of the County Parcel and after completion of their work, shall regrade, grass and stabilize any access roads used within the County Parcel.

4. Term. The term of the Agreement and the foregoing temporary access and construction easements (**“Term”**) shall commence on the Effective Date and automatically expire and terminate upon the completion of the Improvements, without the need for further action on the part of either Party. Notwithstanding the foregoing, within fifteen (15) days of any written request delivered, the Parties agree to execute and record an instrument terminating this Agreement if so requested by either Party.

5. Maintenance and Use. Throughout the duration of construction of the Improvements, Trout Creek and WFC Ashford, in accordance with their respective work, shall keep the Temporary Easement Parcel in good condition and repair, excluding ordinary wear and tear and damage by the elements or by the County, or the County’s employees, contractors, agents and/or invitees. Trout Creek or WFC Ashford will repair any damage to the Temporary Easement Parcel, in accordance with its respective work, to the extent that such damage is caused by the Permitted Parties, respectively. Trout Creek and WFC Ashford shall not allow the Temporary Easement Parcel or County Parcel to be used for any unlawful purpose. Trout Creek

and WFC Ashford shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Temporary Easement Parcel and County Parcel for the purposes granted herein.

6. Indemnification. WFC Ashford and Trout Creek hereby agree to indemnify, defend and hold harmless the County and their respective officers, directors and members, and its respective heirs, successors and assigns, from and against any and all claims, actions, demands, losses, costs (including, without limitation, court costs), expenses (including, without limitation, attorney's fees), liability (joint or several), penalties or other damages, arising out of or in connection with its construction of the Improvements, use of the temporary easements or any breach of Trout Creek or WFC Ashford's respective obligations contained in this Agreement.

7. Modification. The Parties hereto agree that this Agreement constitutes the entire agreement between the Parties with respect to the temporary easements and obligations established herein, and any oral agreements or understandings are hereby merged into this Agreement. This Agreement may be amended or terminated only by an instrument in writing and signed by the Parties or their respective successors or assigns.

8. Covenant Running with the Land. The Agreement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon the County Parcel and binding upon and inuring to the benefit of the WFC Lands.

9. Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

10. Complete Agreement. This Agreement represents the complete and integrated agreement of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements.

11. Governing Law. This Agreement shall be interpreted under and governed by the laws of the State of Florida.

12. Counterparts. This instrument may be executed in counterparts, each of which shall constitute an original and together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, FLORIDA, a
political subdivision of the State of Florida

_____ By: _____

Printed: _____ Name: _____

_____ Its: _____

Printed: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2022 by _____, as _____ of the County of St. Johns County, Florida on behalf of the County. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

Printed _____
Notary Public, State and county aforesaid
Commission no.: _____
My commission expires: _____
(Notarial Seal)

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

WFC ASHFORD MILLS OWNER VII, L.L.C., a Delaware limited liability company

By: WFC Ashford Mills Holdings JV VII, L.L.C., a Delaware limited liability company, Its Sole Member

By: FCA Ashford, LLC, a Delaware limited liability company its Administrative Member

By: _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me by means of (check one) ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, of FCA Ashford, LLC, a Delaware limited liability company, as Administrative Member of WFC Ashford Mills Holdings JV VII, L.L.C., a Delaware limited liability company, as Sole Member of WFC Ashford Mills Owner VII, L.L.C., a Delaware limited liability company, on behalf of the company, who is (check one) ☐ is personally known to me or ☐ has produced a valid driver's license as identification.

Printed _____
Notary Public, State and county aforesaid
Commission no.: _____
My commission expires: _____
(Notarial Seal)

Signed, sealed and delivered
in the presence of:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

_____ By: _____

Printed: _____ Name: _____

_____ Its: _____

Printed: _____

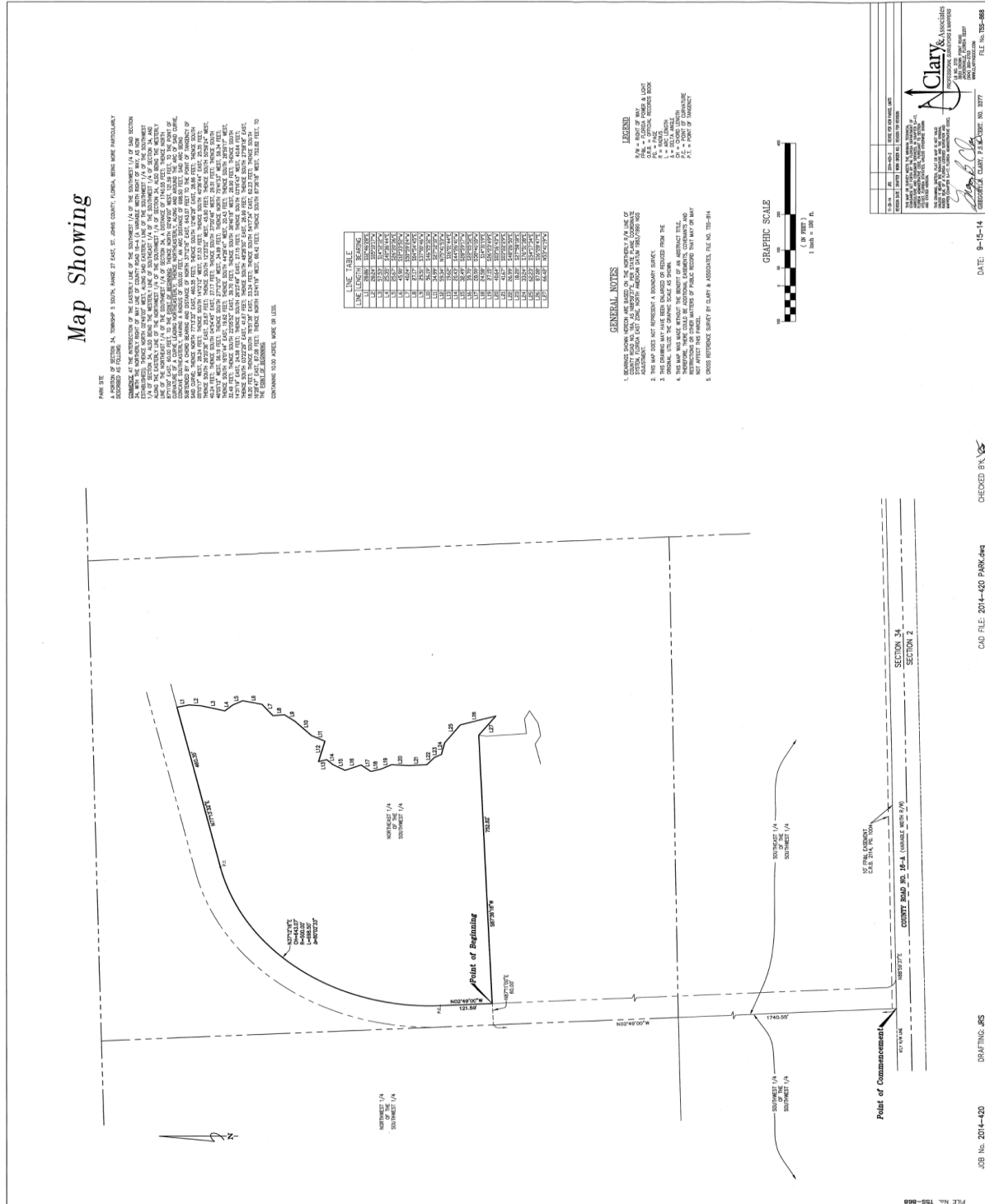
STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence
or __ online notarization, this _____ day of _____, 2022 by, _____
_____, as _____ of Trout Creek Community Development District, a local
unit of special-purpose government created pursuant to Chapter 190, Florida Statutes, on behalf
of the district. He/She ☐ is personally known to me or ☐ has produced _____ as
identification.

Printed _____
Notary Public, State and county aforesaid
Commission no.: _____
My commission expires: _____
(Notarial Seal)

County Parcel



PARK SITE

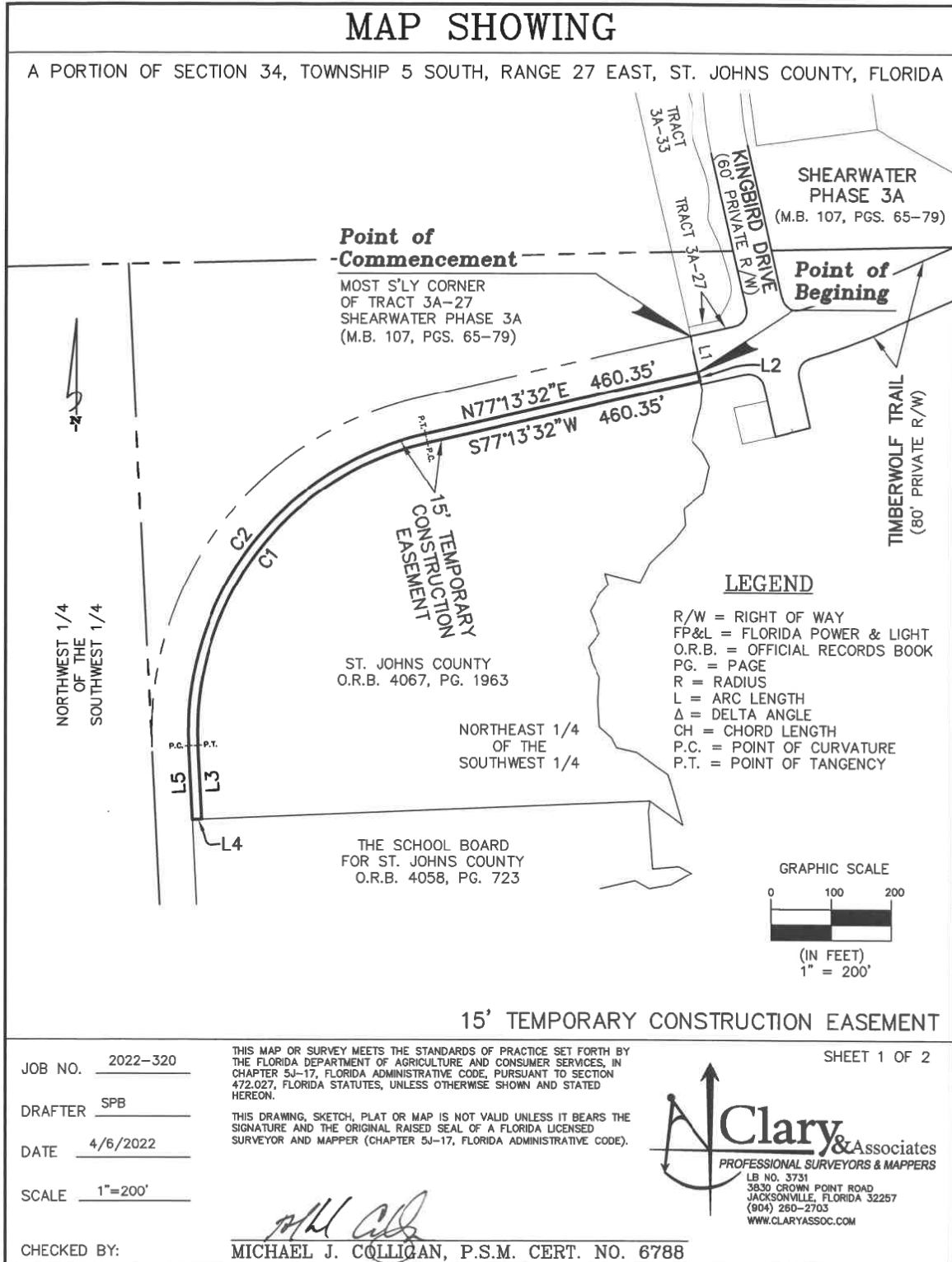
A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 16-A (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 02°49'00" WEST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, ALSO BEING THE WESTERLY LINE OF SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, AND ALONG THE EASTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, ALSO BEING THE WESTERLY LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, A DISTANCE OF 1740.55 FEET; THENCE NORTH 87°11'00" EAST, 60.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 02°49'00" WEST, 121.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 698.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°12'16" EAST, 643.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 77°13'32" EAST, 460.35 FEET; THENCE SOUTH 12°46'28" EAST, 28.86 FEET; THENCE SOUTH 05°10'17" WEST, 28.24 FEET; THENCE SOUTH 14°12'12" WEST, 57.53 FEET; THENCE SOUTH 40°36'44" EAST, 25.35 FEET; THENCE SOUTH 26°20'36" EAST, 25.67 FEET; THENCE SOUTH 12°33'52" WEST, 45.90 FEET; THENCE SOUTH 50°59'24" WEST, 40.24 FEET; THENCE SOUTH 04°54'45" EAST, 27.17 FEET; THENCE SOUTH 37°00'46" WEST, 29.51 FEET; THENCE SOUTH 46°05'12" WEST, 56.19 FEET; THENCE SOUTH 27°12'10" WEST, 34.99 FEET; THENCE NORTH 75°41'53" WEST, 59.34 FEET; THENCE SOUTH 16°01'44" EAST, 19.62 FEET; THENCE SOUTH 44°26'41" WEST, 20.43 FEET; THENCE SOUTH 28°59'17" WEST, 32.49 FEET; THENCE SOUTH 22°05'52" EAST, 39.70 FEET; THENCE SOUTH 38°46'18" WEST, 28.90 FEET; THENCE SOUTH 14°31'19" EAST, 24.58 FEET; THENCE SOUTH 26°23'49" EAST, 27.15 FEET; THENCE SOUTH 03°16'43" WEST, 40.64 FEET; THENCE SOUTH 03°22'29" EAST, 41.67 FEET; THENCE SOUTH 48°26'50" EAST, 26.99 FEET; THENCE SOUTH 27°58'18" EAST, 18.20 FEET; THENCE SOUTH 76°51'38" EAST, 33.24 FEET; THENCE SOUTH 54°17'34" EAST, 62.23 FEET; THENCE SOUTH 16°28'47" EAST, 87.08 FEET; THENCE NORTH 53°41'19" WEST, 66.42 FEET; THENCE SOUTH 87°36'18" WEST, 752.82 FEET, TO THE POINT OF BEGINNING.

CONTAINING 10.00 ACRES, MORE OR LESS.

EXHIBIT "B"

Temporary Easement Parcel



MAP SHOWING

15 FOOT TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF THE TRACT 3A-27, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 3A, AS RECORDED IN MAP BOOK 107, PAGES 65 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 12°46'28" EAST, ALONG THE WESTERLY TERMINUS OF TIMBERWOLF TRAIL, AN 80 FOOT RIGHT OF WAY, AS SHOWN ON SAID PLAT OF SHEARWATER PHASE 3A, 60.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 12°46'28" EAST, ALONG SAID WESTERLY TERMINUS OF TIMBERWOLF TRAIL, 15.00 FEET; THENCE SOUTH 77°13'32" WEST, 460.35 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 485.00 FEET, AN ARC DISTANCE OF 677.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°12'16" WEST, 623.78 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 02°49'00" EAST, 121.70 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4067, PAGE 1963, OF SAID PUBLIC RECORDS; THENCE SOUTH 87°36'18" WEST, ALONG LAST SAID LINE, 15.00 FEET, TO THE WESTERLY LINE OF LAST SAID LANDS; THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ALONG THE WESTERLY AND NORTHERLY LINE OF LAST SAID LANDS, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 02°49'00" WEST, 121.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 2: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 698.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°12'16" EAST, 643.07 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 77°13'32" EAST, 460.35 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.44 ACRES FEET, MORE OR LESS.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	485.00'	677.55'	80°02'33"	S37°12'16"W	623.78'
C2	500.00'	698.50'	80°02'33"	N37°12'16"E	643.07'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S12°46'28"E	60.00'
L2	S12°46'28"E	15.00'
L3	S02°49'00"E	121.70'
L4	S87°36'18"W	15.00'
L5	N02°49'00"W	121.59'

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY TERMINUS OF TIMBERWOLF TRAIL, AS S12°46'28"E, PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 NGS ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE, THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT AFFECT THIS PARCEL.
5. CROSS REFERENCE SURVEY BY CLARY & ASSOCIATES, FILE NO. T5S-814

15' TEMPORARY CONSTRUCTION EASEMENT

JOB NO. 2022-320
 DRAFTER SPB
 DATE 4/6/2022
 SCALE 1"=200'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

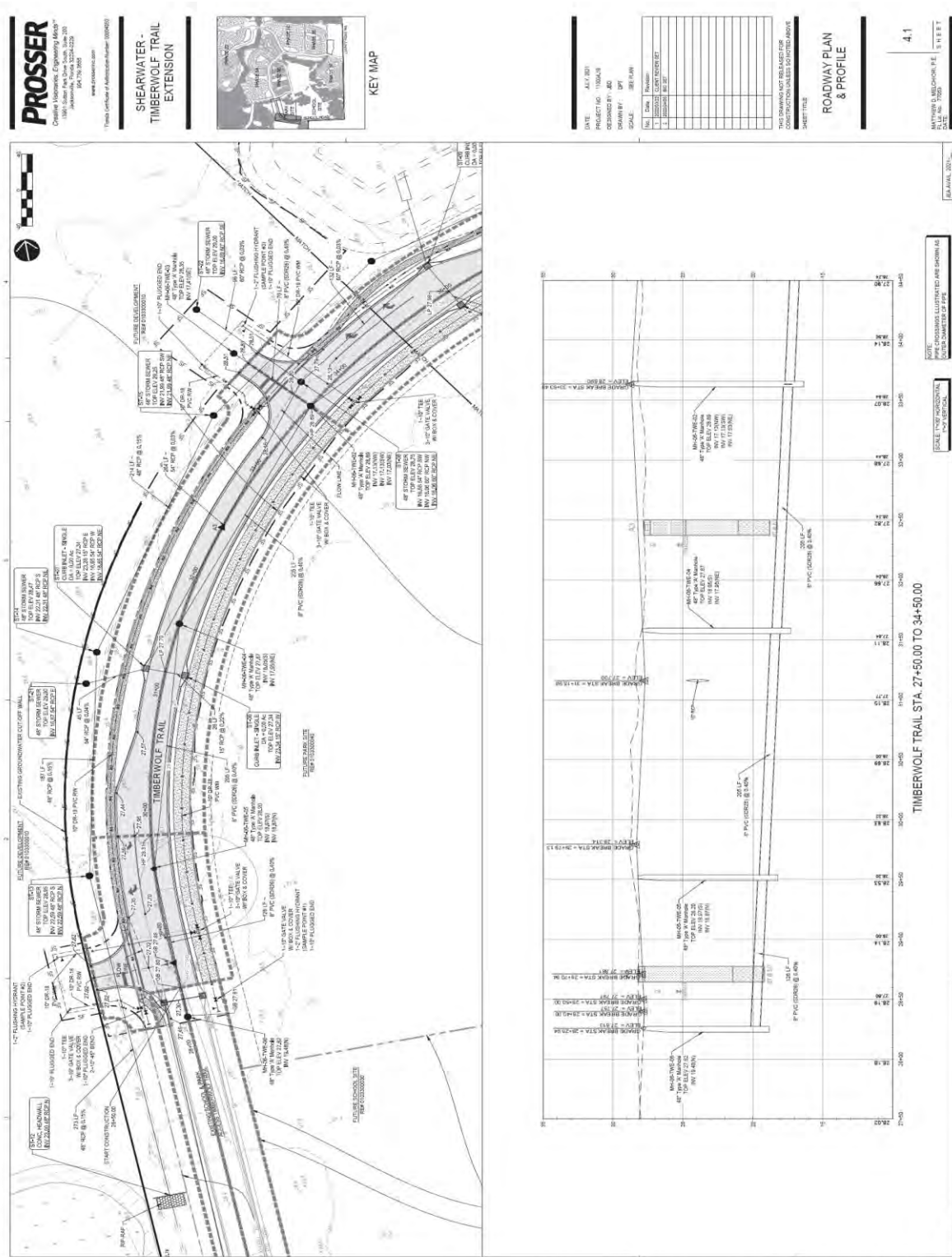
THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

CHECKED BY:  MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788



SHEET 2 OF 2

Site Plan



SHEARWATER -
TIMBERWOLF TRAIL
EXTENSION



KEY MAP

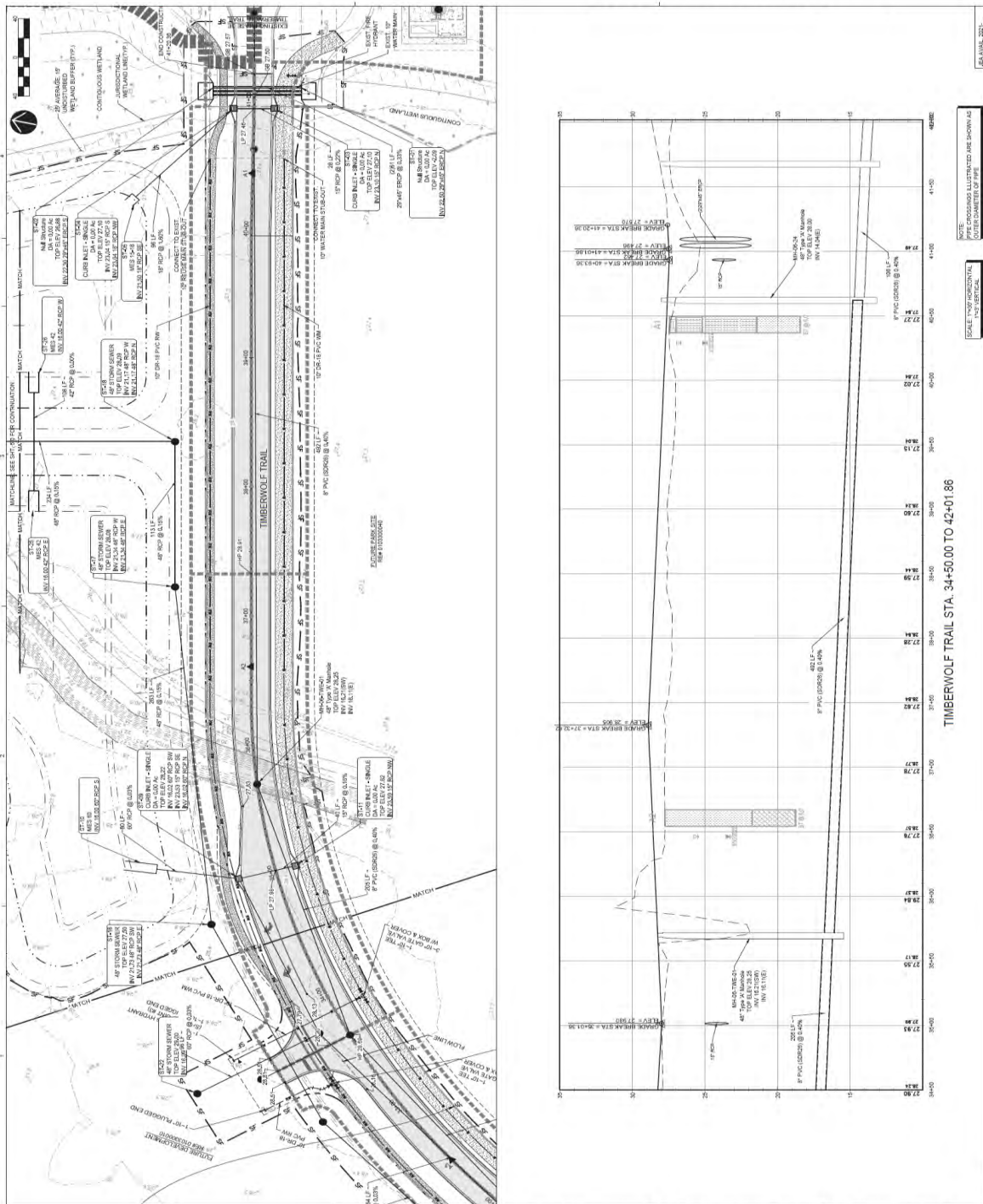
[illegible]

THIS DRAWING NOT RELEASED FOR
CONSTRUCTION UNLESS SO NOTED ABOVE

ROADWAY PLAN
& PROFILE

4.2

— SHEET —
MATTHEW D. MELCHIOR, P.E.
Lic. No. 77053
DATE:



TAB 15

This contract provides for re-treatment of a structure and the repair of damages caused by wood destroying organisms within the limits stated in this contract.



**SENTRICON* SYSTEM SERVICE AGREEMENT
DAMAGE REPAIR & RETREAT GUARANTEE**

☒ Eastern Subterranean Termites
☒ Formosan Termites

Trout Creek CCD

3434 Colwell Ave Suite 200

Account Name - First Middle Initial Last

144 Kayak Way

Billing Address

Tampa, Fl. 33614

Service Address

St. Augustine, Fl. 32092

City

State

Zip Code

City

State

Zip Code

(904)436-6270

Billing Phone:

☒ Office

(904)342-3737

cddinvoice@rizzetta.com

Best Contract Number

Other

Email Address

- **TYPE OF STRUCTURE:** ☐ RESIDENTIAL.....☒ COMMERCIAL.....☐ MULTI-UNIT: BLDGS. #:
• **STRUCTURES FOR SERVICE:** ☐ MAIN DWELLING.....☒ OTHER: Fitness Center
• **TYPE OF INITIAL TREATMENT:**☒ POST-CONSTRUCTION.....☐ NEW-CONSTRUCTION.....☒ OTHER:
• **LOCATION OF NOTICE OF SERVICE:** ☐ N/A.....☐ ATTIC.....☐ CRAWL.....☒ OTHER: Electric panel
• **PURPOSE OF SERVICE:** ☒ PREVENTION.....☐ PRESUMPTIVE EVIDENCE.....☐ EXISTING INFESTATION

INITIAL INVESTMENT All discounts applied

Initial Cost.....\$ 1,100.00

Other Fees.....\$

Advanced Renewal Fee.....\$

Sales Tax.....\$

TOTAL INITIAL COST.....\$ 1,100.00

METHOD OF PAYMENT

☐ CHECK ☐ CASH ☐ AMEX ☐ M/C ☐ VISA ☐ DISC

Renewal Maintenance Fee.....\$ 549.00

Renewal Frequency.....☐ Monthly ☐ Quarterly ☒ Annually

UPON RECEIVING FULL PAYMENT AND COMPLETING THE INITIAL SERVICE THE COMPANY WILL PROVIDE A DAMAGE REPAIR & RETREAT GUARANTEE FOR TERMITES AS SPECIFIED AND DESCRIBED IN THE PROVISIONS, TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS AGREEMENT, WHICH WILL PROVIDE A DETAILED EXPLANATION OF THE GUARANTEE ALONG WITH ALL DISCLAIMERS, LIMITATIONS, CONDITIONS OR EXCLUSIONS.

SERVICE PROVISIONS

NADER'S PEST RAIDERS (The Company) is authorized by Dow AgroSciences LLC, to install the Sentricon* Colony Elimination System and conduct associated service and treatment protocols for customer. The Sentricon* System allows for servicing bait treatment for subterranean termites with Recruit* an insect growth regulator containing the active ingredient Noviflumuron.

The Customer appreciates that subterranean termite control is not immediate. Specifically, control and/or colony elimination may take several months. Customer understands that the inherently "delayed" action of the insect growth regulator is necessary to defeat avoidance behavior by foraging subterranean termites. The Company shall provide the following termite control services to Customer under this agreement:

- 1 Initial inspection of applicable structures and grounds and installation of in-ground bait stations around the perimeter of the structure at the Company's discretion
- 2 Servicing of stations by the Company Service Representatives, commencing with the installation of the system. All stations will be serviced within the guidelines as specified under the most current material label standards.
- 3 Application of Recruit* termite bait in stations. The Company may install additional stations and/or modify existing stations at its discretion and in compliance with all label and labeling directions
- 4 Periodically inform the Customer of any new or increased termite activity noted at any of the stations during any of the routine inspections.
- 5 Upon achieving colony elimination, the Company will provide for repairs of new subterranean termite damage as set forth in the provisions, terms and conditions of this agreement. The guarantee is effective immediately upon installation on structures which have no present or past termite activity or on those structures which receive a treatment specifically designed by the Company to control live termites directly, performed at or near the time of the installation of Sentricon stations.

As compensation for services rendered or to be rendered under this agreement, the Customer shall pay the Company an installation fee and maintenance fee, as specified, upon signing the agreement. This agreement and guarantee may be renewed for life by paying the annual Renewal Maintenance Fee on a consecutive basis. Failure to pay consecutive Renewal Maintenance Fees will render this agreement and guarantee null and void. After the first year, adjustments to the Renewal Maintenance Fee may be made annually by the Company giving the Customer a minimum of thirty days notice regarding the new rate. This guarantee is transferable to a subsequent owner provided that the Renewal Maintenance Fee is paid on a consecutive basis from the time of the initial installation.

Customer agrees not to move, open, handle or damage Sentricon* stations, bait devices or any other parts of the system. Tampering with such components may compromise the efficacy of the system and shall constitute a basis for terminating this agreement. The Customer may be responsible for the cost of replacement or repair of any damaged or missing bait stations that were not damaged or removed by the Company and/or its agent. The bait stations and associated materials (Sentricon* Components) provided by the Company are and shall remain the exclusive property of Dow AgroSciences LLC. Customer understands that he does not acquire any ownership interest or title to such components and that upon termination of this agreement for any cause whatsoever, the Company and/or Dow AgroSciences LLC are hereby authorized to remove all such components.

The guarantee in this agreement is in lieu of all other guarantees and warranties, expressed and implied, including the warranties of merchantability and fitness for a particular purpose. The customer is entitled to a copy of any treatment specifications, customer preparation sheets, checklists and any applicable release forms. All specifications and special circumstances have been fully explained to me.

THE COMPANY

Jason Longo

Company Representative

193 San Marco Ave St. Augustine, Fl. 32084

Company Address

City

State

Zip Code

(904) 671-8240

Company Phone

Office Fax Line

Manager's Signature

Date: ____ / ____ / ____

TO THE PROPERTY OWNER OR PROPERTY MANAGER:

If this is a home solicitation you may cancel this agreement by providing written notice to the seller in person or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller cannot keep any part of a cash down payment. You are entitled to and should receive an exact executed copy of this agreement. This agreement is contingent on the approval of the service center manager.

Accepted By: _____

☒ Owner/Buyer ☐ Authorized Agent Date: 6 / 16 / 22

DAMAGE REPAIR AND RETREAT GUARANTEE FOR SUBTERRANEAN TERMITES

Subject to the Graph, Specifications, Service Provisions and the General Terms, Conditions, Limitations, Exclusions and Disclaimers listed herein, the Company issues this Damage Repair and Retreat Guarantee which provides repair for subterranean termite damage occurring after the original date of treatment as specified in section 5 under service provisions, provided however that live subterranean termites must be discovered in these areas; otherwise the damage will be considered old damage and not covered under this agreement and provided that:

- A. Damage Repairs:** Said damage occurs within the confines of the foundation walls of the structure. All adjacent areas, unless expressly identified, including, but not limited to, decks, components and supports, steps, stringer, hot tubs, cross tie walls and planters, interior wood facades and weathered walls which are expressly excluded from the Damage Repair Guarantee. Such areas outside the foundation walls and adjacent to the structure will be covered for retreatment only.
- B. Siding, Cellulose and Conductive Conditions:** It is the Company's policy that the Customer remove all synthetic stucco (EIFS) ** or other siding materials that are below the outside grade level, remove or insulate all wood/cellulose materials that are in direct contact with the ground, correct all conductive conditions that would allow target pest survive above the soil and repair all existing damage.
- C. Moisture Conditions:** It is the owner's responsibility to correct and repair moisture conditions in the structure that may allow target pest to survive in the structure without returning the soil. Moisture conditions include but are not limited to faulty plumbing, roof leaks, faulty gutters, downspouts and/or just drainage. Because such conditions may render certain treatments ineffective, the Company will approve additional treatment, when necessary, and will assume liability for those areas after the Customer has completed corrective measures. In no instance will it be the Company's responsibility for the repair of damage where the above conditions are permitted to exist.
- D. Claims:** All claims are reviewed and approved by the Company. No claim will be paid or reimbursement made to a Customer until a) The Company's personnel have had an opportunity to verify the evidence of Subterranean Termite Damage before any alteration or destruction; and b) the damage is either repaired by a authorized Company representative or agent, and/or approved for repair by such representative or agent.
- E. Renewal Fees:** This Guarantee is renewed by the Company receiving payment of the Renewal Maintenance Fee on or before the actual Renewal Date. The Company reserves the right to increase the Renewal Maintenance Fee after the first year, by giving the guarantee holder a minimum forty days notice of the new renewal rate. This guarantee is transferable to a subsequent owner provided the Renewal Maintenance Fee is paid on consecutive basis from the time of the actual installation.

GENERAL TERMS AND CONDITIONS LIMITATIONS, EXCLUSIONS AND DISCLAIMERS

- 1. TREATMENT STANDARDS:** In order to immediately address a known subterranean termite infestation, the Customer may at his discretion, employ the Company to provide conventional subterranean termite treatment and/or spot treatment for the purpose of mitigating immediate subterranean termite damage. Except as specified such measures are neither necessary nor detrimental to the effectiveness of the Sentricon® System.
- 2. NOTIFICATION REQUIREMENTS FROM THE CUSTOMER:** Although regular lawn and ornamental pest/disease applications will not generally interfere with the efficacy of the system, as an additional precaution, the Company requests notification of the conduct of such pesticide control services during the effective date of this agreement. Unless otherwise indicated advance notification is not required under this paragraph.
- 3. MONITORING STANDARDS:** Accordingly, during the term of this agreement the Company shall provide such additional treatment as may be reasonable and necessary in control and eradicate persistent subterranean termite infestation. It is specifically understood that a period of at least three months shall be allowed from date of installation before additional procedures will be required.
- 4. SUBTERRANEAN TERMITE CONTROL:** This service agreement and guarantee pertains only to subterranean termites as specified by the box checked on the reverse side of this agreement and does not apply nor is it intended to be effective against other insect pests, including but not limited to drywood termites, or other wood destroying insects and organisms.
- 5. ALTERNATIVE TREATMENT COMMITMENT:** If the Company, for any reason ceases to be authorized to install and/or service the Sentricon® System, the Company will:
 - a. so notify the Customer;
 - b. offer the Customer an alternative of either using a different form of subterranean termite treatment or terminate this agreement; (NOTE: Conventional liquid barrier methods of termite control may not offer an effective means of controlling certain termite adaptations in certain structures. In such event the Company may not be able to offer a different form of termite protection)
 - c. if the Customer and the Company agree on a different form of termite control or treatment the Company shall give the Customer a pro rata credit for services paid by, but not yet received which may be applied against conventional subterranean termite treatment costs;
 - d. if the Customer elects to discontinue this agreement and the Company cannot offer an effective different form of termite control, the Company shall refund to the Customer an amount equal to the fee paid for services not yet received.
- 6. PREMISES MADE AVAILABLE FOR INSPECTION:** The Company reserves the right to conduct additional inspections of the premises at an agreed upon time without charge to the customer. The Customer agrees to provide continuous access to the property during normal business hours at the Company's request.
- 7. STRUCTURAL MODIFICATIONS:** In the event Customer effectuates structural changes to the treated premises, disturbs the surrounding grounds and/or constructs additional structures on the premises including but not limited to decks, porches, swimming pools, tennis courts, Customer shall give the Company advance notice of such construction and shall agree to pay such additional amounts as are necessary to maintain the efficacy of the system for all structures on the premises. The Company may also require the Renewal Maintenance Fee in accordance with such additional structures or construction.
- 8. REMOVED OR DAMAGED STATIONS:** Customer shall promptly advise the Company in the event that any of the monitoring stations are damaged or removed for any reason so as to facilitate the repair or replacement of the same.
- 9. LIABILITY LIMITATIONS:** The Company's liability under this agreement shall be terminated should the Company be prevented from fulfilling its responsibilities under the terms of this agreement by reasons of acts of war, natural disaster, or the failure of government to provide compensation and release as required under this agreement.
- 10. NEXT GENERATION MATERIALS:** The Company reserves the right to substitute any upgraded or next generation products for Sentricon® should they become available. The most current label standards for upgraded or next generation products shall take precedence.
- 11. AMENDMENTS:** This agreement and guarantee constitute a complete resolution of all understandings and responsibilities between the parties and may not be altered or changed without the prior written consent of both parties. Any changes must be in the form of an addendum and approved in writing by the COMPANY. Amendments and changes made directly to this agreement will void the guarantee.
- 12. VALIDATION OF GUARANTEE:** This agreement is not valid unless actual work is performed and paid in full. A service fee of 1-2% interest may be added to the unpaid balance after 30 days. If Customer fails to pay for services this agreement shall terminate without privilege of reinstatement and the Company shall be released from all liability hereunder. If collection becomes necessary the Customer agrees to pay all costs of collection, including reasonable attorney fees.
- 13. DISCLAIMER FOR INSPECTION OF MOLD:** Customer agrees that the Company has not inspected for and is not qualified to inspect any surfaces, air or any other portion or member of the structure covered by this agreement for the presence of mold, mold like conditions or non wood destroying fungi (including but not limited to *Stachybotrys* spp.) and that the Company has no liability for inspection of this structure for same. The inspection for evaluation of or treatment for the presence of mold, mold like conditions or non wood destroying fungi should be referred to the appropriate mold professional or certified industrial hygienist chosen by the Customer.
- 14. DISCLAIMER FOR TREATMENT OF MOLD:** Customer agrees that the treatment contemplated by this agreement with the Company does not treat for or prevent mold, mold like conditions or non wood destroying fungi (including but not limited to *Stachybotrys* spp.) Accordingly Customer on behalf of themselves or their heirs, successors or assigns agrees that the Company shall have no liability for any personal injury or property damage arising from any exposure of any person to said molds, mold like conditions or non wood destroying fungi (including but not limited to *Stachybotrys* spp.). Any inspection for, evaluation of or treatment of molds, mold like conditions or non wood destroying fungi should be referred to and handled by an appropriate mold professional or certified industrial hygienist chosen by the Customer.
- 15. ARBITRATION:** It is understood and agreed that this is the entire agreement of the parties, and that the Company and the Customer are bound only by the terms and conditions of this agreement and not by any other representation, warranty or agreement, oral or otherwise. The Customer and the Company agree that any controversy or claim between them shall be settled by private binding arbitration or if agreeable to the parties, arbitration to be followed by arbitration except that should a settlement of the dispute, the parties shall submit their claim to a private arbitration or mediation provider. Any arbitrator shall have no authority to award any damages other than the actual monetary loss sustained. In no event shall the arbitrator have the authority to award any punitive or exemplary damages, treble or multiplied damages under any law or theory, damages for mental or emotional distress or any civil, or any costs or attorney's fees incurred by the parties.
- 16. INSURANCE:** The COMPANY is fully insured for the preceding services described in this Agreement. In addition, should this coverage is available from the COMPANY.

The Removal of the bait or baiting system may result in a lack of termite protection.

* Excludes all other Agribusiness LLC.

** Excludes all other Agribusiness LLC.



- ☐ Comprehensive Treatment
☐ Defined Treatment
☒ Sentricon* System

ADDRESS 144 Kayak Way

CITY St. Augustine

STATE FL.

ZIP CODE 32092

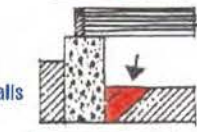
- ☐ 1. Remove all cellulose debris from crawl space
☐ 1-A. Haul cellulose debris from premises



- ☐ 2. Treat soil adjacent to foundation
☐ Trench
☐ Rod



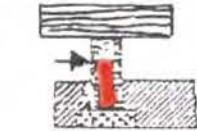
- ☐ 3. Treat soil adjacent to foundation walls



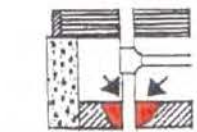
- ☐ 4. Treat soil adjacent to piers



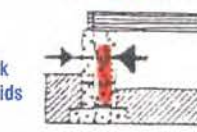
- ☐ 5. Drill & treat voids in piers



- ☐ 6. Treat soil adjacent to pipes



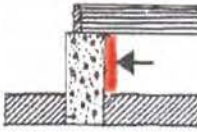
- ☐ 7. Drill & treat concrete block foundation voids



- ☐ 7-A. Treat foundation voids from above



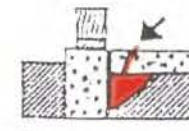
- ☐ 8. Scrape off termite shelter tunnels



- ☐ 9. Drill & treat brick veneer void



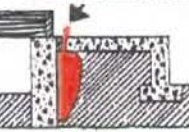
- ☐ 10. Treat inside perimeter of garage slab



- ☐ 10-A. Treat inside perimeter of garage by rodding from crawl



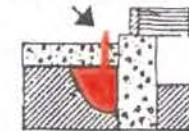
- ☐ 11. Rod & treat dirt filled area from above



- ☐ 12. Treat fireplace or chimney voids



- ☐ 13. Drill & treat exterior slab that abuts structure



- ☐ 14. Treat inside perimeter of slab from inside



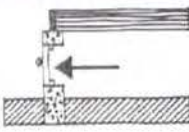
- ☐ 14-A. Drill & treat concrete basement floor



- ☐ 15. Treat expansion joints



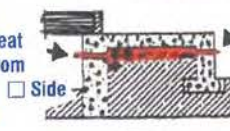
- ☐ 16. Provide access to crawl space



- ☐ 17. Remove form boards



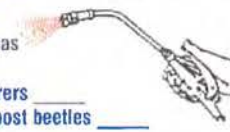
- ☐ 18. Rod & treat dirt fill from
☐ Rear ☐ Side ☐ Front



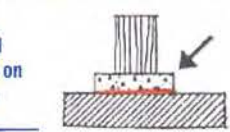
- ☐ 19. Drill & treat concrete capping at foundation wall in crawl



- ☐ 20. Treat areas for:
 wood borers
 powder post beetles



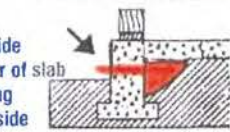
- ☐ 21. Set wood supports on concrete pads #



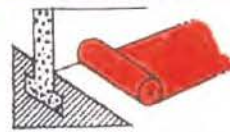
- ☐ 22. Break ground contact on step stringers #



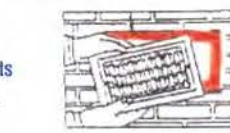
- ☐ 23. Treat inside perimeter of slab by rodding from outside



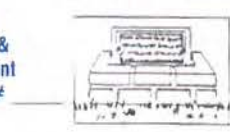
- ☐ 24. Install Vapor Barrier



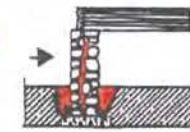
- ☐ 25. Install Auto Vents #



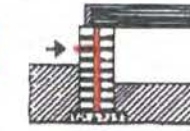
- ☐ 26. Prepare & install vent shields #



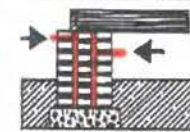
- ☐ 27. Drill & treat stone foundation voids



- ☐ 28. Drill & treat double brick foundation voids



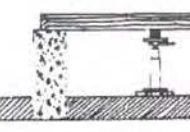
- ☐ 29. Drill & treat triple brick foundation voids



- ☐ 30. Rod & treat planter box



- ☐ 31. Install floor supports #



- ☐ 32. Install Inspection Panel



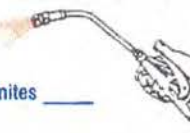
- ☐ 33. Treat entrances in slab-bathtub and sewer lines



- ☐ 34. Drill & treat along partition wall



- ☐ 35. Treat areas for:
 drywood termites



- ☐ 36. Prepare floor surface for drilling
☐ Tile ☐ Carpet
☐ Hardwood ☐ Terrazzo



- ☒ 37. ADDITIONAL INSTRUCTIONS Install sentricon stations around home. Recriut HD Noviflumuron 0.05%



Post Construction Wood Destroying Organism/Insect Treatment Checklist & Completion Certificate

Company Name: Nader's Pest Raiders
 Street Address: 193 San Marco Ave
 City, State, Zip: St. Augustine, Fl. 32084
 Phone #: (904) 671-8240 Date: 6-16-22

Customer Name: Trout Creek CCD
 Service Address: 144 Kayak Way
 City, State, Zip: St. Augustine, Fl. 32092
 Phone #: (904)342-3737 Date: 6-16-22

Service Information

☒ Sentricon Installation only ☐ Sentricon Installation w/limited liquid treatment ☐ EP/IST(Defined treatment) ☐ Comprehensive Liquid Treatment ☐ Moisture Control
☐ Drywood Alternative Treatment ☐ Wood treatment for Termites and/or Wood Boring Beetles ☐ Wood treatment for Wood Decay Fungi ☐ Crawl Space Encapsulation

Home Eval
 JL

Service Prof

Attention: Home Evaluators and Service Professionals:
Initial below in appropriate areas.

☐ No one home at time of service

Customers with E.I.F.S. or R.B.I. below grade have been advised that it is best practice to remediate the below grade conditions and that a secondary infestation could exist after treatment with a liquid or bait system installation

I have inquired whether any inhabitants are sensitive to odors or have respiratory conditions.

Customer has been advised that there may be some odor associated with liquid treatments

I have inquired about the customer's source of water (well, cistern, spring, city water, etc.) and discussed with them the location of any sub-slab HVAC ducts, radiant heat lines, french drains, electrical lines and other treatment issues and have noted these on the treatment graph.

I have inquired about customer installed service lines for items such as gas grills, outdoor kitchens, gas or electric lanterns, spas, pools, irrigation systems, outdoor buildings, etc. Any of the previous items have been noted on the treatment graph.

I have inspected the interior and exterior of the structure to locate any hollow stoops or porches, encapsulated/sealed crawl spaces, cracks in slabs or foundation walls, or unusual construction elements and noted these on the treatment graph

At the completion of treatment, the structure will meet state treatment standards. Yes () or No (). If no, appropriate state exception form signed by customer is attached to contract and graph

I have requested Utility Marking as required by appropriate local and/or state regulations (Bait systems only) and marking has been scheduled:

Date Scheduled: **Expiration Date:** **Reference #:**

I have performed a visual inspection for utility markings prior to any power augering or concrete/asphalt coring

All vertical drill holes have been plugged and patched to company standards.

I have inspected the entire structure. There was no spillage of product during the application procedure. I have cleaned and swept-up the treatment areas and left the property in a neat and orderly fashion.

All Sentricon stations are properly seated and flush with the surrounding grade

Time in: <u> </u> am / pm		Time out: <u> </u> am / pm		Date of Completion: <u> </u> / <u> </u> / <u> </u>	
Target Pest:	<u>1</u>	Other:			
Product(s) applied:	<u>220</u>	Method of Application:		<u>37</u>	
Sentricon: Linear Footage <u>380</u>		# of stations installed			
Recruit AG stations installed ea:		Location(s):			
Area Treated	Linear Footage	Rate of Application	Per foot of Depth	Total Gallons used	Wood Treatment:
Slab		4 gal/10 lf			Purpose of Treatment: ☐ Corrective ☐ Preventative
Exterior Trench		4 gal/10 lf			Stud wall application: Linear ft <u> </u> (x) height in inches <u> </u>
Interior Trench		4 gal/10 lf			Sub Floor application: Square Footage of floor space: <u> </u>
Veneer		2 gal/10 lf	N/A		Rate of Application: <u> </u>
Block Voids		2 gal/10 lf	N/A		Dilution Rate: <u> </u>
Piers		per each	N/A		Amount Used: <u> </u>
Filled Porch		4 gal/10 lf			Service Professional Comments/Special Instructions:
Total					

Service Professional Name: Jason Longo Date: 6-16-22 State ID# JE208690
 Home Evaluator Name: Date: State ID#
 Manager Signature: Date:

The work has been explained and performed to my satisfaction. I have received a copy of the service agreement, treatment graph, treatment specification sheet, this certificate and all other associated documents

Customer Signature:
 Date:

CUSTOMER SERVICE INFORMATION & PRECAUTIONS

If liquid treatment was required and was performed at the time of this visit, please review and follow the instructions below. If you have any questions or concerns, please contact your local NADER'S office

1. IF YOU HAVE CRAWL SPACE CONSTRUCTION:

If the air circulation system is located in the crawl space, it has been turned off during Nader's treatment process. Please allow the system to remain off until all treatment materials have been absorbed into the soil.

2. IF YOU DETECT LEAKAGE OF TREATMENT MATERIALS:

All treatment products must be cleaned up by authorized Nader's personnel and according to Nader's Spill Control Procedures. Please notify Nader's if you discover leakage of treatment materials in non-target locations. Humans & pets should be removed from the structure and not re-enter area(s) until the clean-up procedure has been completed.

3. IF YOU FIND TREATMENT HOLES THAT ARE NOT RE-SEALED:

All treatment holes in slabs or interior areas must be re-sealed with non-cellulose material. Please notify Nader's if you notice any treatment holes are not re-sealed.

4. NO CONTACT WITH TREATED AREAS:

Do not allow unprotected persons, children, or pets to touch, enter or replace items or bedding, to contact or enter treated area(s) until dry.

5. VENTILATION PRIOR TO RE-OCCUPYING:

Vacate & keep area(s) closed up to 30 minutes after treatment, then ventilate area(s) for up to 2 hours before re-occupying.

WE ARE COMMITTED TO PROVIDE YOU WITH THE QUALITY SERVICE THAT YOU DESERVE AND EXPECT. WE APPRECIATE YOUR BUSINESS.

NADER'S PEST RAIDERS

Material / System Used				Target Pest	
#	Product Name	Active Ingredient	EPA Reg. #		
110	Altriset	Chlorantraniliprole 0.05%	352-829	1	Subterranean Termites
120	Alpine Ant & Termite Foam	Dinotefuran 0.025%	499-526	2	Drywood Termites
130	Bora-Care 1 to 1 solution 23%	Disodium Octaborate Tetrahydrate	64405-1	3	Powder Post Beetles
140	Bora-Care 2 to 1 solution 16%	Disodium Octaborate Tetrahydrate	64405-1	4	Wood Boring Beetles
150	Bora-Care 3 to 1 solution 13%	Disodium Octaborate Tetrahydrate	64405-1	5	Wood Decay Fungi
160	Bora-Care 5 to 1 solution 9%	Disodium Octaborate Tetrahydrate	64405-1	Method of Application / Specific Area Treated	
170	Premise 75	Imidacloprid 0.05%	432-1332	1	Remove all cellulose debris from crawlspace
180	Premise 75	Imidacloprid 0.10%	432-1332	2	Treat soil adjacent to exterior foundation
190	Premise Preconstruction	Imidacloprid 0.05%	432-1331	3	Treat soil adjacent to crawl foundation
200	Premise Foam	Imidacloprid 0.05%	432-1391	4	Treat soil adjacent to piers
210	Recruit AG 70 gm station	Noviflumuron 0.5%	62719-454	5	Drill & treat voids in piers
220	Recruit HD 150 gm tube	Noviflumuron 0.5%	62719-608	7	Drill & treat concrete block foundation voids
230	Talstar Professional	Bifenthrin 0.06%	279-3206	9	Drill & treat brick veneer void
240	Talstar Professional	Bifenthrin 0.12%	279-3206	10	Treat inside perimeter of garage slab
250	Timbor 1# per gallon = 10%	Disodium Octaborate Tetrahydrate	64405-8	10a	Treat inside perimeter of garage by rodding from crawlspace
260	Timbor 1.5# per gallon = 15%	Disodium Octaborate Tetrahydrate	64405-8	11	Rod & treat dirt filled area from above
270	Termidor Dry	Fipronil 0.05%	499-546	12	Treat fireplace or chimney voids
280	Termidor HE	Fipronil 0.06%	7969-329	13	Drill & treat exterior slab that abuts structure
290	Termidor HE	Fipronil 0.125%	7969-329	14	Treat inside perimeter of slab from inside
300	Termidor 80 WG	Fipronil 0.06%	7926-209	14a	Drill & Treat concrete basement floor
310	Termidor SC	Fipronil 0.06%	7969-210	15	Treat expansion joints
320	Termidor SC	Fipronil 0.125%	7969-210	17	Remove form boards
330	Moisture Barrier	Polyethylene 4 or 6 mil		20	Wood treatment
340	Foundation Vents	Temp Vents		23	Treat inside perimeter of slab by rodding from outside
350	Foundation Vents	Power Vent(s)		24	Install vapor barrier
360				25	Install auto and/or power vents
370				28	Drill & treat double brick foundation voids
380				29	Drill & treat triple brick foundation voids
390				33	Treat entrances in slab-bathtub & sewer lines
400				34	Drill & treat along partition wall
410				37	Install Sentricon around structure



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

CONSUMER NOTICE FORM

NICOLE "NIKKI" FRIED
COMMISSIONER

Rule 5E-14.105, F.A.C.
Telephone: (850) 617-7996; Fax: (850) 617-7968

Bureau of Inspection and Incident
Response
3125 Conner Blvd, Suite N,
Tallahassee, FL 32399-1650
biircomplaints@freshfromflorida.com

A pest control company must give you a written contract prior to any treatment of each wood-destroying organism. It is very important that you read and understand the contract you are signing. The pest control company is only obligated to follow the terms of the contract you have signed, regardless of other statements by the company or salesperson. (Note: Contracts for treatment for new construction can be issued to the builder and provided to you at closing).

BASIC REQUIREMENTS FOR CONTRACTS

- The contract must state the common name of the wood-destroying organism to be controlled by the company (e.g. subterranean termite, powder post beetle). If the contract is for termite control, the contract must clearly state whether Formosan termites are covered or not.
- Some contracts do not include a treatment at the time the contract is issued, and that should be clearly stated. If a treatment is performed as part of the contract, the cost for the treatment must be stated. If the treatment is only for certain areas, the contract should clearly state that it is for "spot treatment" only.
- The contract must state if it is a retreatment only or a retreatment and repair contract. If it is a retreatment and repair contract, carefully read the sections of the contract that state when repairs will or will not be covered by the contract.

REQUIREMENTS FOR STATING WHEN TREATMENT OR REPAIR WILL NOT BE COVERED BY THE CONTRACT

- Repair contracts will not cover repairs from termite damage under every condition. The contract must state when retreatment or repair will be done, and conditions under which the company can refuse to retreat or repair.
- These conditions have to be stated and be under headings in the contract that are in bold print. Companies typically refuse repair or retreatment if the condition of the house is such that moisture or leaks result in termite infestation, or where siding makes it hard to see termite infestation

Examples of this are:

- Cracks in concrete slabs
- Wood or wall siding in contact with ground
- Plumbing leaks
- Leaks in the roof
- Water accumulating against side of house

The law does require that companies notify you if they see conditions which would void the repair promise and they have to give you a chance to correct the condition before voiding the contract or denying repair coverage.

- Contracts may have a condition that does not cover Formosan termite damage until a specific time period has passed. This means that if damage occurs during this period the company will not pay for repair.
- You have the right to compare contracts from other companies before signing a contract with a company. Choose the company that gives you the best contract options.
- If you have any questions about the terms of the contract, or concerns about the compliance history of the company with regard to pest control laws or regulations, contact the Department of Agriculture and Consumer Services at phone number: 850-617-7996 or email: biircomplaints@freshfromflorida.com.

I understand that I am entering into a contract with Nader's Pest Raiders (fill in company name) to provide wood-destroying organism(s) treatment, and I have read and understood the terms of the contract.

Trout Creek CCD

Print Name of Consumer

Signature of Consumer

Jason Longo

Print Name of Pest Control Representative

Signature of Pest Control Representative

FDACS-13692 Rev. 09/15

Date: 6-16-22

Title: Property Owner or authorized agent

Date: 6-16-22

Company: Nader's Pest Raiders

This contract provides for re-treatment of a structure and the repair of damages caused by wood destroying organisms within the limits stated in this contract.



**SENTRICON* SYSTEM SERVICE AGREEMENT
DAMAGE REPAIR & RETREAT GUARANTEE**

- ☒ Eastern Subterranean Termites
☒ Formosan Termites

Trout Creek

3434 Cowell Ave Ste 200

Billing Address

Tampa, Fl. 33614

City

State

Zip Code

(904)436-6270

Billing Phone:

☐ Office

ccdinvoice@rizzetta.com

Email Address

Shearwater

Account Name - First

Middle Initial

Last

100 Kayak Club Dr Welcome Center

Service Address

St. Augustine, Fl. 32092

City

State

Zip Code

(904)342-3737

Best Contract Number

Other

- TYPE OF STRUCTURE: ☐ RESIDENTIAL.....☐ COMMERCIAL.....☐ MULTI-UNIT: BLDGS. #: _____
- STRUCTURES FOR SERVICE: ☐ MAIN DWELLING.....☐ OTHER: _____
- TYPE OF INITIAL TREATMENT:☐ POST-CONSTRUCTION.....☐ NEW-CONSTRUCTION.....☒ OTHER: _____
- LOCATION OF NOTICE OF SERVICE: ☐ N/A.....☐ ATTIC.....☐ CRAWL.....☒ OTHER: Electric panel
- PURPOSE OF SERVICE: ☐ PREVENTION.....☐ PRESUMPTIVE EVIDENCE.....☐ EXISTING INFESTATION

INITIAL INVESTMENT All discounts applied

Initial Cost.....\$ 1,214.00

Other Fees.....\$

Advanced Renewal Fee.....\$

Sales Tax.....\$

TOTAL INITIAL COST.....\$ 1,214.00

METHOD OF PAYMENT

☐ CHECK ☐ CASH ☐ AMEX ☐ M/C ☐ VISA ☐ DISC

Renewal Maintenance Fee \$607.00

Renewal Frequency..... ☐ Monthly ☐ Quarterly ☒ Annually

UPON RECEIVING FULL PAYMENT AND COMPLETING THE INITIAL SERVICE THE COMPANY WILL PROVIDE A DAMAGE REPAIR & RETREAT GUARANTEE FOR TERMITES AS SPECIFIED AND DESCRIBED IN THE PROVISIONS, TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS AGREEMENT, WHICH WILL PROVIDE A DETAILED EXPLANATION OF THE GUARANTEE ALONG WITH ALL DISCLAIMERS, LIMITATIONS, CONDITIONS OR EXCLUSIONS.

SERVICE PROVISIONS

NADER'S PEST RAIDERS (The Company) is authorized by Dow AgroSciences LLC, to install the Sentricon* Colony Elimination System and conduct associated service and treatment protocols for customer. The Sentricon* System allows for servicing bait treatment for subterranean termites with Recruit* an insect growth regulator containing the active ingredient Noviflumuron.

The Customer appreciates that subterranean termite control is not immediate. Specifically, control and/or colony elimination may take several months. Customer understands that the inherently "delayed" action of the insect growth regulator is necessary to defeat avoidance behavior by foraging subterranean termites. The Company shall provide the following termite control services to Customer under this agreement:

1. Initial inspection of applicable structures and grounds and installation of in-ground bait stations around the perimeter of the structure at the Company's discretion
2. Servicing of stations by the Company Service Representatives, commencing with the installation of the system. All stations will be serviced within the guidelines as specified under the most current material label standards
3. Application of Recruit* termite bait in stations. The Company may install additional stations and/or modify existing stations at its discretion and in compliance with all label and labelling directions
4. Periodically inform the Customer of any new or increased termite activity noted at any of the stations during any of the routine inspections
5. Upon achieving colony elimination, the Company will provide for repairs of new subterranean termite damage as set forth in the provisions, terms and conditions of this agreement. The guarantee is effective immediately upon installation on structures which have no present or past termite activity or on those structures which receive a treatment specifically designed by the Company to control live termites directly, performed at or near the time of the installation of Sentricon stations

As compensation for services rendered or to be rendered under this agreement, the Customer shall pay the Company an installation fee and maintenance fee, as specified, upon signing the agreement. This agreement and guarantee may be renewed for life by paying the annual Renewal Maintenance Fee on a consecutive basis. Failure to pay consecutive Renewal Maintenance Fees will render this agreement and guarantee null and void. After the first year, adjustments to the Renewal Maintenance Fee may be made annually by the Company giving the Customer a minimum of thirty days notice regarding the new rate. This guarantee is transferable to a subsequent owner provided that the Renewal Maintenance Fee is paid on a consecutive basis from the time of the initial installation.

Customer agrees not to move, open, handle or damage Sentricon* stations, bait devices or any other parts of the system. Tampering with such components may compromise the efficacy of the system and shall constitute a basis for terminating this agreement. The Customer may be responsible for the cost of replacement or repair of any damaged or missing bait stations that were not damaged or removed by the Company and/or its agent. The bait stations and associated materials (Sentricon* Components) provided by the Company are and shall remain the exclusive property of Dow AgroSciences LLC. Customer understands that he does not acquire any ownership interest or title to such components and that upon termination of this agreement for any cause whatsoever, the Company and/or Dow AgroSciences LLC are hereby authorized to remove all such components

The guarantee in this agreement is in lieu of all other guarantees and warranties, expressed and implied, including the warranties of merchantability and fitness for a particular purpose. The customer is entitled to a copy of any treatment specifications, customer preparation sheets, checklists and any applicable release forms. All specifications and special circumstances have been fully explained to me

THE COMPANY

Jason Longo

Company Representative

193 San Marco Ave St. Augustine, Fl. 32084

Company Address

City

State

Zip Code

(904) 671-8240

Company Phone

Office Fax Line

Manager's Signature

Date: ____ / ____ / ____

TO THE PROPERTY OWNER OR PROPERTY MANAGER:

If this is a home solicitation you may cancel this agreement by providing written notice to the seller in person or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller cannot keep any part of a cash down payment. You are entitled to and should receive an exact executed copy of this agreement. This agreement is contingent on the approval of the service center manager.

Accepted By: _____

☐ Owner/Buyer ☐ Authorized Agent Date: 8 / 5 / 22

DAMAGE REPAIR AND RETREAT GUARANTEE FOR SUBTERRANEAN TERMITES

Subject to the Graph, Specifications, Service Provisions and the General Terms, Conditions, Limitations, Exclusions and Disclaimers listed herein, the Company issues this Damage Repair and Retreat Guarantee which provides repair for subterranean termite damage occurring after the original date of treatment as specified in section 5 under service provisions, provided however that live subterranean termites must be discovered in these areas, otherwise the damage will be considered old damage and not covered under this agreement and provided that:

- A. **Damage Repairs:** Said damage occurs within the confines of the foundation walls of the structure. All adjacent areas, unless expressly identified, including, but not limited to: decks components and supports, steps, stringer, hot tubs, cross tie walls and planters, lattice-wood facades and retaining walls which are expressly excluded from the Damage Repair Guarantee. Such areas outside the foundation walls and adjacent to the structure will be covered for retreatment only.
- B. **Siding, Cellulose and Conductive Conditions:** It is the Company's policy that the Customer remove all synthetic stucco (E.I.F.S.) ** or other siding materials that are below the outside grade level, remove or insulate all wood/cellulose materials that are in direct contact with the ground, correct all conducive conditions that would allow target pest survive above the soil and repair all existing damage.
- C. **Moisture Conditions:** It is the owner's responsibility to correct and repair moisture conditions in the structure that may allow target pest to survive in the structure without returning the soil. Moisture conditions include but are not limited to faulty plumbing, roof leaks, faulty gutters/downspouts and/or poor drainage. Because such conditions may render certain treatments ineffective, the Company will approve additional treatment, when necessary, and will assume liability for those areas after the Customer has completed corrective measures. In no instance will it be the Company's responsibility for the repair of damage where the above conditions are permitted to exist.
- D. **Claims:** All claims are reviewed and approved by the Company. No claim will be paid or reimbursement made to a Customer until a) The Company's personnel have had an opportunity to verify the evidence of Subterranean Termite Damage before any alteration or destruction; and b) the damage is either repaired by a authorized Company representative or agent, and/or approved for repair by such representative or agent.
- E. **Renewal Fees:** This Guarantee is renewed by the Company receiving payment of the Renewal Maintenance Fee on or before the annual Renewal Date. The Company reserves the right to increase the Renewal Maintenance Fee after the first year, by giving the guarantee holder a minimum thirty days notice of the new renewal rate. This guarantee is transferable to a subsequent owner provided the Renewal Maintenance Fee is paid on consecutive basis from the time of the initial installation.

GENERAL TERMS AND CONDITIONS LIMITATIONS, EXCLUSIONS AND DISCLAIMERS

1. **TREATMENT STANDARDS:** In order to immediately address a known subterranean termite infestation, the Customer may at his discretion, employ the Company to provide conventional subterranean termite treatment and/or spot treatment for the purpose of mitigating immediate subterranean termite damage. Except as specified such measures are neither necessary nor detrimental to the effectiveness of the Sentricon® System.
2. **NOTIFICATION REQUIREMENTS FROM THE CUSTOMER:** Although regular lawn and ornamental pesticide applications will not generally interfere with the efficacy of the system, as an additional precaution, the Company requests notification of the conduct of such pesticide control services during the effective date of this agreement. Unless otherwise indicated advance notification is not required under this paragraph.
3. **MONITORING STANDARDS:** Accordingly, during the term of this agreement the Company shall provide such additional treatment as may be reasonable and necessary to control and eradicate persistent subterranean termite infestation. It is specifically understood that a period of at least three months shall be allowed from date of installation before additional procedures will be required.
4. **SUBTERRANEAN TERMITE CONTROL:** This service agreement and guarantee pertains only to subterranean termites as specified by the box checked on the reverse side of this agreement and does not apply nor is it intended to be effective against other insect pests including but not limited to drywood termites, or other wood destroying insects and organisms.
5. **ALTERNATIVE TREATMENT COMMITMENT:** If the Company, for any reason ceases to be authorized to install and/or service the Sentricon® System, the Company will:
 - a. so notify the Customer;
 - b. offer the Customer an alternative of either using a different form of subterranean termite treatment or terminate this agreement. (NOTE Conventional "liquid barrier" methods of termite control may not offer an effective means of controlling certain termite infestations in certain structures. In such event the Company may not be able to offer a different form of termite protection).
 - c. if the Customer and the Company agree on a different form of termite control or treatment the Company shall give the Customer a pro rata credit for services paid for but not yet received which may be applied against conventional subterranean termite treatment costs.
 - d. if the Customer elects to discontinue this agreement or if the Company cannot offer an effective different form of termite control, the Company shall return to the Customer an amount equal to the fee paid for services not yet received.
6. **PREMISES MADE AVAILABLE FOR INSPECTION:** The Company reserves the right to conduct additional inspections of the premises on an as needed basis without charge to Customer. The Customer agrees provide complete access to the property during normal business hours at the Company's request.
7. **STRUCTURAL MODIFICATIONS:** In the event Customer effectuates structural changes to the treated premises, disturbs the surrounding grounds and/or constructs additional structures on the premises including but not limited to guests houses, swimming pools, tennis courts, Customer shall give the Company advance notice of such construction and shall agree to pay such additional amounts as are necessary to maintain the efficacy of the system for all structures on the premises. The Company may also adjust the Renewal Maintenance Fee in accordance with such additional structures or construction.
8. **REMOVED OR DAMAGED STATIONS:** Customer shall promptly advise the Company in the event that any of the monitoring/bait stations are damaged or removed for any reason so as to facilitate the repair or replacement of the same.
9. **LIABILITY LIMITATIONS:** The Company's liability under this agreement shall be terminated should the Company be prevented from fulfilling its responsibilities under the terms of the agreement by reasons of acts of war, natural disaster, or the failure of Customer to provide cooperation and access as required under this agreement.
10. **NEXT GENERATION MATERIALS:** The Company reserves the right to substitute any upgraded or next generational ingredients for Recruit® should they become available. The most current label standards for upgraded or next generation products shall take precedence.
11. **AMENDMENTS:** This agreement and guarantee constitute a complete recitation of all understandings and responsibilities between the parties and may not be altered or changed without the prior written consent of both parties. Any changes must be in the form of an addendum and approved in writing by the COMPANY. Alterations and changes made directly to this agreement will void the guarantee.
12. **VALIDATION OF GUARANTEE:** This agreement is not valid unless actual work is performed and paid in full. A service fee of 1 1/2% interest may be added to the unpaid balance over 30 days. If Customer fails to pay for services this agreement shall terminate without privilege of reinstatement and the Company shall be released from all liability hereunder. If collection becomes necessary the Customer agrees to pay all costs of collection, including reasonable attorney fees.
13. **DISCLAIMER FOR INSPECTION OF MOLD:** Customer agrees that the Company has not inspected for and is not qualified to inspect any surfaces, air or any other portion or member of the structure covered by this agreement for the presence of molds, mold-like conditions or non-wood destroying fungi (including but not limited to *Stachybotrys atra*), and that the Company has no liability for inspection of the structure for same. The inspection for, evaluation of or treatment for the presence of mold, mold-like conditions or non-wood destroying fungi should be referred to the appropriate mold professional or certified industrial hygienist chosen by the Customer.
14. **DISCLAIMER FOR TREATMENT OF MOLD:** Customer agrees that the treatment contemplated by this agreement with the Company does not treat for or prevent mold mold-like conditions or non-wood destroying fungi (including but not limited to *Stachybotrys atra*). Accordingly, Customer, on behalf of himself/herself his/her heirs, successors or assign agrees that the Company shall have no liability for any personal injury or property damage arising from any exposure of any person to said molds, mold-like conditions or non-wood destroying fungi (including but not limited to *Stachybotrys atra*). Any inspection for, evaluation of or treatment of molds, mold-like conditions or non-wood destroying fungi should be referred to and handled by an appropriate mold professional or certified industrial hygienist chosen by the Customer.
15. **ARBITRATION:** It is understood and agreed that this is the entire agreement of the parties, and that the Company and the Customer are bound only by the terms and conditions of this agreement and not by any other representation, warranty or agreement, oral or otherwise. The Customer and the Company agree that any controversy or claim between them shall be settled by private, binding arbitration or, if agreeable to the parties, mediation, to be followed by arbitration should mediation not result in a settlement of the dispute. The parties shall submit their claim to a private arbitration or mediation provider. Any arbitrator shall have no authority to award any damages other than the actual monetary loss sustained. In no event shall the arbitrator have the authority to award any punitive or exemplary damages, treble or multiplied damages under any law or theory, damages for mental or emotional distress of any kind, or any costs or attorney's fees incurred by the parties.
16. **INSURANCE:** The COMPANY is fully insured for providing services described in this Agreement. Information about this coverage is available from the COMPANY.

The Removal of the bait or baiting system may result in a lack of termite protection.

*Trademark of Dow AgroSciences LLC

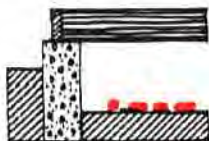
**Exterior Insulation Finish Systems



- ☐ Comprehensive Treatment
☐ Defined Treatment
☒ Sentricon* System

ADDRESS 100 Kayak Club Dr CITY St. Augustine STATE Fl. ZIP CODE 32092

- ☐ 1. Remove all cellulose debris from crawl space



- ☐ 1-A. Haul cellulose debris from premises



- ☐ 2. Treat soil adjacent to foundation

☐ Trench
☐ Rod



- ☐ 3. Treat soil adjacent to foundation walls



- ☐ 4. Treat soil adjacent to piers



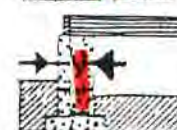
- ☐ 5. Drill & treat voids in piers



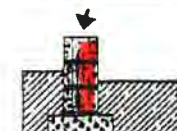
- ☐ 6. Treat soil adjacent to pipes



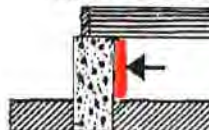
- ☐ 7. Drill & treat concrete block foundation voids



- ☐ 7-A. Treat foundation voids from above



- ☐ 8. Scrape off termite shelter tunnels



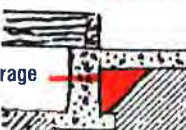
- ☐ 9. Drill & treat brick veneer void



- ☐ 10. Treat inside perimeter of garage slab



- ☐ 10-A. Treat inside perimeter of garage by rodding from crawl



- ☐ 11. Rod & treat dirt filled area from above



- ☐ 12. Treat fireplace or chimney voids



- ☐ 13. Drill & treat exterior slab that abuts structure



- ☐ 14. Treat inside perimeter of slab from inside



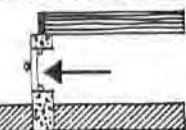
- ☐ 14-A. Drill & treat concrete basement floor



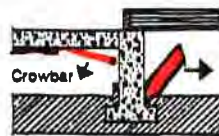
- ☐ 15. Treat expansion joints



- ☐ 16. Provide access to crawl space



- ☐ 17. Remove form boards



- ☐ 18. Rod & treat dirt fill from

☐ Rear ☐ Side ☐ Front



- ☐ 19. Drill & treat concrete capping at foundation wall in crawl



- ☐ 20. Treat areas for: wood borers powder post beetles



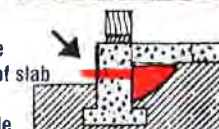
- ☐ 21. Set wood supports on concrete pads #



- ☐ 22. Break ground contact on step stringers #



- ☐ 23. Treat inside perimeter of slab by rodding from outside



- ☐ 24. Install Vapor Barrier



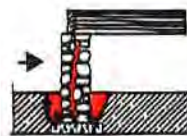
- ☐ 25. Install Auto Vents #



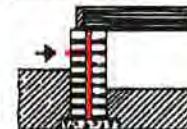
- ☐ 26. Prepare & install vent shields #



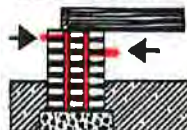
- ☐ 27. Drill & treat stone foundation voids



- ☐ 28. Drill & treat double brick foundation voids



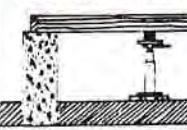
- ☐ 29. Drill & treat triple brick foundation voids



- ☐ 30. Rod & treat planter box



- ☐ 31. Install floor supports #



- ☐ 32. Install Inspection Panel



- ☐ 33. Treat entrances in slab-bathtub and sewer lines



- ☐ 34. Drill & treat along partition wall



- ☐ 35. Treat areas for: drywood termites



- ☐ 36. Prepare floor surface for drilling

☐ Tile ☐ Carpet
☐ Hardwood ☐ Terrazzo

- ☒ 37. ADDITIONAL INSTRUCTIONS Install sentricon stations around home. Recriut HD Noviflumuron 0.05%



Post Construction Wood Destroying Organism/Insect Treatment Checklist & Completion Certificate

Company Name: **Nader's Pest Raiders**
 Street Address: **193 San Marco Ave**
 City, State, Zip: **St. Augustine, Fl. 32084**
 Phone #: **(904) 671-8240** Date: **8-5-22**

Customer Name: **Shearwater** Welcome Center
 Service Address: **100 Kayak Club Dr**
 City, State, Zip: **St. Augustine, Fl. 32095**
 Phone #: **(904) 342-3737** Date: **8-5-22**

Service Information

☒ Sentricon Installation only ☐ Sentricon Installation w/limited liquid treatment ☐ EP/ST(Defined treatment) ☐ Comprehensive Liquid Treatment ☐ Moisture Control
☐ Drywood Alternative Treatment ☐ Wood treatment for Termites and/or Wood Boring Beetles ☐ Wood treatment for Wood Decay Fungi ☐ Crawl Space Encapsulation

Home Eval
JL

Service Prof

**Attention: Home Evaluators and Service Professionals:
Initial below in appropriate areas.**

☐ No one home at time of service

Customers with E.I.F.S. or R.B.I. below grade have been advised that it is best practice to remediate the below grade conditions and that a secondary infestation could exist after treatment with a liquid or bait system installation

I have inquired whether any inhabitants are sensitive to odors or have respiratory conditions.

Customer has been advised that there may be some odor associated with liquid treatments

I have inquired about the customer's source of water (well, cistern, spring, city water, etc.) and discussed with them the location of any sub-slab HVAC ducts, radiant heat lines, french drains, electrical lines and other treatment issues and have noted these on the treatment graph.

I have inquired about customer installed service lines for items such as gas grills, outdoor kitchens, gas or electric lanterns, spas, pools, irrigation systems, outdoor buildings, etc. Any of the previous items have been noted on the treatment graph.

I have inspected the interior and exterior of the structure to locate any hollow stoops or porches, encapsulated/sealed crawl spaces, cracks in slabs or foundation walls, or unusual construction elements and noted these on the treatment graph

At the completion of treatment, the structure will meet state treatment standards. Yes () or No () If no, appropriate state exception form signed by customer is attached to contract and graph.

I have requested Utility Marking as required by appropriate local and/or state regulations (Bait systems only) and marking has been scheduled:

Date Scheduled: 8/5/22 **Expiration Date:** 8/5/22 **Reference #:** **217205200**

I have performed a visual inspection for utility markings prior to any power augering or concrete/asphalt coring

All vertical drill holes have been plugged and patched to company standards.

I have inspected the entire structure. There was no spillage of product during the application procedure I have cleaned and swept-up the treatment areas and left the property in a neat and orderly fashion.

All Sentricon stations are properly seated and flush with the surrounding grade.

Time in: _____ am / pm		Time out: _____ am / pm		Date of Completion: ____/____/____	
Target Pest:	1	Other: _____			
Product(s) applied:	220	Method of Application:		37	
Sentricon: Linear Footage		# of stations installed			
Recruit AG stations installed ea:		Location(s):			
Area Treated	Linear Footage	Rate of Application	Per foot of Depth	Total Gallons used	Wood Treatment:
Slab		4 gal/10 lf			Purpose of Treatment: ____ Corrective ____ Preventative
Exterior Trench		4 gal/10 lf			Stud wall application: Linear ft _____ (x) height in inches _____
Interior Trench		4 gal/10 lf			Sub Floor application: Square Footage of floor space: _____
Veneer		2 gal/10 lf	N/A		Rate of Application: _____
Block Voids		2 gal/10 lf	N/A		Dilution Rate: _____
Piers		per each	N/A		Amount Used: _____
Filled Porch		4 gal/10 lf			Service Professional Comments/Special Instructions:
Total					

Service Professional Name: **Jason Longo** Date: **8-5-22** State ID#: **JE208690**

Home Evaluator Name: _____ Date: _____ State ID#: _____

Manager Signature: _____ Date: _____

The work has been explained and performed to my satisfaction. I have received a copy of the service agreement, treatment graph, treatment specification sheet, this certificate and all other associated documents

Customer Signature: _____

Date: _____

CUSTOMER SERVICE INFORMATION & PRECAUTIONS

If liquid treatment was required and was performed at the time of this visit, please review and follow the instructions below. If you have any questions or concerns, please contact your local NADER'S office.

1. IF YOU HAVE CRAWL SPACE CONSTRUCTION:

If the air circulation system is located in the crawl space, it has been turned off during Nader's treatment process. Please allow the system to remain off until all treatment materials have been absorbed into the soil.

2. IF YOU DETECT LEAKAGE OF TREATMENT MATERIALS:

All treatment products must be cleaned up by authorized Nader's personnel and according to Nader's Spill Control Procedures. Please notify Nader's if you discover leakage of treatment materials in non-target locations. Humans & pets should be removed from the structure and not re-enter area(s) until the clean-up procedure has been completed.

3. IF YOU FIND TREATMENT HOLES THAT ARE NOT RE-SEALED:

All treatment holes in slabs or interior areas must be re-sealed with non-cellulose material. Please notify Nader's if you notice any treatment holes are not re-sealed.

4. NO CONTACT WITH TREATED AREAS:

Do not allow unprotected persons, children, or pets to touch, enter or replace items or bedding, to contact or enter treated area(s) until dry.

5. VENTILATION PRIOR TO RE-OCCUPYING:

Vacate & keep area(s) closed up to 30 minutes after treatment, then ventilate area(s) for up to 2 hours before re-occupying.

WE ARE COMMITTED TO PROVIDE YOU WITH THE QUALITY SERVICE THAT YOU DESERVE AND EXPECT. WE APPRECIATE YOUR BUSINESS.

NADER'S PEST RAIDERS

Material / System Used				Target Pest	
#	Product Name	Active Ingredient	EPA Reg. #	1	Subterranean Termites
110	Altriset	Chlorantraniliprole 0.05%	352-829	2	Drywood Termites
120	Alpine Ant & Termite Foam	Dinotefuran 0.025%	499-526	3	Powder Post Beetles
130	Bora-Care 1 to 1 solution 23%	Disodium Octaborate Tetrahydrate	64405-1	4	Wood Boring Beetles
140	Bora-Care 2 to 1 solution 16%	Disodium Octaborate Tetrahydrate	64405-1	5	Wood Decay Fungi
150	Bora-Care 3 to 1 solution 13%	Disodium Octaborate Tetrahydrate	64405-1	Method of Application / Specific Area Treated	
160	Bora-Care 5 to 1 solution 9%	Disodium Octaborate Tetrahydrate	64405-1		
170	Premise 75	Imidacloprid 0.05%	432-1332	1	Remove all cellulose debris from craw
180	Premise 75	Imidacloprid 0.10%	432-1332	2	Treat soil adjacent to exterior foundation
190	Premise Preconstruction	Imidacloprid 0.05%	432-1331	3	Treat soil adjacent to crawl foundation
200	Premise Foam	Imidacloprid 0.05%	432-1391	4	Treat soil adjacent to piers
210	Recruit AG 70 gm station	Noviflumuron 0.5%	62719-454	5	Drill & treat voids in piers
220	Recruit HD 150 gm tube	Noviflumuron 0.5%	62719-608	7	Drill & treat concrete block foundation voids
230	Talstar Professional	Bifenthrin 0.06%	279-3206	9	Drill & treat brick veneer void
240	Talstar Professional	Bifenthrin 0.12%	279-3206	10	Treat inside perimeter of garage slab
250	Timbor 1# per gallon = 10%	Disodium Octaborate Tetrahydrate	64405-8	10a	Treat inside perimeter of garage by rodding from crawl
260	Timbor 1.5# per gallon = 15%	Disodium Octaborate Tetrahydrate	64405-8	11	Rod & treat dirt filled area from above
270	Termidor Dry	Fipronil 0.05%	499-546	12	Treat fireplace or chimney voids
280	Termidor HE	Fipronil 0.06%	7969-329	13	Drill & treat exterior slab that abuts structure
290	Termidor HE	Fipronil 0.125%	7969-329	14	Treat inside perimeter of slab from inside
300	Termidor 80 WG	Fipronil 0.06%	7926-209	14a	Drill & Treat concrete basement floor
310	Termidor SC	Fipronil 0.06%	7969-210	15	Treat expansion joints
320	Termidor SC	Fipronil 0.125%	7969-210	17	Remove form boards
330	Moisture Barrier	Polyethylene 4 or 6 mil		20	Wood treatment
340	Foundation Vents	Temp Vents		23	Treat inside perimeter of slab by rodding from outside
350	Foundation Vents	Power Vent(s)		24	Install vapor barrier
360				25	Install auto and/or power vents
370				28	Drill & treat double brick foundation voids
380				29	Drill & treat triple brick foundation voids
390				33	Treat entrances in slab-bathtub & sewer lines
400				34	Drill & treat along partition wall
410				37	Install Sentricon around structure



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

CONSUMER NOTICE FORM

NICOLE "NIKKI" FRIED
COMMISSIONER

Rule 5E-14.105, F.A.C.
Telephone: (850) 617-7996; Fax: (850) 617-7968

Bureau of Inspection and Incident
Response
3125 Conner Blvd, Suite N,
Tallahassee, FL 32399-1650
biircomplaints@freshfromflorida.com

A pest control company must give you a written contract prior to any treatment of each wood-destroying organism. It is very important that you read and understand the contract you are signing. The pest control company is only obligated to follow the terms of the contract you have signed, regardless of other statements by the company or salesperson. (Note: Contracts for treatment for new construction can be issued to the builder and provided to you at closing).

BASIC REQUIREMENTS FOR CONTRACTS

- The contract must state the common name of the wood-destroying organism to be controlled by the company (e.g. subterranean termite, powder post beetle). If the contract is for termite control, the contract must clearly state whether Formosan termites are covered or not.
- Some contracts do not include a treatment at the time the contract is issued, and that should be clearly stated. If a treatment is performed as part of the contract, the cost for the treatment must be stated. If the treatment is only for certain areas, the contract should clearly state that it is for "spot treatment" only.
- The contract must state if it is a retreatment only or a retreatment and repair contract. If it is a retreatment and repair contract, carefully read the sections of the contract that state when repairs will or will not be covered by the contract.

REQUIREMENTS FOR STATING WHEN TREATMENT OR REPAIR WILL NOT BE COVERED BY THE CONTRACT

- Repair contracts will not cover repairs from termite damage under every condition. The contract must state when retreatment or repair will be done, and conditions under which the company can refuse to retreat or repair.
- These conditions have to be stated and be under headings in the contract that are in bold print. Companies typically refuse repair or retreatment if the condition of the house is such that moisture or leaks result in termite infestation, or where siding makes it hard to see termite infestation

Examples of this are:

- Cracks in concrete slabs
- Wood or wall siding in contact with ground
- Plumbing leaks
- Leaks in the roof
- Water accumulating against side of house

The law does require that companies notify you if they see conditions which would void the repair promise and they have to give you a chance to correct the condition before voiding the contract or denying repair coverage.

- Contracts may have a condition that does not cover Formosan termite damage until a specific time period has passed. This means that if damage occurs during this period the company will not pay for repair.
- You have the right to compare contracts from other companies before signing a contract with a company. Choose the company that gives you the best contract options.
- If you have any questions about the terms of the contract, or concerns about the compliance history of the company with regard to pest control laws or regulations, contact the Department of Agriculture and Consumer Services at phone number: 850-617-7996 or email: biircomplaints@freshfromflorida.com.

I understand that I am entering into a contract with Nader's Pest Raiders (fill in company name) to provide wood-destroying organism(s) treatment, and I have read and understood the terms of the contract.

Shearwater

Print Name of Consumer

Date: 8-5-22

Signature of Consumer

Title: Property Owner or authorized agent

Jason Longo

Print Name of Pest Control Representative

Date: 8-5-22

Signature of Pest Control Representative

FDACS-13692 Rev. 09/15

Company: Nader's Pest Raiders

Maintenance Building

This contract provides for re-treatment of a structure and the repair of damages caused by wood destroying organisms within the limits stated in this contract.



DAMAGE REPAIR AND RETREAT GUARANTEE LIQUID APPLICATION SERVICE AGREEMENT for Subterranean Termites

Shearwater

Account Name - First Middle Initial Last
182 Kayak Way
Service Address Number Street
St. Augustine, FL 32092
City (904)342-3737 State Zip Code
Service Phone: ☐ Home ☐ Office ☐ Fax Line
☐ Tenant ☐ Contact Person ☐ Home Phone ☐ Office Phone

Trout Creek

Billing Name
3434 Cowell Ave Ste 200
Billing Address Number Street
Tampa, FL 33614
City (904)436-6270 State Zip Code
Billing Phone: ☐ Home ☐ Office ☐ Fax Line
New Home Owner ☐ Home Phone ☐ Office Phone

- TYPE OF STRUCTURE: ☐ RESIDENTIAL.....☒ COMMERCIAL.....☐ MULTI-UNIT: BLDGS. #: _____
- TYPE OF CONSTRUCTION: ☐ CRAWL SPACE.....☒ SLAB.....☐ BASEMENT.....☐ OTHER: _____
- STRUCTURES FOR SERVICE: ☐ MAIN DWELLING.....☒ OTHER: _____
- TYPE OF INITIAL TREATMENT: ☒ POST-CONSTRUCTION.....☐ PRE-CONSTRUCTION ADDITION
- PURPOSE OF SERVICE: ☒ PREVENTION.....☐ PRESUMPTIVE EVIDENCE☐ EXISTING INFESTATION
- LOCATION OF NOTICE OF SERVICE (FL): ☐ N/A.....☐ ATTIC.....☐ CRAWL.....☐ OTHER: _____

INITIAL INVESTMENT

Termite Treatment\$ 700.00
Advanced Renewal Fee\$ _____
Applicable Sales Tax\$ _____
TOTAL INITIAL COST\$ _____

Down Payment\$ _____
BALANCE DUE\$ 700.00

METHOD OF PAYMENT

BALANCE OF\$ _____
☐ Due Upon Completion by: ☐ CHECK ☐ CASH ☐ CREDIT CARD
☐ To be paid from Closing Proceeds or Within 30 Days, Whichever is First
☐ Approved Financing _____ Payments @ \$ _____ per month
☐ CHECK # _____ ☐ CASH ☐ M/C ☐ VISA ☐ D/C ☐ AMEX

THE FOLLOWING GUARANTEE (S) CHECKED BELOW WILL BE EFFECTIVE UPON COMPLETION OF TREATMENT & NADER'S RECEIVING FULL PAYMENT. SEE THE REVERSE SIDE FOR A DETAILED EXPLANATION OF GUARANTEE ALONG WITH ALL DISCLAIMERS, LIMITATIONS, CONDITIONS OR EXCLUSIONS REGARDING THIS GUARANTEE.

☒ DAMAGE REPAIR & RETREAT GUARANTEE for:

Eastern Subterranean Termites* Annual Renewal Fee.....\$ 155.00
*Does NOT include Formosan Termites

SERVICE PROVISIONS

The initial treatment shall be guaranteed for a period of one (1) year from the date the property is first treated, or in the case of new construction pretreatment, one year from the date of the original closing. The guarantee may be renewed annually for up to four (4) additional years provided that the COMPANY has an opportunity to visually re-inspect the treated property on a periodic basis and payment of the Annual Renewal Fee is made on or before the expiration of the annual guarantee period. The COMPANY guarantee the amount of the Annual Renewal to remain fixed as listed above for the first year. The COMPANY reserves the right to increase the Annual Renewal Fee after the first year, by giving the guarantee holder a minimum thirty day notice of the renewal rate.

Accepted By: NADER'S PEST RAIDERS

Jason Longo 8 / 5 / 22
Service Representative Date
193 San Marco
Office Address
(904)671-8240
Office Phone Fax Line

Manager Approval: ☐ Yes ☐ No Date ____ / ____ / ____

Manager's Signature: _____

TO THE PERSONAL, FAMILY OR HOUSEHOLD CONSUMER: If this is in a home solicitation you may cancel this agreement by providing written notice to the seller in person or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller cannot keep any part of a cash down payment. You are entitled to and should receive an exact executed copy of this agreement. This agreement is contingent on the approval of the service center manager.

Accepted By: ☐ OWNER ☐ AUTHORIZED AGENT

Signature: _____

Print Name: _____

Title: _____ Date: 8 / 5 / 22



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

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3125 Conner Blvd, Suite N,
Tallahassee, FL 32399-1650
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Shearwater

Print Name of Consumer

Date: 8-5-22

Signature of Consumer

Title: Property Owner or authorized agent

Jason Longo

Print Name of Pest Control Representative

Date: 8-5-22

Signature of Pest Control Representative

Company: Nader's Pest Raiders