



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors' Meeting
November 20, 2024**

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

www.troutcreekcdd.org

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Kayak Club, 100 Kayak Way, St. Augustine, FL 32092

www.troutcreekcdd.org

Board of Supervisors	Jim Breslin Vincent Sajkowski Heather Loffredo Ronnie Murphy Clint Wright	Board Member Vice Chairman Board Member Board Member Assistant Secretary
District Manager	Melissa Dobbins	Rizzetta & Company, Inc.
District Counsel	Katie Buchanan	Kutak Rock LLP
District Engineer	Brad Davis Matt Melchiori	Prosser Inc.

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

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

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 (239) 936-0913. 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.

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
Trout Creek Community
Development District

November 13, 2024

FINAL AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **November 20, 2024 at 3:00 p.m.** located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

1. **CALL TO ORDER / ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consent Agenda.....Tab 1
 - 1.) Consideration of Minutes for the Board of Supervisors' Regular Meeting held on October 16, 2024
 - 2.) Ratification of the Operation and Maintenance Expenditures for October 2024
 - B. Administration of Oath of Office.....Tab 2
 - C. Consideration of Resolution 2025-02; Redesignating Officers.....Tab 3
 - D. Discussion Regarding FY 24-25 Meeting Schedule
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer.....Tab 4
 - 1.) Update Regarding Stormwater Outfall Repair
 - 2.) Update Regarding Goodhope Court Underdrain Evaluation
 - 3.) Further Discussion on Traffic Matters
 - 4.) Consideration of Professional Engineering Services Agreement
 - C. Construction Administrator
 - D. Landscape Reports
 - 1.) Phase 1 – The Greenery.....Tab 5
 - a.) Consideration of Irrigation Clubhouse Clock Proposal
 - 2.) Phase 2 – Tree Amigos.....Tab 6
 - 3.) Phase 3 – Prestige.....Tab 7
 - E. Charles Aquatics Service Report.....Tab 8
 - 1.) Charles Aquatics Pillar Service Report
 - F. General Manager.....Tab 9
 - G. District Manager.....Tab 10
 - 1.) Review Board Member Email Account Services
5. **BUSINESS ITEMS**
 - A. Consideration of Tennis Court Snack Shack Presentation & Proposal.....Tab 11
 - B. Consideration of Pool and Tennis Facility Furniture Proposals.....Tab 12
 - C. Consideration of Roadway Asphalt Patching Proposals.....Tab 13
 - D. Consideration of Poolsure - Pool Chemical Renewal Proposal.....Tab 14
 - E. Consideration of Resolution 2025-03 Recognizing Contribution-Series 2022 Assessments.Tab 15
 - F. Consideration of Resolution 2025-04 Accepting Dedication of Property-Phases 3A-3C 3G.Tab 16
 - G. Consideration of Holiday Banner Proposal(s).....Tab 17
 - H. Consideration of Pool Deck Rental Request
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, *Melissa Dobbins*, 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 meeting of the Board of Supervisors of Trout Creek Community Development District was held on **October 16, 2024, at 3:00 p.m.** at The Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

Present and constituting a quorum:

Mike McCollum	Board Supervisor, Chairman
Vincent Sajkowski	Board Supervisor, Vice Chairman
Frank Murphy	Board Supervisor, Assistant Secretary
Ryan Stone	Board Supervisor, Assistant Secretary
Clint Wright	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Co., Inc.
Katie Buchanan	District Counsel, Kutak Rock, LLP
Matt Melchiori	District Engineer, Prosser Inc. <i>(speakerphone)</i>
Belynda Tharpe	General Manager, First Service Residential
Jessica Knutelsky	Assistant Manager, First Service Residential
Chris Kenny	Representative, Prestige Landscaping
Kyle Carasea	Account Manager, Tree Amigos

Members of the public present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. McCollum called the meeting to order at 3:04 p.m.

SECOND ORDER OF BUSINESS

**Audience Comments on
Agenda Items**

Comments and questions were heard regarding reserve study proposals, compliance concerns on agenda items being posted and developer conflict of interest, request for a non-resident tennis membership fee and request for an update regarding roadway groundwater testing on Goodhope Court.

THIRD ORDER OF BUSINESS

Consent Agenda

- 1.) **Consideration of the Minutes of the Board of Supervisors’ Meeting held on September 18, 2024**
- 2.) **Ratification of the Operation and Maintenance Expenditures for September 2024**

On a motion by Mr. Murphy, seconded by Mr. McCollum, with all in favor, the Board approved the minutes of the Board of Supervisors’ meeting held on September 18, 2024, and ratified the operation and maintenance expenditures for September 2024, in the amount of \$279,948.52, for Trout Creek Community Development District.

The Board moved to agenda item 4D.

FOURTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Buchanan reminded the Board that three (3) seats are up for election and will be on the ballot on November 5th. She stated that the new Board Members will take oaths of office and officers will be selected at the next meeting. The Board can also discuss any agenda modifications at that time.

B. District Engineer

1.) Update Regarding Stormwater Outfall Repair

Mr. Melchiori updated the Board that there was a failure with the Stormwater Outfall Repair and reached out to Counsel for guidance. Discussion ensued. Mr. Wright requested that staff work with Mr. Roane to review area for any other possible dangers to the property. Mr. Wright and Mr. Murphy recommended that the Board look at retaining an attorney that handles construction litigation. The Board directed Counsel to send a letter to the contractor to put them on notice that the District is dissatisfied, and they have 14 days to respond or legal action will be taken.

2.) Update Regarding Roadway Repairs

The Board noted that after reviewing Cal-Tech’s report that they should review patching the roadway this year and looking at collecting bids for re resurfacing next year. Counsel updated the Board that the District’s investment banker is reviewing re-financing options with their 2015 bonds and plans to attend the December meeting to discuss. Mr. McCollum also noted that there should be some bond debt reserve funds released from the construction account that will go into a custody account that can be used for capital projects.

The Board reviewed a proposal from ECS (Exhibit A), to install groundwater monitoring piezometers along Goodhope Court. After discussion the board approved ECS proposal in the amount of \$3K.

On a motion by Mr. Wright, seconded by Mr. Murphy, with all in favor, the Board approved ECS proposal in the amount of \$3,000.00, for Trout Creek Community Development District.

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96 **3.) Consideration of Traffic Intersection Study Proposal**
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98 After discussion, Mr. Stone stated he would reach out to the county to review the
99 possibility of getting more crossing guards since in his experience is that the county and
100 the School District do not talk to each other. The Board tabled further review of the
101 proposal until the new District Engineer can review and provide recommendations.
102

103 **C. Construction Administrator**
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105 Mr. McCollum stated the FPL pole is still on schedule to be removed no later than
106 February 2025, but FPL has not been that responsive due to storms.
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108 **D. Landscape Reports**
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110 **1.) Phase 1 – The Greenery**
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112 **2.) Phase 2 – Tree Amigos**
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114 **3.) Phase 3 – Prestige**
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116 **E. Charles Aquatics Service Report**
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118 **F. General Manager**
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120 Ms. Tharpe noted that the seesaws were replaced at no charge and the tot lot boulders
121 are being moved to Timberwolf Trail. Also trees are being re-strapped from the storm.
122

123 **G. District Manager**
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125 Ms. Dobbins reviewed changing the District's operating funds out of Truist Bank to Bank
126 United.
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On a motion by Mr. Sajkowski, seconded by Mr. Murphy, with all in favor, the Board adopted Resolution 2025-01, Redesignating Public Depository Banking Options, for Trout Creek Community Development District.

128 **FIFTH ORDER OF BUSINESS**
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**Further Discussion Regarding
Additional Pond Mowing**
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132 The Board discussed the community survey results and challenges that the District
133 would face maintaining the additional ponds due to irrigation owned by homeowners on
134 ponds they are required to mow per their HOA documents.

On a motion by Mr. Stone, seconded by Mr. Wright, 4-1, Mr. Sajkowski opposed, the Board rescinded their previous approval to add all pond banks to the District's landscape maintenance scope of service, for Trout Creek Community Development District.

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SIXTH ORDER OF BUSINESS

**Review of Landscape
Maintenance Phase 1 Bids**

Mr. Stone updated the Board that he has a conflict of interest due to working for one of the bidders and can't vote on this matter. (Form 8-B is attached as Exhibit B to these minutes.)

The Board received four landscape maintenance bids: The Greenery, Prestige, Tree Amigos and Core Outdoors. After the Board reviewed the recommended scoring sheet provided by staff, Mr. Murphy recommended adjustments to the categories of experience, qualifications and manpower to rank The Greenery last. After the Board confirmed these changes, Prestige was ranked first.

On a motion by Mr. Murphy, seconded by Mr. Wright, with all in favor, the Board approved the final ranking scores, and will start a new agreement with Prestige for Phase 1 effective December 1, 2024, for Trout Creek Community Development District.

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On a motion by Mr. Wright, seconded by Mr. Murphy, with all in favor, the Board approved sending The Greenery a termination notice to end services November 30, 2024, for Trout Creek Community Development District.

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SEVENTH ORDER OF BUSINESS

**Consideration of RFQ Proposals
for District Engineer Services**

The Board received two proposals: Yuro and Associates, LLC and Alliant. The Board reviewed the proposals ranking Yuro and Associates first with the most points. District staff noted that an agreement with Yuro will be brought back to the next meeting with their fees for the Board to review to accept.

On a motion by Mr. Wright, seconded by Mr. Stone, with all in favor, the Board approved the ranking tabulation and directed staff to request Prosser to stay on retainer with the District to help with closing out construction related items, for Trout Creek Community Development District.

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EIGHTH ORDER OF BUSINESS

**Review Residence Variance
Request**

Mr. and Mrs. Norkike at 207 Glenneyre Circle reviewed their variance request with the Board to be allowed to keep their fence on the drainage easement on their property. Discussions ensued regarding a gate being available for access, concerns regarding setting a precedent and the need to have a recorded license agreement so any future homeowner would be made aware of requirements. It was noted this location is not on a

168 pond but access to a drainage pipe that goes to a specific location to the preserves
169 behind this home and their neighbor's home.
170

On a motion by Mr. Stone, seconded by Mr. Murphy, with Mr. McCollum opposed, the Board approved variance at 207 Glenneyre Circle, subject to a recorded license agreement being executed, for Trout Creek Community Development District.

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172 **NINTH ORDER OF BUSINESS**

**Consideration of Consent to
Assignment of Landscape
Maintenance Agreement PH-2**

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176 Ms. Buchanan stated that Tree Amigos was bought out by Ruppert Landscaping, and
177 this will transfer their agreement under that name.
178

On a motion by Mr. Stone, seconded by Mr. Wright, with all in favor, the Board approved Consent to Assignment of Landscape Maintenance Agreement by Tree Amigos being bought out by Ruppert Landscaping, for Trout Creek Community Development District.

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180 **TENTH ORDER OF BUSINESS**

**Discussion Regarding Miller
Tennis Management "904 Tennis"**

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183 Ms. Tharpe updated the Board that as discussed during the budget process, she wants
184 to hold 904 Tennis accountable for holding camps and programs which was the original
185 intent of them being a service provider. It was noted that the vendor is requesting a
186 \$2,000.00 payment to help get these programs off the ground, but that will be
187 reimbursed through the revenue share requirement.
188

On a motion by Mr. Stone, seconded by Mr. Murphy, with all in favor, the Board approved the agreement in substantial form, subject to Mr. Wright's final review, for Trout Creek Community Development District.

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190 **ELEVENTH ORDER OF BUSINESS**

**Discussion Regarding Café
Operations**

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193 Tabled.

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195 **TWELFTH ORDER OF BUSINESS**

**Consideration of Reserve Study
Proposals**

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198 The Board discussed the three (3) proposals behind Tab 14. After discussion, the Board
199 approved Reserve Advisors in the amount of \$8,300.00.
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On a motion by Mr. Murphy, seconded by Mr. Stone, with Mr. Sajkowski opposed, the Board approved Reserve Advisors in the amount of \$8,300.00, for Trout Creek Community Development District.

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202 **THIRTEENTH ORDER OF BUSINESS**

Consideration of Resolution 2025-02; Recognizing Contribution (Series 2022 Assessments)

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206 Tabled.

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208 **FOURTEENTH ORDER OF BUSINESS**

Consideration of Resolution 2025-03; Accepting Dedication of Property (Phases 3A-3C 3G)

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212 Tabled.

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214 **FIFTEENTH ORDER OF BUSINESS**

SUPERVISOR REQUESTS & AUDIENCE COMMENTS

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217 **AUDIENCE**

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219 No audience comments.

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221 **SUPERVISORS**

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223 It was acknowledged this would be the last Board meeting for Mr. McCollum, Mr. Murphy and Mr. Stone. The Board and staff thanked them for their service.

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225 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

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On a motion by Mr. Stone, seconded by Mr. Murphy, with all in favor, the Board adjourned the meeting at 6:14 p.m., for Trout Creek Community Development District.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

Exhibit A



ECS Florida, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

Goodhope Court Underdrain Evaluation

St. Johns, Florida 32259

ECS Proposal Number 35:22768

October 8, 2024





October 8, 2024

Ms. Melissa Dobbins
Trout Creek CDD
2806 N. 5th Street, Suite 403
St. Augustine, FL 32084

ECS Proposal No. 35:22768

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Goodhope Court Underdrain Evaluation
St. Johns, Florida

Dear Ms. Dobbins:

Thank you for the opportunity to submit a proposal for your project. We look forward to providing any geotechnical engineering and construction materials testing and environmental consulting you may need for any of your projects.

SCOPE OF WORK

As requested, we propose to provide an underdrain evaluation for a portion of the pavement at Goodhope Court. We anticipate installing 3 piezometers to a depth of approximately 6 feet below existing grade or until practical refusal. We will measure the groundwater levels on two separate site visits. A report of the measured groundwater levels and our estimated seasonal high groundwater elevation will be provided at the end of the monitoring period for each monitoring location.

COMPENSATION AND AUTHORIZATION FOR PAYMENT

Based on the scope of services outlined above, we propose to provide the geotechnical and engineering services for a lump sum fee of \$3,000. A returned copy of the attached authorization form dated and signed by a responsible signatory will formally authorize the services identified in this proposal. Our work will be performed in accordance with our Terms and Conditions, a copy of which is attached to and made part of this proposal.

CLOSING

ECS Florida, LLC endeavors to achieve sustainable growth through client-focused partnerships, and we sincerely look forward to continue developing our professional relationship with your company. Should you have any questions regarding this proposed cost estimate please contact our office.

Respectfully submitted,

ECS FLORIDA, LLC



Jared Pitts, P.E.
Geotechnical Department Manager
JPitts@ecslimited.com



Chris M. Egan, P.E.
Assistant Office Manager, Principal
CEgan@ecslimited.com

Attachments: Proposal Acceptance Form
ECS Terms and Conditions of Service

**PROPOSAL ACCEPTANCE FORM
ECS FLORIDA, LLC**

Project Name: Goodhope Court Underdrain Evaluation

Location: St. Johns, Florida

Fee: \$3,000

Private Utility Locator

Indicate if a private utility locator is requested by checking the box above for private utility locator.
The fee will be established based on site specific requirements.

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and Client. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

CLIENT AND BILLING INFORMATION

Name of Client: _____

Contact Person: _____

Telephone No.: _____

E-mail: _____

Responsible for Payment

Approval of Invoice (if different)

Contact Name: _____

Company Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No: _____

E-mail Address: _____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	E-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Client Signature: x _____ Date: _____



ECS FLORIDA, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the

- acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 21.3 For projects located in Florida, the parties agree that **PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.**
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.
- 30.0 TITLES: ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

Exhibit B

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME STONE RYAN Scott	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Trout Creek CDD
MAILING ADDRESS 54 GRAM Ct ST Johns	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY ST Augustine FL	COUNTY NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED 10.16.24	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____:

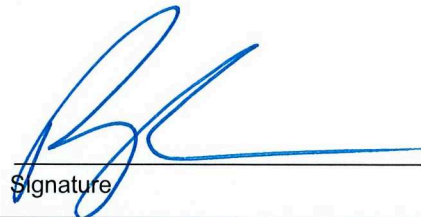
(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of e-Pally X, Core Outdoors, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

10-16-24

Date Filed



Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

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 October 2024

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2024 through October 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$281,765.68**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2024 Through October 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Arrow Exterminators	101348	58948690	Monthly Pest Control Services 10/24	\$ 116.00
Arrow Exterminators	101350	58948802	Monthly Pest Control Services 10/24	\$ 59.00
Arrow Exterminators	101350	58948803	Rodent Control Services 10/24	\$ 35.00
AT&T	20241016-01	151561791 10/24 Autopay	Internet Services 10/24	\$ 32.10
AT&T	20241016-02	299942543 10/24 Autopay	Internet Services 10/24	\$ 32.10
AT&T	20241026-01	323382736 10/24 Autopay	TV & Internet Services 10/24	\$ 135.28
AT&T	20241001-01	324079257 09/24 Autopay	Phone & Internet Services 09/24	\$ 170.32
AT&T	20241029-01	324709257 10/24 Autopay	Phone & Internet Services 10/24	\$ 171.14
Buster's Cleaning Service	101315	134	Janitorial Services 10/24	\$ 1,600.00
C BUSS Enterprises, Inc.	101332	2435	Pool Maintenance 10/24	\$ 3,600.00
Cal-Tech Testing, Inc.	101333	59561	RW Preliminary Investigation 10/24	\$ 1,000.00
Candace Lamb	101321	CL101724 Refund	Square Error - Deposit Refund 10/24	\$ 205.00
Celebration Jax, LLC	101354	23086	Inflatables for Boo Bash Event 10/24	\$ 2,326.50

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2024 Through October 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles Aquatics, Inc.	101334	51681	Fountain Maintenance 10/24	\$ 400.00
Charles Aquatics, Inc.	101334	51815	Pond Maintenance 10/24	\$ 3,511.00
Colden Company, Inc.	101305	18681	Quarterly Voice & Phone Services 10/24-12/24	\$ 938.97
Colden Company, Inc.	101322	18779	Service Call 09/24	\$ 225.00
Crystal Rodriguez	101355	09282016-61 324	Boo Bash Event - Face Panting 10/24	\$ 770.00
ECS Florida, LLC	101323	1210173	Engineer - Field Compaction Unit Testing 09/24	\$ 1,405.00
EZ Event Ride Inc.	101356	04 Boo Bash	Trolley Services 10/24	\$ 2,750.00
FirstService Residential Florida, Inc.	101307	11004004	Business Cards and Name Tag 09/24	\$ 166.49
FirstService Residential Florida, Inc.	101307	11005099	Medical Insurance 09/24	\$ 3,630.00
FirstService Residential Florida, Inc.	101306	11006022	Management Services 09/07/24- 09/20/24	\$ 23,941.27
FirstService Residential Florida, Inc.	101335	11010315	Management Services 09/21/24- 10/04/24	\$ 23,388.06
FirstService Residential Florida, Inc.	101357	11013209	Name Tags 09/24	\$ 50.00
Florida Department of Commerce	20241023-01	91193 ACH	Special District Fee for FY 24-25	\$ 175.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2024 Through October 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Revenue	20241014-01	65-8017062725-9 09/24	65-8017062725-9 Sales & Use Tax	\$ 331.89
Florida Natural Gas	101324	ACH 1098712ES	09/24 Natural Gas Services 09/24	\$ 8.26
Florida Power & Light Company	20241003-01	03602-11429 08/24	38 Rosemont Dr 08/24	\$ 35.21
Florida Power & Light Company	20241028-05	Autopay 39473-03305 09/24	25 Ridgewind Dr #LTG 09/24	\$ 54.25
Florida Power & Light Company	20241028-04	Autopay 67979-76187 09/24	574 Timberwolf Trl 09/24	\$ 26.02
Florida Power & Light Company	20241003-02	Autopay 98411-59305 08/24	37 Timberwolf Trl 08/24	\$ 45.98
Florida Power & Light Company	20241024-01	Autopay Monthly Summary 09/24	Electric Services 09/24	\$ 9,549.66
Florida Power & Light Company	20241028-03	Autopay 324 Monthly Summary A 09/24	Electric Services 09/24	\$ 98.23
Frank Murphy	101325	Autopay 324 FM101624	Board of Supervisors Meeting 10/16/24	\$ 200.00
Gannett Florida LocaliQ	101316	0006701456 09/24	Account# 764106 Legal Advertising 09/24	\$ 222.96
Howard Services, Inc.	101317	S-18915	Service Call - Fitness Center A/C 09/24	\$ 495.00
Investment Painting of North FL, LLC	101351	4576	Painting of Fitness Center 10/24	\$ 2,152.50
Investment Painting of North FL, LLC	101336	4577	Painting of Fitness Center 10/24	\$ 2,152.50

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2024 Through October 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
IPFS Corporation	101318	GAA-D60191 Pmnt #1 11/24	Liability Insurance Payment #1 11/24	\$ 8,526.35
JEA	20241010-01	9634626977 08/24	Water-Sewer Services 08/24	\$ 33,810.78
Jeffrey Ganz	101358	Autopay 102824 Boo Bash	Musical Entertainment - Boo Bash Event 10/24	\$ 650.00
Konica Minolta Premier Finance	101349	539223248	Copier Lease #500-00673850-000 10/24	\$ 474.54
Kutak Rock, LLP	101308	3454563	Legal Services 08/24	\$ 4,815.74
Leisure Creations	101309	00088821	Replacement Seat Sling 07/24	\$ 1,176.21
Maximum Entertainment Trivia	101359	4 Boo Bash	DJ Services - Boo Bash Event 10/24	\$ 350.00
Mini Melts of America, Inc.	101360	515980	Ice Cream Precup 10/24	\$ 366.60
Noreast Capital Corporation	101343	608767	Cardio Fitness Equipment Lease 10/24	\$ 3,128.97
Poolsure	101310	131295625000	Pool Chemicals 10/24	\$ 4,588.50
Prestige Landscapes of North Florida, Inc.	101337	Shearwater Ph14-B	PH3 Monthly Maintenance 10/24	\$ 20,953.17
Progressive Entertainment, Inc.	101361	1299008	Boo Bash Event 10/24	\$ 2,450.00
Progressive Entertainment, Inc.	101311	12810468	Dive in Movie Night 10/25/24	\$ 440.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2024 Through October 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pye-Barker Fire & Safety, Inc.	101352	IV00316620	Repair Backflows / Installed Complete Rubber Rebuild Kit 09/24	\$ 1,491.08
Republic Services	20241006-01	0687-001461954 Autopay	Waste Disposal Services 10/24	\$ 868.56
Richard Clinton Wright	101326	CW101624	Board of Supervisors Meeting 10/16/24	\$ 200.00
Rizzetta & Company, Inc.	101304	INV0000093694	District Management Fees 10/24	\$ 4,719.83
Rizzetta & Company, Inc.	101314	INV0000093806	Dissemination Services 10/24	\$ 666.67
Rizzetta & Company, Inc.	101319	INV0000093884	Annual Assessment Roll 10/24	\$ 5,966.00
Ruppert Landscape, LLC	101327	670805	Monthly Landscape Maintenance 09/24	\$ 30,054.60
Ruppert Landscape, LLC	101338	672513	Irrigation Repairs 09/24	\$ 5,433.00
Ryan Scott Stone	101328	RS101624	Board of Supervisors Meeting 10/16/24	\$ 200.00
Surfside Pools	101339	309645	Pool Chemicals 09/24	\$ 32.00
TECO Peoples Gas	20241028-02	211011457499 09/24 Autopay	Natural Gas Services - 182 Kayak Way 09/24	\$ 45.98
TECO Peoples Gas	20241028-01	221008807523 09/24 Autopay	Natural Gas Services - 2105 Shearwater Pkwy 09/24	\$ 45.87
The Bank of New York Mellon	101344	252-2665973	Trustee Fees - Series 2020 10/01/24-09/30/25	\$ 4,600.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2024 Through October 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Greenery of North Florida, Inc.	101340	765140	Landscape Maintenance Contract #59056 10/24	\$ 17,681.82
The Greenery of North Florida, Inc.	101340	765523	Replaced Blanchard Magnolia 09/24	\$ 2,295.00
The Greenery of North Florida, Inc.	101340	765662	Irrigation Repair 10/24	\$ 560.50
The Greenery of North Florida, Inc.	101345	765748	Soil Raising Along Sidewalk to Play Field 10/24	\$ 1,845.00
The Tree Amigos Outdoor Services, LLC	101346	202651	Playground Mulch 05/24	\$ 13,500.00
The Tree Amigos Outdoor Services, LLC	101346	203140	Irrigation Repair 04/24	\$ 1,838.00
The Tree Amigos Outdoor Services, LLC	101346	211157	Irrigation Inspection Phase 2 07/24	\$ 4,007.00
Tri-County Safety and Security	101329	B-0968	Public Safety Services 09/16/24- 09/30/24	\$ 1,964.00
Tri-County Safety and Security	101362	B-0986	Public Safety Services 10/01/24- 10/15/24	\$ 920.00
Trout Creek CDD	DC101624	DC101624	Debit Card Replenishment 10/16/24	\$ 3,139.10
Vesta Property Services, Inc.	101330	422351	Lifeguard/Supervisor/Pool Monitor 09/24	\$ 9,754.32
VGlobal Tech	101341	6629	Website Maintenance 10/24	\$ 175.00
Vincent J Sajkowski	101331	VS101624	Board of Supervisors Meeting 10/16/24	\$ 200.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2024 Through October 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
W.B. Mason Co., Inc.	101320	249004900	Janitorial Supplies 09/24	\$ 143.74
W.B. Mason Co., Inc.	101342	249626792	Miscellaneous Operating Supplies 10/24	\$ 39.98
W.B. Mason Co., Inc.	101342	249647825	Miscellaneous Operating Supplies 10/24	\$ 159.98
W.B. Mason Co., Inc.	101342	249758161	Miscellaneous Operating Supplies 10/24	\$ 323.76
W.B. Mason Co., Inc.	101353	249824703	Miscellaneous Operating Supplies 10/24	\$ 515.93
W.B. Mason Co., Inc.	101353	249846790	Miscellaneous Operating Supplies 10/24	\$ 66.45
W.B. Mason Co., Inc.	101353	249905355	Miscellaneous Operating Supplies 10/24	\$ 46.98
W.B. Mason Co., Inc.	101363	250069461	Miscellaneous Operating Supplies 10/24	\$ 79.98
Wellbeats, Inc.	101347	EPIV00000094303	WBC_PLUS Content Period 10/24	<u>\$ 249.00</u>
Report Total				<u>\$ 281,765.68</u>

Tab 2

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISOR
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

Signature

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing oath was administered before me by means of physical presence or online notarization this _____ day of _____, 2024, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Trout Creek Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Notary Public
STATE OF FLORIDA

My commission expires on: _____

Tab 3

RESOLUTION 2025-02

A RESOLUTION OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Supervisors of the Trout Creek Community Development District desires to elect the below recited persons to the offices specified.

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

1. The following persons are elected to the offices shown:

Chair	_____
Vice Chair	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	<u>Melissa Dobbins</u>
Assistant Secretary	<u>Lesley Gallagher</u>
Secretary	<u>Scott Brizendine</u>
Treasurer	<u>Scott Brizendine</u>
Assistant Treasurer	<u>Shawn Wildermuth</u>

PASSED AND ADOPTED this 20th day of November 2024.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Tab 4



November 11, 2024

Ms. Melissa Dobbins
Trout Creek CDD
2806 N. 5th Street, Suite 403
St. Augustine, FL 32084

ECS Project No. 35:36199

Reference: Roadway Underdrain Evaluation
Goodhope Court Underdrain Evaluation
St. Johns County, Florida

Dear Ms. Dobbins:

ECS Florida, LLC (ECS) has completed our field exploration and engineering evaluation along the requested portion of roadway to determine the need for roadway underdrains to maintain a separation of at least 1 foot between the SHGWL and the bottom of subgrade as specified in St. Johns County Land Development Code. A summary of our evaluation of the need for roadway underdrains at the project is summarized below:

POST-CONSTRUCTION OBSERVATIONS

The post-construction SHGWL is impacted by several factors including site grading (fills and cuts) which change or divert the natural stormwater infiltration and runoff patterns, irrigation areas, changes in vegetation, an increase in impervious surfaces (pavements), the proximity of stormwater management ponds and the ponds Normal Water Levels (NWL), and the type of fill materials used at the site (often relative permeable sands).

FIELD EXPLORATION

To explore the post-construction groundwater conditions, temporary monitoring wells were installed to measure the existing groundwater levels. Three temporary monitoring wells were installed by ECS. These monitoring wells were measured during our site visit. The top of the monitoring wells were covered with a plastic cover which should not allow rainwater to enter the pipes before our readings were taken.

SEASONAL HIGH GROUNDWATER ESTIMATION

The SHGWL was estimated using antecedent rainfall, rain gauge measurements and groundwater measurements from a locally monitored piezometer. We estimate the project site at the time of our measurements is approximately equal to the SHGWL. Please note, this is an estimate based on groundwater measurements recorded when the site is not at the seasonal high condition. A higher seasonal high groundwater level may be considered by St. Johns County, but this is the minimum separation from the measured groundwater level to the SHWGL level we recommend considering. A summary of our groundwater level measurements at the monitoring well locations are summarized in table below.



Approximate Monitoring Well Location		Estimated Seasonal High Groundwater Elevation (feet)
Goodhope Court	20+45	22.9
	21+40	22.8
	22+25	22.2

We understand from the project plans (provided by Prosser) the pavement section for this project consists of 1.75 inches of asphalt, 6 inches of limerock base course and 12 inches of stabilized subgrade. The pavement section has been designed for a seasonal high groundwater separation of 12 inches below the subgrade.

CONCLUSION

Based on our field observations, explorations and engineering evaluation summarized above, it is our opinion that a 12-inch separation between the seasonal high groundwater table and the bottom of the subgrade may not be present at the locations below:

Goodhope Court: 19+90 to 22+75

At these locations, we recommend underdrain consisting of a FDOT Type II underdrain as detailed in Standard Index 440-001 of the FDOT 2023-24 standard plans. The underdrain pipes should be designed with positive outflow and connect to a storm structure for drainage. In areas which conflict with other utility lines or transformers, we recommend that the underdrain be relocated around the utility.

We understand no dewatering or other method of lowering the natural groundwater was implemented prior to our site visits. We should be contacted if any of the above project information is incorrect so that we may reevaluate our recommendations. If the natural groundwater level is changed by conditions which were not encountered during our site visits (i.e. grading, landscaping, irrigation, paving, changes in the ponds water levels etc.) we should be contacted.

Thank you for allowing ECS the opportunity to provide geotechnical engineering and construction materials testing services for this project. Should you have any questions and/or comments, please contact our office.

Thank you,
ECS Florida, LLC

Jared Pitts, P.E.
Geotechnical Department Manager
Registered, Florida No. 92090
JPitts@ecslimited.com

Chris M. Egan, P.E.
Principal Engineer
Registered, Florida No. 79645
CEgan@ecslimited.com

Proposed letter to the County regarding Shearwater Parkway and Timberwolf Trail

To: Greg Caldwell, Public Works Director
County of St Johns Department of Public Works

Dick D'Souza, Growth Management Assistant Director Transportation
Michael Grunewald, County Traffic Engineer

From: Trout Creek Community District Board of Supervisors

CC: County of St Johns Planning and Zoning Division
County of St Johns County Commissioners

Subject: The intersection of Shearwater Parkway and Timberwolf Trail
Located with the Trout Creek Community aka Shearwater

Ladies and Gentlemen:

The Board of Supervisors for the Trout Creek Community Development District is hereby making a formal request of the County of St Johns to install a 3-way stop at the intersection of Shearwater Parkway and Timberwolf Trail.

With the beginning of the 2024-2025 school year and the opening of Trout Creek Academy elementary school in August of 2024, there exists a high volume of traffic of elementary school children that traverse this intersection each school day. There are pedestrians, electric scooters, electric bicycles, golf carts and other traffic that must cross this intersection to get to and from Trout Creek Academy.

While your requirements for change may necessitate a traffic study to be conducted, you are aware there is no relevant traffic history prior to August 2024 as this road was opened to the public only 4 weeks before the start of this school year.

As a high risk to our children has been identified and acknowledged by Public Works officials, as recently as November 8, 2024, we ask your immediate attention to address this increased risk and correct this situation.

Should your process and procedure require delays, this Board of Supervisors is requesting that you to provide Public Assistance personnel as soon as possible at this intersection during pre

and post school hours. In addition, we request that temporary traffic control signs be installed. As an additional option we ask you to contact the Sheriff's Department and as part of the TEA agreement with our district and provide a sheriff's officer at this intersection at the hours before and after school.

We thank you for your priority attention to this concern for our district's children. If you require any further approval from this district Board of Supervisors, please contact us so that we may respond immediately to avoid any further delays.

Sincerely,

(5 signatures)

CC: Melissa Dobbins, TCCDD District Manager
Katie TCCDD District Counsel

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between:

Trout Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida, with a mailing address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“**District**”); and

Yuro & Associates, LLC, a Florida limited liability company, with a mailing address of 145 Hidden Road, Unit 108, Ponte Vedra, Florida 32081 (“**Engineer**”).

RECITALS

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, on October 16, 2024, the District's Board of Supervisors (“**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

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

ARTICLE 2. SCOPE OF SERVICES.

- A. The Engineer will provide general engineering services for the District, including:
1. Preparation of any necessary reports and attendance at meetings of the Board.
 2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
 3. Providing professional engineering services, including but not limited to, review and execution of documents under the District's Trust Indentures and monitoring of District projects.
 4. Any other items requested by the Board.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects, including but not limited to:
1. Periodic visits to the site, or full time construction management of District projects, as directed by District.
 2. Processing of contractors' pay estimates.
 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
 4. Final inspection and requested certificates for construction, including the final certificate of construction.
 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 6. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized and shall be in a form similar to

the form set for in **Exhibit A** hereto (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

- B. Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the rates outlined in **Exhibit B**, attached hereto and incorporated by this reference, shall apply. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.

- B.** Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

ARTICLE 7. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

- A.** Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (“**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B.** Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, the Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District’s sole discretion to retain possession for a longer period of time. Notwithstanding the foregoing, the Engineer agrees that delivery of any Work Product necessary to proceed with the ongoing work of the District shall not be withheld or unreasonably delayed solely based upon the timing of the invoicing or payment. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver to the District all such Work Product, whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District.
- C.** The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

ARTICLE 10. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

ARTICLE 11. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 12. INSURANCE.

- A. Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:
1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 2. Commercial General Liability Insurance, including but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
 3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
 4. Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).

- B. All insurance policies, except for the Professional Liability Insurance, secured by Engineer pursuant to the terms of this Agreement shall be written on an “occurrence” basis to the extent permitted by law.
- C. The District and the District’s officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and Professional Liability Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.
- D. If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

ARTICLE 13. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 14. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District’s records retention policy, whichever comes later.

ARTICLE 15. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having

appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 16. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the generally accepted professional standard of care, skill, diligence, and professional competency for such work and/or services consistent with industry standards used by members of the Engineer's profession practicing under similar circumstances. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 17. INDEMNIFICATION.

- A.** The Engineer agrees, to the fullest extent permitted by law (except against professional liability claims), to indemnify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (together, the "**Indemnitees**"), from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer's contractors, subcontractors, and sub-subcontractors. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor for in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of One Million Dollars and No Cents (\$1,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents.
- B.** The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would

otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

- C. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.
- D. Neither District nor Engineer shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, including but not limited to, loss of revenue, loss of production or loss of profit.

ARTICLE 18. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, *Florida Statutes*.

ARTICLE 19. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

ARTICLE 20. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be St. Johns County, Florida.

ARTICLE 21. NOTICE. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Engineer: Yuro & Associates, LLC
145 Hidden Road, Unit 108
Ponte Vedra, Florida 32081
Attn: _____

B. If to District: Trout Creek Community

Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

ARTICLE 22. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is Melissa Dobbins (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEERS’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270
MDOBBINS@RIZZETTA.COM, OR 2806 N. 5TH STREET, UNIT 403, ST.
AUGUSTINE, FLORIDA 32804.**

ARTICLE 23. NO THIRD PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 25. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

ARTICLE 26. CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

ARTICLE 27. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

ARTICLE 28. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 29. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 30. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services, unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of

any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 31. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 32. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees, and costs at all judicial levels.

ARTICLE 33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

ARTICLE 34. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

ARTICLE 35. E-VERIFY. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

ARTICLE 36. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Engineer agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

ARTICLE 37. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

YURO & ASSOCIATES, LLC

Witness

By: _____
Its: _____

Exhibit A: Form of Work Authorization

Exhibit B: Rate Schedule

Exhibit A
Form of Work Authorization

_____, 20____

Trout Creek Community Development District
St. Johns County, Florida

Subject: **Work Authorization Number** ____
 Trout Creek Community Development District

Dear Chairperson, Board of Supervisors:

Yuro & Associates, LLC (“Engineer”), is pleased to submit this work authorization to provide engineering services for the Trout Creek Community Development District (“District”). We will provide these services pursuant to our current agreement dated _____, 2024 (“Engineering Agreement”) as follows:

I. Scope of Work

The District will engage Engineer to perform those services [INSERT SERVICES TO BE PROVIDED].

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Yuro & Associates, LLC. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of
Trout Creek Community
Development District

Date: _____, 20____

Exhibit B
Rate Schedule



- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

Yuro & Associates, LLC
FY 2024 Fee Schedule

<u>PROFESSIONAL SERVICES</u>	<u>HOURLY RATE</u>
Principal (<i>Professional Engineer</i>).....	\$ 185.00
Project Manager (<i>Professional Engineer</i>).....	\$ 165.00
Engineer (<i>EIT</i>).....	\$ 135.00
Designer / Draftsman	\$ 125.00
Construction Manager / Inspector.....	\$ 115.00
Administrative.....	\$ 75.00

REIMBURSABLE EXPENSES:

- Paper Copies:
 - 8 ½" x 11" B&W - \$0.20 each
 - 8 ½" x 11" Color - \$0.35 each
 - 11" x 17" B&W - \$0.40 each
 - 11" x 17" Color - \$0.70 each
- Binding: \$5.00 per document
- The following items will be billed at cost plus 10%
 - 24" x36" Plots (Color and B&W)
 - Travel & Hotel Expenses
 - Shipping and delivery
- Mileage charged at current IRS rates

145 Hilden Road, Unit 108, Ponte Vedra FL 32081
(904) 342-5199 * myuro@mjyuro.com

Tab 5



the greenery, inc.®

— EMPLOYEE OWNED —

TROUT CREEK CDD MONTHLY LANDSCAPING REPORT

Phase 1





the greenery, inc.®

— EMPLOYEE OWNED —

Prepared by: Zachary Higginbotham
Customer Relations Manager
904 776 9483
zhigginbotham@thegreeneryinc.com

Trout Creek CDD
First Service Residential
Belynda Tharpe, Community Director

Trout Creek CDD Phase 1 Landscape Report

November 12th, 2024

Landscape Maintenance:

The crew has been completing mowing maintenance every other week, while continuing to detail the community. The crew trimmed the front entrances shrubs and will continue down the main boulevard. The beds along the clubhouse pond have been sprayed and weeds in shrubs pulled.

Plant Health Care:

Application: St. Aug turf. Post emergence herbicides & soluble 21-7-14 @ ½ lb. rate of Nitrogen with 10% Fe & Mn micro-nutrients. Spot treatments for any active lawn damaging insects & fungus (CG & JE) Oct 30th

Application: Ornamentals. Contact & systemic insecticides & fungicides to combat scale insects & leaf spot diseases. (CG & JE) Oct 30th

Tab 6



RUPPERT
LANDSCAPE

Trout Creek CDD: Monthly Report

November 2024

Fungus/Pest/Fertilizer: Herbicides and pre-emergent has been applied to all Tree rings and landscape beds throughout Trout Creek CDD.

Maintenance: As we approach the winter months the turf growth has slowed tremendously. The weeks we aren't mowing we are focusing on detail work. This past month we started cutting back the drift roses, knockout roses, spartina grass and limbing up trees. By doing this it will help promote new and healthy blooms. We will continue to trim these in sections as we come across them. We will start trimming the Muhly grass once they are done blooming.

Irrigation: The irrigation system is working as it should. A irrigation inspection is being performed and we will note anything that needs to be fixed. With the temperature still in the mid 80's we have the irrigation running 3 days a week. Once the temp cools down we will be setting the watering days to once or twice a week.



Spray Report

Customer: Tree Amigos

Property: Shearwater

Date: 10/14/24-10/18/24

Area treated +/- 28 acres

Total Gallons used: 4000

Product:

6-0-0 @ 3lbs per acre

Bifen XTS @ 8oz per acre (IPM)

Meridian (IPM)

Atrazine @ 64oz per acre

Simazine @ 64oz per acre

24D @ 8oz per acre (IPM)

MSM @ 0.4oz per acre (IPM)

Cryder @ 1oz per acre (IPM)

Target for this application was to improve the overall health, growth, and color of the turf and prevent turf damaging insects. Preventative and curative insecticides were applied to prevent and eliminate turf damaging insects. Post-emergent herbicide was applied to prevent and eliminate broadleaf weeds. Application must be watered in within 24 hours. Expect to see results in 10-14 days.

Tab 7



PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

October 2024 Maintenance Report

Shearwater Phase 3

PRESTIGE LANDSCAPES OF NORTH FLORIDA
CHRIS KENNY - OWNER
904-315-8041
ST. JOHNS, FLORIDA 32260
chris@pliflorida.com



Chris Kenny—Owner
904-315-8041
P.O. Box 600061
St. Johns, Florida 32260
chris@pliflorida.com

October, 2024

Belynda Tharpe , Community Director
First Service Residential
100 Kayak Way
St. Augustine, FL 32092

Re: Landscape Maintenance Service Report

Below is the landscape maintenance report for Shearwater Ph 3.

Weekly Maintenance

Maintenance crews are focused on mowing, edging, string trimming, hedge pruning, plant bed weed control, blowing. September's pruning and fertilization on blooming plants paid off. Roses and Muhly are in full bloom this month and showing beautifully. All sod replacement areas have also been completed.

Irrigation

Our irrigation team completed the monthly inspection, which included nozzle cleaning and head/nozzle adjustments as needed throughout the property. The ph3 irrigation system is now running 3x per week on turf and 2x per week on plant bed areas. This month there were only a few minor repairs done to the system.

As the season changes, we will continue to reduce run days.

Agronomics

This month we spot treated for turf weeds. Next month we will be applying another fertilization before the turf goes dormant for the winter.

If you have any questions after reviewing our report, please contact us.

Sincerely,
Chris Kenny
Owner/President
chris@pliflorida.com
904.315.8041



W. O. # _____

Name Martha Ct. Common Area

Address _____

Date 10/10/2024 pg 1 of 1

Irrigation Inspection Report

START TIME(S)	7pm	A
START TIME(S)		B
START TIME(S)		C

Water Source	<u>Reclaim</u>
Clock Type	<u>Rain Bird ESP-ME3</u>
Rain/Freeze Switch	<u>No</u>

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	#1 - 14						
TYPE (S,R,B,D)	S, R						
RUN TIME	14hr						
PROGRAM	A						

ADJUSTMENTS	Yes						
PARTIL CLOGS							
STRAIGHTENED	Yes						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System is properly functioning with no major issues.



W. O. # _____

Name Timberwolf Clock ph3-A

Address SWP Turf

Irrigation Inspection Report

Date 10/10/2024 pg 1 of 4

START TIME(S)	8pm	A
START TIME(S)		B
START TIME(S)		C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	3,5,6,8,9,10,11,13,14,15,16,17,19,20,21,23,27,30,33,34,36,37,40						
TYPE (S,R,B,D)	R						
RUN TIME	9 hr.						
PROGRAM	A						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS- ER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now



W. O. # _____

Name Timberwolf Clock ph3-A

Address Timberwolf Turf

Date 10/10/2024 pg 2 of 4

Irrigation Inspection Report

START TIME(S)		A
START TIME(S)	8pm	B
START TIME(S)		C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	41,44,46,448,50,53,54,56,57,58,59,60,62,63,64,71,73,74,76,77,78,79						
TYPE (S,R,B,D)	R						
RUN TIME	10.3 hr.						
PROGRAM	B						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now



W. O. # _____

Name Timberwolf Clock ph3-A

Address SWP Shrubs/Trees

Date 10/10/2024 pg 3 of 4

Irrigation Inspection Report

START TIME(S)		A
START TIME(S)		B
START TIME(S)	11pm	C

Water Source	<u>Reclaim</u>
Clock Type	<u>Hunter ACC2</u>
Rain/Freeze Switch	<u>Yes</u>

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	1,2,4,7,11,12,18,22,24,25,26,28,29,31,32,35,38,39						
TYPE (S,R,B,D)	S						
RUN TIME	6 hr.						
PROGRAM	C						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : _____



W. O. # _____

Name Timberwolf Clock ph3-A

Address Timberwolf Shrubs/Trees

Date 10/10/2024 pg 4 of 4

Irrigation Inspection Report

START TIME(S)	
START TIME(S)	
START TIME(S)	
START TIME(S)	12am

A
B
C
D

Water Source Reclaim
 Clock Type Hunter ACC2
 Rain/Freeze Switch Yes

Program

Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S
D	S	M	T	W	TH	F	S

ZONE #	43,45,47,49,52,56,61,65,66,68,69,70,72,75,80						
TYPE (S,R,B,D)	S						
RUN TIME	5.45 hr.						
PROGRAM	D						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS- ER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now



W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address SWP_Cal Turf

Date 10/11/2024 pg 1 of 4

Irrigation Inspection Report

START TIME(S)	5pm	A
START TIME(S)		B
START TIME(S)		C

Water Source Reclaim
 Clock Type Hunter ACC2
 Rain/Freeze Switch Yes

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	3,5,7,10,12,15,16,17,18,20,21,22,25,30,31,32						
TYPE (S,R,B,D)	R						
RUN TIME	11 hr.						
PROGRAM	A						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS- ER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now



W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Shrubs_Trees

Date 10/11/2024 pg 2 of 4

Irrigation Inspection Report

START TIME(S)	
START TIME(S)	8pm
START TIME(S)	

A

B

C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	1,4,6,8,9,11,14,19,23,24,26,28,29,32,35						
TYPE (S,R,B,D)	S						
RUN TIME	7.7 hr.						
PROGRAM	B						

ADJUSTMENTS	x						
PARTIL CLOGS							
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-							
ER							
RAISE HEADS							
(COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	x						

Comments : System running good, no major issues as of now



W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Seaforth Turf

Date 10/11/2024 pg 3 of 4

Irrigation Inspection Report

START TIME(S)	
START TIME(S)	
START TIME(S)	430am

A
B
C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	37,38,39,40,41,42,43						
TYPE (S,R,B,D)	R						
RUN TIME	2.15hr						
PROGRAM	C						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now



W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Cart Path

Date 10/11/2024 pg 4 of 4

Irrigation Inspection Report

START TIME(S)		A	Water Source	<u>Reclaim</u>
START TIME(S)		B	Clock Type	<u>Hunter ACC2</u>
START TIME(S)		C	Rain/Freeze Switch	<u>Yes</u>
START TIME(S)	<u>3am</u>	D		

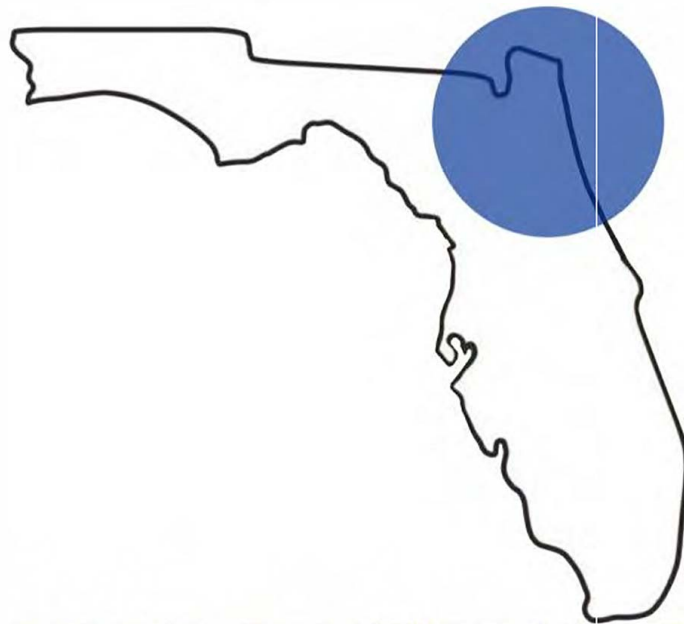
Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S
D	S	M	T	W	TH	F	S

ZONE #	<u>44,45,46,47,48,49,50,51,52,53</u>						
TYPE (S,R,B,D)	<u>S</u>						
RUN TIME	<u>2.2 hr</u>						
PROGRAM	<u>D</u>						

ADJUSTMENTS	<u>X</u>						
PARTIL CLOGS	<u>X</u>						
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	<u>X</u>						

Comments : System running good, no major issues as of now



PRESTIGE

LANDSCAPES

OF NORTH FLORIDA, INC.

PRESTIGE LANDSCAPES OF NORTH FLORIDA
CHRIS KENNY - OWNER
904-315-8041
ST. JOHNS, FLORIDA 32260
chris@pliflorida.com

Tab 8



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: November 1, 6, 8, 2024

Biologists: Jim Charles
Rich Powers, Justin Powers

Client: Trout Creek CDD

Waterways: 41 ponds

Note: This is the first report for November.

Entry Pond: Pond was in good condition. The water level is normal.



Amenity Pond: This pond was in good condition. The water level was normal.



Pond 1a: This pond was in very good condition. The water level is normal.



Pond 1b: This pond was in good condition. The water level is normal.



Pond 2a: This pond was in fair to good condition. The water level is normal.



Pond 2b: This pond was in good condition. The pond level is normal.



Pond 3a: This pond was in good condition. The water level is normal. Treatment for bacopa and pennywort last month had good results.



Pond 6: This pond was in good condition. The water level is normal. Perimeter treatment last month for torpedo grass had good results.



Pond 7a: Pond was in very good condition. The water level is normal.



Pond 7b: Pond was in good condition. The water level is normal.



Pond 7c: Pond was in good condition. The water level is normal.



Pond 8a: Pond was in good condition. The water level is normal.

Missed picture.

Pond 9a: Pond was in improved condition. The water level is normal.



Pond 9b: Pond was in good condition. The water level is normal. Treatment of perimeter last month for torpedo grass and alligator weed was effective.



Pond 9c: Pond was in good condition. The water level was normal.



Pond 10a: Pond was in good condition. The water level is good.



Pond 10c: Pond was in good condition. The water level is normal.



Pond 10d: Pond was in fair condition. The water level is normal. Treated for algae on the 8th.



Pond 11a: Pond was in improved condition. The water level is good.
Treated for minor algae on the 1st.



Pond 11b: Pond was in good condition. The water level is good.

Lost picture

Pond 11c: Pond was in very good condition. The water level is normal.



Pond 12a: Pond was in good condition. The water level is normal.



Pond 14: Pond was in good condition. The water level is good.



Pond 14b: Pond was in good condition. The water level is normal. Perimeter treatment last month for torpedo grass had good results.



Pond 20: Pond was in fair to good condition. The water level is normal. Treated perimeter for pennywort and minor algae.



Pond 21A: Pond was in fair condition. The water level is good.



Pond 21B: Pond is in much improved condition. The water level is good. Treated for algae on the 1st.



Pond 22A: Pond was in fair to good condition. Construction on out flow is complete.



Pond 22B: Pond was in good condition. The water level is good.



Pond 23A: Pond is in good condition this month. The water level is good. Treated perimeter on the 1st.





Pond 23B: Pond is in very good condition. The water level is good.



Pond 24a: Pond was in fair to good condition. Pond level is good. Perimeter treatment last month for cattails and torpedo grass was effective.



Pond 24b: Pond was in fair to good condition. The water level is good. Treated for algae on the 8th.



Pond 24c: Pond was in poor condition. The water level is good. Treated for algae and submersive weeds on the 8th,



Pond 28A: Newly added pond was in good condition.



Pond 28B: Second newly added pond was in good condition also.



Pond 29B: Pond was in good condition. Water level is normal.



Pond 29A: Pond was in good condition Water level is good.



Pond 31: Pond is in improved condition. The water level is normal.



Erosion issues on this pond.



Pond 33: Pond was in fair to good condition. The water level is normal.
Treated for algae.



Pond 34: Pond was in good condition. The water level is good.



Pond 35: Pond is in good condition. Water level is normal.



Pond 36: Pond was in good condition.



Jim Charles

Service Report

Date: October 31, 2024

Techs: Justin Powers/ Richard Powers

Client: Trout Creek CDD

The Fountain Towers in Pond 1 were cleaned. We lightly pressure washed the Towers.

Fountain Towers Before Cleaning:



Fountain Towers After Cleaning:



Tab 9

Trout Creek CDD
GM Operations Report for November 20, 2024

Administration:

- Assisted the team and LivFitness with Fitness renovation
- Assisted the team with securing paint and floor cleaning quotes for fitness reno
- Interviewed for both porter and resident services positions. Both filled.
- Phase 1 landscape drive with Prestige (contract starts 12/1/24)
- Assisted the team with the pine straw project for phases 2 and 3.
- End of season discussion with Vesta Lifeguard management team
- Attended the FSR managers meeting/training
- Finalized the pool/tennis furniture project with vendor (Southern Breeze)
- Attended and assisted the team with the community Boo Bash event

Kayak Hub:

- October Square Café Category Sales Report ([attached](#))
- October TCCDD Square Sales Report ([attached](#))

Lifestyle

- Profit & Loss Report ([attached](#))
-

904 Tennis

- Head Pro Matt Lucas resigned as he has accepted a coaching position at the University of Tennessee. Scott Miller (owner 904 tennis) has assumed this position for now. The contract arrangement previously approved by the board is on hold.

Maintenance/Vandalism/Mischief Issues:

- October Report ([attached](#))

BELYNDA THARPE

General Manager-Trout Creek CDD
100 Kayak Way | St. Augustine, FL | 32092
Direct 904.342.3739
Email belynda.tharpe@fsresidential.com

(1)



Cleaned Rain Chains And Gutters Throughout Amenities

Created: Thu, 11/7/2024

Before

(2)



Cleaned Rain Chains And Gutters Throughout Amenities

Created: Thu, 11/7/2024

After

(3)



Painted Columns At Rear Of Fitness Lodge

Created: Thu, 11/7/2024

Before

(4)



Painted Columns At Rear Of Fitness Lodge

Created: Thu, 11/7/2024

After

(5)



Cleaned Canopy's At Pool Deck

Created: Thu, 11/7/2024

Before

(6)



Cleaned Canopy's At Pool Deck

Created: Thu, 11/7/2024

After

(7)



Repaired Broken Sink At Recreational Bathrooms

Created: Thu, 11/7/2024

Before

(8)



Repaired Broken Sink At Recreational Bathrooms

Created: Thu, 11/7/2024

After

(9)



Installed New Carriage Bolts On Swing At Falls Park

Created: Thu, 11/7/2024

Before

(10)



Installed New Carriage Bolts On Swing At Falls Park

Created: Thu, 11/7/2024

After

(11)



Replaced Sump Pump At East Accelerator

Created: Thu, 11/7/2024

Before

(12)



Replaced Sump Pump At East Accelerator

Created: Thu, 11/7/2024

After

(13)



Painted Interior Doors Throughout Amenities

Created: Thu, 11/7/2024

Before

(14)



Painted Interior Doors Throughout Amenities

Created: Thu, 11/7/2024

After

(15)



Replace Leaking Irrigation Valve At Tennis Court 4

Created: Thu, 11/7/2024

Before

(16)



Replaced Leaking Irrigation Valve At Tennis Court 4

Created: Thu, 11/7/2024

After

(17)



Painted Walls And Trim At Hub

Created: Thu, 11/7/2024

Before

(18)



Painted Walls And Trim At Hub

Created: Thu, 11/7/2024

After

(19)



Soft Washed Deck At Kayak Launch

Created: Thu, 11/7/2024

Before

(20)



Soft Washed Deck At Kayak Launch

Created: Thu, 11/7/2024

After

(21)



Fire pit Rebuild At Outpost

Created: Thu, 11/7/2024

Before

(22)



Fire Pit Rebuild At Outpost

Created: Thu, 11/7/2024

After

(23)



Painted Rope Post At Pool Slide

Created: Thu, 11/7/2024

Before

(24)



Painted Rope Post At Pool Slide

Created: Thu, 11/7/2024

After

(25)



Replaced Lock At Dog Park

Created: Thu, 11/7/2024

Before

(26)



Replaced Lock At Dog Park

Created: Thu, 11/7/2024

After

(27)



Installed Door Stop In Women's Bathroom At Pavilion

Created: Thu, 11/7/2024

Before



(28)



Installed Door Stop In Women's Bathroom At Pavilion

Created: Thu, 11/7/2024

After

(29)



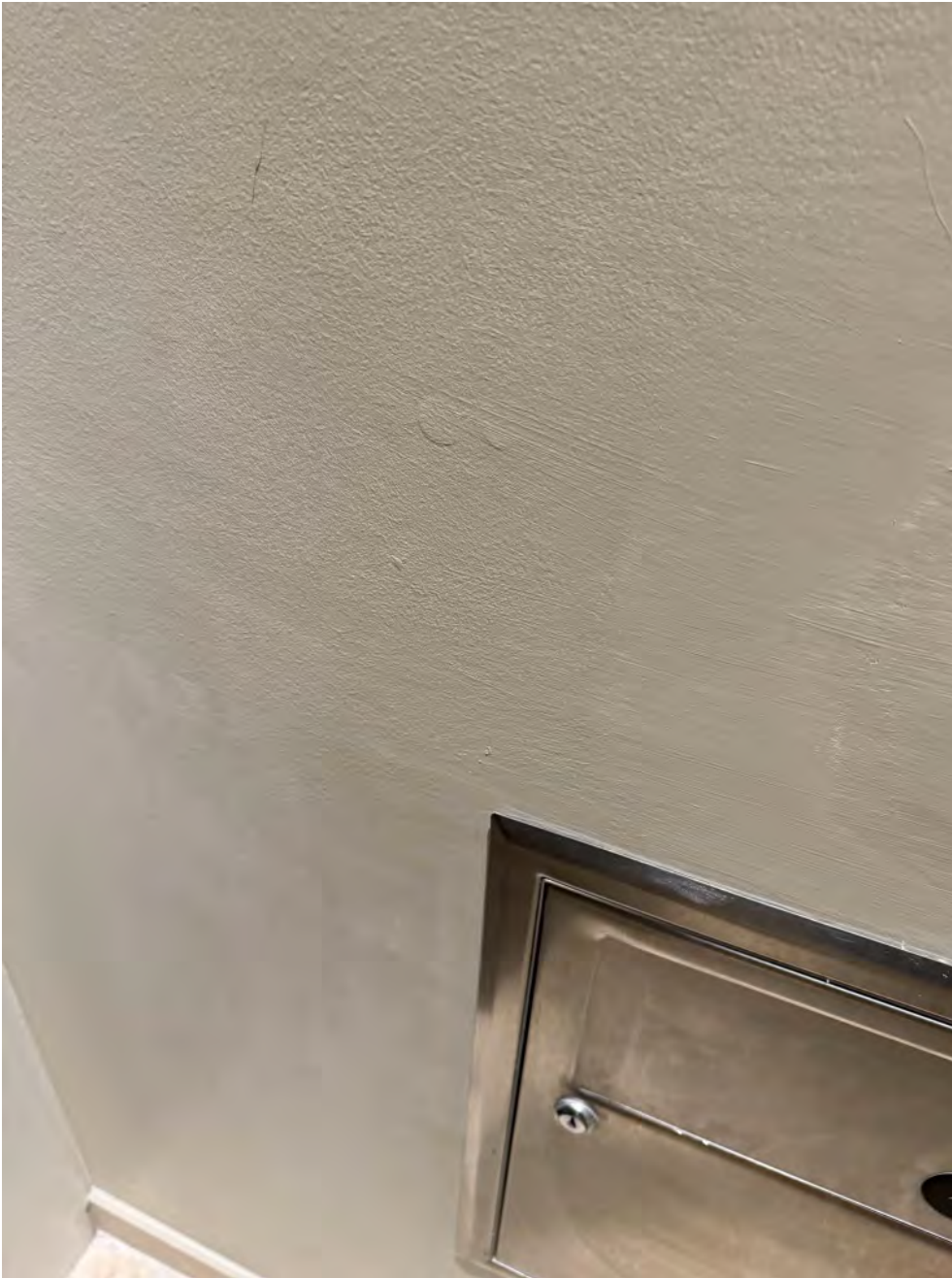
Repaired Drywall In Women's Bathroom At Pavilion

Created: Thu, 11/7/2024

Before



(30)



Repaired Drywall In Women's Bathroom At Pavilion

Created: Thu, 11/7/2024

After

(31)



Power washed Rear Of Fitness Lodge

Created: Thu, 11/7/2024

Before

(32)



Power washed Rear Of Fitness Lodge

Created: Thu, 11/7/2024

After

(33)



Installed Towing Sign In Phase 3 Just Before Trout Creek Academy

Created: Thu, 11/7/2024

Before

(34)



Installed Towing Sign In Phase 3 Just Before Trout Creek Academy

Created: Thu, 11/7/2024

After

(35)



Installed New Bulletin Board At Outpost

Created: Thu, 11/7/2024

Before



(36)



Installed New Bulletin Board At Outpost

Created: Thu, 11/7/2024

After

Completed by Johnnie verdell



Oct 1, 2024–Oct 31, 2024



Category Sales Report

Trout Creek CDD

Category	Items Sold	Gross Sales
Uncategorized	3	\$120.00
RENTAL FEES	30	\$5,595.00
Security Deposit	2	\$710.00
Special Events	4	\$482.75
Sponsor	9	\$450.00
Total	48	\$7,357.75

Oct 1, 2024–Oct 31, 2024



Category Sales Report

The HUB Cafe

Category	Items Sold	Gross Sales
Accessories	19	\$650.00
Candy	91	\$133.50
Chips	29	\$47.50
Cold Beverages	138	\$213.50
Hot Beverages	12	\$12.00
Ice Cream	65	\$260.00
Other	1	\$1,033.00
Pizza	6	\$24.00
Snacks	29	\$73.00
Total	390	\$2,446.50

SHEARWATER LIFESTYLE

Summary Report – October 2024

1. October 5th – FARMER'S MARKET

- ✓ *Approximately 600 to 700 attendees. 25+ booths of vendors.*

2. October 8th – Carrabba's Night

- ✓ *Residents preordered dinner meals from Carrabba's*

3. October 12th – Vendor Village

- ✓ *Approximately 1000 - 40+ booths of vendors*

4. October 14th – Coffee and Conversation

- ✓ *Sponsored by David Palmeri – 75+ attendees*

5. October 23rd – Health Fair

- ✓ *Minimal resident attendance – 15 vendor booths committed to January participation in lieu of poor attendance.*

6. October 25th – Family Movie Night on the lawn

- ✓ *Showing of Herbie: Fully Loaded – Approximately 175 attendees*

7. October 27th – Boo Bash

- ✓ *Final Ticket sales 1922 attendees. Actual estimate 2100+ attendees.*

8. October 29th – Trunk or Treat

- ✓ *Partnership with the Goddard School. 18 vehicles participated. 150 attendees*

9. Additional events/activities

- ✓ *Over 20 food trucks serviced the community. Resident volunteer meeting w/ 30 participants and generated over 35 resident volunteers for Boo Bash. Weekly Curiosity U events drew 12 people per event on average. Haunted home decorating contest had 31 participants.*

Oct-24

Lifestyle Profit & Loss

TOTAL EXPENSES	Estimated	Actual
	\$0.00	\$18,628.45

Coffee & Conversation	10/14/2024	Actual
Breakfast Items		\$178.08

Family Movie Night	10/25/2024	Actual
Screen services		\$440.00
Movie Rights		Prepaid
Popcorn		

Total	\$0.00	\$178.08
--------------	---------------	-----------------

Total	\$0.00	\$440.00
--------------	---------------	-----------------

Boo Bash	10/27/2024	Actual
Music		\$1,000.00
Transportation services		\$2,750.00
Signage, Giveaways, restrooms		\$3,129.99
Photography		\$500.00
Entertainment		\$9,926.50
Total	\$0.00	\$17,306.49

Decoration Contest	10/29/2024	Actual
Gift Card prizes		\$150.00
Total	\$0.00	\$150.00

Trunk or Treat	10/29/2024	Actual
Candy		\$203.88

Health Fair	10/23/2024	Actual
Bike raffle prize		\$350.00

Total	\$0.00	\$203.88
--------------	---------------	-----------------

Total	\$0.00	\$350.00
--------------	---------------	-----------------

Aug-24

PROFIT

LOSS SUMMARY	Total income
	Total expenses

	Estimated	Actual
Total income	\$0.00	\$1,236.43
Total expenses	\$0.00	\$18,628.45
Total profit (or loss)	\$0.00	(\$17,392.02)



Tab 10



**SECOND ADDENDUM TO THE CONTRACT FOR
PROFESSIONAL TECHNOLOGY SERVICES**

This Second Addendum to the Contract for Professional Technology Services (this “**Addendum**”), is made and entered into as of the 20th day of November, 2024 (the “**Effective Date**”), by and between **Trout Creek Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida (the “**District**”), and **Rizzetta & Company, Incorporated**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional Technology Services dated December 15, 2021 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.



Rizzetta & Company

2021-07-27 – WJR/RPS

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____
PRINTED NAME: William J. Rizzetta
TITLE: President
DATE: _____

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

BY: _____
PRINTED NAME: _____
TITLE: Chairman/Vice Chairman
DATE: _____



Rizzetta & Company

2021-07-27 – WJR/RPS

EXHIBIT B
Schedule of Fees

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY
Website Compliance and Management:	\$ 100.00
Email (50 GB per user) at \$20.00 per month per account:	
Board Supervisor Account 0 x \$20.00	\$ 00.00
Onsite Staff Account 0 x \$20.00	\$ 00.00
Miscellaneous Account 0 x \$20.00	\$ 00.00
Total Standard On-Going Services:	\$ _____



Rizzetta & Company

2021-07-27 – WJR/RPS

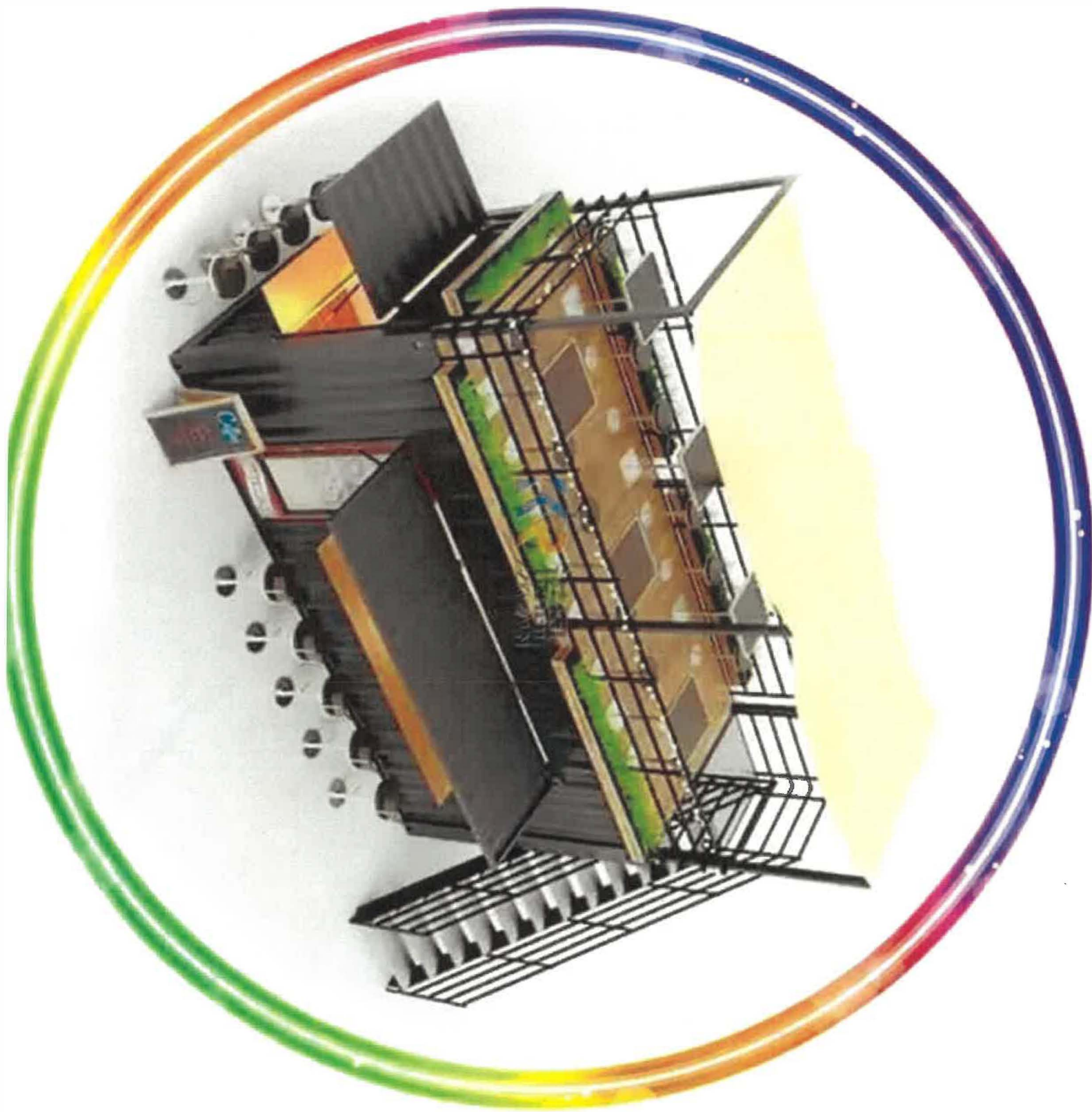
Tab 11

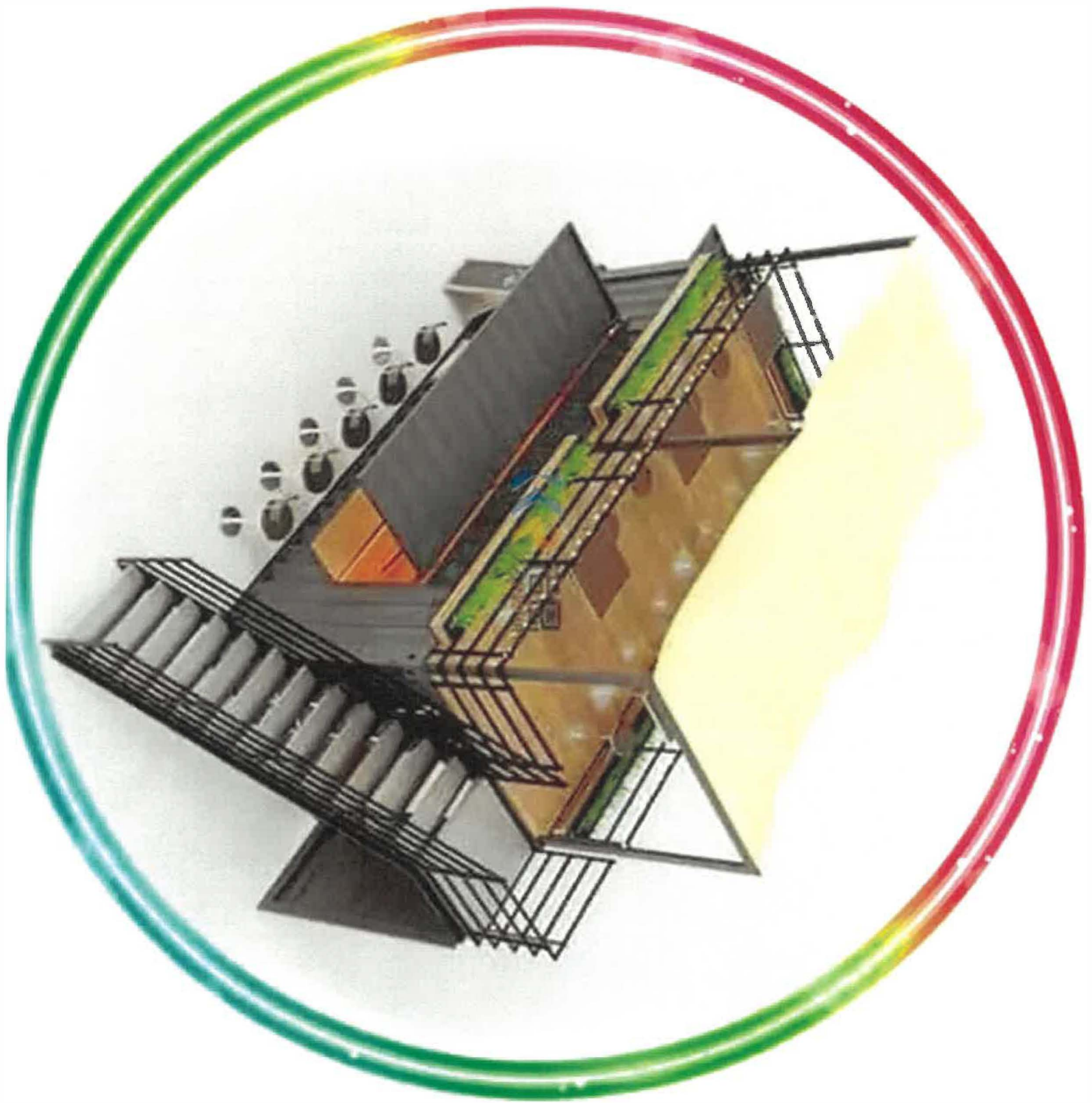
Scott Triplett Snack Shack Proposal

- 1. Image of proposed building (attached)**
 - a. Top level may be rented out for private parties/gatherings generating additional income**
- 2. Proposed hours: 4am-11pm (7 days per week)**
- 3. Proposed Menu**
 - a. Breakfast items: juice bar, protein shakes, coffee**
 - b. Lunch/Evening items: grilled cheese, chicken wings, pulled pork/chicken (sandwiches, tacos, salads, nachos, quesadillas)**
- 4. Needs from the district:**
 - a. Water Source**
 - b. Electricity**
- 5. Additional offerings/services:**
 - a. Court reservations**
 - b. Court surface maintenance**
 - c. Additional eyes on the amenities before and after operations staff**
 - d. Assist with poolside clean-up/trash**
 - e. Assist with fitness hub trash**
 - f. Poolside order service**

Tab 12









Quote: 2689

Date: 10/29/24

Quote Expires: 11/13/24

1128 Carmona Place, St. Augustine, FL 32092

Telephone: (904) 315-3933; (904) 315-3944

PROJECT:
Pool Furniture & Umbrellas

BILLING ADDRESS:
Trout Creek CDD
3434 Colwell Ave., #200, Tampa, FL 33614
Attn: Belynda Tharpe

SHIPPING ADDRESS:
Shearwater Clubhouse
100 Kayak Way
St. Augustine, FL 32092

PAYMENT TERMS: 100% PAYMENT DUE AT TIME OF ORDER

DESCRIPTION	STYLE	SIZE	FABRIC / FRAME	UNIT \$	QTY.	TOTAL \$
POOL / CLUBHOUSE						
Chaise Lounge, Armless, Sling, 12" Seat Height	Sling	12" Seat Height	Verde / Speckled Oak	\$335.00	124	\$41,540.00
Chaise Lounge, 19" Seat Height, ADA & Senior Friendly, Sling	ADA/Senior Friendly, Sling	19" Seat Height	Verde / Speckled Oak	\$401.25	4	\$1,605.00
Recliner with Arms	Sling	Std.	Verde / Speckled Oak	\$265.00	32	\$8,480.00
Dining Table, 48" Round, Aluminum Frame, Faux Teak Slats, Umb. Hole	Alum/Faux Teak	48"	Cedar / Speckled Oak	\$578.75	24	\$13,890.00
Dining Arm Chair, Faux Teak	Alum/Faux Teak	Std.	Cedar / Speckled Oak	\$283.75	96	\$27,240.00
Side Table, 18" Round, Faux Teak	Alum/Faux Teak	18"	Cedar / Speckled Oak	\$193.75	60	\$11,625.00
Umbrellas, 9', Octagon, Pulley & Pin	Pulley & Pin Lift	9'	Pistachio / Golden Oak	\$386.00	42	\$16,212.00
80 lb. Umbrella Base, Resin Coated, Concrete Filled, Aluminum Stem	In-Table	80 lbs.	Bronze	\$154.00	24	\$3,696.00
100 lb. Umbrella Base with Wheels, Premium Aluminum Shell, Concrete Filled	Free-Standing	100 lbs.	Bronze	\$469.00	18	\$8,442.00
Trash Receptacles, Aluminum Frame, Faux Teak Slats	Alum/Faux Teak	Std.	Cedar / Speckled Oak	\$975.00	6	\$5,850.00
Rain Bonnet for Receptacle, Aluminum	Aluminum	Std.	Speckled Oak	\$0.00	6	\$0.00
Heavy Duty Rigid Plastic Liner	Heavy Duty	Std.	Black	\$0.00	6	\$0.00
					POOL SUBTOTAL	\$138,580.00
TENNIS						
Modern Adirondack Chair	Marine Grade Polymer	Std.	Walnut	\$486.00	8	\$3,888.00
Triangular Side Table, 20"	Marine Grade Polymer	20"	Walnut	\$166.00	4	\$664.00
42" x 72" Bar Height, Rectangular Table, No Umbrella Hole	Alum/Faux Teak	42"x72"	Cedar / Speckled Oak	\$1,147.00	3	\$3,441.00

Bar Stools with Arms	Alum/Faux Teak	Std.	Cedar / Speckled Oak	\$386.00	18	\$6,948.00
Double 6' Bench, Aluminum Frame, Faux Teak Slats with Umbrella Hole - SURFACE MOUNT	Alum/Faux Teak	36"x72"	Cedar / Speckled Oak	\$2,593.00	2	\$5,186.00
8.5' x 11' Rectangular Umbrella	Pulley & Pin Lift	8.5'x11'	Pistachio / Golden Oak	\$0.00	2	\$0.00
Stainless Steel Stem for SURFACE MOUNT Installation Incl. Anchors	Stainless Steel	Std.	Std.	\$0.00	2	\$0.00
Single 6' Bench, Aluminum Frame, Faux Teak Slats with Umbrella Hole - PORTABLE	Alum/Faux Teak	18"x72"	Cedar / Speckled Oak	\$2,517.00	2	\$5,034.00
8.5' x 11' Rectangular Umbrella	Pulley & Pin Lift	8.5'x11'	Pistachio / Golden Oak	\$0.00	2	\$0.00
150 lb. Premium Aluminum Shell with Wheels, Concrete Filled for PORTABLE Use	Premium Alum. Shell, Concrete Filled	150 lbs.	Bronze	\$0.00	2	\$0.00
Trash Receptacles, Aluminum Frame, Faux Teak Slats	Alum/Faux Teak	Std.	Cedar / Speckled Oak	\$975.00	2	\$1,950.00
Rain Bonnet for Receptacle, Aluminum	Aluminum	Std.	Speckled Oak	\$0.00	2	\$0.00
Heavy Duty Rigid Plastic Liner	Heavy Duty	Std.	Black	\$0.00	2	\$0.00
				TENNIS SUBTOTAL		\$27,111.00

Freight Includes: Yes/No	<i>Estimated Lead Time: 10 - 12 Weeks. Payment is Required at Time of Order. Lead Time begins once payment has been recieved. Southern Breeze will meet truck for delivery, offload, unwrap, and place all items on pool deck.</i>	Product Total	\$165,691.00
Call Prior to Delivery: Yes		Freight	\$5,793.00
Lift Gate: Yes		Tax Exempt	\$0.00
Limited Access Delivery: No		TOTAL	\$171,484.00

TERMS & CONDITIONS: All sales are final and can not be cancelled, returned, or refunded. **A resale tax certificate or tax exemption certificate must be supplied at time of order.** If not received, sales tax will be applied. All orders are custom made to order & require 100% Payment Due at Time of Order. Checks should be made payable to Southern Breeze Outdoor Furnishings, LLC. All orders will be drop shipped to customer unless specified otherwise. **Additional freight and/or handling charges** may be applied, and not limited to, receipt services; residential, church, or school deliveries; lift gates; change in delivery address and/or rescheduling changes of delivery date, time, or location.

I agree to order specifications above, quantities, pricing, terms & conditions: Southern Breeze Outdoor Furnishings, LLC

/ _____ *Chris Smith*

Purchaser's Signature / Printed Name Date Chris Smith - VP - Business Development

By signing below, I acknowledge that lead times and production do not begin until payment has been received.

Purchaser's Signature / Printed Name Date

Pool Furniture Images & Colors

St. Augustine, Florida * www.southernbreezeof.com * (904) 315-3944

Proudly Made in the USA, Commercial Warranty - 10 Year Frame, 1 Year Sling, 3 Year Powdercoat



Armless Sun Lounger - Stackable
 (Qty. 124) 12" Seat Height
 (Qty. 4) 19" Seat Height



Recliner with Arms - Stackable
 Qty. (32)



48" Round Dining Table with Umbrella Hole, Alum. Frame, Faux Teak Slats
 Qty. (24)



Dining Arm Chair, Alum. Frame, Faux Teak Slats
 Qty. (96) - 4 Chairs per Dining Table

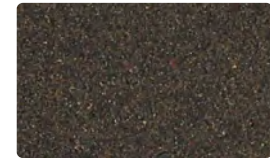


18" Round Side Table, Alum. Frame, Faux Teak Slats
 Qty. (60)

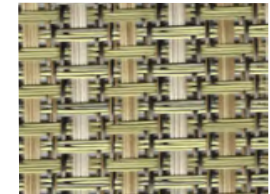


Trash Receptacle, Rain Bonnet, & Liner
 Qty. (6)

Frames: Speckled Oak



Sling Fabric: Verde



Faux Teak Slats: Cedar



9' Pulley Lift - Octagon Fiberglass Market Umbrella

St. Augustine, Florida * www.southernbreezeof.com * (904) 315-3944

Proudly Made in the USA, Warranty - 7 Year Fabric; 3 Year Frame; 3 Year Finish; 1 Year Base



- A. Overall Height: 97"
- B. Clearance: 77"
- C. Closed Clearance: 41"
- Mast: 1.5"
- Weight: 18 lbs.



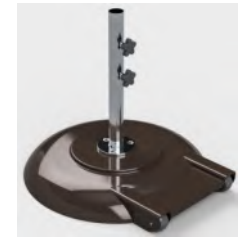
DEFAULT
 Ball Finial Vertex Finial

**Finial Color will match selected Frame Finish.*



The pulley system is supported by a woven cord which allows you to open & close the umbrella. Designed with a hook pin to keep the pulley cord out of reach and out of sight.

Free-Standing Umbrella Base with Wheels. Weight: 100 lbs.



In-Table Umbrella Base Weight: 80 lbs.



FEATURES:

- * 1/2" fiberglass ribs & struts allow frame to bend & flex easily in windy conditions.
- * 1.5" diameter center pole with 1/8" aluminum wall thickness provides incredible strength & durability.
- * Stainless steel hardware throughout.
- * 4-layer fabric protection and closed stitching pocket.
- * Permanent and semi-permanent mounting options. Free-standing bases available for installation on any surface.

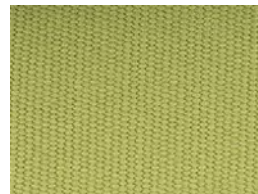
Qty. (42) 9' Umbrellas

Qty. (24) 80 lb. bases

Qty. (18) 100 lb. bases



Umbrella Frame: Golden Oak



Fabric: Pistachio



Bases: Bronze

Proudly Made in the USA, Commercial Warranty - 10 Year Frame, 1 Year Slings, 3 Year Powdercoat



Modern Adirondack
 (Qty. 8)



20" Triangular Side Table
 Qty. (4)



42" x 72" Rectangular, Bar Height Table, Alum. Frame, Faux Teak Slats
 Qty. (3)



Bar Stools will have arms as shown in top right photo.

Bar Stool with Arms, Alum. Frame, Faux Teak Slats
 Qty. (18) - 6 Chairs per Bar Table



Single & Double Benches with 8.5'x11' Umbrella
 Qty. (4) See following page



Trash Receptacle, Rain Bonnet, & Liner
 Qty. (2)

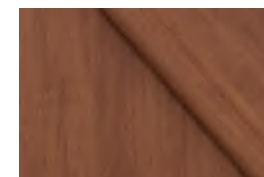
Frames: Speckled Oak



Faux Teak Slats: Cedar



Adirondack & Side Table: Walnut



Tennis Benches & Umbrellas

Single & Double Aluminum, Faux Teak Bench with 8.5' x 11' Rectangular Umbrella

St. Augustine, Florida * www.southernbreezeof.com * (904) 315-3944

Proudly Made in the USA, Commercial Warranty - BENCH: 10 Year Frame & Faux Teak; 3 Year Powdercoat; UMBRELLA: 7 Year Fabric; 3 Year Frame & Powdercoat



Qty. (2) Double 6' Bench with 8.5' x 11' Umbrella
(6' Long x 36" Wide x 17" High)



Qty. (2) Stainless Steel Stems
for SURFACE MOUNT Installation.
Includes Anchors.

Qty. (2) Single 6' Bench with 8.5' x 11' Umbrella
(6' Long x 18" Wide x 17" High)



Qty. (2) 150 Premium Alum.
Shell Base with Wheels for
PORTABLE USE.

Giant Fiberglass Market Umbrellas

8.5' x 11' Rectangular Umbrella

St. Augustine, Florida * www.southernbreezeof.com * (904) 315-3944

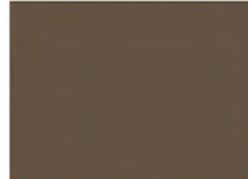
Proudly Made in the USA, Commercial Warranty - 7 Year Fabric; 3 Year Frame; 3 Year Finish; 1 Year Base



Umbrella Frame: Golden Oak



Fabric: Pistachio



Bases: Bronze

13' / 4M OCTAGON



- A.** overall height: 115"
- B.** clearance: 85"
- C.** closed clearance: 30"
- MAST:** 2" / 5cm
- WEIGHT:** 47 lbs.

10' x 10' / 3M SQUARE



- A.** overall height: 115"
- B.** clearance: 87"
- C.** closed clearance: 28.5"
- MAST:** 2" / 5cm
- WEIGHT:** 43 lbs.

8.5' x 11' / 2.5 X 3.5M RECTANGLE



- A.** overall height: 115"
- B.** clearance: 86"
- C.** closed clearance: 27.5"
- MAST:** 2" / 5cm
- WEIGHT:** 44 lbs.

TAB 13



Phone: (904) 355-1776 · Fax: (904) 355-1467

P.O. Box 43669 · Jacksonville, FL 32203-3669

www.allproasphalt.net

Proposal submitted to	Work to be performed at
<p>Name: Trout Creek CDD c/o First Service Residential</p> <p>Address: 100 Kayak Way</p> <p>City: St Augustine FL</p> <p>Date: 11/11/24</p> <p>Bid # K241111-2A</p>	<p>Trout Creek CDD</p> <p>Address: Shearwater Pkwy</p> <p>City: St Augustine State: FL</p> <p>Contact: Jessica Knutelsky (904) 342-3739</p> <p>Email: Jessica.Knutelsky@fsresidential.com</p>
<p>We hereby propose to furnish the materials and perform the labor necessary to complete the following:</p> <p>Asphalt brooming:</p> <ul style="list-style-type: none"> -broom clean raveled loose pavement debris within rough area. -haul off all removed debris: \$3,250.00 <p>Asphalt patching – Fork through roundabout:</p> <ul style="list-style-type: none"> -sawcut perimeter of (35) pothole damaged pavement areas and remove. -install 1,200 SF of 1.5 - 3” SP 9.5 hot mix asphalt. -compact with vibratory roller: \$9,450.00 <p>Asphalt patching – path (must be performed with other patching):</p> <ul style="list-style-type: none"> -sawcut perimeter of (5) damaged pavement areas in pathway and remove. -install 288 SF of 1.5” SP 9.5 hot mix asphalt. -compact with vibratory roller: \$2,000.00 	

Asphalt milling and paving:

- mill 8,200 SY of existing pavement 1.5” and haul off removed material.
- broom clean milled surface.
- apply hot tack coat for adhesion of new asphalt pavement.
- install 8,200 SY of 1.5” SP 9.5 hot mix asphalt paving.
- compact all new pavement with vibratory and traffic rollers.
- stripe pavement markings back to original layout with one coat standard traffic paint: **\$157,628.00**

Alternate: Asphalt patching near 473 Palisade (must be performed with other patching):

- sawcut perimeter of 3’x4’ damaged pavement area by drain and remove.
- install 12 SF of 1.5” SP 9.5 hot mix asphalt.
- compact with vibratory roller: **\$80.00**

Alternate: Asphalt paving – path:

- sawcut 133 LF of damaged pathway 12’ wide.
- remove and haul off pavement.
- install 1,596 SF of 1.5” SP 9.5 hot mix asphalt path.
- compact with vibratory roller: **\$8,750.00**

This proposal does not include any thermoplastic striping. Only standard traffic paint markings are included.

Drainage is not guaranteed on asphalt overlays or patchwork due to existing pavement elevations and slopes.

Asphalt is a flexible pavement and will reflect cracking from underlying surfaces. All Pro Asphalt does not guarantee against cracking of asphalt placed over existing cracked, shifting, or settling surfaces or tree root areas.

All Pro Asphalt is not responsible for damage to buried lines, cables, wiring, pipes, utilities, or other obstructions not clearly marked prior to commencement of work.

This proposal is priced for one patching phase / mobilization, each additional at \$2,500.00.

This proposal is priced for one paving phase / mobilization, each additional at \$3,750.00.

This proposal is priced for one milling phase / mobilization, each additional at \$6,000.00.

Area to be cleared prior to work commencing, customer is responsible for moving of items / vehicles.

This proposal is good for work through: December 2024

Terms are net 30 days. A finance charge of 1.5% per month or 18% per year will be assessed on past-due balances.

If All Pro is required to take any action to collect any sum due hereunder All Pro shall be entitled to recover it's Attorney's fees and costs incurred to do so, whether incurred before suit, during suit, post-judgment or on appeal.

Exclusions:

- Performance and payment bonds.
- Maintenance of traffic & M.O.T. devices (signs and barricades other than cones) or provision of traffic officers.
- testing or coring of sub base material, testing of base material, or testing of asphalt.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Respectfully Submitted:

Ryan Kibler
Project Manager
rkibler@allproasphalt.net
(904) 418-1182 - cell

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date: _____

Signature: _____



Duval Asphalt Products, Inc.
 7544 Phillips Highway
 Jacksonville, FL 32256
 (904) 296-2020
 (904) 296-6574 fax



PROPOSAL: Shearwater Phase 1 Mill and Overlay

To:	Property:
------------	------------------

First Service Residential
 6620 Southpoint Drive S.
 Suite 610
 Jacksonville, FL 32216
 Phone: (904) 733-3334
 Fax: (904) 733-3933

Shearwater Parkway
 St Johns, 32092

Proposal Date:	Nov 08, 2024	Quote ID:	QUO-03912-K9K1S7 (Rev. 1)
Effective From:	11/8/2024	Effective To:	12/8/2024

Line No.	Product	Price	Approval (your initials)
10	Mill and Resurface Approx. 6129 Sq Yds @ \$15.37 / Sq Yd Mill approx., 6129 SqYds of existing roadway with an average depth of 1" and haul debris offsite. Apply tack coat. Install approx. 6129 SqYds of SP 9.5 asphalt mix with an average depth of 1". **Includes 1 mobilization.	\$94,202.73	

Drainage is not implied or guaranteed by this quote. It is understood that Duval Asphalt will receive compensation for any drainage related work. This quote is figured without adding money for rework of areas lacking sufficient pitch to allow for drainage. As a contingency, \$450 per hour with a 4 hour minimum should be factored for drainage adjustment. 2%, or greater, prevailing pitch is required for complete drainage.

Prime is \$.65 per SY with a 1,500 SY minimum per mob. Anything under 1,500 SY is \$4.75 per GI for material plus a \$500 mob. All Prime is scheduled thru Allen Shirley at (904) 219-7447.

Estimated Total (assuming all line items)	\$94,202.73
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The terms contained in Exhibit A are hereby fully incorporated by reference into this proposal

THIS CONTRACT IS CONTINGENT ONLY UPON CREDIT APPROVAL BY DUVAL ASPHALT PRODUCTS.

TERMS - NET 30 DAYS ANY PAYMENTS NOT RECEIVED BY THAT TIME SHALL BEAR INTEREST AT THE RATE OF 1 1/2 % PER MONTH, AND CUSTOMER ALSO AGREE TO PAY DUVAL ASPHALT PRODUCTS, INC. COST AND EXPENSES OF COLLECTION, FOR ANY BREACH OF THIS PROPOSAL, INCLUDING REASONABLE ATTORNEYS FEES WHETHER OR NOT A SUIT IS FILED. NO RETAINAGE IS TO BE WITHHELD FROM PAYMENTS DUE FROM THIS CONTRACT. ALL PAYMENTS DUE HEREUNDER SHALL BE MADE AT THE OFFICES OF DUVAL ASPHALT PRODUCTS, INC. OR BY MAIL.

ACCEPTANCE OF PROPOSAL - THE ABOVE OR ATTACHED PRICES AND SPECIFICATIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

RESPECTFULLY SUBMITTED,

Duval Asphalt Products, Inc.

Justin Joiner

E-mail: jjoiner@duvalasphalt.com

Cell Phone: 9047532334

ACCEPTED BY:

Signature _____

Name _____

Title _____

Date _____

Exhibit A

1. Any damage to our work will be repaired on a cost plus 20% basis.
 2. All work is guaranteed to be installed as specified. Duval Asphalt warrants the installation of pavement / sealcoating against defects in material and workmanship for (1) year from date of completion.
 3. Asphalt is a flexible pavement, unless otherwise noted, Duval Asphalt does not guarantee against ponding water or make provisions for the repair of such areas under this contract.
 4. Duval Asphalt requires a representative of your company be on-site during project operations in order to resolve any related issues.
 5. Changes to contract quantity in excess of 10 percent (10%) will result in adjustment of unit prices.
 6. Permits, bonds, testing, layout, saw cutting, maintenance of traffic, and striping, are not included unless otherwise noted in the scope of this contract.
 7. Dumpsters must be removed from pavement surface and irrigation systems must be turned off 24 hours prior to start of project. Any delay or change in schedule by owner or owner's representative after Duval Asphalt has mobilized on site, such as base not being ready or wet pavement due to irrigation being left on, will result in a re-mobilization charge of \$3,500 for paving and \$1,250 for sealcoating. Quotes based on one mobilization unless stated otherwise.
 8. Changes to a project that require additional days of work are to be priced on an individual basis. The mobilization charge above in #7 is not sufficient or applicable to add additional days of work.
 9. A two-week notice is required, prior to start of project, to schedule job. It is understood that the schedule is subject to change due to inclement weather.
 10. Duval Asphalt is not responsible for damage to underground utilities caused by the normal prosecution of our work.
 11. Installation of new asphalt surfaces will not prevent reflective cracking; no warranty is stated or implied.
 12. Adequate curing period must be allowed in order to minimize scuffing and tearing. Scuffing and tearing of the asphalt will occur in the hot summer months, no warranty is stated or implied.
 13. Duval Asphalt does not guarantee against surface defects (i.e., cracking, ponding, settling, etc.) resulting from base installed by others, or areas where inadequate base is discovered.
 14. Duval Asphalt recommends the removal and replacement of oil and other solvent deteriorated asphalt. We do not guarantee sealcoat adhesion to raised and exposed aggregate, pavements with coquina shell, concrete areas with spilled mortar or other films or coatings, extremely dirty areas or areas containing mold or mildew.
 15. Sealed areas shall be barricaded to all traffic. Duval Asphalt is not responsible for damages to sealed areas, sidewalks, or tracking of sealer due to foot traffic and or vehicle traffic crossing barricaded areas. Barricades may be opened to traffic no less than 24 hours after application.
 16. Cost of towing vehicles is the responsibility of owner or management. There will be a charge of \$250 per hour for sealcoat, and \$750 per hour and any trucking delay charges for paving and patching.
 17. The removal of unsuitable material such as much, marl, clay, organic material, sand, etc. or the replacement of clean fill, and the removal of vegetation is not included in this contract unless otherwise stated.
 18. Quote based on normal non-union rates, no payroll transcripts required, no retainage will be withheld from payments to this contract. Final payment based on in-place measurements unless otherwise stated as "total investment". Duval Asphalt is an EOE in accordance with 41CFR 60-250.4(m), 60-741.4 and 61.250.
 19. Contracts are bid at specific thickness, additional material needed to complete project due to curb being cut to deep, base not smooth and level, or unforeseen problems will be billed according to contract.
 20. Should customer cancel this contract before work begins, the parties agree that 20% of the proposed contract price will be payable to Duval Asphalt as liquidated damages (not as penalty) representing the reasonable admin. Expenses incurred on the project and lost profit.
 21. If during normal completion of scope, inadequate base is discovered, the customer can proceed and void any warranty in affected area and incur no additional cost. If corrective action is elected, cost will be determined on a case-by-case basis and will result in additional cost for labor and material.
 22. This quote assumes no testing will be performed and no DOT, or DOT style specifications will be required. DOT specifications cannot be achieved on any project outside DOT roadways built entirely with DOT approved processes and material.
 23. Price is based on Duval Asphalt retaining all milled asphalt material to use for recycled content. If prime or owner elect to retain any or all of the milled material, asphalt price is subject to change to reflect the need for virgin material substitute.
- IT IS ANTICIPATED THAT, WHEN RESURFACING PAVEMENTS CONSTRUCTED WITH AN INVERTED CROWN, SOME ROLLER MARKING WILL BE VISIBLE IN THE FINISHED SURFACE.

Agreed: _____ (please initial) Date: _____

Job Information Sheet

(Please complete entirely with addresses and phone numbers)

Private (not bonded)
 Bonded Private or State (bonded by general contractor)
 Federal Work (Miller Act)

ATTACH NOTICE OF COMMENCEMENT

(If one has been recorded)

Project Name: Shearwater Phase 1 Mill and Overlay
Address: Shearwater Parkway St Johns 32092
Description (if available): Lot: _____ Block: _____ OR Book: _____
Page: _____ Township: _____ Range _____ County _____

Your Company Name: First Service Residential
Address: 6620 Southpoint Drive S. Suite 610
City: Jacksonville State: FL Zip: 32216
Phone #: (904) 733-3334

General Contractor: _____
Address: _____
Phone #: _____

Name of Company your Contract is with: _____
Address: _____
Phone #: _____

Property Owner: _____
Address: _____
Phone #: _____

Bonding Company and/or Bond Agent: _____
Address: _____
Phone #: _____

Bank Name or Funding Source: _____
Address: _____
Contact Name: _____ Phone #: _____

Contract Amount: _____ RETAINAGE: _____ %

FIRST COAST ASPHALT SOLUTIONS

Phone: (904) 721-6300

www.firstcoastasphaltsolutions.com

Proposal Submitted To	Work to be performed At
Name: First Service Residential Address: 6620 Southpoint Dr., Suite #610 City: Jacksonville State: FL 32216 Date: 10-23-2024 Bid # BH5073	Trout Creek CDD- Shearwater Address: 100 kayak Way City: St. Augustine State: FL 32092 Contact: Jessica Knutelsky, (904)342-3739 Email: Jessica.Knutelsky@fsresidential.com
<p>We hereby propose to furnish the materials and perform the labor necessary to complete the following:</p> <p>MACHINE MILLING & ASPHALT PAVING: Includes (1) Mobilization. (3- Days Milling & 3- Days Paving)</p> <ul style="list-style-type: none"> - Machine Mill 1" of Existing Asphalt. - Sweep/ Blow Area Clean of Loose Debris/ Dirt. - Haul All Milling Debris Offsite. - Spray Tack Coat for Adherence Between Existing Milled Surface and New Asphalt. - Pave 1" of Type SP9.5 Commercial Grade Asphalt. - Compact in Place with Vibratory Rollers and Rubber Tire Rollers. - 10,939sqyds <p style="text-align: right;">SUBTOTAL: \$171,183.48</p> <p>TMEPORARY STRIPING AND THERMOPLASTIC: Includes (2) Mobilizations.</p> <ul style="list-style-type: none"> - 6,161' of 6" White Lines. - 6,855' of 6" Yellow Lines. - 121' of 18" Yellow Lines. - 65' of 24" White Stop Bars. - 2- FDOT Turn Arrows, White. - 18- Yield Triangles, White. - 105' of Yellow Painted Concrete Curbing with Glass Beads for Reflectivity. - 268' of Yellow/ Yellow RPM's. - 5- Blue RPM's. <p style="text-align: right;">SUBTOTAL: \$28,847.23</p> <p style="text-align: right;">TOTAL: \$200,030.71</p>	

FIRST COAST ASPHALT SOLUTIONS

Phone: (904) 721-6300

www.firstcoastasphaltsolutions.com

Proposal Submitted To	Work to be performed At
Name: First Service Residential	Trout Creek CDD- Shearwater
Address: 6620 Southpoint Dr., Suite #610	Address: 100 kayak Way
City: Jacksonville State: FL 32216	City: St. Augustine State: FL 32092
Date: 10-23-2024	Contact: Jessica Knutelsky, (904)342-3739
Bid # BH5072	Email: Jessica.Knutelskv@fsresidential.com
<p>We hereby propose to furnish the materials and perform the labor necessary to complete the following:</p> <p>TEMPORARY ASPHALT REPAIRS: Includes (1) Mobilization.</p> <ul style="list-style-type: none"> - Sweep/ Blow Out Pothole Repair Areas. - Spray Tack Coat for Adherence Between Existing Asphalt and New. - Install Approximately 1" of Type SP9.5 Commercial Grade Asphalt. - Compact Asphalt with Vibratory Roller and/ Or Plate Compactor. - Includes Flagmen for Safety. <p style="text-align: right;">TOTAL: \$7,072.52</p>	

Ben - ~~XXXXXXXXXX~~
(8 feet)
(10 feet) paver.

TAB 14

Poolsure

Re: Shearwater/ Trout Creek CDD : Annual Account Evaluation and Price Adjustment

Dear Customer,

Thank you for your continued partnership as it is our privilege to serve your pool needs. Your trust and collaboration are essential to our mutual success, and we are committed to providing you with the highest quality products and services.

Poolsure is pleased to announce rate increases for the upcoming new year are minimal. **Your new Water Management rate, which will be effective starting January 1, 2025, can be found below:**

2025 Base Rate : **\$5,139.12**

- Winter (Oct-Mar) : **\$5,139.12**
- Summer (Apr-Sep) : **\$5,139.12**

A prepayment discount of 5% is available if the entire amount for 2025 is paid by December 31, 2024. Please contact us at ar@poolsure.com or 1-800-858-7665 if you have any questions.

We look forward to another year of success together.

TAB 15

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT RECOGNIZING A LANDOWNER CONTRIBUTION TO OFF-SET SERIES 2022 ASSESSMENTS; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to plan, design, acquire, construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including recreation, water and sewer, roadways, stormwater management and utilities; and

WHEREAS, the District has adopted an improvement plan to finance the planning, designing, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services (the “**Improvements**”) as detailed in the *Engineer’s Report*, dated November 4, 2014 (the “**Master Engineer’s Report**”), and the anticipated costs of the Master Project described in the Engineer’s Report are identified in Exhibit 3 of the Master Engineer’s Report; and

WHEREAS, the District issued its \$3,085,000 Capital Improvement Revenue Bonds, Series 2022 (“**Series 2022 Bonds**”), to fund a portion of the Improvements (“**Series 2022 Project**”) as further described in the *Supplemental Engineer’s Report, Series 2022 Bonds*, dated April 29, 2022 (“**2022 Engineer’s Report**” and together with the Master Engineer’s Report, “**Engineer’s Report**”); and

WHEREAS, the District levied special assessments for the repayment of the Series 2022 Bonds (“**Series 2022 Assessments**”), as further detailed in that certain *Master Special Assessment Allocation Report* dated December 17, 2014 (“**Master Assessment Report**”), as supplemented by the *Final Supplemental Special Assessment Allocation Report, Capital Improvement Revenue Bonds, Series 2022*, dated May 13, 2022, attached hereto as **Exhibit A (“2022 Assessment Report,”** and together with the Master Assessment Report, “**Assessment Report**”); and

WHEREAS, in connection with the issuance of the Series 2022 Bonds, the District and WFC Ashford Mills Owner VII, L.L.C. (“**Landowner**”) entered into that certain “Contribution Agreement Between the Trout Creek Community Development District and WFC Ashford Mills Owner VII, L.L.C.,” effective May 24, 2022 (“**2022 Contribution Agreement**”), whereby, generally stated, the Landowner agrees to contribute an amount equal to Two Hundred Forty Seven Thousand Five Hundred Sixty Two Dollars

(\$247,562.00) as specified in the 2022 Assessment Report (“**2022 Landowner Contribution**”), payable in Work Product, Infrastructure and Real Property (collectively “**Infrastructure Contributions**”, as defined in the 2022 Contribution Agreement), representing the differential amount of Target Costs Per Unit and the Costs Per Unit by EAU (as both terms are defined in the 2022 Assessment Report) attributable to 223 residential units anticipated to absorb the Series 2022 Assessments; and

WHEREAS, in accordance with Resolution 2020-11, Landowner previously dedicated and the District previously accepted the dedication of certain property and improvements in an amount equal to Seven Million Sixty Four Thousand Seven Hundred Fifty Three Dollars and Thirteen Cents (\$7,064,753.13) (“**Prior Landowner Contribution**”), as more particularly described in Resolution 2020-11, the terms of which are incorporated by reference herein; and

WHEREAS, pursuant to the terms of Resolution 2020-11, to the extent the total amount of such Prior Landowner Contribution exceeded the total landowner contribution required by that certain *Contribution Agreement Between the Trout Creek Community Development District and WFC Ashford Mills Owner VII, L.L.C.*, dated on or about July 9, 2018 (“**2018 Contribution Agreement**”) by Six Hundred Fifty-Five Thousand Five Hundred Twenty Dollars and Thirteen Cents (\$655,520.13) (“**Excess Contribution**”), the Excess Contribution may be used to offset future contribution requirements; and

WHEREAS, pursuant to Resolution 2021-02, the District recognized a contribution of Three Hundred Eighty One Thousand Five Hundred Forty Dollars (\$381,540.00) of the Excess Contribution in satisfaction of the contribution required pursuant to the *Contribution Agreement Between the Trout Creek Community Development District and WFC Ashford Mills Owner VII, L.L.C.* (“**Series 2020 Contribution Agreement**”); and

WHEREAS, in order to satisfy the 2022 Landowner Contribution required pursuant to the 2022 Contribution Agreement, Landowner now desires that the District recognize a portion of such Excess Contribution in an amount necessary to satisfy the 2022 Landowner Contribution; and

WHEREAS, as set forth in **Exhibit B**, and generally stated, Assessment Consultant has determined that the Excess Contribution in **Exhibit B** is sufficient to represent a contribution towards the 2022 Landowner Contribution; and

WHEREAS, pursuant the findings in **Exhibit B**, the District now desires to recognize that the Landowner’s obligation towards the 2022 Landowner Contribution has been satisfied;

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

SECTION 1. INCORPORATION OF RECITALS. The Recitals stated above are recognized as true and correct and by this reference are incorporated herein.

SECTION 2. ACCEPTANCE OF LANDOWNER REQUEST TO RECOGNIZE REMAINING EXCESS CONTRIBUTION TO SATISFY 2022 LANDOWNER CONTRIBUTION. The District acknowledges and declares that in accordance with the terms of Resolution 2020-11, Landowner's Prior Landowner Contribution exceeded the amount of the 2018 Contribution Requirement in an amount equal to Six Hundred Fifty-Five Thousand Five Hundred Twenty Dollars and Thirteen Cents (\$655,520.13) (previously defined herein and referred to as the Excess Contribution). Pursuant to Resolution 2021-02, the Excess Contribution was reduced by the 2020 Contribution Requirement in the amount of Three Hundred Eighty One Thousand Five Hundred Forty Dollars (\$381,540.00). The District acknowledges and declares that Landowner's Excess Contribution shall be further reduced by Two Hundred Forty Seven Thousand Five Hundred Sixty Two Dollars (\$247,562.00), which shall be deemed to have satisfied the required 2022 Landowner Contribution required by the 2022 Contribution Agreement in full.

SECTION 3. ACCEPTANCE OF ASSESSMENT CONSULTANT'S CERTIFICATE. The District further accepts the District Assessment Consultant's Certificate Regarding Satisfaction of Landowner Contribution Obligation attached hereto as **Exhibit B**.

SECTION 4. ADDITIONAL AUTHORIZATION. District Staff is authorized to take whatever additional actions may be necessary to fulfill the intent of this Resolution.

SECTION 5. 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 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of November, 2024.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Asst. Secretary

Chairperson, Board of Supervisors

Exhibit A: *Final Supplemental Assessment Allocation Report, Capital Improvement Revenue Bonds, Series 2020, dated May 13, 2022*

Exhibit B: Assessment Consultant's Certificate

EXHIBIT A

*Final Supplemental Assessment Allocation Report, Capital Improvement Revenue Bonds,
Series 2022, dated May 13, 2022*

EXHIBIT B
CERTIFICATE OF ASSESSMENT CONSULTANT

October 16, 2024

Board of Supervisors
Trout Creek Community Development District

Re: Trout Creek Community Development District (St. Johns County, Florida)
Satisfaction of Landowner Contribution Obligation (Series 2022 Bonds)

Ladies and Gentlemen:

The undersigned, an authorized representative of Rizzetta & Company, Inc., which serves as the District Manager and Assessment Consultant for the Trout Creek Community Development District (“**District**”), hereby makes the following certifications in connection with Resolution 2025-___ (“**Resolution**”):

1. I have reviewed certain documentation in connection with the Resolution, including but not limited to the Resolution, payment records of the District, 2022 Assessment Report, 2022 Contribution Agreement, 2022 Acquisition Agreement and other District documents, including but not limited to, Resolutions 2020-11 and 2021-02.
2. Pursuant to the 2020 Acquisition and Contribution Agreements,¹ and Resolutions 2020-11, 2021-02, and 2025-___, Landowner has conveyed to the District certain Infrastructure Contributions, in the amount of at least Two Hundred Forty Seven Thousand Five Hundred Sixty Two Dollars (\$247,562), which monies represent a contribution toward Landowner’s total obligation pursuant to the 2022 Contribution Agreement and in accordance with the 2022 Assessment Report.
3. The amount set forth in Section 2 immediately above represents the total amount of infrastructure financed by Landowner and subsequently dedicated to the District to satisfy the 2022 Landowner Contribution required to be made pursuant to the 2022 Contribution Agreement. Therefore, the total 2022 Contribution Requirement obligation pursuant to the 2022 Contribution Agreement is satisfied in full and the balance remaining under the 2022 Contribution Agreement is equals \$0.00.

RIZZETTA & COMPANY, INC.

By: _____
Its: _____

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Resolution.

Tab 16

RESOLUTION 2025-04

[PHASES 3A, 3B, 3C AND 3G]

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, 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 (“**Capital Improvement Plan**” or “**CIP**”); and

WHEREAS, the District entered into the 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* which set 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 Phases 3A, 3B, 3C and 3G (some of which contain Improvements) 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 Special Warranty Deed substantially in the form set forth in **Exhibit A**. To the extent not already owned by the District, the Board further authorizes the dedication of certain improvements on the Property at no cost to the District by the Quit Claim Bill of Sale substantially in the form set forth in **Exhibit B**, subject to the execution of a certificate by the District’s Engineer substantially in the form set forth in **Exhibit C**. 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 D**. 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.

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 20th day of November, 2024.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Form of Special Warranty Deed
Exhibit B: Form of Quit Claim Bill of Sale
Exhibit C: Form of Engineer’s Certificate
Exhibit D: Forms of Easement Agreement & Assignment of Easements

Exhibit A:
Form of Special Warranty Deed
(Attached Hereto)

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

(This space reserved for Clerk)

Katie S. Buchanan, Esq.
Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ___ day of October, 2024, by **WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company, whose mailing address is 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116, hereinafter called the “**Grantor**,” to **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, Florida Statutes, whose address 2806 N. 5th Street, Unit 403, St. Augustine, Florida 32084, hereinafter called the “**Grantee**.”

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 (“**Property**”):

RIGHTS-OF-WAY DESIGNATED AS ROAD RIGHTS-OF-WAY DESIGNATED IN THE PLAT AS ALPHA WAY, ALSTON DRIVE, BEN COURT, CHALET COURT, CREW COURT, FOXFIRE DRIVE, GOODHOPE COURT, JAMESTOWN COURT, KINGBIRD DRIVE, MARTHA COURT, MEREDITH WAY, NICKEL COURT, ROSEMONT DRIVE, SHEARWATER PARKWAY, TIMBERWOLF TRAIL AND YARDLEY COURT, SHEARWATER PHASE 3A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGES 65 THROUGH 79, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACTS 3A-26 AND 3A-27 (CONSERVATION), TRACTS 3A-28, 3A-29, 3A-30, 3A-31 AND 3A-32 (STORMWATER MANAGEMENT FACILITY) AND TRACTS 3A-33, 3A-34, 3A-35, 3A-36, 3A-37, 3A-38 (OPEN SPACE) AND 3A-40 (LANDSCAPE BUFFER TRACT), SHEARWATER PHASE 3A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107,

PAGES 65 THROUGH 79, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

RIGHTS-OF-WAY DESIGNATED AS BRAMBLE COURT, CARMELLA COURT, INKWOOD COURT, ROSEMONT DRIVE, SAMANTHA COURT AND TYSON COURT, SHEARWATER PHASE 3B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 113, PAGES 75 THROUGH 90, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACTS 3B-1 AND 3B-2 (CONSERVATION), TRACTS 3B-3, 3B-4, 3B-7, 3B-8, 3B-9 AND 3B-10 (OPEN SPACE) AND TRACTS 3B-5 AND 3B-6 (STORMWATER MANAGEMENT FACILITY), SHEARWATER PHASE 3B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 113, PAGES 75 THROUGH 90, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

RIGHTS-OF-WAY DESIGNATED AS AMALIA WAY, OLIVIA WAY, RUSHING DRIVE, SHIPMAN COURT AND VICTORY COURT, SHEARWATER PHASE 3C, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGES 34 THROUGH 43, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACTS 3C-8 AND 3C-11 (STORMWATER MANAGEMENT FACILITY), TRACTS 3C-9, 3C-10 AND 3C-13 (OPEN SPACE), 3C-12 (DRAINAGE, LANDSCAPE, UTILITIES, OPEN SPACE), AND TRACTS 3C-14 AND 3C-15 (CONSERVATION), SHEARWATER PHASE 3C, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGES 34 THROUGH 43, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

RIGHTS-OF-WAY DESIGNATED AS TIMBERWOLF TRAIL, RANGELINE DRIVE, YELLOWSTONE DRIVE, AND GASTON COURT, SHEARWATER PHASE 3G, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 37 THROUGH 62, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACT 3G-1 (STORMWATER MANAGEMENT FACILITY), TRACT 3G-2 (CONSERVATION/OPEN SPACE), TRACTS 3G-3, 3G-4, 3G-5, 3G-6, 3G-7, 3G-8, 3G-9, 3G-10, AND 3G-11 (OPEN SPACE), SHEARWATER PHASE 3G, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 37 THROUGH 62, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

GRANTEE ACCEPTS THE CURRENT AND FUTURE CONDITION OF PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS", AND GRANTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE

PROPERTY AND GRANTEE HAS NOT RELIED UPON ANY WARRANTIES OF ANY KIND MADE BY GRANTOR.

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 2023 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

Print Name: _____

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

Print Name: _____

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

By: _____
Name: Jesse R. Baker
Title: Authorized Signatory

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Jesse R. Baker, 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 October, 2024.

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 B
Form of Quit Claim Bill of Sale
(Attached Hereto)

**QUIT CLAIM BILL OF SALE FOR CERTAIN MASTER INFRASTRUCTURE
IMPROVEMENTS – PHASE 3A, 3B, 3C AND 3G**

THIS **BILL OF SALE** is effective as of the ___ day of October, 2024, **WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company, whose mailing address is 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116, hereinafter called the “**Grantor**,” to **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, Florida Statutes, whose address is 2806 N. 5th Street, Unit 403, St. Augustine, Florida 32084, hereinafter called the “**Grantee**.”

BACKGROUND STATEMENT

This instrument is intended to quit claim and release all right, title and interest, if any, of Grantor in and to certain improvements located on or within the property as identified in **Exhibit A (“Property”)**, including, but not limited to, the master infrastructure improvements identified in those *Construction Contract Agreements* between **WFC Ashford Mills Owner VII, L.L.C.**, and **Vallencourt Construction Co., Inc.**, for **Timberwolf Trail** dated _____.

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

1. Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by the said Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby transfers, grants, conveys, and assigns to Grantee, but only to the extent of Grantor’s interest (subject to the Developer’s reservations of rights as more fully set forth herein), if any, the following intangible and personal property rights (collectively, “**Improvements**”), to have and to hold for Grantee’s own use and benefit forever:

- a. All stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities providing drainage and related system components located within the Property described in **Exhibit A**; and
- b. All roadways, earthwork, and related improvements, located within the Property described in **Exhibit A**; and
- c. On a non-exclusive basis and without prejudice to Grantor’s interests in or rights to, all of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all plans, designs, construction and development drawings, engineering reports and studies, surveys, testing, permits, approvals, and work product relating to items a. through c. listed above, but only to the extent they pertain to the Improvements and are so assignable or transferrable by Grantor; and
- d. On a non-exclusive basis and without prejudice to Grantor’s interests in or rights to, all of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all guaranties, affidavits (excluding lien waivers and Final Payment Affidavits), warranties, bonds, claims and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of items a. through c. listed above, but only to the extent they pertain to the Improvements and are so assignable or transferrable by Grantor.

To have and to hold the same unto the Grantee forever.

2. Grantor makes no representations or warranties with respect to the Improvements or with respect to Grantor's title to any such Improvements and all such Improvements are conveyed in their "as is" condition without warranty or representation of any kind. Grantee agrees to accept the Improvements in their "as is" condition. That said, the Grantor hereby assigns, transfers, and conveys to the Grantee any and all rights, on a non-exclusive basis and without out prejudice to Grantor's rights, against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification, if any. The Grantee is solely responsible for its use of the property or interests transferred, conveyed or assigned hereunder on or after the date hereof. The Grantee further agrees not to make revisions or modifications to any transferred, assigned or conveyed work product without prior written permission of design professional responsible for the same and that Grantor is released from any liability in connection therewith, but only as to such revision or modification.

3. Notwithstanding anything to the contrary herein, the Grantor retains the right and an irrevocable and perpetual license to sue, enforce, sue upon, make claim under and upon, and other exercise of all right and remedies of the Grantee related to or arising from the Improvements and any interests otherwise assigned, transferred or conveyed hereunder. The parties agree to cooperate in the exercise of such rights, and the Grantor agrees to use best efforts not to exercise such rights in a manner which in the reasonable judgment of Grantee: (1) would be detrimental to the interests of the Grantee in the Improvements in any material respect and (2) such detrimental effect(s) cannot be reasonably avoided, remedied, or mitigated by Grantee. To the extent Grantor is hindered by any such determination of Grantee made under, and limited to, this Section 3 from exercising any rights or remedies with respect to the Improvements due to the assignments, transfers and conveyances effected by this Bill of Sale, Grantee hereby waives and releases the Grantor from all claims of any nature arising out of or relating to the Improvements.

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

[Remainder of page left intentionally blank – Signature page follows]

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: Jesse R. Baker
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 Jesse R. Baker, 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 October, 2024.

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

Exhibit A: Legal Description of the Property

Exhibit A

ALL STORMWATER MANAGEMENT SYSTEMS, INCLUDING BUT NOT LIMITED TO LAKES, PONDS, WATER CONTROL STRUCTURES, PIPES AND OTHER WATER CONVEYANCE STRUCTURES, AS WELL AS ALL CATCH-BASINS AND RELATED STORMWATER FACILITIES PROVIDING DRAINAGE AND RELATED SYSTEM COMPONENTS LOCATED WITHIN TRACT 3G-1, SHEARWATER PHASE 3G, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 37 THROUGH 62, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

ALL ROADWAYS, EARTHWORK, AND RELATED IMPROVEMENTS LOCATED WITHIN TIMBERWOLF TRAIL, SHEARWATER PHASE 3G, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 37 THROUGH 62, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

Exhibit C
Form of Engineer's Certificate
(Attached Hereto)

**CERTIFICATE OF DISTRICT ENGINEER
FOR DEDICATION OF IMPROVEMENTS**

October __, 2024

Board of Supervisors
Trout Creek Community Development District

Re: Trout Creek Community Development District (St. Johns County, Florida)
Acquisition of Improvements

Ladies and Gentlemen:

The undersigned, a representative of Prosser, Inc. (“**District Engineer**”), as District Engineer for the Trout Creek Community Development District (“**District**”), hereby makes the following certifications in connection with the District’s acceptance of certain improvements within the “Property” as identified in **Exhibit A**, which improvements are further described in **Exhibit B** (the “**Improvements**”). The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Improvements.
2. In my opinion, the Improvements are capable of performing the functions for which they were intended and specially benefit property within the District.
3. The Improvements were included in the original improvement plan for the District and are in reasonable operating condition given the age of the Improvements.
4. District Engineer further consents to any other assignment, conveyance, or transfer (whether in whole or in part) of work product, contracts, interests, rights or remedies associated with the Improvements or other matters contemplated in the Engineer’s Report and required by the District in connection with the above referenced Improvements, whether made prior to or after the execution of this Certificate.

[Remainder of page left intentionally blank – Signature page follows]

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

PROSSER, INC.

By: _____

Print Name: **J. Bradford Davis, PE, LEED AP**

Sworn to and subscribed before me this ___ day of _____, 2024, by J. Bradford Davis, PE, LEED AP, who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

Exhibit A: Description of the Property

Exhibit A

ALL STORMWATER MANAGEMENT SYSTEMS, INCLUDING BUT NOT LIMITED TO LAKES, PONDS, WATER CONTROL STRUCTURES, PIPES AND OTHER WATER CONVEYANCE STRUCTURES, AS WELL AS ALL CATCH-BASINS AND RELATED STORMWATER FACILITIES PROVIDING DRAINAGE AND RELATED SYSTEM COMPONENTS LOCATED WITHIN TRACTS 3G-1 SHEARWATER PHASE 3G, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 37 THROUGH 62, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

ALL ROADWAYS, EARTHWORK, AND RELATED IMPROVEMENTS LOCATED WITHIN TIMBERWOLF TRAIL, SHEARWATER PHASE 3G, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 37 THROUGH 62, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

Exhibit D
Assignment of Easements
(Attached Hereto)

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

(This space reserved for Clerk)

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

NON-EXCLUSIVE ASSIGNMENT OF EASEMENTS

This **ASSIGNMENT OF EASEMENTS** is executed as of this ___ day of October, 2024, by **WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company, whose address is 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116 (hereinafter called “**Assignor**”), in favor of **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190 of the Florida Statutes, whose mailing address 2806 N. 5th Street, Unit 403, St. Augustine, Florida 32084 (hereinafter called “**Assignee**”).

W I T N E S S E T H:

That Assignor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers, and assigns to Assignee the non-exclusive easements described as:

THOSE CERTAIN “DRAINAGE EASEMENTS” AS MORE PARTICULARLY DEPICTED ON:

SHEARWATER PHASE 3A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGES 65 THROUGH 79

SHEARWATER PHASE 3B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 113, PAGES 75 THROUGH 90

SHEARWATER PHASE 3C, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGES 34 THROUGH 43

SHEARWATER PHASE 3G, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 37 THROUGH 62

ALL OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA (the “**Easements**”).

This Assignment of Easements shall be for the use and benefit of both Assignee and its successors and assigns.

THE ASSIGNEE ACCEPTS THE CURRENT AND FUTURE CONDITION OF THE EASEMENTS “AS IS,” “WHERE IS” AND “WITH ALL FAULTS”, AND ASSIGNOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE EASEMENTS AND ASSIGNEE HAS NOT RELIED UPON ANY WARRANTIES OF ANY KIND MADE BY ASSIGNOR. The Assignee is solely responsible for its use, maintenance, and activities in the Easements as of the date hereof.

The easement rights granted and assigned herein are not exclusive to Assignee, and Assignor shall be permitted to continue its use of said easements, so long as such use does not unduly interfere with Assignee’s use of said easements in any material respect.

[Page Ends Here – Signature Page Follows]

IN WITNESS WHEREOF, Assignor 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**

Print Name: _____

**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**

Print Name: _____

By: _____

Name: Jesse R. Baker

Title: Authorized Signatory

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

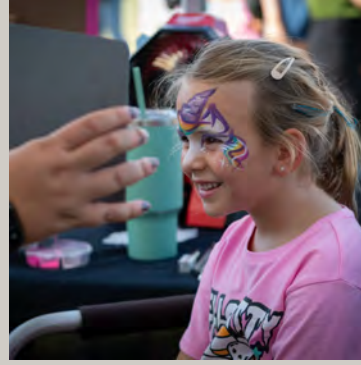
KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Jesse R. Baker, 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 October, 2024.

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

Tab 17



Shearwater Lifestyle Events October 2024



Stephens Advertising, Inc.

7029-9 Commonwealth Ave.
 Jacksonville, FL 32220

ESTIMATE

Date	S.O. No.
11/1/2024	223266

Name / Address
Trout Creek CDD c/o Melissa Dobbins 2806 N. 5th St. Unit 403 St. Augustine, FL 32084

Ship To
send all invoices to: cddinvoice@rizzetta.com mdobbins@rizzetta.com

P.O. No.	Due Date	Rep	Phone:	Fax:
Jessica / Belinda	11/11/2024	SB	904-342-3739	

Terms	Ship Via	E Mail:	Cellular #
Net 10 from Invoice Date	Install	Belynda.tharpe@fsresidential.c	

Item	Description	Qty	Amount
Install - Other	Shearwater Holiday Street Banners swap install - 2024 Install - Miscellaneous (remove existing Shearwater banners, install holiday banners)	50	3,250.00
Install - Other	Install - Miscellaneous (remove holiday banners, re-install Shearwater banners)	50	3,250.00
Scrim Vinyl	24 in x 148 in Full color Digital Print on 13 oz, double-sided blackout banner, hemmed and 2 grommets, pole pocket top and bottom (x6) Red/Wreath - "Happy Holidays" (x5) Green/deer - Season's Greetings (x6) Green/nutcracker - Happy Holidays! (x5) Red/Fir Tree - Season's Greetings (x5) TBD?	27	3,712.50

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Subtotal \$10,212.50

This estimate is good for 30 days. 50% deposit due upon signing, 50% due upon completion. (Visa/Mastercard/Amex accepted)

Sales Tax (0.0%) \$0.00

Signature: _____
 Date: _____

Total \$10,212.50



SUNDANCER SIGN GRAPHICS
11259 Business Park Blvd, Suite 3
Jacksonville, FL 32256
904-287-4949
info@sundsg.com

Estimate

ADDRESS

Trout Creek CDD
C/O Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614
St. Augustine, FL 32084

SHIP TO

Trout Creek CDD
Shearwater
St. Augustine, FL 32084

ESTIMATE # 1827

DATE 10/21/2024

ACTIVITY	QTY	RATE	AMOUNT
Parts 3'x5' Exterior Rug Weathering Rubber Backed Polypropylene berber with shearwater logo and lettering	6	450.00	2,700.00T
Speed Limit Speed Limit Sign face. 15 MPH White HIP Black Lettering	2	70.00	140.00T
Amenity Sign 6mm Black ACM CNC Routed Sign Face with Digital Print Reading, " Do not play in front of slide" with logo. 16" W 16" Center H with round edges to 12"	1	75.00	75.00T
Amenity Sign 6mm Black ACM Sign Face with Digital Print Reading, " Please exit to the right" with an arrow and shearwater logo	1	75.00	75.00T
Amenity Sign 6mm Black ACM Sign Face with Digital Print reading, " This is not a pool entrance, please use pool gates"	2	75.00	150.00T
Amenity Sign 3" Aluminum Post Powder coated Orange Red. With 12x18 6mm Black ACM Sign Face Reading, "Please inspect pool before entering for possible reptiles"	1	275.00	275.00T
Specialty Sign 24"x74" Double Sided Holiday Banners with pole pockets	50	99.90	4,995.00T
Services Lift Rental 2 days for original removal/installation 2 days for after holiday removal/installation	4	495.00	1,980.00
Delivery/Limited Install Removal and Installation of Banners	100	85.00	8,500.00

SUBTOTAL 18,890.00
TAX 0.00

TOTAL

\$18,890.00

Accepted By

Accepted Date