TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Thursday
May 28, 2026
6:00 p.m.

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

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Trout Creek
Community Development District

c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

Board of Supervisors
Trout Creek Community Development District

Dear Board Members,

The Regular Meeting of the Board of Supervisors of the Trout Creek Community Development District is scheduled for **Thursday, May 28, 2026,** at **6:00 p.m.** at the **Kayak Club, 100 Kayak Way, St. Augustine, FL 32092**

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact me at (904) 386-0186 or Howard@cddmanagers.com. We look forward to seeing you at the meeting.

Sincerely,

Howard McGaffney

Howard McGaffney
District Manager

Cc: Attorney
Engineer
District Records

Trout Creek
Community Development District

Meeting Date: Thursday, May 28, 2026
Time: 6:00 PM
Location: Kayak Club, 100 Kayak Way, St. Augustine, FL 32092

Revised Agenda

I. Roll Call

II. Pledge of Allegiance

III. Audience Comments – *(limited to 3 minutes per individual for agenda items)*

Residents, please note that if you are unable to attend the meeting you may send your questions to the District Manager, Howard McGaffney at howard@cddmanagers.com, up until the day before the meeting.

(Live streaming & previously recorded meetings can be found here - https://www.youtube.com/@TroutCreekCDD)

IV. Presentation of Proof of Publications Exhibit 1 Pgs. 7-10

V. Suspension Hearings

A. Krutous-Fridental – *Under Separate Cover*

B. Caristil – *Under Separate Cover*

VI. Staff Reports

A. District Counsel

1. General Election Qualification Period Reminder – Noon on June 8, 2026 through Noon on June 12, 2026
2. Form 1 Submittal Reminder: July 1st
3. Request for June Shade Session

B. District Engineer

1. Update on Timberwolf Tr. & Shearwater Pkwy. initiative of turning over ownership to the County
2. Update on Crosswalk Calcutta and Shearwater Pkwy.
3. Update on Mill & Resurface Thermoplastic, Final Closeout
4. Update on Outfall Repair Project

VI. Staff Reports – continued

C. Landscape Maintenance Service Reports — Exhibit 2, Pgs. 12-28

D. Pond Aquatics Service Reports – *To Be Distributed* — Exhibit 3

E. General/Assistant Manager — Exhibit 4, Pg. 31

1. April Café Square Category Sales Report — Exhibit 5, Pg. 33
2. April TCCDD Square Category Sales Report — Exhibit 6, Pg. 35
3. April Maintenance Report — Exhibit 7, Pgs. 37-58
4. April Lifestyle Summary Report — Exhibit 8, Pgs. 60-61
5. April Lifestyle P&L Report — Exhibit 9, Pgs. 63-64
6. Update on Sunday Front Desk Staffing Level

F. District Manager

1. Presentation of St. Johns County Number of Qualified Electors – F.S. 190.006 – 4,045 — Exhibit 10, Pg. 66

VI. Business Items

A. Consideration of License Agreement — Exhibit 11, Pgs. 68-79

B. Consideration & Adoption of **Resolution 2026-12,** Approving FY 2026-2027 Proposed Budget, Declaring Special Assessments, & Setting Public Hearing — Exhibit 12, Pgs. 81-97

C. Consideration of Settlement Agreement – Freehold — Exhibit 13, Pgs. 99-147

D. Consideration of Outfall Structure Construction Proposals – *To Be Distributed* — Exhibit 14

E. Consideration of ASAP Towing Agreement — Exhibit 15, Pgs. 150-160

F. Consideration of SASH Properties, LLC MOU — Exhibit 16, Pgs. 162-215

VII. Consent Agenda

A. Consideration for Approval – The Minutes of the Board of Supervisors Workshop Held on April 7, 2026 — Exhibit 17, Pgs. 217-219

B. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on April 23, 2026 — Exhibit 18, Pgs. 221-226

C. Consideration for Acceptance – The April 2026 Unaudited Financial Statements — Exhibit 19, Pgs. 228-247

D. Ratification & Adoption of **Resolution 2026-13,** Amended Variance Policy-Fence — Exhibit 20, Pgs. 249-259

E. Ratification of Shearwater Sharks Amended Agreement — Exhibit 21, Pgs. 261-263

VIII. Discussion Topics

IX. Public Hearing – Amended & Restated Rules of Procedure, Amenity, Rates, Fees & Charges of the District, Suspension & Termination of Privileges Rule & Rules Relating to Overnight Parking & Parking Enforcement

A. Open the Public Hearing

B. Presentation of Amended & Restated Rules of Procedure — Exhibit 22 Pgs. 265-328

C. Presentation of Amenity, Rates, Fees & Charges of the District — Exhibit 23 Pgs. 330-411

D. Presentation of Suspension & Termination of Privileges

E. Presentation of Rule & Rules Relating to Overnight Parking & Parking Enforcement — Exhibit 24 Pgs. 413-417

F. Open the Public Comments

G. Close the Public Hearing

H. Consideration & Adoption of **Resolution 2026-14,** Adopting Rules of Procedure, Suspension, Disciplinary Rule, & Amenity Rates — Exhibit 25 Pgs. 419-496

I. Consideration & Adoption of **Resolution 2026-15,** Adopting Towing Policies — Exhibit 26 Pgs. 498-505

X. Supervisors' Requests

XI. Audience Comments – ***(limited to 3 minutes per individual for non-agenda items)***

XII. Next Workshop: June 9th at 10:00 a.m.

XIII. Next Regular Meeting: June 25th at 6:00 p.m.

XIV. Adjournment

EXHIBIT 1

Ad Preview

NOTICE OF RULE DEVELOPMENT BY THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 190, Florida Statutes, and in connection with its anticipated ownership and operation of certain improvements (hereinafter collectively referred to as the "Facilities"), Trout Creek Community Development District (the "District") hereby gives the public notice of its intent to: (1) adopt its proposed Amended and Restated Rules of Procedure as Rule No. 1; (2) establish Rule No. 2 which provides for amended and restated amenity rates, fees, and charges imposed on residents and non-residents utilizing the District's Facilities (the "Amenity Rates"); (3) adopt Rule No. 3 establishing consequences for those who violate the District's Amenities Rules (the "Disciplinary Rule"); and (4) to develop Rules Relating to Overnight Parking and Parking Enforcement ("Parking Policy"), Rule No. 4 related to overnight parking and parking enforcement on District property, with penalties including but not necessarily limited to towing, to govern the operation of the District.

The Amended and Restated Rules of Procedure will address such topics as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rule-making proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2025). The specific laws implemented in the Rules of Procedure include, but are not limited to, sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 120.54, 189.053, 189.069(2)(a)(15), 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.0992, 255.20, 286.0105, 286.011, 286.0113, 286.011, 287.017, 287.055, and 287.084, Florida Statutes (2025).

The purpose and effect of the Amenity Rates and Disciplinary Rule is to provide for efficient and effective District operations of the District's Amenities and other properties including by setting rules, rates, and fees relevant to implementation of the provisions of Section 190.035, Florida Statutes. General legal authority for the District to adopt the proposed Amenity Rates include Chapters 120 and 190, Florida Statutes (2025), as amended, and specific legal authority includes Sections 190.035(2), 190.011(5), 190.012(3), 190.035, 190.041, 120.54, 120.69, and 120.81, Florida Statutes (2025), as amended.

The purpose and effect of the Parking Policy is to provide for efficient and effective operations of the District as provided by Section 190.035, Florida Statutes. Specific legal authority for the rules includes Sections 190.011, 190.011(5), 190.012(2)(d), 190.012(3), 190.035(2), and 120.54, Florida Statutes.

A public hearing on the adoption of the proposed Amended and Restated Rules of Procedure, Amenity Rates, Disciplinary Rule and Parking Policy will be conducted by the District on **May 28, 2026, at 6:00 p.m., at the Kayak Club, 100 Kayak Way, St. Augustine, Florida.**

A copy of the proposed Amended and Restated Rules of Procedure, Amenity Rates, Disciplinary Rule and Parking Policy may be obtained by contacting the District Manager in writing at FCS Management Group, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (**"District Manager's Office**").

District Manager
Trout Creek Community Development District
Run Date: April 22, 2026

Ad Preview

NOTICE OF RULEMAKING REGARDING THE AMENDED AND RESTATED RULES OF PROCEDURE, AMENITY, RATES, FEES AND CHARGES OF THE DISTRICT, SUSPENSION AND TERMINATION OF PRIVILEGES RULE AND RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of Trout Creek Community Development District (the "District") on **May 28, 2026, at 6:00 p.m., at the Kayak Club, 100 Kayak Way, St. Augustine, Florida.**

In accordance with Chapters 120 and 190, Florida Statutes, and in connection with its anticipated ownership and operation of certain District facilities and improvements (hereinafter collectively referred to as the "Amenities"), the District hereby gives the public notice of its intent to: (1) adopt its proposed Amended and Restated Rules of Procedure as Rule No. 1; (2) establish Rule No. 2 which provides for amended and restated amenity rates, fees, and charges imposed on residents and non-residents utilizing the District's Facilities (the "Amenity Rates"); (3) adopt Rule No. 3 establishing consequences for those who violate the District's Amenities Rules (the "Disciplinary Rule"); and (4) to develop Rules Relating to Overnight Parking and Parking Enforcement ("Parking Policy"), Rule No. 4 related to overnight parking and parking enforcement on District property, with penalties including but not necessarily limited to towing, to govern the operation of the District. Prior Notice of Rule Development was published in the St. Augustine Record on Wednesday, April 22, 2026.

The purpose and effect of the proposed Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Specific legal authority for the adoption of the proposed Amended and Restated Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2025). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 120.54, 189.053, 189.069(2)(a)15., 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.0992, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055, and 287.084, Florida Statutes (2025).

The purpose and effect of the Amenity Rates and Disciplinary Rule is to provide for efficient and effective operation of the District's Amenities and other properties by setting policies and fees relevant to implementation of the provisions of Section 190.035, Florida Statutes. General legal authority for the District to adopt the proposed Amenity Rates include Chapters 120 and 190, Florida Statutes, as amended, and specific legal authority includes Sections 190.035(2), 190.011(5), 190.012(3), 190.035, 190.041, 120.54, 120.69 and 120.81, Florida Statutes, as amended. The proposed Amenity Rates include:

Fee	Current Rates	Proposed Rates
Annual User Fee (Non-Resident)	$3,005.00	$3,000.00 - $5,000.00
Sports Programming Fee	$405.00	Repeal
Kayak Club Room (Hourly Rate; Weekdays)	$55.00	$85.00
Kayak Club Room (Hourly Rate; Weekends)	$80.00	$125.00
Shearwater Pavilion (Hourly Rate)	$55.00	$75.00
Kayak Outpost (Hourly Rate)	$55.00	$100.00
Conference Room (Hourly Rate)	$30.00	$50.00
Golf Cart Registration Fee	No rate	$0 - $50.00
E-Bike Safety Course	No rate	$0 - $25.00

The proposed Disciplinary Rule and rates, fees and charges associated therewith may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. The proposed Disciplinary Rule addresses use of access cards, provides for the suspension and termination of amenity access, provides for property damage reimbursement, provides authority for certain District staff to remove persons from the amenities, provides for hearings and appeal, and provides for other legal remedies. Specific legal authority for the rule includes Sections 190.035(2), 190.011(5) and 120.54, Florida Statutes.

The purpose and effect of the Parking Policy is to provide for efficient District operations as provided for in Section 190.035, Florida Statutes. Specific legal authority for the Policy includes Sections 190.011, 190.011(5), 190.012(2)(d), 190.012(3), 190.035(2), and 120.54, Florida Statutes.

A copy of the proposed Amended and Restated Rules of Procedure, Amenity Rates, Disciplinary Rule, and Parking Policy, along with any material proposed to be incorporated by reference may be obtained by contacting the District Manager in writing at FCS Management Group, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("District Manager's Office").

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1 800-955-8770 for aid in contacting the District Office.

District Manager
Trout Creek Community Development District

Run Date: April 29, 2026

Ad Preview

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF ATTORNEY-CLIENT SESSION AND REGULAR BOARD MEETING

Notice is hereby given that the Board of Supervisors (the "Board") of the Trout Creek Community Development District (the "District") will conduct an attorney-client shade session and a regular Board meeting at **Kayak Club, 100 Kayak Way, St. Augustine, Florida 32092 on May 28, 2026 at 5:30 p.m.**

The attorney-client shade session will commence immediately following the regular Board meeting, during which the Board may consider other regular business of the District. There is also a separately noticed public hearing on the same evening on rates, rules, charges and towing rules for the District.

The attorney-client shade session, which is closed to the public pursuant to Section 286.011(8), Florida Statutes, is being held to discuss pending litigation styled as Verdego, LLC v. Trout Creek Community Development District, Case Number 2025-CA-000937, pending in the Circuit Court for St. Johns County, Florida. The subject matter of the closed attorney-client shade session shall be confined to settlement negotiations or strategy sessions related to litigation expenditures. The persons attending the next shade session are expected to be the following: Roy Van Wyk, Esq.; Mitchell Zwang, Esq.; and/or Jennifer Kilinski, Esq; Howard McGaffney, District Manager; Supervisors Jim Breslin, Clint Wright, Ronnie Murphy, Vincent Sajkowski and Heather Loffredo; and a court reporter. The attorney-client shade session is anticipated to last 30 minutes and will be transcribed by a court reporter.

In addition to the closed attorney-client shade session, the Board will hold a regular Board meeting to discuss any business which may come before the Board. A copy of the agenda may be obtained by contacting the District Manager, c/o Vesta Property Services, Inc., at 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("District Manager's Office"), by visiting the District's website at www.troutcreekcdd.com, by emailing the District Manager at howard@cddmanagers.com. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meetings may be continued to a date, time, and place to be specified on the record at such meeting.

One or more Supervisors or District staff may participate in the regular Board meeting and shade session by video conference or telephone conference, as authorized by Florida law. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least three (3) business days before the meeting by contacting the District Manager at (954) 560-1858. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

A person who decides to appeal any action taken at a meeting 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 such appeal is to be based.

Howard McGaffney
District Manager
Trout Creek Community
Development District

Ad Preview

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Trout Creek Community Development District will commence at **noon on Monday, June 8, 2026, and close at noon on Friday, June 12, 2026**. Candidates must qualify for the office of Supervisor with the St. Johns County Supervisor of Elections located at 4455 Avenue A, St Augustine, FL 32095. The Supervisor of elections may be contacted by phone at (904) 823-2238. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a "qualified elector" of the District, as defined in Section 190.003, Florida Statutes. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Trout Creek Community Development District has two (2) seats up for election through the general election process, specifically Seats 1 and 2. Each seat carries a four (4)-year term of office. Elections are non-partisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

For additional information, please contact the St. Johns County Supervisor of Elections.

Return to Agenda Pg. 1

EXHIBIT 2

Trout Creek CDD: Monthly Report

May 2026

Fungus/Pest/Fertilizer:

- Herbicide continually applied to landscape beds and concrete
- Tall weeds are hand pulled in landscape beds and removed from weeds growing in the ornamental grasses
- Turf treatment that was applied, ammonium sulfate for this application was to apply a Micronutrient package to keep help keep grass stay healthy and turn green, has made a difference
- Team continually applies ant bait wherever mounds are popping up
- We are continually looking out for mole crickets and chinch bugs

Maintenance:

- We are on a regular mowing cycle of all areas in Phase 2
- Team is trimming and shaping shrubs to desired height and trimming back vegetation encroaching on fence lines
- Touch up pine straws added to areas in center islands and tree rings
- Dog park and outposts areas are continually maintained
- Pond banks are all on a weekly rotation
- Sent two teams on a Saturday to blitz mulch beds with treatments and hand pulling of weeds throughout Shearwater Parkway and The Falls Park

Upcoming month:

- Continuing mowing weekly, monitoring irrigation and turf quality
- Continue shaping up viburnums to desired heights, treating weeds throughout the property

Irrigation:

- All irrigation has proper run times and coverage
- Irrigation techs went through the entire system thoroughly and have repaired broken rotors, sprays, and clogged nozzles.
- Requests for repairs that have been submitted have been remedied.
- We will continually monitor turf conditions for any hot spots, this time of the year will be challenging for the turf

Controller Name: Clock 1

Date: May 5th 2026 Page #: 1 of 1

	Start Times:	Seasonal Adjust:	Run Days:
Program A	8 Pm	100 %	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:	XC hybrid hunter			
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	1	2	3	4												
Spray, Rotor, MP, Drip, or Bubbler	S	R	S	R												
Run Time [Program:]	45	45	45	45												
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted																

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking			(1)													
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments: valve 3 - Dc latching solenoid

Technician Name: Signature

Did you contact the Account Manager? YES / NO What time? _____ Did you leave a VOICEMAIL / TEXT / EMAIL? YES / NO

RUPPERT LANDSCAPE

Job Name: Windley Park

Report Type: Inspection

Controller Name: clock 1

Date: May 5th 2026 Page #: 1 of 1

	Start Times:	Seasonal Adjust:	Run Days:
Program A	7:45 pm	100 %	(M) (T) (W) (T) (F) S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:	XC hybrid hunter			
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	1	2	3	4	5											
Spray, Rotor, MP, Drip, or Bubbler	R	S	S	S	S											
Run Time [Program:]	30	30	30	30	30											
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted																

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:

RUPPERT LANDSCAPE

Job Name: Tilden
Report Type: Inspection
Controller Name: Clock 1
Date: May 8th 2026 Page #: 1 of 1

	Start Times:	Seasonal Adjust:	Run Days:
Program A	11PM	100 %	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model: XC hybrid hunter
Controller Status: WORKING / NOT WORKING
POC Info: Potable Water | Reclaim Water | Well Water | Lake Water
Pump Status & Type: PRESSURIZED | PUMP START | CENTRIFUGAL | SUBMERSIBLE

Information:

Zone Number	1	2	3	4	5											
Spray, Rotor, MP, Drip, or Bubbler	S	R	R	S	S											
Run Time [Program:]	15	25	25	15	15											
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted																

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor		(1)														
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:

RUPPERT LANDSCAPE

Job Name: Outpost
Report Type: inspection
Controller Name: clock 1
Date: May 5th 2026 Page #: 1 of 1

	Start Times:	Seasonal Adjust:	Run Days:
Program A	7:15 PM	100 %	(M) T (W) T (F) S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:	Hunter Pro-C			
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	1	2	3	4	5	6	7	8	9	10	HC					
Spray, Rotor, MP, Drip, or Bubbler	S	R	R	S	R	R/S	R	S	R	R						
Run Time [Program:]	30	30	30	45	45	30	30	30	45	45						
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking				1												
Additional Labor/Troubleshoot				1												
Other-See Comments																

Additional Comments: valve 4 not found need locate.

RUPPERT LANDSCAPE

Job Name: Shearwater Pkwy Jca Station
Report Type: inspection
Controller Name: clock 1
Date: May 5th 2026 Page #: 1 of 5

	Start Times:	Seasonal Adjust:	Run Days:
Program A	9Pm	100 %	M T W T F S S
Program B	8:30 Pm	100 %	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor: YES NO
Weather Sensor: Working Not Working

Controller Make & Model: ACC2 hunter
Controller Status: WORKING / NOT WORKING
POC Info: Potable Water / Reclaim Water / Well Water / Lake Water
Pump Status & Type: PRESSURIZED / PUMP START / CENTRIFUGAL / SUBMERSIBLE

Information:	✓ 1	✓ 2	✓ 3	✓ 4	✓ 5	✓ 6	✓ 7	✓ 8	✓ 9	✓ 10	✓ 11	✓ 12	✓ 13	14	15	16
Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray, Rotor, MP, Drip, or Bubbler	S	S	S	S	S	S	S	?	S	?	S	S	S	?	?	R
Run Time [Program:]	15	15	15	15	15	15	10	10	15	15	15	15	15	30	10	30
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																
Contract/Maintenance [No Charge]:																
Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head-Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
Billable Repairs or Upgrades:																
Head Broken - 6" spray				(3)												
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot								1		1				1	1	
Other-See Comments																

Additional Comments: Zone 8, 10, 14, 15 need locate

Technician Name: Signature
Did you contact the Account Manager? YES / NO What time? Did you leave a VOICEMAIL / TEXT / EMAIL? YES / NO

RUPPERT LANDSCAPE

Job Name: Jea Stadium

Report Type:

Controller Name:

Date: May 5th 2026 Page #: 2 of 5

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Spray, Rotor, MP, Drip, or Bubbler	S	S	S	S	S	R	R	R	S	S	S	S	S	R	R	?
Run Time [Program:]	10	15	15	15	15	30	30	30	10	10	15	10	30	20	20	20
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted																

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser												(2)				
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR		1	1						2							
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot						1	1	1					1			1
Other-See Comments																

Additional Comments: Zone 22, 23, 24, 29, 32 need locate

Technician Name: Signature

Did you contact the Account Manager? YES / NO What time? Did you leave a VOICEMAIL / TEXT / EMAIL? YES / NO

RUPPERT LANDSCAPE

Job Name: Jea Station

Report Type:

Controller Name:

Date: May 5th 2026 Page #: 3 of 5

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Spray, Rotor, MP, Drip, or Bubbler	-	S	S	S	S	-	-	-	-	-	-	-	-	-	-	-
Run Time [Program:]	30	10	10	15	30	30	15	20	30	60	15	30	15	30	30	10
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted																

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot	1					1	1	1	1	1	1	1	1	1	1	1
Other-See Comments																

Additional Comments: Zone 33, 38-48 need locate

Technician Name: Signature

Did you contact the Account Manager? YES / NO What time? Did you leave a VOICEMAIL / TEXT / EMAIL? YES / NO

RUPPERT LANDSCAPE

Job Name: Jea Station

Report Type:

Controller Name:

Date: May 8th 2026 Page #: 4 of 5

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
Spray, Rotor, MP, Drip, or Bubbler	~~S~~	S	S	R	R			S	R	~~R~~S	S	S	S	S	R	~~S~~
Run Time [Program:]	30	15	15	15	30	15	15	15	30	30	10	15	15	10	30	15
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot	1					1	1									1
Other-See Comments																

Additional Comments: Zone 49, 54, 55, 64 need locate.

Technician Name: Signature

Did you contact the Account Manager? YES / NO What time? Did you leave a VOICEMAIL / TEXT / EMAIL? YES / NO

RUPPERT LANDSCAPE

Job Name: Tea Station

Report Type:

Controller Name:

Date: May 5th 2026 Page #: 5 of 5

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	65	66	67	68	69	70	71	72	86	165						
Spray, Rotor, MP, Drip, or Bubbler	S	R	S	S	S	S/R	S	R	S	R						
Run Time [Program:]	15	30	15	10	15	30	15	30	30	30						
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head-Straightened/Adjusted																

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser				1	1											
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot		4	1					1								
Other-See Comments																

Additional Comments: Zone 66, 67, 72 need locate.

Technician Name:

Did you contact the Account Manager this visit?

Signature

RUPPERT LANDSCAPE

Job Name: Shearwater
Report Type: Inspection
Controller Name: Appian clock
Date: 05/07/2026 Page #: 1 of 12

	Start Times:	Seasonal Adjust:	Run Days:
Program A	11 Am	100 %	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:	Acc2 hunter			
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray, Rotor, MP, Drip, or Bubbler	-	-	-	-	-	-	-	-	R	S	S/R	S	S	S	R	-
Run Time [Program:]									30	15	30	15	15	15	30	
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted																

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments: Zone 1-8 need locate

Technician Name:

RUPPERT LANDSCAPE

Job Name: Shearwater
Report Type: Inspection
Controller Name: clock Falls
Date: 05/07/26 Page #: 1 of 5

	Start Times:	Seasonal Adjust:	Run Days:
Program A	8:30 PM	100 %	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:	ACC2 hunter			
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray, Rotor, MP, Drip, or Bubbler	S	S	S	-	S	S	S	S	R	R	S	S	-	-	-	-
Run Time [Program:]	15	10	15	10	15	15	15	30	30	45	15	15	30	30	15	45
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted																

Billable Repairs or Upgrades:

Head Broken - 6" spray	(1)															
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR						(1)										
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:

Technician Name: Signature

Did you contact the Account Manager? YES / NO What time?

RUPPERT LANDSCAPE

Job Name: Shearwater
Report Type: Inspection
Controller Name: falls clock
Date: 05/07/26
Page #: 2 of 5

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Spray, Rotor, MP, Drip, or Bubbler	-	-	-	-	-	-	-	-	-	-	-	R	S	S	R	R
Run Time [Program:]	10	45	25	45	15	15	30	25	10	40	45	30	15	15	60	60
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted																

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR														(1)		
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:

Technician Name: Signature

Did you contact the Account Manager? YES / NO What time?

RUPPERT LANDSCAPE

Job Name: Shenandoah

Report Type:

Controller Name: Fall 15 clocks

Date:

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Spray, Rotor, MP, Drip, or Bubbler		S	R	R	S	S	R	R	R	S	R	R	S	S	S	S
Run Time [Program:]	20	15	30	30	10	15	15	30	30	10	30	30	15	15	15	15
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted																

Billable Repairs or Upgrades:

Head Broken - 6" spray		(1)														
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:

Technician Name:

RUPPERT LANDSCAPE

Job Name: Spear water

Report Type:

Controller Name: Falls Stock

Date: 05/11/2026 Page #: 4 of 5

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
Spray, Rotor, MP, Drip, or Bubbler	S	S	S	S	S	R	S	S	R	S	S	-	S	R	-	S
Run Time [Program:]	15	15	15	15	15	30	15	15	30	15	20	20	10	30	10	20
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted																

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor														D		
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:

Technician Name:

Did you

RUPPERT LANDSCAPE

Job Name: Shearwater

Report Type:

Controller Name: Falls dock

Date: 05/07/2026 Page #: 5 of 5

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	65	66	67	68	64	70	71	72								
Spray, Rotor, MP, Drip, or Bubbler	R	S	S	-	-	R	R	R								
Run Time [Program:]	30	15	10	30	20	30	30	30								
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted																

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:

Return to Agenda Pg. 2

Technician Name:

Did you contact the

EXHIBIT 3

EXHIBIT 4

Trout Creek CDD
GM/AGM Operations Report for May 29, 2026

Mischief/ Vandalism:

- All kid dumbbells and bean bags in The Nest have been destroyed or chewed on, all have been thrown away and extra weights left in there for the kids weight bar machine.
- 2 Ping pong balls destroyed from usage

Administration:

- GM attended the RECNet mid-year board meeting at the Eagle Ridge Resort & Spa in Galena, IL to plan the 45th National Conference November 14-17, 2026
- AGM organized the FSR maintenance matters summit
- Hosted property visits with FSR executives (Master planned communities President, VP and Regional Director)
- Meeting with resident organizer of the Kidprenuer event
- Assisted lifestyle with Coffee & Convo
- Meeting with Sporting Jax Aquatics regarding year-round program/sponsorship of pool deck lighting and 10% vendor
- Onboard/train new café attendant and resident services coord
- Organized and attended Maintenance Matters Summit
- Meeting with Vesta regarding sponsorship/advertising youth sports camps
- Meeting with Rise Swim regarding year-round program/sponsorship of pool deck lighting and 10% vendor
- Meeting with Vendor Village owner regarding May events
- Meetings with District and FSR attorneys regarding amenity suspensions
- Meeting with Jim Charles (Charles Aquatics) and VP of Operations Aaron
- Interviewed 10-12 candidates for Lifestyle Director
- Budget meeting with Supervisor Murphy and DM
- Worked with concrete and curb companies to gather proposals for work needed
- Attended the monthly Business Blends networking event

Reoccurring Meetings/Events:

- Property drive with Ruppert Landscape
- Property drive with Prestige Landscape
- Attended the CDD Workshop Meeting
- Monthly meeting with Chairman Clint Wright
- Monthly meeting with Supervisor Ronnie Murphy
- Monthly meeting with Supervisor Vincent Sajkowski
- Monthly meeting with Vice Chairperson Heather Loffredo
- Conducted weekly staff meeting (every Thursday)
- RecNet monthly meetings
- Completed the monthly property metrics report for FSR
- Attended monthly managers meeting with FSR Regional Director
- Attended FirstService Residential University classes/ training
- Weekly website meeting with Northern Helm
- Weekly meetings with 904 tennis to plan the inaugural member-guest weekend
- Maintenance inspection with maintenance supervisor (bi-weekly)
- Leadership meetings (every Thursday)
- Attended the monthly FSR Lifestyle collaboration call

Kayak Hub:

- April Square Café Category Sales Report (attached)
- April TCCDD Square Sales Report (attached)

Lifestyle:

- April Profit & Loss Report (attached)
- April Lifestyle Summary Report (attached)

Maintenance/ Vandalism/ Mischief Issues:

- April Maintenance Report (attached)

Return to Agenda Pg. 2

EXHIBIT 5

Apr 1, 2025–Apr 30, 2025
Category Sales Report
CAFE

Category	Items Sold	Gross Sales
Uncategorized	17	$51.00
CANDY	376	$480.00
CHIPS & COOKIES	184	$352.00
DRINKS	532	$902.00
EXTRAS	7	$7.60
ICE CREAM	379	$1,516.00
KIDS MEAL	26	$177.50
PIZZA	86	$624.00
SANDWICHES	54	$359.00
SINGLE ITEMS	53	$215.00
WRAPS/BURGERS	65	$490.00
Total	**1,779**	**$5,174.10**

Return to Agenda Pg. 2

EXHIBIT 6

Apr 1, 2025–Apr 30, 2025

Category Sales Report

TCCDD

Category	Items Sold	Gross Sales
Uncategorized	123	$16,611.83
FOBS	28	$840.00
Total	**151**	**$17,451.83**

Return to Agenda Pg. 2

EXHIBIT 7

(5)

Fitness Lodge Bathrooms

Created: Mon, 5/4/2026

Replaced broken door hardware with push and pull hardware (before)

(6)

Fitness Lodge Bathrooms

Created: Mon, 5/4/2026

Replaced broken door hardware with push and pull hardware (after)

(7)

Pool Vacuum

Created: Mon, 5/4/2026

Replaced broken motor (before)

(8)

Pool Vacuum

Created: Mon, 5/4/2026

Replaced broken motor (after)

(9)

Signage

Created: Mon, 5/4/2026

Installed no electrical bike signage at kayak club (before)

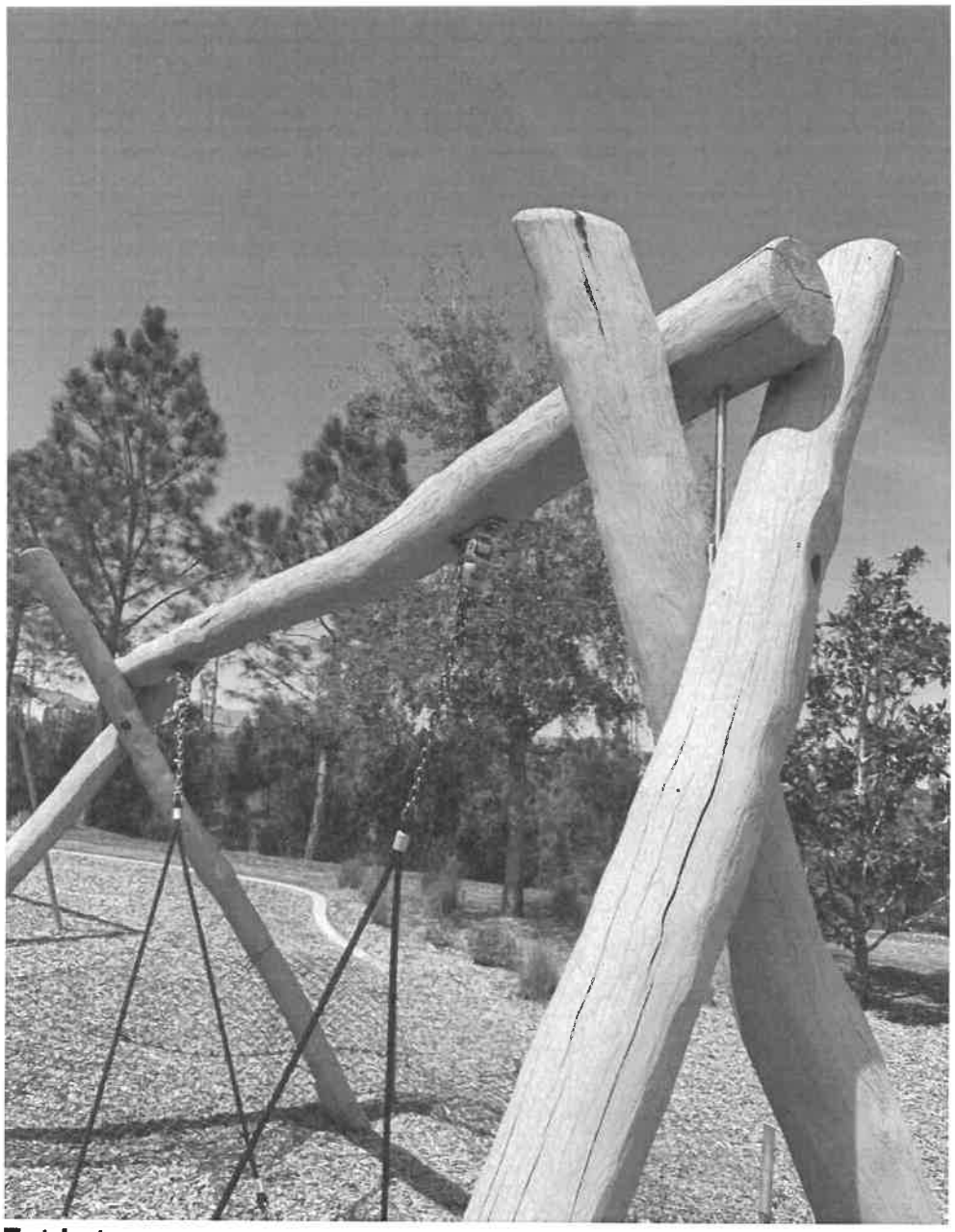
(10)

Signage

Created: Mon, 5/4/2026

Installed no electrical bike signage at kayak club (after)

(11)



Tot Lot

Created: Mon, 5/4/2026

Repaired broken swing (before)

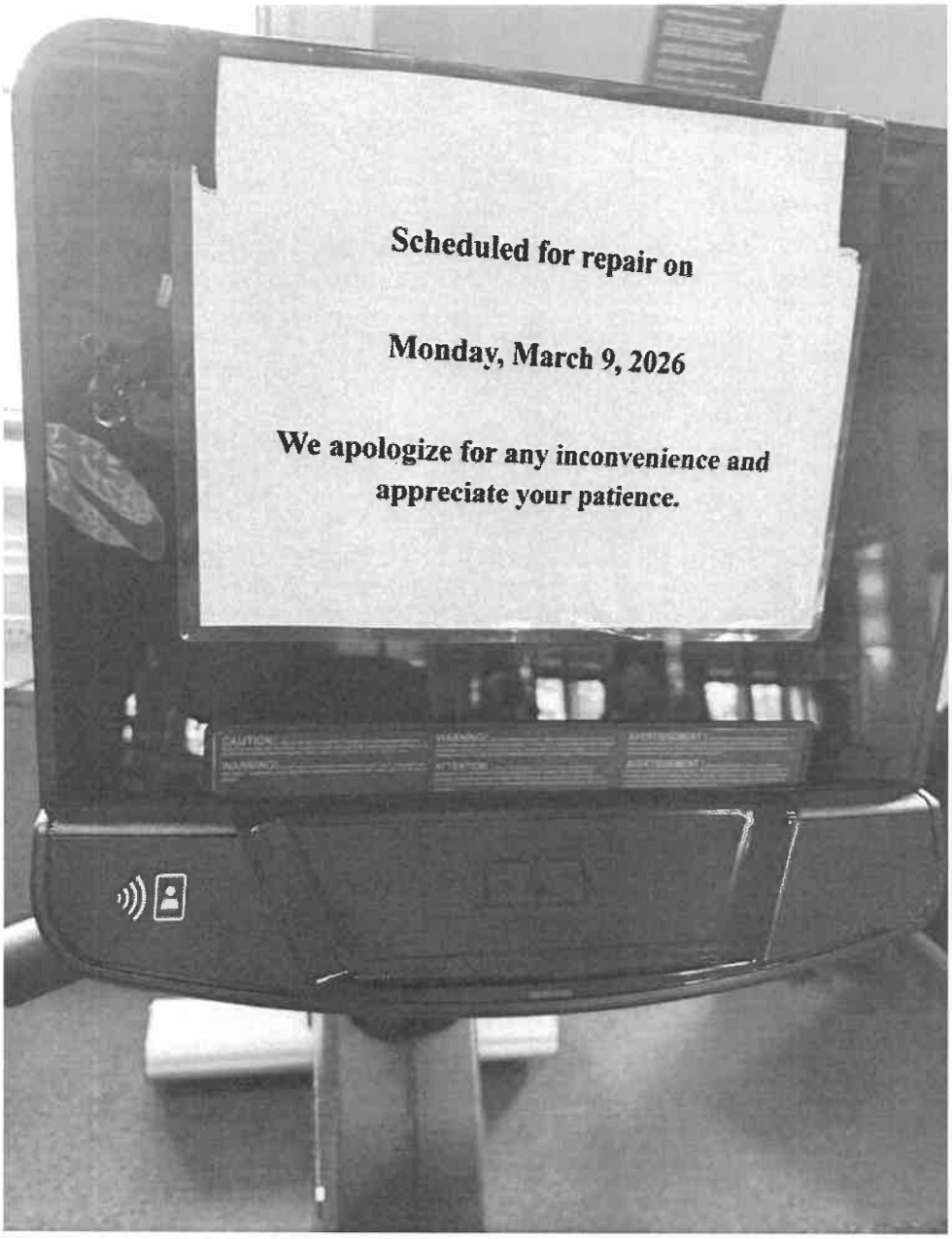
(12)

Tot Lot

Created: Mon, 5/4/2026

Repaired broken swing (after)

(13)



Fitness Lodge

Created: Mon, 5/4/2026

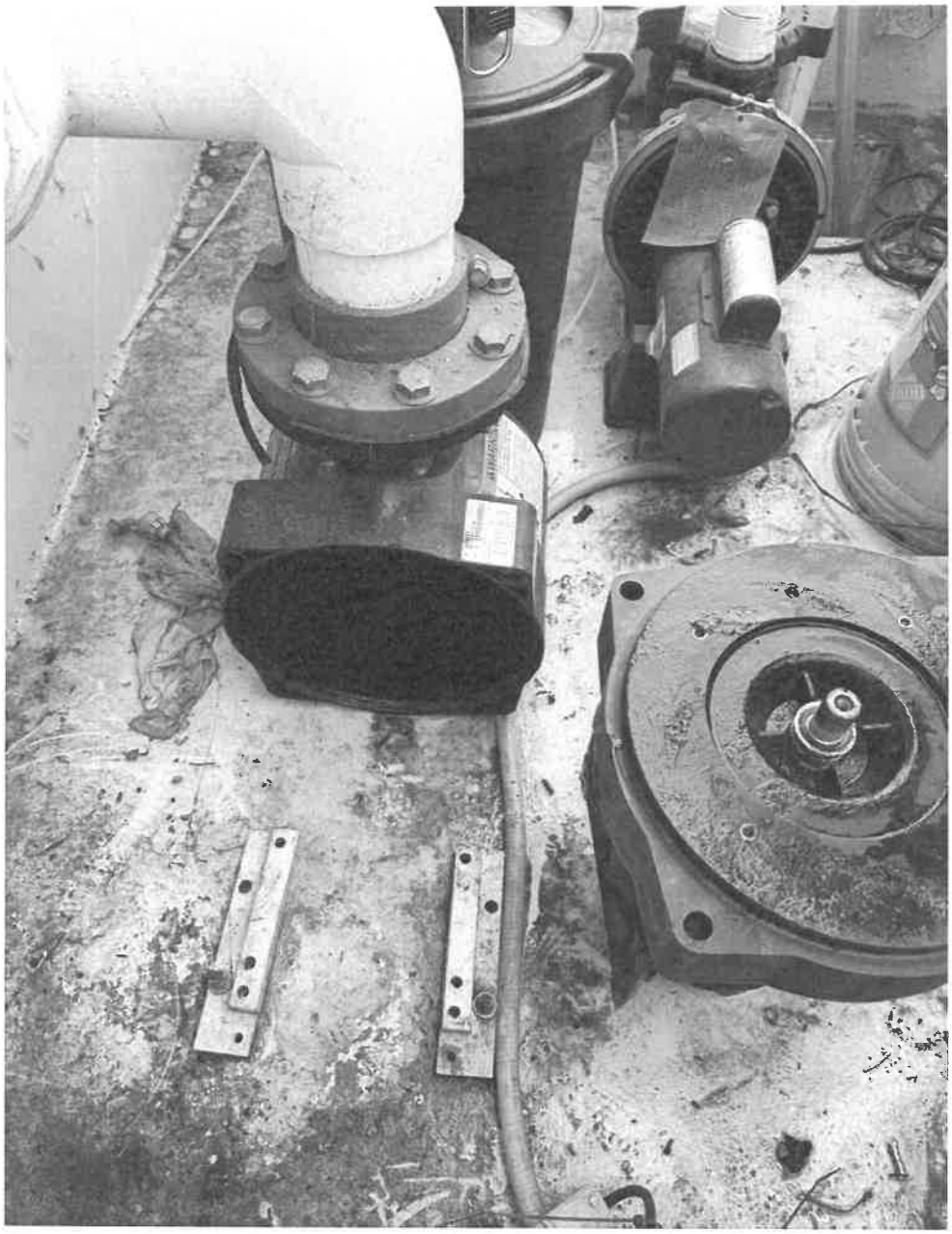
Repaired broken monitor on gym equipment (before)

(14)

Fitness Lodge
Created: Mon, 5/4/2026

Repaired broken monitor on gym equipment (after)

(15)



Fountains

Created: Mon, 5/4/2026

Replaced bad motor (before)

(16)

Fountains

Created: Mon, 5/4/2026

Replaced bad motor (after)

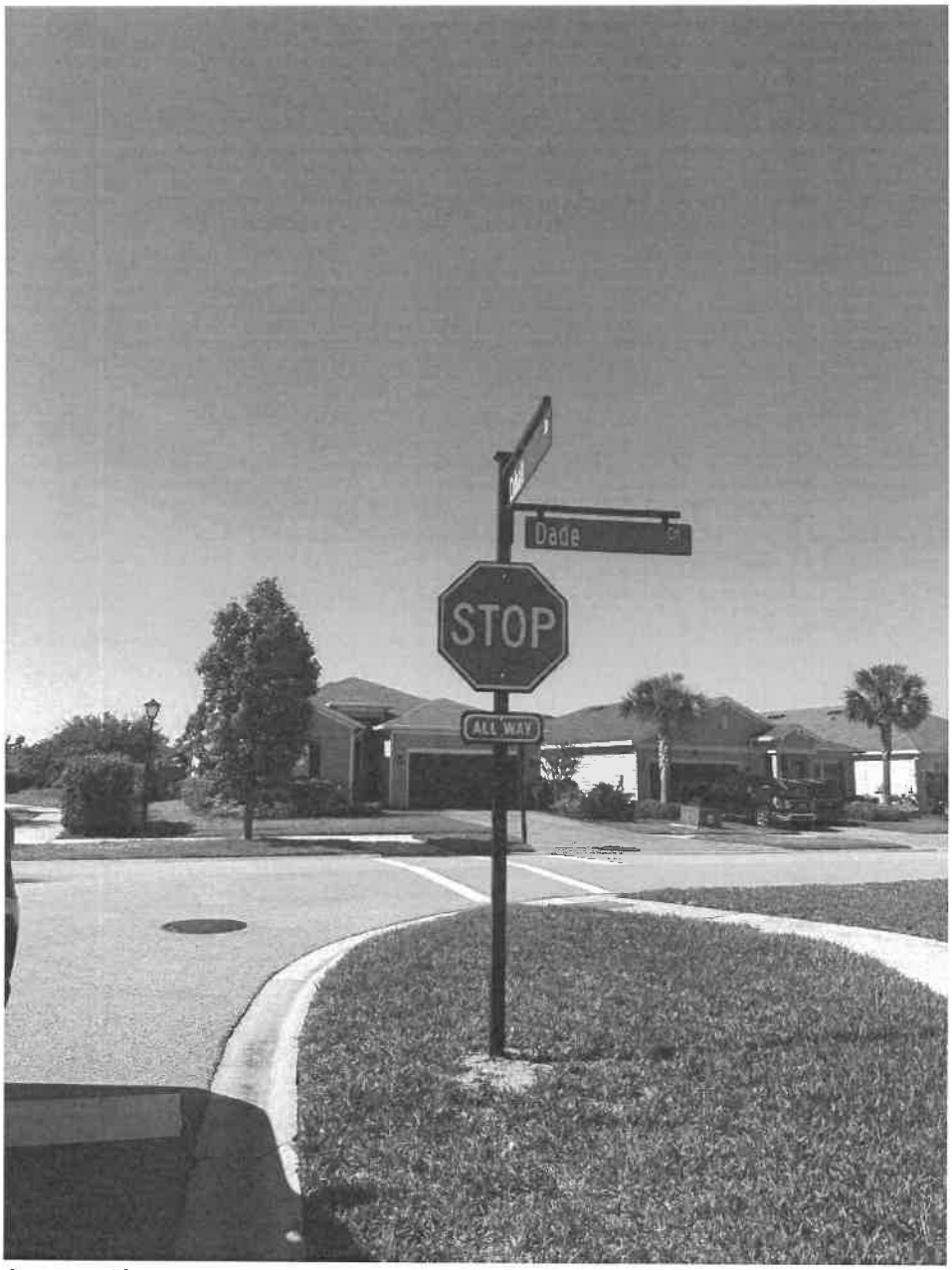
(17)

Street Signs

Created: Mon, 5/4/2026

Replaced damaged post and signage at Dade crt (before)

(18)

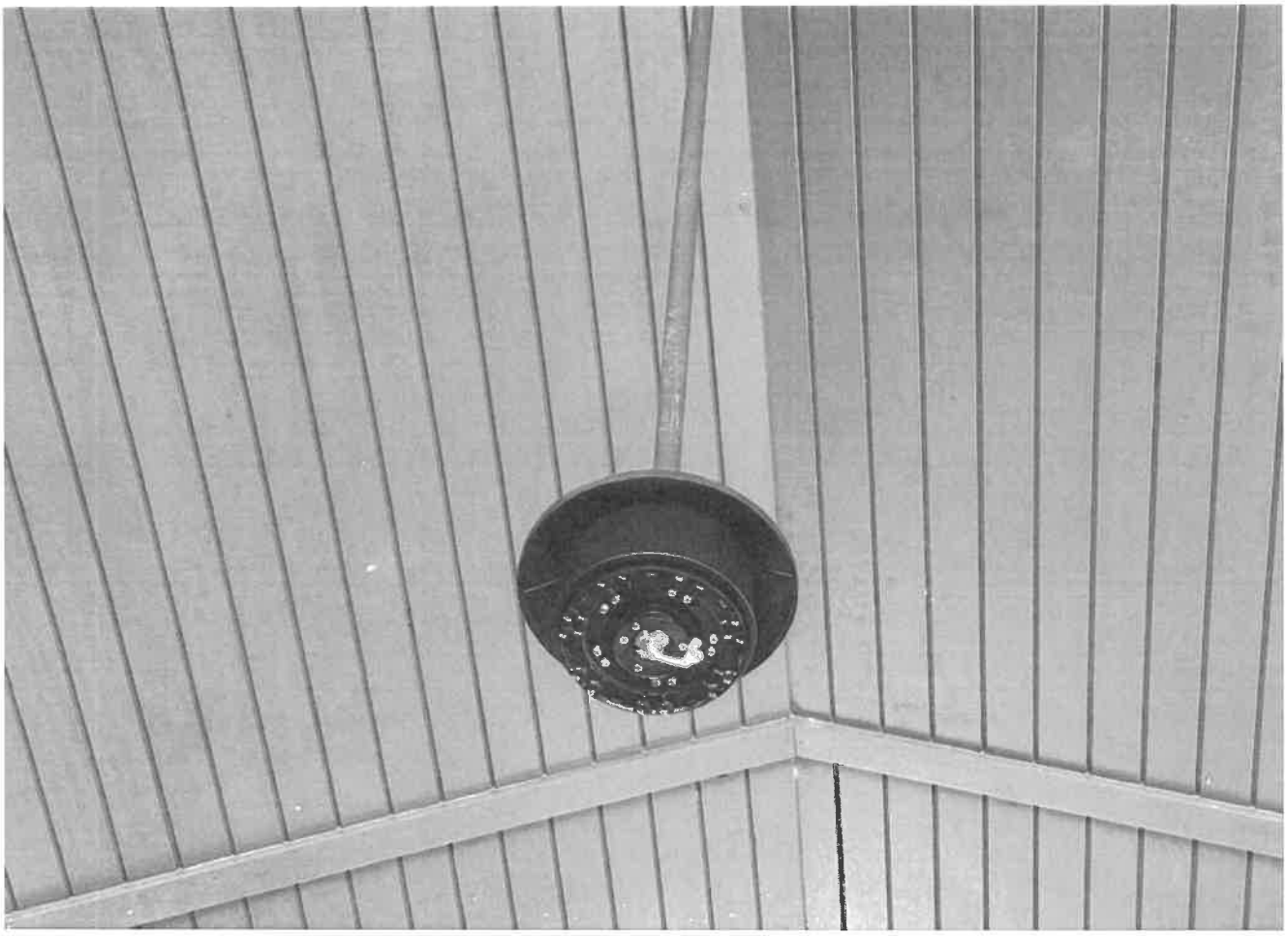


Street Signs

Created: Mon, 5/4/2026

Replaced damaged post and signage at Dade crt (after)

(19)



Outpost

Created: Mon, 5/4/2026

Replaced broken fans at outpost (before)

(20)

Outpost

Created: Mon, 5/4/2026

Replaced broken fans at outpost (after)

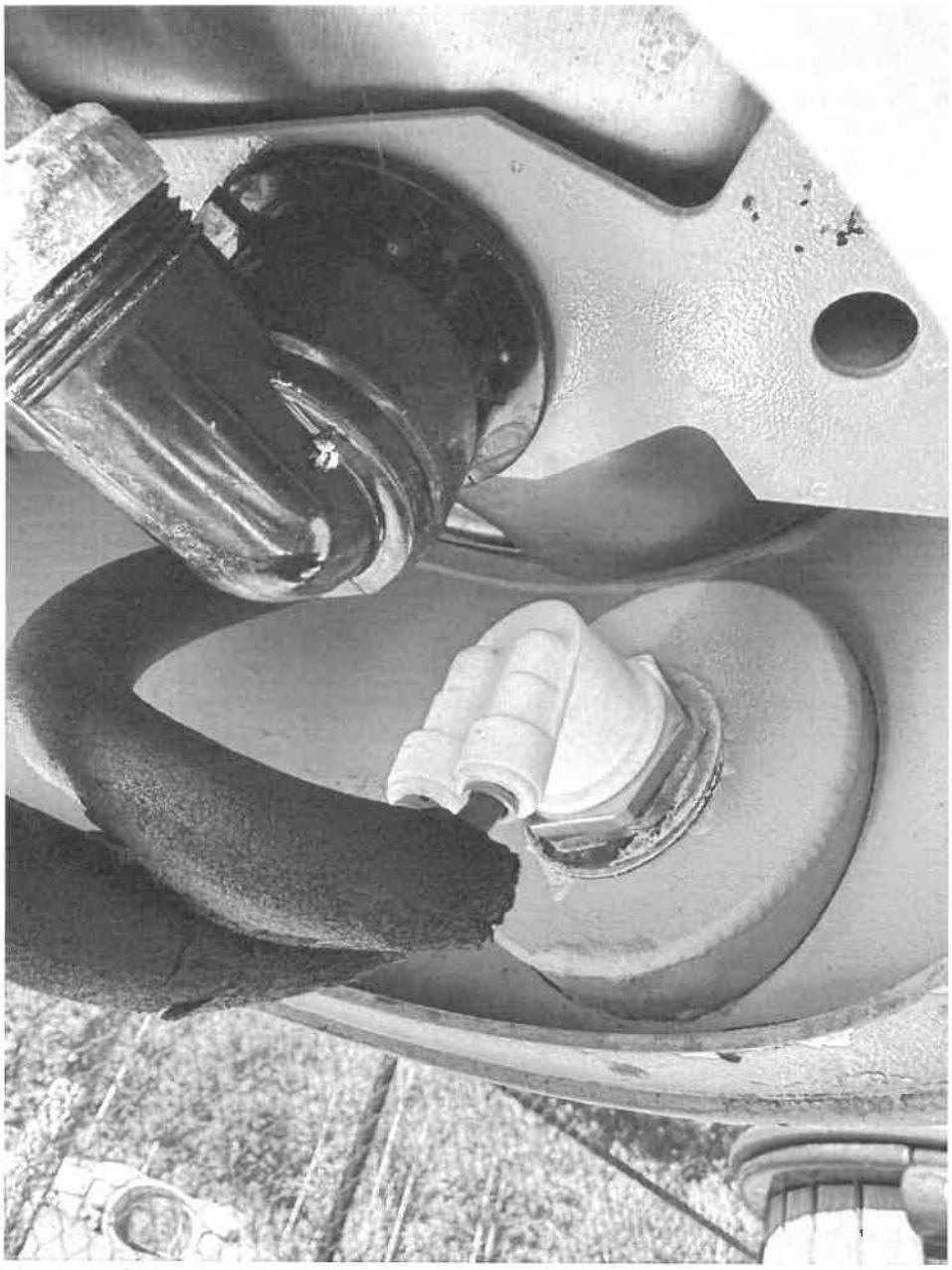
(21)

Dog Park

Created: Tue, 5/5/2026

Replaced drinking fountain regulator (before)

(22)

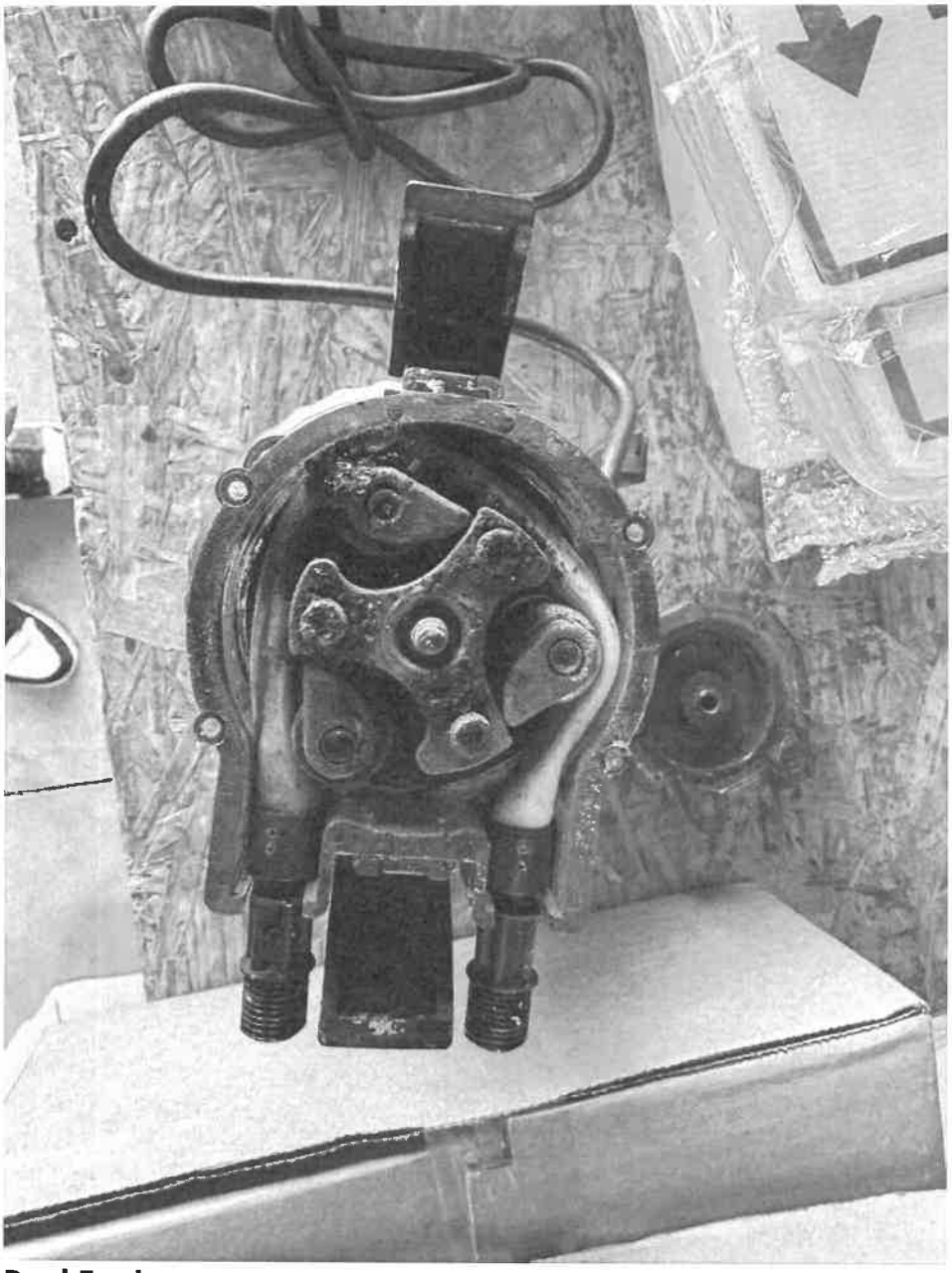


Dog Park

Created: Tue, 5/5/2026

Replaced drinking fountain regulator(after)

(23)

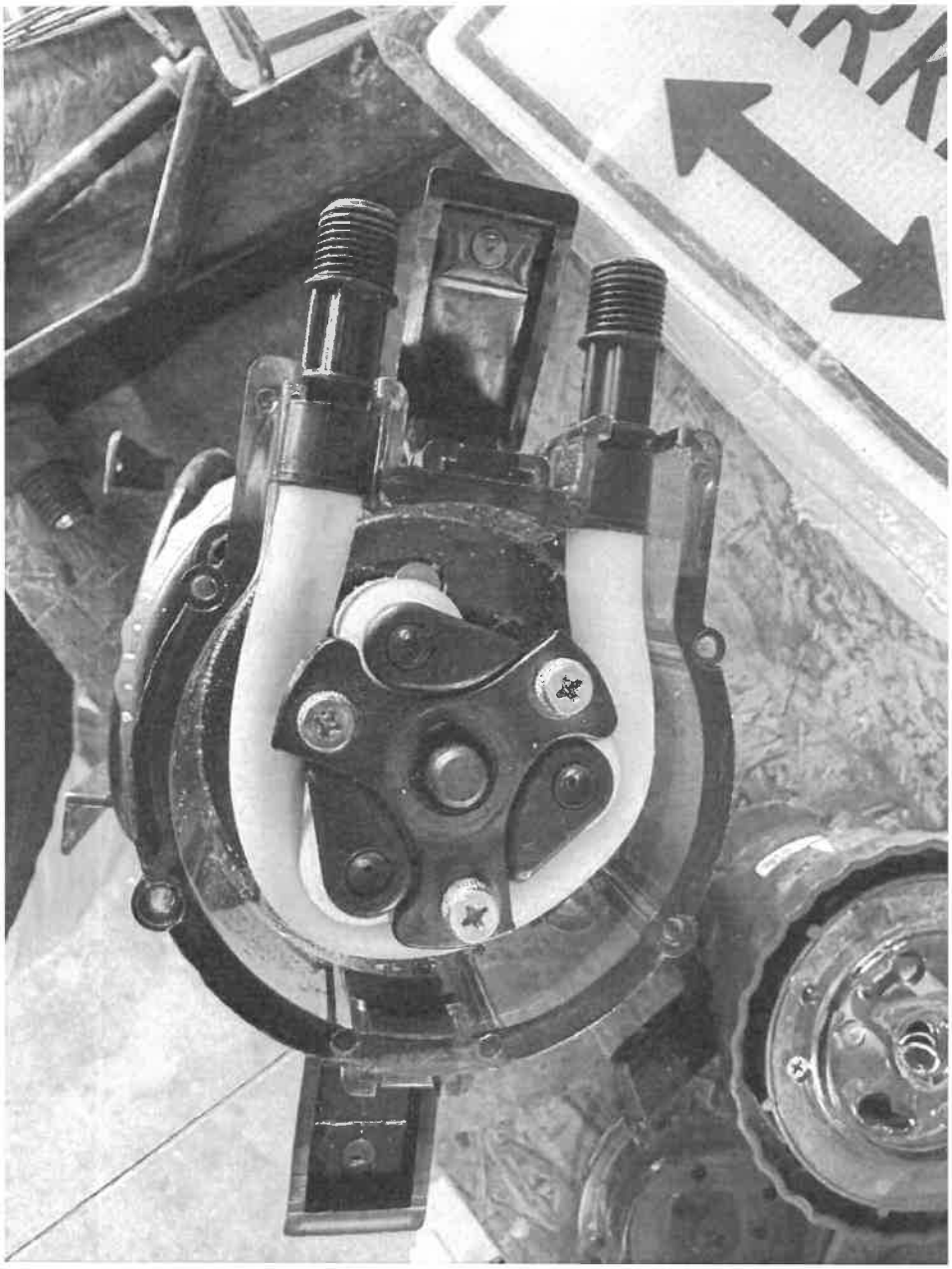


Pool Equipment

Created: Tue, 5/5/2026

Replaced seized Stenner pump at lap pool (before)

(24)



Pool Equipment

Created: Tue, 5/5/2026

Replaced seized Stenner pump at lap pool (after)

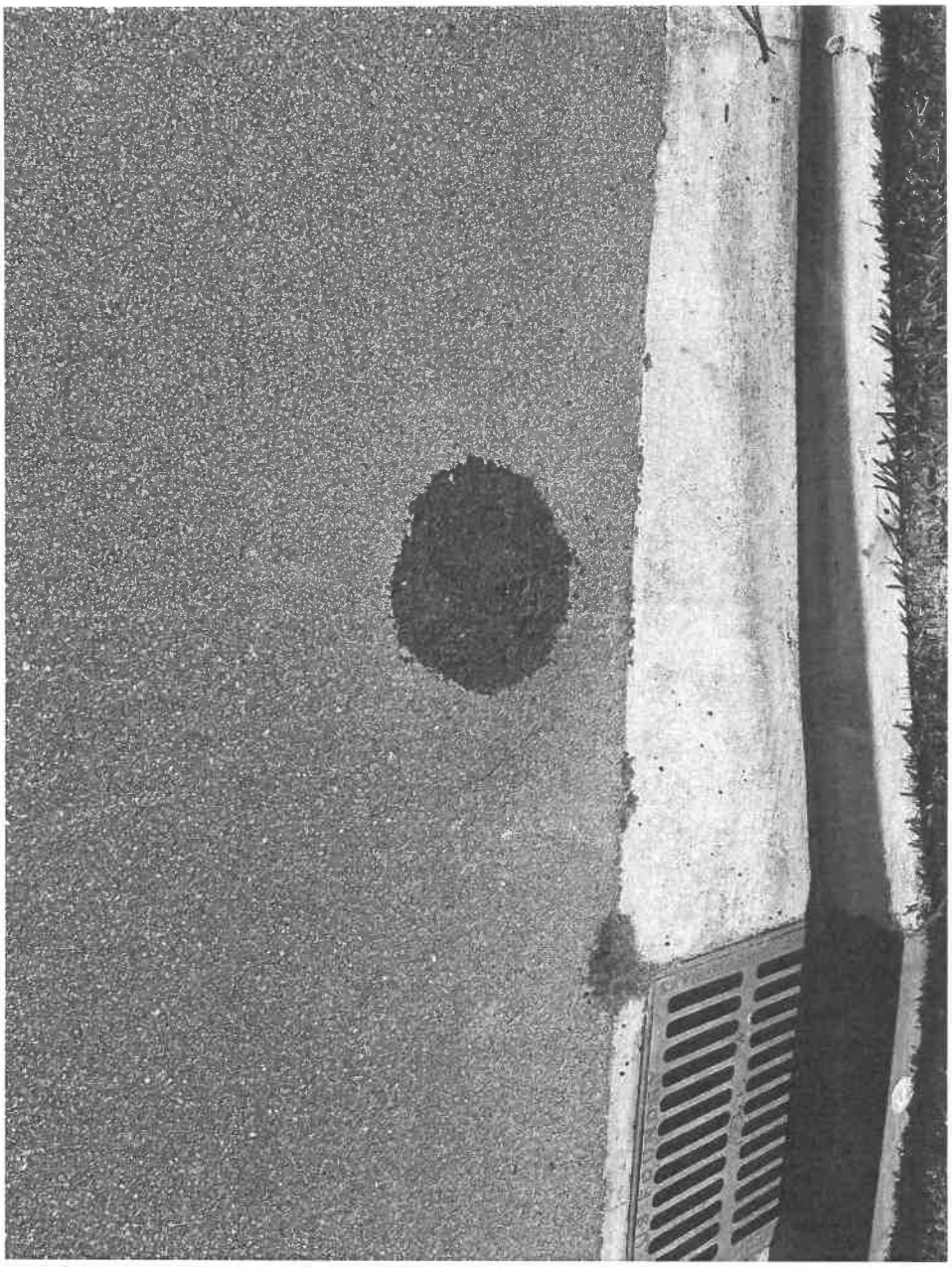
(25)

Anclote Dr

Created: Tue, 5/5/2026

Repaired sinking asphalt (before)

(26)



Anclote Dr

Created: Tue, 5/5/2026

Repaired sinking asphalt (after)
Completed by Johnnie verdell

EXHIBIT 8

Trout Creek CDD Lifestyle: April 2026 Summary Report

Major Community Events

- **Spring Fling – April 4**

  Shuttle service ran 10:30 AM–2:30 PM. First Coast Vendor Village activated the event lawn with **750+ attendees**. Sponsored by Title Patriot.

- **Shearwater Community Yard Sale – April 11**

  Community-wide event with support from Goodwill (item pickup), CycleTronics (electronics recycling; ~10 residents), and Enterprise Solutions (document shredding). **47 homes participated.** Partnered with Freehold Communities.

- **Movie Night – April 17**

  Screening of *Jaws* at the Kayak Club. **56 attendees.**

Recurring & Educational Programs

- **Curiosity U** Sessions held on **4/7, 4/14, 4/21, 4/28** with **12 participants per session**.

- **SJCO Book Mobile – Mondays**

  Weekly visits continue until the new library opens. SJCO is exploring a **summer camp program**; updates to follow.

Social & Community Engagement

- **Coffee & Conversations – April 8**

  Coffee provided by TCCDD; food from Sam's Club. Sponsored by David Palmeri. **~35 attendees.**

- **Family Bingo Night – April 10**

  Hosted at the Kayak Club. Prizes donated by Miller's Ale House and Frankie's Franks. **56 attendees.**

- **Ivybrook Academy Storytime – April 24**

  Held at the Outpost with **12 participants**.

Café Takeovers & Vendor Activity

- **Café Takeovers**
    - **Complicated Dough** – 4/9 & 4/23 (sold out both times; consistently strong performer)
    - **KK Sweets** – 4/14 (sold out)
    - **Filo's Fresh** – 4/21 (sold out; strong resident following)
- **Food Trucks 18+ food trucks** served the community throughout April.

Return to Agenda Pg. 2

EXHIBIT 9

April, 2026

Lifestyle Profit & Loss

EVENT REVENUE/ COST

Spring Fling	Revenue	Cost
Progressive Entertainment		$3,432.00
Invigorate/ Jussara Photography		$950.00
EZ Event Rider		$2,400.00
First Coast Vendor Village		$3,200.00
Total	**$0.00**	**$9,982.00**

Coffee and Conversation	Revenue	Cost
David Palmeri - Senior Resource Group April	$250.00	
Sam's Club - Food & Drinks		$165.72
Total	**$250.00**	**$165.72**

Bingo	Revenue	Cost
Frankie's Franks - Prize	$25.00	
Millers Ale House - Prize	$20.00	
Prizes given to winners		$45.00
Total	**$45.00**	**$45.00**

Movie Night	Revenue	Cost
Sam's Club - Lemonade/ Tea		$34.34
Amazon - Movie & Popcorn		$43.82
Total	**$0.00**	**$78.16**

Events Summary	Actual
Total income	$295.00
Total expense	$10,270.88
Total Profit	**-$9,975.88**

VENDOR REVENUE - 10% OF ALL SALES

Vendor	Payment Method	Income
Shearwater Sharks	Check	$1,000.00
904 Tennis	Check	$755.60
Thiago Gomes	Square	$115.00
Little Pancake of JAX	Square	$44.10
Complicated Dough	Square	$22.11

Feisty Fruit	Square	$78.68
Sunset Slush	Square	$407.30
KK Sweets	Square	$17.20
Zumba - Songhwanara	Check	$32.90
Prime Sports	Square	$165.00

SPONSORSHIPS

Sponsor	Type		Income
Scott Triplett	Sponsorship		$1,000.00
Sporting Jax - Vesta	Sponsorship		$750.00
Total		**$0.00**	**$1,750.00**

Return to Agenda Pg. 2

EXHIBIT 10

Vicky Oakes
St. Johns County Supervisor of Elections

April 27, 2026

Joseph M. Sarmiento

Attn: Jackie Leger, Senior Administrative Assistant

Request for Registered Voter Totals, Trout Creek CDD

This letter is in response to your request for Registered Voter Totals for the Trout Creek Community Development District (CDD). As of 04/15/2026, the total number of active registered voters in the Trout Creek CDD is 4,045. If you have any further questions, please feel free to contact me.

Regards,

Joseph M. Sarmiento
GIS Elections Services Specialist

for

Vicky Oakes, St. Johns County Supervisor of Elections

904-823-2238
jsarmiento@votesjc.gov

Return to Agenda Pg. 2

EXHIBIT 11

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of _____, 2026 (the "Effective Date"), is entered into between **WFC ASHFORD MILLS OWNER VII, L.L.C.**, Delaware limited liability company, the owner of certain lands within the boundaries of the District, with an address at 500 Boylston Street, Suite 2010, Boston, MA 02116 ("Licensor"), and **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, whose address is c/o FCS Management Group LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("Licensee").

RECITALS OF THE PARTIES

WHEREAS, Licensor represents, warrants, and covenants that it owns or holds the right to license the entire right, title, and interest in, and to, certain intellectual property, and that such ownership or right to license shall continue throughout the Term of this Agreement, comprised of trademarks, service marks, trade names, trade dress, logos (including all word marks, design marks, stylized marks, taglines, and variations thereof), domain names, social media handles, copyrights, photographs, renderings, drawings, site plans, plats, maps, marketing materials and collateral, brochures, signage, website content and digital assets (including imagery and video produced for use in connection with the Community (as hereinafter defined), and other proprietary marks and materials (collectively, the "Intellectual Property") used in connection with providing services and distributing goods associated with the development and marketing of the master-planned community known as "Shearwater" (the "Community") located in St. Johns County, Florida, whether or not registered or subject to any application for registration, including the trademarks listed on **Schedule A** attached hereto and incorporated herein by reference, and that the Intellectual Property does not infringe upon the rights of any third party;

WHEREAS, Licensee is the community development district formed for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure within the Community; and

WHEREAS, Licensor desires to license to Licensee the right to use the Intellectual Property listed on **Schedule A** (collectively, the "Trademarks") for Licensee's lawful operations in connection with the Community, including, without limitation, the District's planning, financing, construction, operation, and maintenance of public infrastructure and amenities; the District's identification of, and references to, the Community on signage, agendas, minutes, resolutions, ordinances, notices, public records, official correspondence, financial disclosures, bond and continuing-disclosure documents, the District's website, social media, newsletters, and other public-facing communications; community engagement and resident communications; and supporting the resale, marketing, and orderly transition of property within the Community to end users.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. GRANT OF LICENSE.

1.1 Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee a royalty-free, nonexclusive license (the "License") to use the Trademarks and Intellectual Property in connection with (a) Licensee's planning, financing, constructing, operating, maintaining infrastructure within the Community; (b) all activities incident or related to Licensee's statutory powers, duties, and operations as a community development district pursuant to Chapter 190, Florida Statutes, including the identification of, and references to, the Community on signage, on the District's website, in District newsletters and social media accounts, on agendas, minutes, resolutions, ordinances, official notices, board materials, financial statements, bond and continuing-disclosure documents, public records, and other public-facing communications; (c) community engagement, resident communications, and educational and informational materials regarding the District and the Community; (d) supporting the resale, transition, and marketing of property and amenities within the Community and the orderly conveyance of infrastructure and improvements to the District; and (e) such other purposes as are reasonably related to the foregoing ("Community Activities"). Without further consent of Licensor, Licensee may extend the rights granted under this License to (i) Licensee's board members, supervisors, officers, employees, agents, attorneys, professionals, district manager, and other contractors and vendors engaged by Licensee, solely to the extent acting within the scope of their engagement with Licensee, and (ii) any homeowners' association, master association, or successor entity established for the Community. Licensee may not grant any other sub-license of the rights granted in this Agreement without Licensor's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. Licensor shall retain all rights in the Trademarks not expressly granted to Licensee by this Agreement, and it is hereby specifically acknowledged and agreed by Licensee that Licensor may grant one or more licenses of the Trademarks to persons or entities other than Licensee; provided, however, that no such third-party license will impair, diminish, or be inconsistent with the rights granted to Licensee hereunder.

1.2 All goodwill that may be created in the course of the use of the Trademarks by or through Licensee shall inure to the benefit of Licensor. Except as expressly agreed otherwise by Licensor, any indicia of origin that is designed, created or developed using the Trademarks shall also belong to Licensor along with any goodwill associated therewith. To the extent such indicia of origin and associated goodwill do not inure to the benefit of Licensor, Licensee hereby assigns, transfers and conveys all right, title and interest in, and to, such indicia of origin and goodwill to Licensor. Licensee shall execute all documents and do such other acts as may be necessary to assign to Licensor all right, title and interest in, or to, any such newly created indicia of origin and associated goodwill.

1.3 Nothing herein will be construed to limit the license granted herein to only those marks expressly listed on Schedule A. The license granted herein extends to all Intellectual Property (as defined in the Recitals) owned or controlled by Licensor and used in connection with the Community, including without limitation all images, photographs, renderings, site plans, plats, maps, brochures, marketing collateral, signage designs, website content, digital assets, and other materials produced for or used in connection with the development, marketing, or operation of the Community. Within thirty (30) days of the Effective Date, Licensor will deliver to Licensee copies of (or access to) such materials in usable electronic format, and will supplement such delivery from time to time as additional materials are created during the Term

1.4 Nothing herein shall be construed to limit or impair Licensor's rights regarding the Trademarks, including, but not limited to, the right to transfer, assign, or convey the Trademarks to one or more third-parties.

2. TITLE TO AND PROTECTION OF TRADEMARKS.

2.1 Licensee acknowledges and agrees that (a) Licensor is the owner of all right, title, and interest to the Trademarks, (b) all use of the Trademarks by Licensee shall inure to the benefit of Licensor, (c) all such right, title, and interest shall remain with Licensor, (d) Licensee shall not make any claim or take any action adverse to Licensor's ownership of the Trademarks or to challenge the validity of the License granted hereunder, and (e) all goodwill and any rights arising from the use of the Trademarks by Licensee shall solely belong to Licensor.

2.2 Licensee shall notify Licensor of any unauthorized use of the Trademarks by any third-party promptly as it comes to Licensee's attention. Licensor shall have the sole right to bring infringement or unfair competition proceedings involving the Trademarks and shall be entitled to all proceeds, including any damages or other monetary remedies at law or in equity that may arise from such proceedings.

3. REGISTRATIONS.

3.1 Licensor will (a) maintain the registrations, applications and reservations for the Trademarks in the ordinary course of business, including taking any and all actions and paying any fees or expenses as and when they come due as and to the extent that Licensor determines, in its sole and absolute discretion, that it is prudent to do so; and (b) take, in Licensor's sole and absolute discretion, any legal action necessary to enforce Licensor and Licensee's rights in the Trademarks in accordance with Section 2.2; in each case at Licensor's expense. Licensor shall notify Licensee in writing of any changes that have been implemented with respect to the Trademarks, including the issuance or cancellation of any registrations or reservations.

3.2 Licensee shall establish and maintain proof of use on a continuing basis of the Trademarks in order to aid Licensor in the registering of the Trademarks or in the renewals of such registrations, as the case may be. Licensee shall further provide whatever assistance is necessary, including executing or providing any documents required in order to assist Licensor in filing or maintaining any registrations in accordance with Section 3.1.

4. QUALITY STANDARDS.

4.1 Licensee shall cooperate with Licensor in facilitating Licensor's control of the Trademarks and all advertising, promotional and other uses of the Trademarks. Without limiting the generality of the immediately preceding sentence, Licensee shall:

(a) comply with all applicable laws and regulations relating Licensee's Community Activities;

(b) comply with any requirements established by Licensor concerning the style, design, display and use of the Trademarks; to correctly and regularly use the service mark symbol SM or registration symbol ®, as appropriate, including, without limitation, the

brand standards set forth in the "Brand Guide" attached hereto as **Schedule B** and made a part hereof (the "Brand Standards");

(c) submit to Licensor for Licensor's approval all materials bearing the Trademarks (including, without limitation, advertising copy, promotional materials and any other materials, whether in printed or electronic form) prior to Licensee's use or publication thereof, provided, however, that no advance submission or approval will be required for: (1) use of the Trademarks within agendas, minutes, resolutions, ordinances, notices, board materials, correspondence, public records, financial statements, audit reports, and bond and continuing-disclosure documents prepared in the ordinary course of the District's statutory operations; (2) use of the Trademarks on the District's website and social media accounts and in District newsletters and resident communications, so long as such use conforms to the Brand Standards once delivered; (3) use of previously approved materials and templates without material modification of the Trademark elements; and (4) use of the Trademarks compelled by applicable law, including Chapter 119, Florida Statutes, the Sunshine Law, Chapter 190, Florida Statutes, and Securities and Exchange Commission disclosure obligations;

(d) not use the Trademarks in connection with the advertising, sale or promotion of any service without securing the advance written consent and approval of Licensor, which approval may be granted or withheld in Licensor's reasonable discretion, which approval will not be unreasonably withheld, conditioned, or delayed, and which approval will be deemed given if Licensor does not provide written disapproval within ten (10) business days after written request. Notwithstanding the foregoing, no such advance consent will be required for the District's use of the Trademarks in connection with the activities described in clauses (b) through (e) of Section 1.1, including, without limitation, the District's public-facing communications, agendas, minutes, board materials, public records, signage, website, social media, and resident communications.

(e) Licensor shall review and approve or disapprove Licensee's materials, the graphics and designs depicting the Trademarks, or any other proposed use(s) in writing within ten (10) days thereof, provided however that if Licensor fails to approve or disapprove any materials within the time period provided the materials shall be deemed approved unless and until written disapproval is provided. By approving such material, graphics, designs, or proposed uses of the Trademarks, Licensor does not assume any liability or responsibility therefor. The approval by Licensor of any material, graphics, designs, or proposed uses of the Trademarks shall be approval only to the conformity of the same to the Brand Standards and shall not be deemed a representation or warranty as to the adequacy or sufficiency of the same for any other purpose, including compliance with applicable laws and regulations or whether such use infringes on the intellectual property rights of other persons or entities.

4.2 The Community Activities identified by the Trademarks and offered by Licensee shall be at all times of high quality, consistent with the reputation, image and prestige of Licensor and the Community, and the Trademarks and shall be subject to the reasonable inspection, review, direction and approval as to their nature and quality by Licensor. Licensee shall not conduct its Community Activities in any way that would adversely affect the goodwill associated with the Trademarks. Licensee represents, warrants and covenants that its Community Activities:

(i) shall be conducted in accordance with all applicable federal, state and local laws and regulations, including registrations required by such laws in order to commence Community Activities.

4.3 Licensee shall use all notices and legends with the Trademarks as required by applicable law or as reasonably requested by Licensor.

4.4 Promptly upon receipt of notice from Licensor that Licensee has not complied with the standards set forth in this Agreement, Licensee shall cooperate with Licensor to correct such deficiency forthwith, at Licensee's sole cost and expense.

5. TERM; EVENTS OF DEFAULT; TERMINATION.

5.1 The term (the "Term") of this Agreement shall commence as of the Effective Date and shall remain in effect until terminated pursuant to this Section 5.

5.2 Each of the following events shall constitute an "Event of Default" by the party in respect of which such event occurs:

(a) the filing of a voluntary assignment in bankruptcy or insolvency or a petition for reorganization, or any equivalent for a governmental entity, under any applicable law by Licensee or Licensor;

(b) the consent to an involuntary petition in bankruptcy, or any equivalent for a governmental entity, or the failure by Licensee or Licensor to vacate, within thirty (30) days from the date of entry thereof, any order approving an involuntary petition;

(c) the making of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating Licensee or Licensor a bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of a party's assets, or any equivalent for a governmental entity, if such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) consecutive days; or

(d) the failure of Licensee (or any permitted sub-licensee) or Licensor to fulfill any of the other material covenants, undertakings, obligations or conditions set forth in this Agreement, and the continuance of any such default for a period of thirty (30) days after written notice of the failure; provided that if upon receipt of any notice the defaulting party promptly and with all due diligence cures the default or, if the default is not susceptible to being cured within the thirty (30) day period and the defaulting party advises the complaining party in writingof the period which will be required to cure the default and with all due diligence takes andcontinues action to cure and cures the failure within that period so advised, then no Event of Default shall be deemed to have occurred unless and until the defaulting party has failed to take or to continue to take action or to complete the cure within the period.

5.3 Upon the occurrence of any Event of Default and the applicable grace periods having expired, Licensee (in the case of an Event of Default by Licensor) or Licensor (in the case of an Event of Default by Licensee) may, without prejudice to any other recourse at law or in equity which it may have, terminate this Agreement upon written notice to the defaulting

party, in which event the Term of this Agreement shall expire as of the date set forth in such notice. Any such termination shall not affect or impair any other agreement between Licensor and Licensee.

5.4 Notwithstanding anything in this Agreement to the contrary, this Agreement shall be terminable by Licensor upon ninety (90) days' written notice to Licensee if Licensee ceases all Community Activities related to the Community for a continuous period of at least one hundred eighty (180) days.

5.5 Notwithstanding anything to the contrary contained in this Agreement, in the event that any material provision of this Agreement relating to the Trademarks is not performed in accordance with its specific terms or is otherwise materially breached by Licensee, and such breach is not cured within the applicable cure period set forth in Section 5.3, Licensor shall be entitled to:

(a) terminate this Agreement in accordance with the provisions of Section 5.3; or

(b) pursue any other recourse at law or in equity which it may have to cease such non-performance or breach, and, without limiting the generality of the foregoing, Licensor shall be entitled commence legal proceedings;

and, in each case, Licensor shall be entitled to such action without regard to anything to the contrary contained in this Agreement. Licensee acknowledges and agrees that Licensor may not have an adequate remedy at law for certain breaches, including (without limitation) the termination of this Agreement or damages, and may be irreparably harmed in the event that any material provision of this Agreement relating to the Trademarks were not performed in accordance with their specific terms or were otherwise materially breached by Licensee, provided that such breach has not been cured within the applicable cure period. Accordingly, Licensor shall be entitled to seek injunctive relief to prevent any material breach of this Agreement and to specifically enforce the terms and provisions hereof relating to the Trademarks in addition to any other remedy to which Licensor may be entitled at law or in equity, subject to Licensee's sovereign immunity defenses.

5.6 Upon expiration or termination of this Agreement, the licenses granted herein shall cease. Licensee shall discontinue the use of the Trademarks as soon as reasonably practical, but in no event longer than three hundred sixty-five (365) days from the effective date of termination or expiration, and remove from all premises where the Licensee has operations and deliver to Licensor, or certify the destruction of, all materials bearing any Trademark, including, without limitation, any business cards, stationery, merchandise, equipment, disposable goods or promotional materials. Upon termination and expiration of this Agreement, subject to the transition period set forth herein, Licensee shall also, upon Licensor's request, change any corporate names, trade names or d/b/a's that may contain any distinctive elements of any Trademark. Notwithstanding the foregoing, Licensee will not be required to remove, alter, recall, redact, or destroy any use of the Trademarks (i) embedded in or appearing on any minutes, agendas, resolutions, ordinances, public records, financial statements, audit reports, bond and continuing-disclosure documents, plats, recorded instruments, or other documents previously created, distributed, recorded, or filed in the ordinary course of the District's statutory operations

prior to the effective date of termination or expiration; (ii) maintained in the District's archival or records-retention files as required by Chapter 119, Florida Statutes, or other applicable law; or (iii) on permanent or semi-permanent infrastructure or signage previously installed, until such infrastructure or signage is replaced in the ordinary course. Licensee's name and any d/b/a's that do not contain the "Shearwater" word mark will not be subject to change under this Section.

5.7 All obligations of Licensor and Licensee which expressly or by their nature are intended to survive termination or expiration of this Agreement including Section 6.1, shall continue in full force and effect subsequent to and notwithstanding such termination.

6. INDEMNIFICATION.

6.1 Licensee agrees to indemnify Licensor, its affiliates and their respective employees, officers, directors, members, managers, agents, representatives, successors and assigns (collectively, the "Licensor Indemnified Parties") and hold the Licensor Indemnified Parties harmless from and against any and all liabilities, claims, causes of action, suits, damages, and expenses (including reasonable attorneys' fees, costs, and expenses) brought by a third-party for which the Licensor Indemnified Parties may become liable, or which may be incurred or paid in any action or as a result of any claim, suit, or governmental proceeding (whether or not the Licensor Indemnified Parties shall be a party thereto) arising out of or in connection with any breach of this Agreement by Licensee or any of Licensee's sub-licensees or any use of the Trademarks by Licensee or any of Licensee's sub-licensees as stated herein, to the extent such liabilities, claims, or damages are caused by the negligent acts, omissions, or willful misconduct of Licensee, and subject in all events to the limitations and protections of Section 768.28, Florida Statutes, and any other applicable sovereign-immunity protections. Nothing in this Section may be construed as a waiver of sovereign immunity by Licensee, nor as consent to be sued in excess of the statutory limits of liability, nor as an obligation to indemnify in any amount or for any cause beyond the limits permitted under Florida law. Licensee hereby acknowledges that for the purpose of this Section and its enforcement, each Licensor Indemnified Party, other than the Licensor, is a third-party beneficiary of this Agreement.

6.2 Licensor agrees to indemnify Licensee, its affiliates and their respective employees, officers, supervisors, contractors, members, managers, agents, representatives, successors and assigns (collectively, the "Licensee Indemnified Parties") and hold the Licensee Indemnified Parties harmless from and against any and all liabilities, claims, causes of action, suits, damages, and expenses (including reasonable attorneys' fees, costs, and expenses) brought by a third-party for which the Licensee Indemnified Parties may become liable, or which may be incurred or paid in any action or as a result of any claim, suit, or governmental proceeding (whether or not the Licensee Indemnified Parties shall be a party thereto) arising out of or in connection with (i) any claim that the Trademarks or Intellectual Property, or Licensee's authorized use thereof in accordance with this Agreement, infringe, misappropriate, or otherwise violate the intellectual property or other rights of any third party; (ii) any breach of this Agreement by Licensor or any of Licensor's other licensees or any use of the Trademarks by Licensor or any of Licensor's licensees of the Trademarks, to the extent such liabilities, claims, or damages are caused by the negligent acts, omissions, or willful misconduct of Licensor or its licensees; provided, however, that the foregoing limitation will not apply to claims described in clause (i) above (third-party infringement, misappropriation, or violation), for which Licensor's indemnity and defense obligations are absolute and not subject to a negligence or willful-misconduct trigger. Furthermore,

Licensor agrees to indemnify and reimburse the Licensee Indemnified Parties for all costs, expenses and any other third-party fees or out of pocket disbursements arising out of Licensor's or any of Licensor's licensees' unauthorized use of the Trademarks. Licensor hereby acknowledges that for the purpose of this Section and its enforcement, each Licensee Indemnified Party, other than the Licensee, is a third-party beneficiary of this Agreement.

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

7. GENERAL.

7.1 All notices required or permitted to be given under this Agreement shall be in writing and either: (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via a nationally recognized overnight courier service (e.g., FedEx, UPS), or (d) sent via electronic mail to the email address designated below, with confirmation of receipt required. All notices shall be addressed to the party being noticed, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office, if sent by certified mail, (iii) one (1) business day after deposit with a nationally recognized overnight courier service with next-day delivery specified, or (iv) upon confirmation of receipt if sent via electronic mail, provided that such confirmation is in writing (which may include a return email or automated delivery receipt). All notices shall be delivered or sent prepaid for the specified service by the party giving notice, and shall be addressed as follows:

Licensee:	Trout Creek Community Development District c/o FCS Management Group LLC 250 International Parkway, Suite 208 Lake Mary, Florida 32746 Attn: Howard McGaffney howard@fcsmanagementgroup.com
If to Licensee, with a copy to:	Kilinski | Van Wyk PLLC 517 E. College Avenue, Tallahassee, FL 32301 Attn: Jennifer Kilinski jennifer@cddlawyers.com
If to Licensor:	WFC Ashford Mills Owner VII, L.L.C. c/o 500 Boylston Street, Suite 2010 Boston, MA 02116 Attn: Jesse Baker and Casey Tischer e-mail: _____
With a copy to:	FCM FL, LLC 352 Paseo Reyes Drive

Saint Augustine, FL 32095
Attn: Andrew Smith
e-mail: _____

FCM FL, LLC
500 Boylston Street, Suite 2010
Boston, MA 02116
Attn: Legal Dept.
Legal@Freeholdcm.com

Ansbacher Law
8818 Goodbys Executive Dr.
Jacksonville, FL 32217
Attn: Zachary Roth
Zachary.roth@ansbacher.net

or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice. The respective attorneys for Licensor and Licensee are hereby authorized to give any notice pursuant to this Agreement on behalf of their respective clients.

7.2 This Agreement cancels and supersedes all previous agreements or understandings between the Licensor and the Licensee whether written or oral relating to the Trademarks (excluding, however, that certain Settlement and Release Agreement between Licensor and Licensee of which this Agreement is Exhibit E, which Settlement and Release Agreement remains in full force and effect in accordance with its terms; in the event of any conflict between this Agreement and the Settlement and Release Agreement, the Settlement and Release Agreement will control), and together with the schedules attached hereto, which are incorporated herein by reference and made a part hereof, constitutes the entire agreement between the parties relating to the licensing of the Trademarks. This Agreement may be amended only by a writing signed by a duly authorized representative of each of the parties hereto.

7.3 Licensor may assign the rights and obligations under this Agreement, in whole or in part, with prior written notice to Licensee, to any person or entity who acquires the rights to any Trademark including, without limitation, any homeowners' association formed in connection with the operation of the Community, provided that such assignee expressly assumes in writing all of Licensor's obligations under this Agreement and agrees to be bound by all terms and conditions hereof. This Agreement shall inure to the benefit of and be binding on each of the parties and their respective successors and permitted assigns.

7.4 Licensee may not assign or transfer any of its rights or obligations under this Agreement without Licensor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment of this Agreement by Licensee without Licensor's prior written consent shall be void ab initio.

7.5 The failure or delay of Licensor, Licensee, or any Indemnified Party with respect to the exercise of any right hereunder shall not operate as a waiver of such right or any other right nor shall any single or partial exercise of any right preclude any further or other exercise thereof or the exercise of any other right, except that any waiver must be in writing and signed by

the party against whom such waiver is sought to be enforced. The rights and remedies of any party herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

7.6 Should any provision of this Agreement be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, or if such modification is not possible, such provision shall be deemed deleted, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If any material provision is so deleted, the parties agree to negotiate in good faith to replace such provision with a valid provision that most closely approximates the original intent of the parties.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles.

7.8 This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective permitted successors and assigns.

7.9 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, effective as of the Effective Date set forth herein.

Licensor	Licensee:
WFC ASHFORD MILLS OWNER VII, L.L.C.	TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

SCHEDULE A
LIST OF TRADEMARKS

To be completed with specific trademark registrations, including registration numbers, classes, and jurisdictions

Should include at least: (1) the "SHEARWATER" word mark and all stylized/logo variants; (2) any registered or pending federal or state trademark or service-mark applications and registrations (provide USPTO/Florida registration numbers, serial numbers, classes, and jurisdictions); (3) the Shearwater tagline(s); (4) the Shearwater logo (primary and secondary); (5) any related sub-brand marks (e.g., amenity, neighborhood, or phase-specific marks such as "Shearwater Phase 1," "Kayak Club," etc.); and (6) unregistered common-law marks used in connection with the Community.

ADD copies of all registration certificates and any pending office actions, if any.

SCHEDULE B
BRAND GUIDE

ADD: Brand usage guidelines and standards. Brand Guide must be a definite and finite document. Updates can only be made on reasonable written notice and may not retroactively render existing District materials non-conforming.

Return to Agenda Pg. 2

EXHIBIT 12

RESOLUTION 2026-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2027; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 190, 197, AND/OR 170, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to June 15, 2026, prepared and submitted to the Board of Supervisors ("**Board**") of the Trout Creek Community Development District ("**District**") proposed budgets ("**Proposed Budget**") for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027 ("**Fiscal Year 2027**"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "**Services**") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 190, and 197, *Florida Statutes* ("**Assessments**"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon.

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2027 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 190 and 197, *Florida Statutes*, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, all of which are on file and available for public inspection at the "**District's Office**," Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, FL 32746. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned among such lots and lands, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one or more installments pursuant to a bill issued by the District in

November of 2026, and pursuant to the *Uniform Method* as set forth in Chapter 197, *Florida Statutes*.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 190, and 197, *Florida Statutes*, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: Thursday, August 27, 2026

HOUR: 6:00 p.m.

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

4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County at least sixty (60) days prior to the hearing set above.

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 3 and shall remain on the website for at least forty-five (45) days.

6. PUBLICATION OF NOTICE. Notice of the public hearings shall be published in the manner prescribed by Florida law.

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

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 28th DAY OF MAY, 2026.

ATTEST:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary

By: _____
Its: _____

Exhibit A: Proposed Budget for Fiscal Year 2027

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)

ACCOUNT CLASSIFICATION	FY 2025 ACTUALS	FY 2026 ADOPTED	FY 2026 YTD ACTUALS 10/1/25-3/31/26	FY 2027 PROPOSED	VARIANCE FY26 TO FY27	PERCENT VARIANCE
REVENUES						
SPECIAL ASSESSMENTS						
ON TAX ROLL	$ 3,146,303	$ 3,809,678	$ 3,808,654	$ 4,426,393	$ 616,715	16.2%
OFF TAX ROLL	492,539	8,631	8,636	-	(8,631)	-100.0%
INTEREST EARNINGS	22,354	25,000	17,526	25,000	-	0.0%
HOA CAPITAL TRANSFER	86,800	110,000	97,300	-	(110,000)	-100.0%
ACTIVITY FEES	24,747	20,000	8,197	20,000	-	0.0%
CAFÉ REVENUE	31,189	35,000	11,303	37,000	2,000	5.7%
FACILITIES RENTALS	40,150	40,000	30,544	40,000	-	0.0%
HOA WATER UTLITY COST SHARE	107,121	45,000	-	45,000	-	0.0%
INSURANCE PROCEEDS	39,085	-	2,000	-	-	0.0%
MISCELLANEOUS REVENUE	4,667	-	51,612	-	-	0.0%
COMMUNITY GARDEN RENTALS (NEW)	-	-	-	800	800	100.0%
COMMERCIAL PARCEL CONTRIBUTION	-	-	-	-	-	0.0%
SPECIAL EVENTS ~~- FOOD TRUCKS~~	33,768	40,000	4,095	15,000	(25,000)	-62.5%
TOTAL REVENUES	**4,028,723**	**4,133,309**	**4,039,867**	**4,609,193**	**475,884**	**11.5%**
EXPENDITURES						
ADMINISTRATIVE						
BOARD OF SUPERVISORS FEES	21,600	24,000	12,800	24,000	-	0.0%
ACCOUNTING SERVICES	22,262	22,362	13,318	24,000	1,638	7.3%
ADMINISTRATIVE SERVICES	5,512	5,512	4,297	12,000	6,488	117.7%
ARBITRAGE REBATE CALCULATION	900	1,800	-	1,800	-	0.0%
ASSESSMENT ROLL	5,966	5,966	6,823	-	(5,966)	-100.0%
AUDITING SERVICES	4,100	4,100	-	4,100	-	0.0%
DISCLOSURE REPORT	8,000	8,000	10,333	7,000	(1,000)	-12.5%
DISTRICT ENGINEER	37,278	40,000	17,085	50,000	10,000	25.0%
DISTRICT MANAGEMENT	22,122	22,122	18,218	60,000	37,878	171.2%
DUES, LICENSES & FEES	397	175	546	175	-	0.0%
FINANCIAL & REVENUE COLLECTIONS	5,682	5,682	2,368	12,000	6,318	111.2%
LEGAL ADVERTISING	4,755	3,500	479	3,500	-	0.0%
MISCELLANEOUS FEES	11,528	1,200	1,036	1,200	-	0.0%
TRUSTEE FEES	17,543	15,000	10,033	15,000	-	0.0%
WEBSITE HOSTING, MAINTENACE & BACKUP	3,700	3,700	2,175	7,500	3,800	102.7%
DISTRICT COUNSEL	113,811	150,000	52,792	175,000	25,000	16.7%
LITIGATION / MEDIATION	8,833	-	8,683	60,000	60,000	100.0%
TOTAL ADMINISTRATIVE	**293,989**	**313,119**	**160,985**	**457,275**	**144,156**	**46.0%**
INSURANCE					-	
PUBLIC OFFICIALS LIABILITY INSURANCE	3,338	3,600	2,089	5,000	1,400	38.9%
GENERAL LIABILITY & PROPERTY INSURANCE	98,537	112,928	53,359	120,000	7,072	6.3%
TOTAL INSURANCE	**101,875**	**116,528**	**55,449**	**125,000**	**8,472**	**7.3%**

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)

ACCOUNT CLASSIFICATION	FY 2025 ACTUALS	FY 2026 ADOPTED	FY 2026 YTD ACTUALS 10/1/25-3/31/26	FY 2027 PROPOSED	VARIANCE FY26 TO FY27	PERCENT VARIANCE
UTILITIES						
GARBAGE - RECREATION FACILITY	12,197	15,000	8,335	14,000	(1,000)	-6.7%
UTILITY - ELECTRIC - RECREATION FACILITIES	58,287	56,000	24,875	64,000	8,000	14.3%
UTILITY - ELECTRIC - STREET LIGHTS	62,143	62,000	36,779	90,000	28,000	45.2%
UTILITY - ELECTRIC - SERVICES METERS	11,820	12,000	5,466	12,000	-	0.0%
UTILITY - GAS SERVICES	1,425	17,000	864	17,000	-	0.0%
WATER UTILITY - RECLAIMED	370,143	445,000	110,228	445,000	-	0.0%
WATER UTLIITY SERVICES - RECREATION FACILITIES	19,324	18,375	13,482	21,305	2,930	15.9%
TOTAL UTILITIES	**535,339**	**625,375**	**200,030**	**663,305**	**37,930**	**6.1%**
FIELD OPERATIONS						
STORMWATER CONTROL					-	
AQUATIC MAINTENANCE	48,194	55,000	21,206	60,000	5,000	9.1%
FOUNTAIN R&M (NEW)	-	-		3,500	3,500	100.0%
STORMWATER SYSTEM R&M	3,200	3,500		3,500	-	0.0%
PHYSICAL ENVIRONMENT						
BACKFLOW MAINTENANCE & REPAIRS (NEW)	-	-		5,000	5,000	100.0%
COMMON AREA PINESTRAW, MULCH	144,987	140,000	79,537	200,000	60,000	42.9%
COMMUNITY MAINTENANCE & REPAIR (NEW)	-	-		10,000	10,000	100.0%
DAMAGE & VANDALISM (NEW)	-	-		5,000	5,000	100.0%
ENTRYWAY AND MONUMENTS R&M	-	2,500		2,500	-	0.0%
HOLIDAY DECORATIONS	13,227	7,500	2,490	7,500	-	0.0%
IRRIGATION REPAIRS	76,638	35,000	17,962	50,000	15,000	42.9%
LANDSCAPE & IRRIGATION MAINTENANCE	928,104	1,070,000	396,534	1,070,000	-	0.0%
LANDSCAPE REPLACEMENT PLANTS, SHRUBS, TREES	152,829	70,000	37,762	70,000	-	0.0%
MISCELLANEOUS EXPENSE	37,972	20,000	35,034	-	(20,000)	-100.0%
TREE PRUNING AND REMOVAL (NEW)	-	-		15,000	15,000	100.0%
UTILITY VEHICLES MAINTENANCE & REPAIR (NEW)	-	-		3,000	3,000	100.0%
WILDLIFE MANAGEMENT SERVICES	1,326	1,500	531	1,500	-	0.0%
ROAD & STREET FACILITIES						
AMENITY LIGHTING REPAIRS (PARKING LOT & DECORATIVE)	2,849	5,000		5,000	-	0.0%
ROAD REPAIRS (NEW)	-	-		8,000	8,000	100.0%
SIDEWALK/CONCRETE REPAIRS (NEW)	-	-		5,000	5,000	100.0%
SIGNAGE REPAIRS (NEW)	-	-		5,500	5,500	100.0%
TOTAL FIELD OPERATIONS	**1,409,326**	**1,410,000**	**591,057**	**1,530,000**	**120,000**	**8.5%**
AMENITY OPERATIONS					-	
AMENITY JANITORIAL SERVICES CONTRACT & WINDOW CLEANING	24,651	25,000	7,700	-	(25,000)	-100.0%
AMENITY MAINTENANCE & REPAIR	101,088	75,000	72,907	55,000	(20,000)	-26.7%
AMENITY MANAGEMENT CONTRACT	22,148	23,244	9,685	28,000	4,756	20.5%
AMENITY STAFFING CONTRACT-EMPLOYEE	816,575	905,000	2,921	964,000	59,000	6.5%
CAFÉ MATERIALS	25,021	25,000	9,600	27,000	2,000	8.0%
CLUBHOUSE FACILITY JANITORIAL SUPPLIES	-	12,000	34	12,000	-	0.0%
COMMUNITY GARDENS MAINTENANCE & SUPPLIES	586	500	87	500	-	0.0%

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)

ACCOUNT CLASSIFICATION	FY 2025 ACTUALS	FY 2026 ADOPTED	FY 2026 YTD ACTUALS 10/1/25-3/31/26	FY 2027 PROPOSED	VARIANCE FY26 TO FY27	PERCENT VARIANCE
DOG WASTE STATION SUPPLIES	713	750	267,503	1,500	750	100.0%
FITNESS EQUPMENT LEASE	37,547	37,560	16,271	37,600	40	0.1%
FITNESS EQUPMENT MAINTENANCE / REPAIRS	1,355	4,000	2,470	4,000	-	0.0%
HVAC MAINTENANCE & REPAIR (NEW)	-	-		10,000	10,000	100.0%
LICENSES, FEES & PERMITS	18,138	16,000	6,006	19,000	3,000	18.8%
LIFEGURDS CONTRACT	188,723	185,733	2,560	207,643	21,910	11.8%
MISCELLANEOUS CONTINGENCY	50,702	50,000	53,215	60,000	10,000	20.0%
OFFICE SUPPLIES	-	10,800	1,585	10,000	(800)	-7.4%
OPERATING SUPPLIES	45,632	7,200	8,190	14,400	7,200	100.0%
PEST CONTROL & TERMITE BOND	3,710	3,000	955	7,600	4,600	153.3%
POOL CHEMICALS & PERMITS	57,705	59,000	58,682	61,000	2,000	3.4%
POOL MAINTENANCE CONTRACT	48,035	35,000	17,388	37,620	2,620	7.5%
POOL EQUIPMENT MAINTENANCE & REPAIRS (NEW)	-	-		8,000	8,000	100.0%
PRINTER LEASE & SUPPLIES (NEW)	-	-		14,000	14,000	100.0%
SHUTTLE SERVICES	22,200	15,100	7,900	9,000	(6,100)	-40.4%
SPECIAL EVENTS	108,874	75,000	52,957	83,250	8,250	11.0%
TELEPHONE INTERNET CABLE	19,084	15,000	4,614	20,000	5,000	33.3%
TENNIS COURT MAINTENANCE & SUPPLIES	-	5,000	2,729	5,000	-	0.0%
TRAINING & EDUCATION	6,743	5,400	1,891	7,000	1,600	29.6%
UNIFORMS	5,150	2,000	525	5,000	3,000	150.0%
TOTAL AMENITY OPERATIONS	**1,604,380**	**1,592,287**	**608,376**	**1,708,113**	**115,826**	**7.3%**
SECURITY OPERATIONS						
ACCESS CONTROL MAINTENANCE & REPAIR	24,443	10,000	3,460	8,000	(2,000)	-20.0%
FIRE ALARM, INSPECTIONS, MAINTENACE & REPAIR	-	-		1,000	1,000	100.0%
OFF-DUTY DEPUTY / SECURITY	68,461	62,000	25,356	106,000	44,000	71.0%
SECURITY SYSTEM MONITORING & MAINTENANCE	5,164	4,000	7,302	10,500	6,500	162.5%
TOTAL SECURITY OPERATIONS	**98,068**	**76,000**	**36,118**	**125,500**	**49,500**	**65.1%**
TOTAL EXPENDITURES	**4,042,977**	**4,133,309**	**1,652,014**	**4,609,193**	**475,884**	**11.5%**
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	**(14,254)**	**-**	**2,387,853**	**-**	**-**	**0.0%**
FUND BALANCE, BEGINNING	221,039	221,039	206,785	206,785	(14,254)	-6.4%
Transfers In	-	-	947,293	-	-	0.0%
FUND BALANCE, ENDING	**$ 206,785**	**$ 221,039**	**$ 3,541,931**	**$ 206,785**	**$ (14,254)**	**-6.4%**

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
BUDGET NARRATIVE

EXPENDITURES	
ADMINISTRATIVE	
LEGISLATIVE	
BOARD OF SUPERVISORS FEES	Florida Statute, Chapter 190.006(8), each member of the board shall be entitled to receive for his or her services an amount not to exceed $200 per meeting, not to exceed $4,800 per year per member. The District anticipates 12 meetings and 11 workshops and 1 budget workshop.
FINANCIAL & ADMINISTRATIVE	
ACCOUNTING SERVICES	The District has contracted with Vesta District Services through 09/30/2028 who provides: accounts payable, accounts receivable, accounting and financial management services for the District.
ADMINISTRATIVE SERVICES	The District has contracted with Vesta District Services through 09/30/2028 who provides: adminstrative services for the District. Services on behalf of or for the District include but are not limited to: public records retention, response to public records requests, administrative filings, communications coordination, agenda preparation, providing support to the District Manager. Need contract terms, expiration, costs
ARBITRAGE REBATE CALCULATION	Community Development Districts (CDDs) in Florida, established under Chapter 190, Florida Statutes, who issue tax-exempt municipal bonds to finance infrastructure, are subject to federal arbitrage rules under Internal Revenue Code (IRC) Section 148 and related Treasury Regulations (Treas. Reg. § 1.148). The arbitrage rebate requirement prevents issuers from profiting excessively from investing bond proceeds at yields higher than the bond's yield, preserving the bonds' tax-exempt status. The District has contracted with "_____" to perform the periodic Arbitrage Rebate Calculation.
AUDITING SERVICES	Under Florida Statutes § 190.007(1) (part of Chapter 190, the Uniform Community Development District Act of 1980), every Community Development District (CDD) is required to conduct an annual independent audit of its financial records. The audited financial statements must be submitted to the Auditor General of the State of Florida within 9 months after the end of the fiscal year, in aaccodance with Chapter 218. Copies of the audit must be filed with the Florida Department of Economic Opportutnity. The District has engaged "_____" as independent Auditing firm. Need contract terms, expiration, costs
DISCLOSURE REPORT	Under SEC Rule 15c2-12 (the continuing disclosure rule), The Dissemination Agent is the entity contractually appointed (usually in the Continuing Disclosure Agreement or Dissemination Agent Agreement) to handle the filing and dissemination of required information. File the CDD's Annual and/or Quarterly Financial Information and Audited Financial Statements with EMMA (MSRB's system). The District has contracted with Vesta Property Services through 09/30/2028.
DISTRICT ENGINEER	The District has contracted with Mike Yuro and Associates for District Engineering Services. The District is required to have a District Engineer according to Fl. Statute.
DISTRICT MANAGEMENT	The District has contracted with FCS Management Group through 09/30/2028. District is required to have a District Manager according to Fl. Statute.
DUES, LICENSES & FEES	The Annual Special District State Fee (also referred to as the accountability fee or filing fee) is a mandatory annual payment required under Florida Statutes § 189.018 for all independent special districts, including Community Development Districts (CDDs) established under Chapter 190. This fee funds the administration of the Special District Accountability Program within the Florida Department of Commerce (formerly the Department of Economic Opportunity). The program maintains the official statewide list of special districts, the Special District Database, and supports oversight, reporting, and public access to district information.
FINANCIAL & REVENUE COLLECTIONS	The District has contracted with Vesta District Services for assessment billing and collection, assessment roll certification, direct billing, true-up analysis, property owner inquiries related to assessments and financial matters, estoppels, bond related matters

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
BUDGET NARRATIVE

LEGAL ADVERTISING	Local IQ: The costs associated with noticing meetings in accordance with Fl. Statute, to meet public notice requirements.
MISCELLANEOUS FEES	
PUBLIC OFFICIALS LIABILITY INSURANCE	Public Officials E&O Insurance-FIA/Egis
TRUSTEE FEES	"_____"is the Trustee-Ongoing fees for routine services required in the Bond Indenture, including: monitoring compliance, receiving/distributing assessments, paying bondholders, preparing reports, and managing investments, bond redemptions and prepayments.
WEBSITE HOSTING, MAINTENACE & BACKUP	The District has contracted with Vglobal Tech for ongoing website ADA requirements, maintenance, hosting. Video recording and live streaming services provided by Lutt Media=$350 per meeting. Vglobal - 175/mo+ Lutts Media - 500/mo streaming + 400 other Maintenance
LEGAL COUNSEL	
DISTRICT COUNSEL	The District has contracted with Kilinski Van Wyk, PLLC as District Counsel for the District. The District is required to have a District Counsel according to Fl. Statute.
LITIGATION / MEDIATION	Costs associated with pending or ongoing legal disputes and litigation
FIELD OPERATIONS	
LAW ENFORCEMENT	
OFF-DUTY DEPUTY / SECURITY	Costs associated with after hours security patrol or off duty officers. Tri-County $33 for the first 40 hrs a week, $29.75 any hours after
ELECTRIC UTILITY SERVICES	
UTILITY - RECREATION FACILITIES	
UTILITY - STREET LIGHTS	
UTILITY - SERVICES METERS	
GAS UTILITY SERVICES	
UTILITY SERVICES	
GARBAGE / SOLID WASTE CONTROL SERVICES	
GARBAGE - RECREATION FACILITY	The District has a refuse/waste removal contract with FCC: 1 x per week - $369 x 2 + $320 environmental fee + $61 local franchise & admin x 12 months plus inflation
WATER - SEWER COMBINATION SERVICES	
WATER UTILITY - RECLAIMED	
WATER UTLIITY SERVICES - RECREATION FACILITIES	
STORMWATER CONTROL	
AQUATIC MAINTENANCE	The District has contracted with Charles Aquatics to provide monthly maintenance services for its stormwater ponds: Need contract terms, expiration, costs: Need to research new amendments, and potential new ponds being acquired: Charles Aquatic (43ponds) - $3,853/mo + bi-monthly Charles Aquatic (43 ponds) - $3,853/mo + bi-monthly Wall Cleaning ($400/mo) +carp (2 ponds need stock) & fish barriers (1 more) +
STORMWATER SYSTEM R&M	Costs associated with Repairs to the stormwater ponds
FOUNTAIN R&M (NEW)	Costs associated with fountain repairs and replacement
OTHER PHYSICAL ENVIRONMENT	
BACKFLOW MAINTENANCE & REPAIRS (NEW)	Costs associated with the annual inspection, repairs of the Districts backflow preventers
COMMON AREA PINESTRAW MULCH	Costs associated with (1) application of pine bark mulch annually at entrances, beds, amenity center and other areas in the community.
COMMUNITY MAINTENANCE & REPAIR (NEW)	Costs associated with repairs and replacement of District property throughout the community, other than at the amenity center.
DAMAGE & VANDALISM (NEW)	Costs associated with repairs and replacement related to Damage and Vandalism

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
BUDGET NARRATIVE

ENTRYWAY AND MONUMENTS R&M	Costs associated with repairs and maintenance to entryway monuments and walls
GENERAL LIABILITY & PROPERTY INSURANCE	General Liability and Property Coverage Insurance-FIA/Egis
HOLIDAY DECORATIONS	Costs associated with annual holiday decorations-annual allowance
IRRIGATION REPAIRS	Costs associated with irrigation repairs and replacement-annual allowance
LANDSCAPE & IRRIGATION MAINTENANCE	The District contracts with Prestige and Rupert Landscape for monthly lawn care, landscape maintenance, chemical/fertilization program and lawn pest control services: Need contract terms, expiration, costs
LANDSCAPE REPLACEMENT PLANTS, SHRUBS, TREES	Costs associated with replacing plant material, trees, shrubs
TREE PRUNING AND REMOVAL (NEW)	Costs associated with annual tree pruning
MISCELLANEOUS EXPENSE	Miscellaneous repairs related to Other Physical Environment, that is not otherwise budgeted in individual expenses
ROAD & STREET FACILITIES	
AMENITY LIGHTING REPAIRS (PARKING LOT & DECORATIVE)	Costs associated with annual repairs and replacement of Amenity/Decorative lighting-annual allowance
ROAD REPAIRS (NEW)	Costs associated with road repairs, cold patch-annual allowance
SIDEWALK/CONCRETE REPAIRS (NEW)	Costs associated with sidewalk and concrete repairs and replacement-annual allowance
SIGNAGE REPAIRS (NEW)	Costs associated with repairs and replacement of amenity and community signs-annual allowance
PARKS & RECREATION	
ACCESS CONTROL MAINTENANCE & REPAIR	The District has an annual contract with "_____" to provide services for access control. There is additonal funds in this expense line, for repairs and replacement costs.
AMENITY JANITORIAL SERVICES CONTRACT & WINDOW CLEANING	The District has an annual contract with "_____" to provide janitorial/cleaning/window cleaning services: Need contract terms, expiration, costs
AMENITY MAINTENANCE & REPAIR	Costs associated with repairs and maintenance of the amenity center, buildings, parks and facilities
AMENITY MANAGEMENT CONTRACT	The District has an annual contract with First Service Residential to provide Amenity and Field Staffing Services. This is the Annual Management Contract. $1910/mo + 200 for phones = $2,110/mo + avg 200/mo Gas Mileage. GM to confirm 2027 pricing. Review contract terms
CAFÉ MATERIALS	
CLUBHOUSE FACILITY JANITORIAL SUPPLIES	Costs associated with janitorial and cleaning supplies, restroom supplies
COMMUNITY GARDENS MAINTENANCE & SUPPLIES	Need information for this including rates and specific details
DOG WASTE STATION SUPPLIES	Costs associated with the ongoing upkeep and maintenance of numerous dog waste stations throughout District owned common areas, parks, dog parks
FIRE ALARM, INSPECTIONS, MAINTENACE & REPAIR	The District has a contract with Wayne Automatic & Atlantic Sec - $1,000/yr., additional budget allowance for repairs and replacement costs
EMPLOYEE - AMENITY STAFFING CONTRACT	The District has an annual contract with First Service Residential to provide Amenity and Field Staffing, including, General Manager, Assistant General Manager, Resident Relations, Lifestyle Services, Field Maintenance Services
FITNESS EQUPMENT LEASE	Need contract terms, expiration, costs: Lease = $3,128.97/mo
FITNESS EQUPMENT MAINTENANCE / REPAIRS	The District has a monthly preventative maintenance contract with "_____" ($249/mo) + any additional repairs. Additional costs associated with the ongoing upkeep and maintenance of the District's fitness center/gym equipment, repairs and replacement.
HVAC MAINTENANCE & REPAIR (NEW)	The District has an annual maintenance program with "_____": Need contract terms, expiration, costs
LICENSES, FEES & PERMITS	This is the cost for the annual Florida Department of Health Pool Permits, music licenses and other subscriptions: ASCAP - $866yr, Music SESAC- $405/yr, Wellbeats - $3,600/yr,Square debit Fees avg 400/mo, other misc 5,000(adobe, constant contaact, sonos, microsoft, etc)
LIFEGURDS CONTRACT	The District has contracted with Vesta Property Services to provide seasonal lifeguards. This is an annual contract, with updated pricing provided annually, and mutually agreed upon by amendments.
OFFICE SUPPLIES	Costs associated with Amenity office supplies
OPERATING SUPPLIES	Costs associated with Field Maintenance supplies

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
BUDGET NARRATIVE

PEST CONTROL & TERMITE BOND	Contracted Pest Control Services. The District has contracted with "_____" Pest Control to perform (is this annual, quarterly, monthly services?) pest control services at the Amenity Center. Contract expires "_____" Need contract terms, expiration and costs.
POOL CHEMICALS	The District has an annual contract for pool chemical delivery services with "_____": Need contract terms, expiration, costs
POOL MAINTENANCE CONTRACT	The District has an weekly/annual pool maintenance contract with C BUSS Enterprises: $2,885/mo (2 days/wk) + additional cleanup ($500 every other month)
POOL EQUIPMENT MAINTENANCE & REPAIRS (NEW)	Costs associated with repairs and replacement of amenity pool equipment, pumps, motors, electronics, supplies
PRINTER LEASE & SUPPLIES (NEW)	Konica/Minolta-$2,600/yr + plus ink and repairs
SECURITY SYSTEM MONITORING & MAINTENANCE	The District has contracted with "_____" who provides amenity security monitoring and video surveillance. Need contract terms, expiration and costs: $598.99/mo maint
TELEVISION, PHONE INTERNET & TECH SUPPORT	Colden Co - $939/qtr, Att- $402/mo, + estimated service calls
TENNIS COURT MAINTENANCE & SUPPLIES	Need definition for this item
TRAINING & EDUCATION	Costs associated with the annual training and development of Amenity and Field staff
UNIFORMS	Costs associated with providing uniforms for Amenity and Field Staff with Shearwater Logo
UTILITY VEHICLES MAINTENANCE & REPAIR (NEW)	Costs associated with the repairs and maintenance of the District owned utility vehicle, gator, golf cart.
WILDLIFE MANAGEMENT SERVICES	Costs associated with mitigation of nuissance wildlife
SPECIAL EVENTS	
SHUTTLE SERVICES	Costs associated with providing shuttle services for residents when parking is limited: Shuttle for 7 major seasonal events x $2,750 + inflation
SPECIAL EVENTS	Costs associated with providing the District with Special Events throughout the year
CONTINGENCY	
MISCELLANEOUS CONTINGENCY	Miscellaneous contingency for any costs not individually budgeted

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
CAPITAL RESERVE FUND (CRF)

ACCOUNT CLASSIFICATION	FY 2025 ACTUALS	FY 2026 ADOPTED	FY 2026 YTD ACTUALS 10/1/25-3/31/26	FY 2027 PROPOSED	VARIANCE FY26 TO FY27	PERCENT VARIANCE
REVENUES						
SPECIAL ASSESSMENTS						
ON TAX ROLL	$ 252,627	$ 425,000	$ 425,000	$ 530,000	$ 105,000	24.7%
OFF TAX ROLL	40,699	-	-	-	-	0.0%
INTEREST EARNINGS	22,076	40,000	8,324	22,000	(18,000)	-45.0%
TOTAL REVENUES	**315,402**	**465,000**	**433,324**	**552,000**	**87,000**	**18.7%**
EXPENDITURES						
CAPITAL OUTLAY	306,866	465,000	258,271	448,223	(16,777)	-3.6%
FUND BALANCE CONTRIBUTION	-	-		103,777	103,777	100.0%
TOTAL EXPENDITURES	**306,866**	**465,000**	**258,271**	**552,000**	**87,000**	**18.7%**
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	**8,536**	**-**	**175,053**	**-**	**-**	**0.0%**
FUND BALANCE, BEGINNING	682,873	682,873	691,409	691,409	8,536	1.3%
TRANSFERS OUT	-	-	(427,022)	-	-	0.0%
FUND BALANCE, ENDING	**$ 691,409**	**$ 682,873**	**$ 439,440**	**$ 691,409**	**$ 8,536**	**1.3%**

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
CAPITAL RESERVE FUND (CRF)

	Five Yr Forecast				
Reserve Component Inventory-Updated 03-25-2026 (RM)	**FY 2027 PROPOSED**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Ponds, Outfalls, Inspections and Capital Repairs	10,671				
Security System, Access System, Amenity Area	25,000				
Lights, Holiday Lights and Trees (Permanant Lights)	26,677				
Amenity Upgrades Project (Construct Mgr, Architect, Engineer)	100,000				
Pool Finish, Pebble, Lazy River	275,275				
Swings	5,000				
Bike Racks (10) at Bus Stops	1,800				
Trash Cans at 8 Ponds	4,000				
Golf Carts, Phased		13,531			
Ponds, Erosion Control, Partial		13,889			15,310
Walls, Siding, Fiber Cement, Paint Finishes, Kayak Club (Incl. Party Pavillion)		31,327			
Pool Finish, Pebble, Lap Pool		250,965			
Furnishings, The Outpost, Phased			9,109		
Walls, Masonry, Stone, Inspections and Partial Repairs, Fitness Center			9,109		
Walls, Masonry, Stone, Inspections and Partial Repairs, Kayak Club (Incl. Party Pavillion and Pool Perimeter Wall)			14,234		
Walls, Masonry, Stone, Inspections and Partial Repairs, Entry Pavillion			14,347		
Paint Finishes, Interior, Fitness Center			14,917		
Sport Courts, Clay, Scarify, Replenish and Laser Grade			35,071		
Site Furniture, Bronze Monuments, Maintenance				11,763	
Asphalt Pavement, Patch Repairs, Shearwater Parkway, Phase 1 (Incl. Kayak Club Parking Area) (2024 is Planned)				16,762	
Furniture, Cushions				23,525	
Phone and Data Systems, Amenity Area				47,050	
Concrete Sidewalks, Non-Residential, Partial				64,929	
Signage, Renovation, Neighborhood Entrances, (Incl. Bridge, Dog Park and Pergola Post Monuments)					21,871
Exercise Equipment, Strength, Phased					29,769
Mechanical Equipment, Phased (lazy river pump 2025)					46,173
Floor Coverings, Luxury Vinyl Plank, Kayak Club					47,509
Anticipated Expenditures, By Year	**448,423**	**309,713**	**96,787**	**164,029**	**160,633**
Approved Capital Reserve Study	**580,518**	**85,186**	**59,781**	**202,915**	**82,868**
More (Less) than Reserve Study	**(132,095)**	**224,527**	**37,006**	**(38,886)**	**77,765**

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
ASSESSMENT ALLOCATION

TOTAL EQUALIZED O&M BUDGET	$4,034,893
COUNT COLLECTION COSTS (2%)	$85,849
EARLY PAYMENT DISCOUNT (6%)	$171,698
TOTAL EQUALIZED ASSESSMENT	**$4,292,439**

TOTAL STRATIFIED O&M BUDGET	$391,500
COUNT COLLECTION COSTS (2%)	$8,330
EARLY PAYMENT DISCOUNT (6%)	$16,660
TOTAL STRATIFIED ASSESSMENT	**$416,489**

TOTAL CAPITAL RESERVE FUND BUDGET	$530,000.00
COUNT COLLECTION COSTS (2%)	$11,276.60
EARLY PAYMENT DISCOUNT (6%)	$22,553.19
TOTAL CAPITAL RESERVE FUND ASSESSMENT	**$563,829.79**

	UNITS ASSESSED														ALLOCATION OF CAPITAL RESERVE FUND (CRF)				
ASSESSMENT AREA & LOT SIZE	O&M	SERIES 2025 DEBT SERVICE	SERIES 2018 DEBT SERVICE	SERIES 2020 DEBT SERVICE	SERIES 2022 DEBT SERVICE										EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL CRF BUDGETED	CRF PER LOT
SERIES 2025 ASSMT AREA																			
TOWNHOMES	243	241																	
SINGLE FAMILY 40'	288	281				1.00	288.00	10.09%	$433,002.61	$1,503.48	0.80	230.40	9.01%	$37,526.55	$130.30	1.00	288.00	10.09%	$56,876.70	$197.49
SINGLE FAMILY 50'	410	394																	
SINGLE FAMILY 60'	231	226				1.00	231.00	8.09%	$347,304.18	$1,503.48	1.20	277.20	10.84%	$45,149.13	$195.45	1.00	231.00	8.09%	$45,619.85	$197.49
SINGLE FAMILY 70'	185	163																	
SINGLE FAMILY 80'	69	65				1.00	69.00	2.42%	$103,740.21	$1,503.48	1.60	110.40	4.32%	$17,981.47	$260.60	1.00	69.00	2.42%	$13,626.71	$197.49
SERIES 2018 ASSMT AREA																			
TOWNHOMES	243		243																
SINGLE FAMILY 40'	222		221			1.00	222.00	7.78%	$333,772.84	$1,503.48	0.80	177.60	6.95%	$28,926.72	$130.30	1.00	222.00	7.78%	$43,842.46	$197.49
SINGLE FAMILY 40' - Phase 3J	73		73																
SINGLE FAMILY 50'	153		152			1.00	153.00	5.36%	$230,032.64	$1,503.48	1.00	153.00	5.98%	$24,919.98	$162.88	1.00	153.00	5.36%	$30,215.75	$197.49
SINGLE FAMILY 60'	170		170																
SINGLE FAMILY 70'	57		56			1.00	57.00	2.00%	$85,698.43	$1,503.48	1.40	79.80	3.12%	$12,997.48	$228.03	1.00	57.00	2.00%	$11,256.85	$197.49
SERIES 2020 ASSMT AREA																			
TOWNHOMES	235			235															
SINGLE FAMILY 40'	51			51		1.00	51.00	1.79%	$76,677.55	$1,503.48	0.80	40.80	1.60%	$6,645.33	$130.30	1.00	51.00	1.79%	$10,071.92	$197.49
SERIES 2022 ASSMT AREA																			
TOWNHOMES	58				58														
SINGLE FAMILY 50'	167				167	1.00	167.00	5.85%	$251,081.37	$1,503.48	1.00	167.00	6.53%	$27,200.24	$162.88	1.00	167.00	5.85%	$32,980.59	$197.49
CDD TOTAL	2,855	1370	915	286	225		2,855.00	100%	$4,292,439.05			2,557.10	100%	$416,489.36			2,855.00	100%	$563,829.79	

ASSESSMENT AREA & LOT SIZE	TOTAL O&M PER LOT	SERIES 2025 DEBT SERVICE	SERIES 2018 DEBT SERVICE	SERIES 2020 DEBT SERVICE	SERIES 2022 DEBT SERVICE	**FY 2027 TOTAL ASSESSMENT PER UNIT**	FY 2026 ASSESSMENT PER UNIT	$ VARIANCE	% VARIANCE
SERIES 2025 ASSMT AREA									
TOWNHOMES	$1,782.41	$754.48				**$2,536.89**	$2,321.70	$215.19	9.3%
SINGLE FAMILY 40'	$1,831.27	$840.26				**$2,671.53**	$2,446.75	$224.78	9.2%
SINGLE FAMILY 50'	$1,863.85	$926.05				**$2,789.90**	$2,558.72	$231.18	9.0%
SINGLE FAMILY 60'	$1,896.42	$1,011.83				**$2,908.25**	$2,670.67	$237.58	8.9%
SINGLE FAMILY 70'	$1,929.00	$1,097.62				**$3,026.62**	$2,782.64	$243.97	8.8%
SINGLE FAMILY 80'	$1,961.57	$1,183.40				**$3,144.97**	$2,894.60	$250.37	8.6%
SERIES 2018 ASSMT AREA									
TOWNHOMES	$1,782.41		$879.50			**$2,661.91**	$2,446.72	$215.19	8.8%
SINGLE FAMILY 40'	$1,831.27		$979.50			**$2,810.77**	$2,585.99	$224.78	8.7%
SINGLE FAMILY 40' - Phase 3J	$1,831.27					**$1,831.27**	$120.53	$1,710.74	1419.3%
SINGLE FAMILY 50'	$1,863.85		$1,079.50			**$2,943.35**	$2,712.17	$231.18	8.5%
SINGLE FAMILY 60'	$1,896.42		$1,179.50			**$3,075.92**	$2,838.34	$237.58	8.4%
SINGLE FAMILY 70'	$1,929.00		$1,279.50			**$3,208.50**	$2,964.52	$243.97	8.2%
SERIES 2020 ASSMT AREA									
TOWNHOMES	$1,782.41			$879.50		**$2,661.91**	$2,446.72	$215.19	8.8%
SINGLE FAMILY 40'	$1,831.27			$979.50		**$2,810.77**	$2,585.99	$224.78	8.7%
SERIES 2022 ASSMT AREA									
TOWNHOMES	$1,782.41				$879.50	**$2,661.91**	$2,446.72	$215.19	8.8%
SINGLE FAMILY 50'	$1,863.85				$1,079.50	**$2,943.35**	$2,712.17	$231.18	8.5%

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
DEBT SERVICE OBLIGATION

	SERIES 2018	SERIES 2020	SERIES 2022	SERIES 2025	TOTAL DEBT SERVICE
REVENUES					
SPECIAL ASSESSMENTS - MADS	$ 814,281	$ 239,100	$ 210,638	$ 1,191,274	$ 2,455,293
TOTAL REVENUES	**814,281**	**239,100**	**210,638**	**1,191,274**	**2,455,293**
EXPENDITURES					
INTEREST EXPENSE					
5/1/2027	288,803	73,475	78,208	329,906	770,393
11/1/2027	282,803	72,013	76,902	318,368	750,085
PRINCIPAL RETIREMENT					
5/1/2027	240,000	90,000	55,000	543,000	928,000
TOTAL EXPENDITURES	**811,606**	**235,488**	**210,110**	**1,191,274**	**2,448,478**
EXCESS REVENUES OVER (UNDER) EXPEND.	**$ 2,675**	**$ 3,613**	**$ 528**	**$ -**	**$ 6,815**

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
SERIES 2018 AMORTIZATION SCHEDULE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bonds Outstanding
						10,855,000
11/1/2025		5.000%	294,553	294,553	294,553	10,855,000
5/1/2026	230,000	5.000%	294,553	524,553		10,625,000
11/1/2026		5.000%	288,803	288,803	813,356	10,625,000
5/1/2027	240,000	5.000%	288,803	528,803		10,385,000
11/1/2027		5.000%	282,803	282,803	811,606	10,385,000
5/1/2028	255,000	5.000%	282,803	537,803		10,130,000
11/1/2028		5.375%	276,428	276,428	814,231	10,130,000
5/1/2029	265,000	5.375%	276,428	541,428		9,865,000
11/1/2029		5.375%	269,306	269,306	810,734	9,865,000
5/1/2030	280,000	5.375%	269,306	549,306		9,585,000
11/1/2030		5.375%	261,781	261,781	811,088	9,585,000
5/1/2031	295,000	5.375%	261,781	556,781		9,290,000
11/1/2031		5.375%	253,853	253,853	810,634	9,290,000
5/1/2032	315,000	5.375%	253,853	568,853		8,975,000
11/1/2032		5.375%	245,388	245,388	814,241	8,975,000
5/1/2033	330,000	5.375%	245,388	575,388		8,645,000
11/1/2033		5.375%	236,519	236,519	811,906	8,645,000
5/1/2034	350,000	5.375%	236,519	586,519		8,295,000
11/1/2034		5.375%	227,113	227,113	813,631	8,295,000
5/1/2035	370,000	5.375%	227,113	597,113		7,925,000
11/1/2035		5.375%	217,169	217,169	814,281	7,925,000
5/1/2036	390,000	5.375%	217,169	607,169		7,535,000
11/1/2036		5.375%	206,688	206,688	813,856	7,535,000
5/1/2037	410,000	5.375%	206,688	616,688		7,125,000
11/1/2037		5.375%	195,669	195,669	812,356	7,125,000
5/1/2038	430,000	5.375%	195,669	625,669		6,695,000
11/1/2038		5.500%	184,113	184,113	809,781	6,695,000
5/1/2039	455,000	5.500%	184,113	639,113		6,240,000
11/1/2039		5.500%	171,600	171,600	810,713	6,240,000
5/1/2040	480,000	5.500%	171,600	651,600		5,760,000
11/1/2040		5.500%	158,400	158,400	810,000	5,760,000
5/1/2041	510,000	5.500%	158,400	668,400		5,250,000
11/1/2041		5.500%	144,375	144,375	812,775	5,250,000
5/1/2042	535,000	5.500%	144,375	679,375		4,715,000
11/1/2042		5.500%	129,663	129,663	809,038	4,715,000
5/1/2043	570,000	5.500%	129,663	699,663		4,145,000
11/1/2043		5.500%	113,988	113,988	813,650	4,145,000
5/1/2044	600,000	5.500%	113,988	713,988		3,545,000
11/1/2044		5.500%	97,488	97,488	811,475	3,545,000
5/1/2045	635,000	5.500%	97,488	732,488		2,910,000
11/1/2045		5.500%	80,025	80,025	812,513	2,910,000
5/1/2046	670,000	5.500%	80,025	750,025		2,240,000
11/1/2046		5.500%	61,600	61,600	811,625	2,240,000
5/1/2047	705,000	5.500%	61,600	766,600		1,535,000
11/1/2047		5.500%	42,213	42,213	808,813	1,535,000
5/1/2048	745,000	5.500%	42,213	787,213		790,000
11/1/2048		5.500%	21,725	21,725	808,938	790,000
5/1/2049	790,000	5.500%	21,725	811,725	811,725	-
Total	**$ 10,855,000**		**$ 8,922,519**	**$ 19,777,519**	**$ 19,777,519**	

Max Annual DS: 814,281

Footnote:

Data herein for the CDD's budgetary process purposes only.

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
SERIES 2020 AMORTIZATION SCHEDULE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bonds Outstanding
						3,835,000
5/1/2026	90,000	3.250%	74,938	164,938		3,745,000
11/1/2026		3.250%	73,475	73,475	238,413	3,745,000
5/1/2027	90,000	3.250%	73,475	163,475		3,655,000
11/1/2027		3.250%	72,013	72,013	235,488	3,655,000
5/1/2028	95,000	3.250%	72,013	167,013		3,560,000
11/1/2028		3.250%	70,469	70,469	237,481	3,560,000
5/1/2029	95,000	3.250%	70,469	165,469		3,465,000
11/1/2029		3.250%	68,925	68,925	234,394	3,465,000
5/1/2030	100,000	3.250%	68,925	168,925		3,365,000
11/1/2030		4.000%	67,300	67,300	236,225	3,365,000
5/1/2031	105,000	4.000%	67,300	172,300		3,260,000
11/1/2031		4.000%	65,200	65,200	237,500	3,260,000
5/1/2032	110,000	4.000%	65,200	175,200		3,150,000
11/1/2032		4.000%	63,000	63,000	238,200	3,150,000
5/1/2033	115,000	4.000%	63,000	178,000		3,035,000
11/1/2033		4.000%	60,700	60,700	238,700	3,035,000
5/1/2034	120,000	4.000%	60,700	180,700		2,915,000
11/1/2034		4.000%	58,300	58,300	239,000	2,915,000
5/1/2035	125,000	4.000%	58,300	183,300		2,790,000
11/1/2035		4.000%	55,800	55,800	239,100	2,790,000
5/1/2036	125,000	4.000%	55,800	180,800		2,665,000
11/1/2036		4.000%	53,300	53,300	234,100	2,665,000
5/1/2037	130,000	4.000%	53,300	183,300		2,535,000
11/1/2037		4.000%	50,700	50,700	234,000	2,535,000
5/1/2038	140,000	4.000%	50,700	190,700		2,395,000
11/1/2038		4.000%	47,900	47,900	238,600	2,395,000
5/1/2039	145,000	4.000%	47,900	192,900		2,250,000
11/1/2039		4.000%	45,000	45,000	237,900	2,250,000
5/1/2040	150,000	4.000%	45,000	195,000		2,100,000
11/1/2040		4.000%	42,000	42,000	237,000	2,100,000
5/1/2041	155,000	4.000%	42,000	197,000		1,945,000
11/1/2041		4.000%	38,900	38,900	235,900	1,945,000
5/1/2042	160,000	4.000%	38,900	198,900		1,785,000
11/1/2042		4.000%	35,700	35,700	234,600	1,785,000
5/1/2043	170,000	4.000%	35,700	205,700		1,615,000
11/1/2043		4.000%	32,300	32,300	238,000	1,615,000
5/1/2044	175,000	4.000%	32,300	207,300		1,440,000
11/1/2044		4.000%	28,800	28,800	236,100	1,440,000
5/1/2045	180,000	4.000%	28,800	208,800		1,260,000
11/1/2045		4.000%	25,200	25,200	234,000	1,260,000
5/1/2046	190,000	4.000%	25,200	215,200		1,070,000
11/1/2046		4.000%	21,400	21,400	236,600	1,070,000
5/1/2047	195,000	4.000%	21,400	216,400		875,000
11/1/2047		4.000%	17,500	17,500	233,900	875,000
5/1/2048	205,000	4.000%	17,500	222,500		670,000
11/1/2048		4.000%	13,400	13,400	235,900	670,000
5/1/2049	215,000	4.000%	13,400	228,400		455,000
11/1/2049		4.000%	9,100	9,100	237,500	455,000
5/1/2050	225,000	4.000%	9,100	234,100		230,000
11/1/2050		4.000%	4,600	4,600	238,700	230,000
5/1/2051	230,000	4.000%	4,600	234,600	234,600	-
Total	**$ 3,835,000**		**$ 2,316,900**	**$ 6,151,900**	**$ 6,151,900**	

Max Annual DS: 239,100

Footnote:

Data herein for the CDD's budgetary process purposes only.

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
SERIES 2022 AMORTIZATION SCHEDULE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bonds Outstanding
						2,945,000
5/1/2026	50,000	4.750%	79,396	129,396		2,895,000
11/1/2026		4.750%	78,208	78,208	207,604	2,895,000
5/1/2027	55,000	4.750%	78,208	133,208		2,840,000
11/1/2027		5.100%	76,902	76,902	210,110	2,840,000
5/1/2028	55,000	5.100%	76,902	131,902		2,785,000
11/1/2028		5.100%	75,499	75,499	207,401	2,785,000
5/1/2029	60,000	5.100%	75,499	135,499		2,725,000
11/1/2029		5.100%	73,969	73,969	209,469	2,725,000
5/1/2030	60,000	5.100%	73,969	133,969		2,665,000
11/1/2030		5.100%	72,439	72,439	206,409	2,665,000
5/1/2031	65,000	5.100%	72,439	137,439		2,600,000
11/1/2031		5.100%	70,782	70,782	208,221	2,600,000
5/1/2032	70,000	5.100%	70,782	140,782		2,530,000
11/1/2032		5.375%	68,997	68,997	209,779	2,530,000
5/1/2033	70,000	5.375%	68,997	138,997		2,460,000
11/1/2033		5.375%	67,116	67,116	206,113	2,460,000
5/1/2034	75,000	5.375%	67,116	142,116		2,385,000
11/1/2034		5.375%	65,100	65,100	207,216	2,385,000
5/1/2035	80,000	5.375%	65,100	145,100		2,305,000
11/1/2035		5.375%	62,950	62,950	208,050	2,305,000
5/1/2036	85,000	5.375%	62,950	147,950		2,220,000
11/1/2036		5.375%	60,666	60,666	208,616	2,220,000
5/1/2037	90,000	5.375%	60,666	150,666		2,130,000
11/1/2037		5.375%	58,247	58,247	208,913	2,130,000
5/1/2038	95,000	5.375%	58,247	153,247		2,035,000
11/1/2038		5.375%	55,694	55,694	208,941	2,035,000
5/1/2039	100,000	5.375%	55,694	155,694		1,935,000
11/1/2039		5.375%	53,006	53,006	208,700	1,935,000
5/1/2040	105,000	5.375%	53,006	158,006		1,830,000
11/1/2040		5.375%	50,184	50,184	208,191	1,830,000
5/1/2041	110,000	5.375%	50,184	160,184		1,720,000
11/1/2041		5.375%	47,228	47,228	207,413	1,720,000
5/1/2042	115,000	5.375%	47,228	162,228		1,605,000
11/1/2042		5.500%	44,138	44,138	206,366	1,605,000
5/1/2043	125,000	5.500%	44,138	169,138		1,480,000
11/1/2043		5.500%	40,700	40,700	209,838	1,480,000
5/1/2044	130,000	5.500%	40,700	170,700		1,350,000
11/1/2044		5.500%	37,125	37,125	207,825	1,350,000
5/1/2045	140,000	5.500%	37,125	177,125		1,210,000
11/1/2045		5.500%	33,275	33,275	210,400	1,210,000
5/1/2046	145,000	5.500%	33,275	178,275		1,065,000
11/1/2046		5.500%	29,288	29,288	207,563	1,065,000
5/1/2047	155,000	5.500%	29,288	184,288		910,000
11/1/2047		5.500%	25,025	25,025	209,313	910,000
5/1/2048	165,000	5.500%	25,025	190,025		745,000
11/1/2048		5.500%	20,488	20,488	210,513	745,000
5/1/2049	170,000	5.500%	20,488	190,488		575,000
11/1/2049		5.500%	15,813	15,813	206,300	575,000
5/1/2050	180,000	5.500%	15,813	195,813		395,000
11/1/2050		5.500%	10,863	10,863	206,675	395,000
5/1/2051	190,000	5.500%	10,863	200,863		205,000
11/1/2051		5.500%	5,638	5,638	206,500	205,000
5/1/2052	205,000	5.500%	5,638	210,638	210,638	-
Total	**$ 2,945,000**		**$ 2,678,071**	**$ 5,623,071**	**$ 5,623,071**	

Max Annual DS: 210,638

Footnote:

Data herein for the CDD's budgetary process purposes only.

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
SERIES 2025 AMORTIZATION SCHEDULE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bonds Outstanding
						16,045,000
5/1/2026	520,000	4.250%	340,956	860,956		15,525,000
11/1/2026		4.250%	329,906	329,906	1,190,863	15,525,000
5/1/2027	543,000	4.250%	329,906	872,906		14,982,000
11/1/2027		4.250%	318,368	318,368	1,191,274	14,982,000
5/1/2028	566,000	4.250%	318,368	884,368		14,416,000
11/1/2028		4.250%	306,340	306,340	1,190,708	14,416,000
5/1/2029	591,000	4.250%	306,340	897,340		13,825,000
11/1/2029		4.250%	293,781	293,781	1,191,121	13,825,000
5/1/2030	616,000	4.250%	293,781	909,781		13,209,000
11/1/2030		4.250%	280,691	280,691	1,190,473	13,209,000
5/1/2031	643,000	4.250%	280,691	923,691		12,566,000
11/1/2031		4.250%	267,028	267,028	1,190,719	12,566,000
5/1/2032	671,000	4.250%	267,028	938,028		11,895,000
11/1/2032		4.250%	252,769	252,769	1,190,796	11,895,000
5/1/2033	700,000	4.250%	252,769	952,769		11,195,000
11/1/2033		4.250%	237,894	237,894	1,190,663	11,195,000
5/1/2034	731,000	4.250%	237,894	968,894		10,464,000
11/1/2034		4.250%	222,360	222,360	1,191,254	10,464,000
5/1/2035	762,000	4.250%	222,360	984,360		9,702,000
11/1/2035		4.250%	206,168	206,168	1,190,528	9,702,000
5/1/2036	795,000	4.250%	206,168	1,001,168		8,907,000
11/1/2036		4.250%	189,274	189,274	1,190,441	8,907,000
5/1/2037	830,000	4.250%	189,274	1,019,274		8,077,000
11/1/2037		4.250%	171,636	171,636	1,190,910	8,077,000
5/1/2038	866,000	4.250%	171,636	1,037,636		7,211,000
11/1/2038		4.250%	153,234	153,234	1,190,870	7,211,000
5/1/2039	904,000	4.250%	153,234	1,057,234		6,307,000
11/1/2039		4.250%	134,024	134,024	1,191,258	6,307,000
5/1/2040	943,000	4.250%	134,024	1,077,024		5,364,000
11/1/2040		4.250%	113,985	113,985	1,191,009	5,364,000
5/1/2041	984,000	4.250%	113,985	1,097,985		4,380,000
11/1/2041		4.250%	93,075	93,075	1,191,060	4,380,000
5/1/2042	1,026,000	4.250%	93,075	1,119,075		3,354,000
11/1/2042		4.250%	71,273	71,273	1,190,348	3,354,000
5/1/2043	1,071,000	4.250%	71,273	1,142,273		2,283,000
11/1/2043		4.250%	48,514	48,514	1,190,786	2,283,000
5/1/2044	1,117,000	4.250%	48,514	1,165,514		1,166,000
11/1/2044		4.250%	24,778	24,778	1,190,291	1,166,000
5/1/2045	1,166,000	4.250%	24,778	1,190,778	1,190,778	-
Total	**$ 16,045,000**		**$ 7,771,146**	**$ 23,816,146**	**$ 23,816,146**	

Max Annual DS: 1,191,274

Footnote:
Data herein for the CDD's budgetary process purposes only.

Return to Agenda Pg. 2

EXHIBIT 13

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered by and between:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, with an address c/o FCS Management Group LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District"**), and

WFC ASHFORD MILLS OWNER VII, L.L.C., a Delaware limited liability company, the owner of certain lands within the boundaries of the District, with an address at 500 Boylston Street, Suite 2010, Boston, MA 02116 ("**Landowner**", and together with the District, **"Parties"**).

RECITALS

A. The District was established by Ordinance No. 2014-44 adopted by the Board of County Commissioners in and for St. Johns County, Florida, on October 21, 2014, with an effective date of October 28, 2014 (the "**Ordinance**") for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure.

B. Landowner is the owner of certain lands in St. Johns County, Florida (the "**County**"), located within the boundaries of the District and that is commonly referred to as "Shearwater" ("**Development**").

C. Landowner has constructed or will construct, at Landowner's sole cost and expense and in compliance with all applicable approved plans, certain infrastructure improvements, facilities, and services on lands within the District ("**Improvements**").

D. In accordance with governing documents for the District, the Landowner intends to transfer to the District certain lands now or in the future, free and clear of all liens, encumbrances, and defects in title, except covenants, conditions, and easements of record and as may be approved in writing by the District.

E. In particular, Landowner intends to transfer to the District, contemporaneously with this Agreement, the lands described on **Exhibit "A"** for which Improvements are completed (the "**Property**").

F. Further, Landowner may transfer to the District in the future, the lands described on **Exhibit "B"** for which Improvements will be constructed (the "**Future Parcels**"), if any.

G. As of each Acquisition Date (as hereinafter defined), Landowner desires to convey, or assign as applicable and to the extent permitted, and the District desires to acquire, the Improvements and the real property sufficient to allow the District to own, operate, and maintain the Improvements upon the terms and conditions contained herein.

H. Landowner agreed to certain concessions based on the District's concerns in

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exchange for the District agreeing to accept conveyance of the Improvements, Current Parcels, and Future Parcels.

I. Landowner represents that, prior to the Effective Date of this Agreement, Landowner has completed, or will complete, certain grading and landscape improvements along the CR 16A corridor (the "**CR 16A Improvements**") in support of the District's efforts to address conditions along that corridor and per the District Manager's direction. The Parties further acknowledge that the increase in the Payment Amount set forth in Section 6 below is provided, in part, to provide funds to the District to install pedestrian-activated rectangular rapid flashing beacons at the Crosswalk.

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, and intending to be legally bound, the District and the Landowner agree as follows:

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

2. INTENT. The Parties believe that it is in their best interests to resolve amicably their disputes and reached an agreement in full and final settlement of all issues and claims in dispute relating to land dedication, capital improvement projects, repair and maintenance projects, ongoing construction projects, and all other matters and disputes that currently exist or have existed at any time prior to the Effective Date (defined hereinafter), as set forth herein. This Agreement does not release or waive any claims arising from breaches of this Agreement or from conduct of Landowner after the Effective Date.

3. ACQUISITION DATE. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement with regard to the Property within thirty (30) days after the Effective Date of this Agreement, subject to the satisfaction of all conditions precedent set forth in Section 4 below (the "**Acquisition Date**").

4. ACQUISITION OF LAND. The Landowner represents and warrants that it owns the Property in fee simple or easement (as appropriate for the nature of the estate), with good and marketable title, free and clear of all liens, encumbrances, easements, and restrictions except (i) those of record, and (ii) such other matters as do not materially interfere with the District's intended use of the property, along with certain Improvements located thereon or that will be located thereon in the future.[1] The District understands and acknowledges that any restrictions on the use or conveyance of any of the Property based upon the scheme of the Development shall not be deemed to impair marketability as required herein. The District agrees to acquire marketable fee simple title or easement rights to the Property (as appropriate for the nature of the estate), along with the Improvements located thereon, on the Acquisition Date, subject to the District Engineer's inspection and written approval of the Improvements to determine whether the Improvements located on the Property have been constructed and are operating in substantial compliance with the plans, specifications, and permits approved by the County. The District's obligation to acquire

[1] The District owns certain Improvements on the Property and Landowner makes no representation or agreements regarding same.

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is expressly conditioned upon the District Engineer's issuance of an Engineer's Certificate certifying such compliance with all such plans, specifications, and permits upon the timely inspection of the Property prior to acquisition. The District Engineer will issue an "**Engineer's Certificate**", a form of which is attached hereto as **Exhibit "B"**. If District Engineer determines that the Improvements located on the Property, upon such inspection thereof, have not been constructed or are not operating in substantial compliance with the plans, specifications, and permits approved by the County, the Landowner shall, at Landowner's sole cost and expense, cause such repairs, corrections, or modifications to bring the Improvements, Current Parcels, and Future Parcels into substantial construction and operating compliance with the plans, specifications, and permits within ninety (90) calendar days of receiving written notice from the District Engineer specifying the deficiencies or, for repairs which may take longer than ninety (90) calendar days despite the use of commercially reasonable efforts, such time as is reasonable for completion so long as Landowner uses commercially reasonable efforts to timely effect such repairs. If the Landowner fails to cure such deficiencies within such period, the District may (a) extend the cure period for an additional period upon written notice to Landowner; or (b) upon sixty (60) days' notice and opportunity to complete to Landowner, commence to cause the completion of such repairs by contractors of its selection, charging the cost of completion to Landowner, which costs shall be paid by Landowner within thirty (30) days of invoice (which invoice shall include documentation of such costs and expenses) and notice by the District to Landowner of the District Engineer's inspection and written approval of the Improvements in determining that the Improvements located on such parcel(s) have been constructed and are operating in substantial compliance with the plans, specifications, and permits approved by the County, and if unpaid, shall constitute a lien on the affected parcels and bear interest at the maximum rate permitted under Florida law. Any work performed by the District shall be conducted in a commercially reasonable manner, and the District shall use reasonable efforts to avoid the creation of any liens, encumbrances, or new violations on the applicable parcel(s). In the event of any such liens or encumbrances, shall be responsible for all costs associated with same, and shall satisfy or bond off such liens or encumbrances within ten (10) days of notice thereof from Landowner. In the event of any such violations, the District shall cure, or for violations which may reasonably take longer, commence and diligently pursue a cure, within ten (10) days of notice thereof from Landowner. To effect such conveyance, Landowner will execute and deliver to the District a deed in the form attached as **Exhibit "C"**. The Landowner shall pay all required closing costs (including but not limited to documentary stamps, recording fees, title insurance premiums, survey costs, outstanding taxes for the applicable tax year, etc.) for the conveyance of the Current Parcels and Future Parcels. The Landowner shall be responsible for all taxes and assessments (including but not limited to ad valorem taxes, special assessments, and District assessments) levied and payable on the Property through and including the entire then-current fiscal/tax year (i.e., if a conveyance is made in October of any year, Landowner is responsible for all taxes, assessments and otherwise on such parcel for the entire fiscal year/tax year) and shall provide evidence of payment of all such taxes and assessments at or prior to closing. Landowner shall also be responsible for any supplemental or corrected tax bills issued after closing that relate to the period of Landowner's ownership. Landowner and District agree to reasonably cooperate in the transfer of any permits to the District or any governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement. Landowner agrees to pay any costs charged by the permitting entities associated with same and shall complete all permit transfers prior to or simultaneously with the conveyance of the applicable parcels. Landowner has no actual notice of violations, pending

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County or state enforcement actions, or conditions that would prevent transfer of any permits To the extent any permits associated with the Property (including, without limitation, environmental resource permits, stormwater/water management permits, and right-of-way permits) are not already in the District's name, Landowner shall transfer, or cause to be transferred, such permits to the District at or prior to the Acquisition Date, and Landowner shall cooperate, at Landowner's sole cost and expense, in effecting such transfer.. When all conditions of this Section 4 of this Agreement are met and the District has provided written confirmation of same, Landowner may finalize, execute, and record the applicable conveyance documents.

5. FUTURE PARCEL IMPROVEMENTS. As of the Effective Date, no Future Parcels are anticipated; however, in the event Future Parcels are subsequently identified, the following process will apply. When the Improvements on the Future Parcels (as set forth in the plans, and specifications, and permits for the Future Parcels submitted to the County, as defined below) are completed and Future Parcels, if any, are otherwise ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing by email correspondence to District Counsel at jennifer@cddlawyers.com and District Manager, howard@fcsmanagementgroup.com, or at such email addresses as provided in writing by the District to Landowner by notice as required below. Within sixty (60) days of the District's receipt of such notice from Landowner, the District shall have the right, but not the obligation, to have the District Engineer inspect the Improvements and the Future Parcels to determine whether or not the Improvements located on the Future Parcels have been constructed in substantial compliance with the plans, and specifications, and permits approved by the County, and that such Improvements are operating according to all such plans, specifications, and permits. If the District Engineer determines, in the District Engineer's commercially reasonable discretion, that such Improvements are constructed and operating according to the plans, specifications, and permits approved by the County, the District shall accept conveyance as set forth in Section 4 above. If the District Engineer identifies any Improvements that the District Engineer reasonably believes were not constructed or operating in substantial accordance with the plans, specifications, and permits approved by the County, Landowner shall, at Landowner's sole cost and expense, promptly cause such repairs, corrections, or modifications to such Improvements or Future Parcels as required by the District Engineer, and shall complete such work within ninety (90) days of receiving written notice from the District Engineer specifying the deficiencies, or such longer period as may be reasonably necessary for the scope of work required to confirm such Improvements are constructed and operating in accordance with the plans, and specifications, and permits approved by the County. Upon confirmation by the District Engineer of Record, the District shall accept conveyance as set forth in Section 4 above. All costs for the District's initial inspection under this Section 5 shall be borne by the District. If the District Engineer identifies deficiencies requiring repairs, corrections, or modifications, the reasonable and actual costs of any subsequent re-inspections to verify completion of such work shall be borne by the Landowner. For clarification, Landowner assumes no responsibility for and makes no commitments regarding any Improvements constructed by or otherwise owned by the District, except as expressly provided in this Agreement. Notwithstanding the foregoing, Landowner shall remain responsible for any damage to District-owned Improvements to the extent caused by Landowner's construction activities on adjacent properties under this paragraph.

6. FUNDS TO THE DISTRICT. In consideration for the District's promises and releases made herein, Landowner agrees to cause to be paid to the District funds in the amount of FOUR

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HUNDRED EIGHTY FIVE THOUSAND DOLLARS AND 00/100 ($485,000.00) (the "**Payment Amount**"). Such Payment Amount shall be comprised of District reserve funds pursuant to the District's Third Supplemental Indenture, supplemented by Landowner funds as required to reach the full Payment Amount. With regard to the reserve funds, upon the District's acceptance of the Current Parcels, Landowner irrevocably waives and releases any and all rights to claim entitlement to reimbursement or entitlement to any deferred costs under any District bond series and all reserves under the debt service reserve fund reductions pursuant to the Series 2020 and Series 2022 bonds, with regard to funds in the actual amount of $225,268.75 (the "**Bond Release**"), as confirmed by the District's bond trustee. Landowner agrees to cooperate with the District to execute any documents required to give effect to such waiver and release. Certain of the Bond Releases may not be able to be released at the time of conveyance of the Current Parcels to the extent the properties are still owned by Landowner. Landowner shall execute such documents as necessary to accomplish Bond Release with regard to those portions of the bonds within thirty (30) days after written notice from the District that such bonds can legally be released based upon conveyance of such Current Parcels. Time is of the essence with respect to this obligation. With regard to the remaining $259,731.25 of the Payment Amount (the "**Cash Payment**"), Landowner agrees to pay such amount to the District no later than thirty (30) days after the date on which the District adopts any and all required documents to authorize the conveyance of the Current Parcels as contemplated herein. Time is of the essence with respect to this payment obligation. If Landowner fails to make the Cash Payment within such thirty (30) day period, Landowner shall pay interest on the unpaid amount at the rate of eight percent (8%) per annum from the due date until paid in full, and the District may, at its option, (i) suspend performance of its obligations under this Agreement until payment is received in full, or (ii) pursue specific performance. The Payment Amount, comprised of the Bond Release and the Cash Payment, together with the Landowner's full performance of all other obligations under this Agreement, is made in full satisfaction of all disputes between the District and Landowner that are known or capable of being known as of the date of this Agreement and that relate to matters arising on or before the date of this Agreement, except for (i) any disputes that arise related to the enforcement of this Agreement, (ii) claims of fraud, misrepresentation, or intentional concealment, (iii) claims arising from breaches of this Agreement, and (iv) any claims that arise from conduct of Landowner occurring after the date of this Agreement.

7. LICENSE AGREEMENT. Landowner agrees to execute and deliver the license agreement attached as **Exhibit "D"** simultaneously with the recording of the deed conveying the Current Parcels, and such execution and delivery is a condition precedent to the District's obligation to accept conveyance of the Current Parcels. The license agreement shall not be recorded by Landowner or the District.

8. CROSSWALK. Landowner agreed to complete, and has completed, a crosswalk (the "**Crosswalk**") and has received final County approval for use of the Crosswalk, a copy of which approval has been provided to the District..

9. LANDOWNER'S RELEASE OF THE DISTRICT. Landowner, for and on behalf of itself and each of its predecessors, successors, and assigns, officers, directors, members, managers, shareholders, partners, parents, subsidiaries, affiliates, employees, attorneys, insurers, principals, agents, representatives, and any other person or entity that may possess the capacity

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to bring claims on their behalf, hereby forever releases, remises, acquits, waives, and discharges the District, and each of its predecessors, successors, supervisors, assigns, officers, directors, members, managers, shareholders, partners, parents, subsidiaries, affiliates, successors, assigns, employees, attorneys, insurers, principals, agents, heirs, representatives, contractors, and all persons or companies acting by, through, under, or in concert with them (the "**District Released Parties**"), in their representative and individual capacities, of and from any and all claims, disputes, actions, charges, contractual obligations, complaints, causes of action, rights, remedies, demands, debts, damages, losses, liabilities, attorneys' fees, costs, compensation, or accountings of whatever nature, at law or in equity, at common law, statutory, or otherwise, known or not known but capable of being known, past or present, fixed or contingent, patent or latent, asserted or not asserted, which Landowner has now, may have had, or in the future could have, whether they have been asserted or could have been asserted, arising from or relating to any matter whatsoever, except for the rights and obligations set forth in this Agreement. The release set forth herein is intended to constitute a full general release of all such claims, and Landowner agrees to not pursue any legal or equitable actions against any of the released parties with respect to such claims, regardless of the existence or effect of any unknown, unsuspected, or unanticipated claim or fact. Notwithstanding anything herein, this Release shall not be construed to release, waive, or discharge any claims the Landowner may have against any person or entity not expressly included within the definition of the District Released Parties nor construed to release material breaches of this Agreement. Notwithstanding anything herein, this Release shall not be construed to release, waive, or discharge any claims Landowner may have against any third-party contractors, design professionals, other professional service providers, and other service providers regardless of whether such parties have also performed services for the District.

10. THE DISTRICT'S RELEASE OF LANDOWNER. The District, for and onbehalf of itself and its officers, directors, members, managers, shareholders, partners, parents, subsidiaries, affiliates, joint venturers, predecessors, successors, assigns, employees, attorneys, insurers, principals, agents, representatives, and any other person or entity that may possess the capacity to bring claims on its behalf, hereby forever releases, remises, acquits, waives, and discharges Landowner, its respective subsidiaries and affiliates and each of its predecessors, successors, assigns, officers, directors, members, managers, shareholders, partners, parents, subsidiaries, affiliates, successors, assigns, employees, attorneys, insurers, principals, agents, heirs, representatives, and all persons or companies acting by, through, under, or in concert with them (the "**Landowner Released Parties**"), in their representative, fiduciary, and individual capacities, of and from any and all claims, disputes, actions, charges, contractual obligations, complaints, causes of action, rights, remedies, demands, debts, damages, losses, liabilities, attorneys' fees, costs, compensation, or accountings of whatever nature, at law or in equity, at common law, statutory, or otherwise, known or not known but are capable of being known, past or present, fixed or contingent, patent or latent, asserted or not asserted, which they have now, may have had, or in the future could have, whether they have been asserted or not asserted, arising from or relating to anything whatsoever, including, but not limited to, concerning or arising from the matters set forth in this Agreement, except for the rights and obligations set forth in this Agreement. The release set forth herein is intended to constitute a full general release of all such claims arising from events occurring on or before the date of this Agreement, and the District agrees to not pursue any legal or equitable actions against any of the released parties with respect to such claims, regardless of the existence or effect of any unknown,

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unsuspected, or unanticipated claim or fact relating to such pre-existing events. Notwithstanding anything herein, this Release shall not be construed to release, waive, or discharge (i) any claims the District may have against any person or entity not expressly included within the definition of the Landowner Released Parties, (ii) material breaches of this Agreement, (iii) claims related to fraud, misrepresentation, or intentional concealment, (iv) claims arising from conduct of Landowner occurring after the date of this Agreement, or (v) any claims that the District is legally prohibited by law from releasing.

11. COVENANT NOT TO SUE. Each Party represents and warrants that it, he, or she is notcurrently a party in any pending administrative charge, lawsuit, civil action, or claim of any kind against any of the other Parties. No Party will institute any proceeding in any court, administrative body, regulatory body, arbitration panel, or any other alternative dispute resolution forum based on claims, disputes, actions, charges, contractual obligations, complaints, causes of action, rights, demands, debts, damages, attorney's fees, costs, compensation, or accountings that have been released by that Party herein.

12. FURTHER ACTIONS. The Parties agree to cooperate fully and execute any and all further documents and to take all further actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement, including, but not limited to, any documents required by the District's Board of Supervisors, County, the St. Johns River Water Management District, or other relevant entities.

13. DEFAULT. Except as provided otherwise herein, a default by either Party under this Agreement, which continues for a period of thirty (30) days after written notice of such default (or such longer period as may be reasonable under the circumstances for defaults that cannot be cured within thirty days, provided the defaulting party commences cure within such thirty-day period and diligently pursues such cure to completion), shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or, if applicable, specific performance. In no event shall either of the Parties be liable for consequential damages.

14. COSTS AND ATTORNEY'S FEES THROUGH THE EFFECTIVE DATE. Other than as stated elsewhere in this Agreement, the Parties each shall bear their own expenses, including attorneys' fees, incurred in connection with the preparation of this Agreement, or related in any way to any of the matters referenced herein.

15. ENFORCEMENT OF AGREEMENT. In the event that either of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other party, in addition to all other relief granted or awarded, all reasonable fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, appellate proceedings and post-judgment collection proceedings. **IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PARTIES MUTUALLY, KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY AND AGREE THAT ANY SUCH ACTION SHALL BE DECIDED BY A JUDGE WITHOUT A JURY.**

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16. AGREEMENT. This instrument shall constitute the final and complete expression between the Parties relating to the subject matter of this Agreement.

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

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

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

A. If to the District:

Trout Creek Community
Development District
c/o FCS Management Group LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: Howard McGaffney
howard@fcsmanagementgroup.com

With a copy to:

Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, FL 32301
Attn: Jennifer Kilinski
jennifer@cddlawyers.com

B. If to the Landowner:

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

With a copy to:

FCM FL, LLC
352 Paseo Reyes Drive
Saint Augustine, FL 32095
Attn: Andrew Smith

FCM FL, LLC
500 Boylston Street, Suite 2010
Boston, MA 02116
Attn: Legal Dept.
Legal@Freeholdcm.com

Ansbacher Law

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8818 Goodbys Executive Dr.
Jacksonville, FL 32217
Attn: Zachary Roth
Zachary.roth@ansbacher.net

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

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

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

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

23. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida, and each Party waives any objection to venue in St. Johns County. Notwithstanding the foregoing, nothing in this provision shall be construed to waive the District's sovereign immunity as provided under Florida law.

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

IF LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LANDOWNER'S DUTY TO

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PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT FCS MANAGEMENT GROUP LLC, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746, TELEPHONE: (904) 386-0186, EMAIL: HOWARD@FCSMANAGEMENTGROUP.COM

25. SEVERABILITY. If any paragraph or part of this Agreement is found void or unenforceable, it shall be severed from the remainder of this Agreement, which shall continue in full force and effect. The Parties shall cooperate in good faith to replace any severed provision with a valid provision that, as closely as possible, reflects the original intent of the severed provision. Notwithstanding the preceding, in the event that any provision is stricken that releases any party from liability, the effectiveness of any due dates or performance obligations, as well as the severance of the invalidated provision and any matters that may arise between the Parties to which such provision shall apply, shall be tolled until such time as a valid provision as described in the preceding sentence is agreed to by the Parties and any rights to enforce claims otherwise intended to be released shall be stayed indefinitely. Further, regardless of whether any release is deemed severed, same shall not affect any covenant not to sue, which shall remain of full force and effect in such event. No actions taken under this Agreement prior to such voiding or unenforceability shall be unwound and tolling shall apply only to future obligations.

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

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

28. JOINT DRAFTING. The Parties agree that they all have been involved in the drafting and negotiation of each provision of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by a court or other governmental or judicial authority by reason of such Party's having or being deemed to have drafted such provision.

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

30. EFFECTIVE DATE. This Agreement shall be effective upon execution by both Parties ("**Effective Date**").

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IN WITNESS WHEREOF, the parties execute this Agreement as set forth below.

ATTEST:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Clint Wright
Chairman, Board of Supervisors

WITNESSES:

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: _____
Title: Authorized Signatory

Exhibit A: Current Lands
Exhibit B: Engineer's Certificate form
Exhibit C: Deed Template
Exhibit D: License Agreement

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EXHIBIT A
CURRENT LANDS

[SHEARWATER PHASE 1]

RIGHTS-OF-WAY DESIGNATED AS SHEARWATER PARKWAY, KAYAK CLUB DRIVE, SANDGRASS TRAIL, BLUFFTON COURT, PALISADE DRIVE, ATLAS DRIVE, SPINDRIFT COURT, SKIPJACK COURT, BURLCREST COURT, ARCHWOOD DRIVE, FAIRVIEW LANE, BEACHBERRY COURT, RIVERCLIFF TRAIL, LAUREL GATE LANE, MOORINGS COURT, HOPETOWN COURT AND SEAHILL DRIVE, SHEARWATER PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 76, PAGES 16 THROUGH 38, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACT 2A-7 (STORMWATER MANAGEMENT FACILITY), TRACT 23 (CONSERVATION/OPEN SPACE) AND A PORTION OF TRACT 5 (RECREATION/CONSERVATION/OPEN SPACE AND FUTURE DEVELOPMENT/CONSERVATION/OPEN SPACE), SHEARWATER PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 76, PAGES 16 THROUGH 38, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

[SHEARWATER PHASE 2A]

RIGHTS-OF-WAY DESIGNATED AS SHEARWATER PARKWAY, ANCLOTE WAY, APPIAN AVENUE, ASHBURY STREET, BEALE AVENUE, BLEEKER COURT, BOWERY AVENUE, DALTON CIRCLE, LOMBARD WAY, FALLS DRIVE, PEACOCK STREET, WATLING DRIVE AND WINDLEY DRIVE, SHEARWATER PHASE 2A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGES 1 THROUGH 17, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACT 2A-66 (FUTURE DEVELOPMENT), SHEARWATER PHASE 2A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGES 1 THROUGH 17, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

[SHEARWATER PHASE 2C]

RIGHTS-OF-WAY DESIGNATED AS AGATE COURT, ALVARADO COURT, APPIAN AVENUE, APPLETON COURT, BELINDA COURT, BIG CAT COURT, BOYLSTON COURT, BOWERY AVENUE, COBALT LANE, DADE COURT, FELASCO WAY, LOMBARD WAY, LONGTAIL DRIVE, LUNA DRIVE, LUKE DRIVE, SAPPHIRE LANE, SHEARWATER PARKWAY, VICEROY COURT, VINEYARD WAY AND YETI COURT, SHEARWATER PHASE 2C, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 96, PAGES 40 THROUGH 52, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACT 2C-38 (OPEN SPACE), SHEARWATER PHASE 2C, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 96, PAGES 40 THROUGH 52, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

[SHEARWATER PHASE 3A]

RIGHTS-OF-WAY DESIGNATED 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

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RECORDED IN PLAT BOOK 107, PAGES 65 THROUGH 79, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACTS 3A-27, 3A-28, 3A-30, 3A-31, 3A-32, 3A-33, 3A-34, 3A-35, 3A-36, 3A-37, 3A-38 AND 3A-40 (PARCEL ID: 0100119956), AS SHOWN ON THE PLAT OF SHEARWATER PHASE 3A, AS RECORDED IN MAP BOOK 107, PAGES 65 THROUGH 79, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; TOGETHER WITH TRACT 3A-37 (PARCEL ID: 0100170001), AS SHOWN ON THE PLAT OF SHEARWATER PHASE 3A, AS RECORDED IN MAP BOOK 107, PAGES 65 THROUGH 79, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

[SHEARWATER PHASE 3B]

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.

[SHEARWATER PHASE 3C]

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), TRACT 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.

[SHEARWATER PHASE 3D]

RIGHTS-OF-WAY DESIGNATED AS BELFORT COURT, HOGAN COURT AND CRAIG COURT, SHEARWATER PHASE 3D, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122, PAGES 9 THROUGH 24, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACTS 3D-1, 3D-2 AND 3D-3 (CONSERVATION), TRACTS 3D-4 AND 3D-5 (STORMWATER MANAGEMENT FACILITY) AND TRACTS 3D-6, 3D-7, 3D-8, 3D-9, 3D-10 AND 3D-11 (OPEN SPACE), SHEARWATER PHASE 3D, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122, PAGES 9 THROUGH 24, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

[SHEARWATER PHASE 3E]

RIGHTS-OF-WAY DESIGNATED AS SHEARWATER PARKWAY, NEIGHBOR COURT, DOLLAR COURT, SEAFORTH DRIVE AND CALCUTTA DRIVE, SHEARWATER PHASE 3E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 119, PAGES 11

THROUGH 20, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACTS 3E-1, 3E-2 AND 3E-3 (STORMWATER MANAGEMENT FACILITY), TRACTS 3E-4 AND 3E-5 (CONSERVATION) AND TRACTS 3E-7, 3E-8, 3E-9, 3E-10 AND 3E-11 (DRAINAGE, LANDSCAPE, UTILITIES, OPEN SPACE), SHEARWATER PHASE 3E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 119, PAGES 11 THROUGH 20, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA; LESS AND EXCEPT THAT PORTION OF TRACT 3E-11 CONVEYED PER O.R. BOOK 6113, PAGE 14, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

[SHEARWATER PHASE 3F]

RIGHTS-OF-WAY DESIGNATED AS CALCUTTA DRIVE, TOWER COURT AND BUFFALO COURT, SHEARWATER PHASE 3F, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 120, PAGES 41 THROUGH 50, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACT 3F-8 (STORMWATER MANAGEMENT FACILITY), TRACTS 3F-9 AND 3F-10 (OPEN SPACE) AND TRACTS 3F-11 AND 3F-12 (CONSERVATION), SHEARWATER PHASE 3F, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 120, PAGES 41 THROUGH 50, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

[SHEARWATER PHASE 3G]

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) AND 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.

[SHEARWATER PHASE 3H]

RIGHTS-OF-WAY DESIGNATED AS KINGBIRD DRIVE, SMOKERISE DRIVE, KELLEN COURT AND HORATIO COURT, SHEARWATER PHASE 3H, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 70 THROUGH 83, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACT 3H-1 (STORMWATER MANAGEMENT FACILITY/OPEN SPACE), TRACT 3H-2 (STORMWATER MANAGEMENT FACILITY), TRACTS 3H-3 AND 3H-4 (CONSERVATION/OPEN SPACE), TRACTS 3H-6, 3H-7, 3H-8 AND 3H-9 (OPEN SPACE) AND TRACT 3H-10 (LANDSCAPE BUFFER), SHEARWATER PHASE 3H, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 70 THROUGH 83, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

[SHEARWATER PHASE 3J]

TRACTS 3J-1, 3J-2, AND 3J-3 AS SHOWN ON THE PLAT OF SHEARWATER PHASE 3J, AS RECORDED IN MAP BOOK 131, PAGES 80 THROUGH 86, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

DRAFT

[CONSERVATION EASEMENT PARCELS – METES & BOUNDS]

THOSE CERTAIN PARCELS OF LAND DESCRIBED BY METES AND BOUNDS IN THAT SPECIAL WARRANTY DEED DATED NOVEMBER 5, 2013, RECORDED NOVEMBER 7, 2013, AS CLERK NO. 2013073402, IN OFFICIAL RECORDS BOOK 3811, PAGES 634 THROUGH 637, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, FROM RANCH VILLAGE PARTNERS, LLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP, TO WFC ASHFORD MILLS OWNER VII, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL CE NO. 1 (PARCEL ID: 0103500020): A PORTION OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ALL IN ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT SOUTHEASTERLY CORNER OF THE PLAT OF SHEARWATER PHASE 3C, AS RECORDED IN MAP BOOK 114, PAGES 34 THROUGH 43, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHERLY, NORTHWESTERLY, AND ALONG THE EASTERLY LINE OF SAID PLAT OF SHEARWATER PHASE 3C, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 13°23'42" EAST, 1277.38 FEET; COURSE NO. 2: NORTH 02°24'52" WEST, 300.49 FEET; COURSE NO. 3: NORTH 66°01'22" WEST, 346.03 FEET, TO THE SOUTHERLY LINE OF THE PLAT OF SHEARWATER PHASE 2D, AS RECORDED IN MAP BOOK 101, PAGES 16 THROUGH 34, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, AND ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID PLAT OF SHEARWATER PHASE 2D, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH5 78°35'26" EAST, 451.13 FEET; COURSE NO. 2: NORTH 00°55'54" EAST, 95.23 FEET; COURSE NO. 3: NORTH 55°40'21" WEST, 167.08 FEET, TO THE EASTERLY LINE OF THE PLAT OF SHEARWATER PHASE 2E, AS RECORDED IN MAP BOOK 102, PAGES 85 THROUGH 94, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY, NORTHERLY, AND ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 34°58'41" EAST, 1304.14 FEET; COURSE NO. 2: NORTH 15°27'00" EAST, 403.81 FEET; COURSE NO. 3: NORTH 08°18'36" WEST, 599.35 FEET, TO THE NORTHERLY LINE OF SECTION 35; THENCE NORTH 89°41'24" EAST, ALONG LAST SAID LINE, 475 FEET, MORE OR LESS, TO THE CENTERLINE OF TROUT CREEK; THENCE SOUTHERLY, ALONG SAID CENTERLINE OF TROUT CREEK, AND MEANDERINGS THEREOF, 5520 FEET, MORE OR LESS; THENCE SOUTH 89°08'38" WEST, 745 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE BEARING SOUTH 02°50'31" EAST, FROM THE POINT OF BEGINNING; THENCE NORTH 02°50'31" WEST, ALONG LAST SAID LINE, 1229.48 FEET, TO THE POINT OF BEGINNING. CONTAINING 74.14 ACRES, MORE OR LESS.

PARCEL CE NO. 2 (PARCEL ID: 0103300010): A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT SOUTHWESTERLY CORNER OF THE PLAT OF SHEARWATER PHASE 3B, AS RECORDED IN MAP BOOK 113, PAGES 75 THROUGH 90, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE CONTINUE NORTH 00°00'00" WEST, ALONG THE WESTERLY LINE OF SAID PLAT OF SHEARWATER PHASE 3B, A DISTANCE OF 432.74 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4067, PAGE 1963, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY, SOUTHERLY, NORTHWESTERLY, AND SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 50°59'24" WEST, 40.24 FEET; COURSE NO. 2: SOUTH 04°54'45" EAST, 27.17 FEET; COURSE NO. 3: SOUTH 37°00'46" WEST, 29.51 FEET; COURSE NO. 4: SOUTH 46°05'12" WEST, 56.19 FEET; COURSE NO. 5: SOUTH 27°12'10" WEST, 34.99 FEET; COURSE NO. 6: NORTH 75°41'53" WEST, 59.34 FEET; COURSE NO. 7: SOUTH 16°01'44" EAST, 19.62 FEET; COURSE NO. 8: SOUTH 44°26'41" WEST, 20.43 FEET; COURSE NO. 9: SOUTH 28°59'17"

WEST, 32.49 FEET; COURSE NO. 10: SOUTH 22°05'52" EAST, 39.70 FEET; COURSE NO. 11: SOUTH 38°46'18" WEST, 28.90 FEET; COURSE NO. 12: SOUTH 14°31'19" EAST, 24.58 FEET; COURSE NO. 13: SOUTH 26°23'49" EAST, 27.15 FEET; COURSE NO. 14: SOUTH 03°16'43" WEST, 40.64 FEET; COURSE NO. 15: SOUTH 03°22'29" EAST, 41.67 FEET; COURSE NO. 16: SOUTH 48°26'50" EAST, 26.99 FEET; COURSE NO. 17: SOUTH 27°58'18" EAST, 18.20 FEET; COURSE NO. 18: SOUTH 76°51'38" EAST, 33.24 FEET; COURSE NO. 19: SOUTH 54°17'34" EAST, 51.22 FEET, TO NORTHWESTERLY CORNER OF THE PLAT OF SHEARWATER PHASE 3D, AS RECORDED IN MAP BOOK 122, PAGES 9 THROUGH 24, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE EASTERLY, NORTHEASTERLY, AND ALONG THE NORTHERLY LINE OF SAID PLAT OF SHEARWATER PHASE 3D, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 80°05'30" EAST, 42.68 FEET; COURSE NO. 2: NORTH 38°56'37" EAST, 15.02 FEET; COURSE NO. 3: NORTH 81°02'30" EAST, 16.13 FEET, TO THE POINT OF BEGINNING. CONTAINING 1.32 ACRES, MORE OR LESS.

PARCEL CE NO. 3 (PARCEL ID: 0103300010): A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT SOUTHWESTERLY CORNER OF TRACT 3D-3, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 3D, AS RECORDED IN MAP BOOK 122, PAGES 9 THROUGH 24, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY, AND WESTERLY, ALONG THE WESTERLY LINE OF SAID PLAT OF SHEARWATER PHASE 3D, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 36°29'02" WEST, 396.59 FEET; COURSE NO. 2: SOUTH 80°04'29" WEST, 16.21 FEET; COURSE NO. 3: SOUTH 80°04'23" WEST, 47.71 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4067, PAGE 1963, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 16°28'47" EAST, 74.87 FEET; THENCE NORTH 53°41'19" WEST, 66.42 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4058, PAGE 723, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHERLY, EASTERLY, SOUTHEASTERLY, SOUTHWESTERLY, NORTHEASTERLY, WESTERLY, NORTHWESTERLY, AND NORTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FORTY-FOUR (44) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 08°39'35" WEST, 18.06 FEET; COURSE NO. 2: SOUTH 04°14'14" EAST, 93.16 FEET; COURSE NO. 3: NORTH 84°18'41" EAST, 42.16 FEET; COURSE NO. 4: SOUTH 63°01'42" EAST, 25.14 FEET; COURSE NO. 5: SOUTH 60°49'12" WEST, 40.23 FEET; COURSE NO. 6: SOUTH 79°44'47" WEST, 35.29 FEET; COURSE NO. 7: NORTH 61°26'52" WEST, 27.07 FEET; COURSE NO. 8: SOUTH 76°58'39" WEST, 57.37 FEET; COURSE NO. 9: NORTH 57°30'48" WEST, 14.58 FEET; COURSE NO. 10: NORTH 41°11'50" WEST, 18.54 FEET; COURSE NO. 11: SOUTH 61°29'11" WEST, 33.91 FEET; COURSE NO. 12: SOUTH 11°42'27" EAST, 44.99 FEET; COURSE NO. 13: SOUTH 44°05'54" WEST, 66.99 FEET; COURSE NO. 14: SOUTH 84°51'41" EAST, 34.49 FEET; COURSE NO. 15: NORTH 34°35'27" EAST, 24.80 FEET; COURSE NO. 16: SOUTH 76°18'05" EAST, 27.49 FEET; COURSE NO. 17: SOUTH 20°27'28" WEST, 28.16 FEET; COURSE NO. 18: SOUTH 32°00'48" EAST, 7.72 FEET; COURSE NO. 19: SOUTH 03°18'50" WEST, 77.15 FEET; COURSE NO. 20: SOUTH 11°23'11" WEST, 33.81 FEET; COURSE NO. 21: SOUTH 70°30'47" EAST, 46.85 FEET; COURSE NO. 22: SOUTH 19°58'19" EAST, 53.43 FEET; COURSE NO. 23: SOUTH 08°00'39" WEST, 66.15 FEET; COURSE NO. 24: SOUTH 65°29'07" EAST, 40.81 FEET; COURSE NO. 25: NORTH 32°12'19" EAST, 20.36 FEET; COURSE NO. 26: SOUTH 47°17'02" EAST, 22.98 FEET; COURSE NO. 27: SOUTH 72°53'29" EAST, 32.20 FEET; COURSE NO. 28: NORTH 75°25'19" EAST, 32.03 FEET; COURSE NO. 29: NORTH 65°45'25" EAST, 22.14 FEET; COURSE NO. 30: SOUTH 71°45'05" EAST, 86.86 FEET; COURSE NO. 31: NORTH 35°52'41" EAST, 11.96 FEET; COURSE NO. 32: NORTH 13°13'02" EAST, 14.57 FEET; COURSE NO. 33: NORTH 68°57'42" EAST, 4.57 FEET; COURSE NO. 34: NORTH 49°29'03" EAST, 25.03 FEET; COURSE NO. 35: SOUTH 71°10'31" EAST, 25.65 FEET; COURSE NO. 36: SOUTH 81°31'23" WEST, 15.72 FEET; COURSE NO. 37: SOUTH 10°02'28" EAST, 34.35 FEET; COURSE NO. 38: SOUTH 72°17'10" EAST, 9.23 FEET; TO THE ARC OF

A CURVE LEADING NORTHERLY; COURSE NO. 39: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 28.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°43'16" EAST, 28.10 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 40: NORTH 20°10'33" EAST, 149.50 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; COURSE NO. 41: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 17.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°46'41" WEST, 17.14 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 42: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 59.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°01'07" EAST, 58.88 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 43: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 19.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°21'45" EAST, 19.31 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 44: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 15.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°10'02" EAST, 15.23 FEET, TO THE POINT OF BEGINNING. CONTAINING 3.75 ACRES, MORE OR LESS.

PARCEL CE NO. 4 (PARCEL ID: 0103300010): A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT SOUTHWESTERLY CORNER OF TRACT 3G-4, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 3G, AS RECORDED IN MAP BOOK 125, PAGES 37 THROUGH 62, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 02°49'00" WEST, ALONG THE WESTERLY LINE OF SAID TRACT 3G-4, A DISTANCE OF 302.64 FEET, TO THE SOUTHERLY LINE OF TRACT 3G-2 OF SAID PLAT OF SHEARWATER PHASE 3G; THENCE NORTH 90°00'00" WEST, ALONG LAST SAID LINE, 1317.49 FEET; THENCE SOUTH 02°48'44" EAST, 329.33 FEET; THENCE NORTH 88°50'22" EAST, 1316.47 FEET, TO THE POINT OF BEGINNING. CONTAINING 9.55 ACRES, MORE OR LESS.

PARCEL CE NO. 5 (PARCEL ID: 0103300010): A PORTION OF SECTION 34, TOGETHER WITH A PORTION OF SECTION 41, THE FRANCIS BRADY GRANT, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ALL LYING WITHIN ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHERLY LINE OF THE PLAT OF SHEARWATER PHASE 3G, AS RECORDED IN MAP BOOK 125, PAGES 37 THROUGH 62, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE WESTERLY AND SOUTHWESTERLY, ALONG THE NORTHERLY LINE OF SAID PLAT OF SHEARWATER PHASE 3G, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 79°54'01" WEST, 186.61 FEET; COURSE NO. 2: SOUTH 58°06'03" WEST, 639.98 FEET; COURSE NO. 3: SOUTH 83°53'55" WEST, 629.66 FEET; COURSE NO. 4: SOUTH 38°19'29" WEST, 451.35 FEET; COURSE NO. 5: SOUTH 84°43'33" WEST, 458.20 FEET; COURSE NO. 6: SOUTH 59°07'08" WEST, 57.89 FEET, TO THE WESTERLY LINE OF SECTION 34; THENCE NORTH 02°48'44" WEST, ALONG LAST SAID LINE, 1210.01 FEET, TO THE SOUTHERLY LINE OF THE PLAT OF SHEARWATER PHASE 3H, AS RECORDED IN MAP BOOK 125, PAGES 70 THROUGH 83, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 87°01'11" EAST, ALONG LAST SAID LINE, 2201.09 FEET, TO THE EASTERLY LINE OF THE PLAT OF SHEARWATER PHASE 3A, AS RECORDED IN MAP BOOK 107, PAGES 65 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 21°54'04" WEST, ALONG LAST SAID

LINE, 89.16 FEET; THENCE SOUTH 12°46'28" EAST, CONTINUING ALONG LAST SAID LINE, 151.38 FEET, TO THE POINT OF BEGINNING. CONTAINING 36.61 ACRES, MORE OR LESS.

PARCEL CE NO. 6 (PARCEL ID: 0103300010): A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHERLY CORNER OF TRACT 3A-34, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 3A, AS RECORDED IN MAP BOOK 107, PAGES 65 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE NORTH 42°21'08" WEST, 46.84 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 42°21'08" WEST, 39.82 FEET; THENCE NORTH 12°40'40" WEST, 118.22 FEET, TO THE SOUTHERLY LINE OF SECTION 41, FRANCIS BRADY GRANT; THENCE SOUTH 74°50'19" WEST, ALONG LAST SAID LINE, 409.54 FEET, TO THE NORTHERLY LINE OF TRACT 3H-3, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 3H, AS RECORDED IN MAP BOOK 125, PAGES 70 THROUGH 83, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 85°11'47" EAST, ALONG LAST SAID LINE, 449.63 FEET, TO THE POINT OF BEGINNING. CONTAINING 0.69 ACRES, MORE OR LESS.

PARCEL CE NO. 7 (PARCEL ID: 0105200010): A PORTION OF SECTION 41, THE FRANCIS BRADY GRANT, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHERLY CORNER OF THE PLAT OF SHEARWATER PHASE 3H, AS RECORDED IN MAP BOOK 125, PAGES 70 THROUGH 83, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE SOUTHEASTERLY, SOUTHERLY, AND EASTERLY, ALONG THE EASTERLY LINE OF SAID PLAT OF SHEARWATER PHASE 3H, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 24°55'37" EAST, 1015.30 FEET; COURSE NO. 2: SOUTH 11°37'44" WEST, 764.39 FEET; COURSE NO. 3: SOUTH 11°04'21" EAST, 1129.98 FEET; COURSE NO. 4: SOUTH 03°26'32" WEST, 289.15 FEET; COURSE NO. 5: SOUTH 85°11'47" EAST, 269.40 FEET, TO THE SOUTHERLY LINE OF SAID SECTION 41, THE FRANCIS BRADY GRANT; THENCE NORTH 74°50'19" EAST, ALONG LAST SAID LINE, 409.54 FEET, TO THE EASTERLY LINE OF THE PLAT OF SHEARWATER PHASE 3A, AS RECORDED IN MAP BOOK 107, PAGES 65 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE NORTH 12°40'40" WEST, ALONG LAST SAID LINE, 6.81 FEET; THENCE SOUTH 72°59'42" WEST, 105.28 FEET; THENCE NORTH 04°29'44" EAST, 237.92 FEET; THENCE NORTH 71°50'12" WEST, 207.23 FEET; THENCE NORTH 21°32'18" WEST, 135.59 FEET; THENCE NORTH 03°06'39" WEST, 159.96 FEET; THENCE NORTH 01°33'44" WEST, 191.04 FEET; THENCE NORTH 12°22'51" WEST, 145.75 FEET; THENCE NORTH 01°11'36" WEST, 52.49 FEET; THENCE NORTH 11°37'05" WEST, 35.05 FEET; THENCE NORTH 08°17'54" WEST, 216.44 FEET; THENCE NORTH 30°30'54" EAST, 260.39 FEET; THENCE NORTH 29°09'03" WEST, 988.63 FEET; THENCE NORTH 19°00'53" EAST, 396.19 FEET; THENCE NORTH 65°33'22" EAST, 37.77 FEET; THENCE NORTH 45°54'34" EAST, 38.16 FEET; THENCE NORTH 24°37'27" EAST, 25.03 FEET; THENCE NORTH 07°55'53" EAST, 71.57 FEET; THENCE NORTH 29°25'29" WEST, 436.22 FEET; THENCE NORTH 43°03'49" WEST, 306.59 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1287, PAGE 801, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 21°03'06" WEST, ALONG LAST SAID LINE, 447.30 FEET, TO THE POINT OF BEGINNING. CONTAINING 28.06 ACRES, MORE OR LESS.

PARCEL CE NO. 8 (PARCEL ID: 0102700030): A PORTION OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWESTERLY CORNER OF THE PLAT OF SHEARWATER PHASE 3H, AS RECORDED IN MAP BOOK 125, PAGES 70 THROUGH 83, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 87°01'11" EAST, ALONG THE SOUTHERLY LINE OF SAID PLAT OF

SHEARWATER 3H, A DISTANCE OF 134.02 FEET, TO THE WESTERLY LINE OF SECTION 34; THENCE SOUTH 02°48'44" EAST, ALONG LAST SAID LINE, 1210.01 FEET, TO THE WESTERLY LINE OF THE PLAT OF SHEARWATER PHASE 3G, AS RECORDED IN MAP BOOK 125, PAGES 37 THROUGH 62, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY, SOUTHERLY, AND EASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 59°07'08" WEST, 393.92 FEET; COURSE NO. 2: SOUTH 00°00'00" EAST, 335.16 FEET; COURSE NO. 3: NORTH 90°00'00" EAST, 364.47 FEET, TO THE AFORESAID WESTERLY LINE OF SECTION 34; THENCE SOUTH 02°47'00" EAST, ALONG LAST SAID LINE, 329.33 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5014, PAGE 1582, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89°04'17" WEST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4665, PAGE 1594, OF THE PUBLIC RECORDS OF SAID COUNTY, 1343.18 FEET, TO THE EASTERLY LINE OF THE PLAT OF BREAKAWAY TRAILS, AS RECORDED IN MAP BOOK 49, PAGES 78 THROUGH 91, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHERLY, NORTHEASTERLY, AND NORTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: NORTH 02°33'37" WEST, 67.62 FEET; COURSE NO. 2: NORTH 59°24'35" EAST, 607.60 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 3: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 112.13 FEET, AN ARC DISTANCE OF 81.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 38°39'58" EAST, 79.48 FEET; COURSE NO. 4: NORTH 17°54'04" EAST, 1749.44 FEET, TO THE POINT OF BEGINNING. CONTAINING 23.86 ACRES, MORE OR LESS.

PARCEL CE NO. 9 (PARCEL ID: 0103300020): A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT SOUTHWESTERLY CORNER OF THE PLAT OF SHEARWATER PHASE 3F, AS RECORDED IN MAP BOOK 120, PAGES 41 THROUGH 50, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°00'00" EAST, ALONG THE WESTERLY LINE OF SAID PLAT OF SHEARWATER PHASE 3F, A DISTANCE OF 802.61 FEET; THENCE NORTH 57°37'03" EAST, CONTINUING ALONG LAST SAID LINE, 391.47 FEET, TO THE WESTERLY LINE OF THE PLAT OF SHEARWATER PHASE 3D, AS RECORDED IN MAP BOOK 122, PAGES 9 THROUGH 24, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 32°22'57" WEST, ALONG LAST SAID LINE, 175.83 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4058, PAGE 723, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY, WESTERLY, NORTHWESTERLY, SOUTHEASTERLY, NORTHERLY, AND EASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIXTY-FOUR (64) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 48°22'20" WEST, 32.02 FEET; COURSE NO. 2: NORTH 69°12'16" WEST, 53.28 FEET; COURSE NO. 3: SOUTH 31°43'07" WEST, 46.75 FEET; COURSE NO. 4: SOUTH 33°02'18" WEST, 67.51 FEET; COURSE NO. 5: NORTH 68°37'11" WEST, 32.65 FEET; COURSE NO. 6: SOUTH 37°57'46" WEST, 56.69 FEET; COURSE NO. 7: SOUTH 35°49'05" WEST, 69.95 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 8: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 19.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°39'43" WEST, 18.88 FEET; COURSE NO. 9: SOUTH 37°09'53" WEST, 12.65 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; COURSE NO. 10: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 59.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°31'54" WEST, 56.45 FEET; COURSE NO. 11: SOUTH 48°03'43" WEST, 14.86 FEET;

COURSE NO. 12: SOUTH 45°11'23" WEST, 56.57 FEET; COURSE NO.13: SOUTH 10°29'35" EAST, 57.28 FEET; COURSE NO. 14: NORTH 32°09'53" WEST, 59.39 FEET; COURSE NO. 15: SOUTH 56°12'56" WEST, 57.98 FEET; COURSE NO. 16: SOUTH 57°26'08" WEST, 78.05 FEET; COURSE NO. 17: SOUTH 20°54'17" WEST, 23.89 FEET; COURSE NO. 18: SOUTH 50°54'42" WEST, 52.93 FEET; COURSE NO. 19: NORTH 35°42'10" WEST, 35.25 FEET; COURSE NO. 20: SOUTH 58°46'05" WEST, 76.58 FEET; COURSE NO. 21: SOUTH 23°50'41" EAST, 50.24 FEET; COURSE NO. 22: SOUTH 09°21'44" EAST, 54.82 FEET; COURSE NO. 23: SOUTH 01°04'00" WEST, 34.86 FEET; COURSE NO. 24: SOUTH 16°26'22" WEST, 33.05 FEET; COURSE NO. 25: SOUTH 36°22'19" EAST, 21.54 FEET; COURSE NO. 26: SOUTH 59°43'02" EAST, 43.57 FEET; COURSE NO. 27: SOUTH 54°25'27" EAST, 39.21 FEET; COURSE NO. 28: SOUTH 04°48'00" EAST, 46.16 FEET; COURSE NO. 29: SOUTH 05°42'29" EAST, 50.91 FEET; COURSE NO. 30: SOUTH 08°11'56" WEST, 33.20 FEET; COURSE NO. 31: SOUTH 88°38'08" WEST, 48.63 FEET; COURSE NO. 32: NORTH 20°13'12" WEST, 52.32 FEET; COURSE NO. 33: NORTH 12°44'32" WEST, 49.26 FEET; COURSE NO. 34: NORTH 11°04'45" WEST, 38.83 FEET; COURSE NO. 35: SOUTH 79°09'52" WEST, 39.85 FEET; COURSE NO. 36: NORTH 66°27'36" WEST, 26.59 FEET; COURSE NO. 37: NORTH 10°18'32" EAST, 46.73 FEET; COURSE NO. 38: NORTH 68°02'58" WEST, 15.56 FEET; COURSE NO. 39: SOUTH 31°26'01" WEST, 59.62 FEET; COURSE NO. 40: NORTH 68°05'54" WEST, 43.33 FEET; COURSE NO. 41: SOUTH 72°02'58" WEST, 34.15 FEET; COURSE NO. 42: NORTH 76°06'30" WEST, 47.64 FEET; COURSE NO. 43: NORTH 35°31'53" WEST, 46.99 FEET; COURSE NO. 44: NORTH 45°22'43" WEST, 55.54 FEET; COURSE NO. 45: SOUTH 68°01'14" WEST, 18.60 FEET; COURSE NO. 46: SOUTH 01°32'50" EAST, 41.44 FEET; COURSE NO. 47: NORTH 77°26'35" WEST, 47.14 FEET; COURSE NO. 48: SOUTH 24°18'19" WEST, 32.71 FEET; COURSE NO. 49: NORTH 18°10'39" EAST, 56.44 FEET; COURSE NO. 50: SOUTH 43°06'14" WEST, 83.69 FEET; COURSE NO. 51: SOUTH 83°35'48" WEST, 33.54 FEET; COURSE NO. 52: NORTH 77°09'36" WEST, 42.96 FEET; COURSE NO. 53: SOUTH 28°27'57" WEST, 53.84 FEET; COURSE NO. 54: SOUTH 82°32'24" WEST, 72.75 FEET; COURSE NO. 55: SOUTH 67°44'16" EAST, 33.91 FEET; COURSE NO. 56: SOUTH 13°06'53" EAST, 16.86 FEET; COURSE NO. 57: SOUTH 12°49'55" WEST, 50.71 FEET; COURSE NO. 58: SOUTH 21°43'38" WEST, 48.89 FEET; COURSE NO. 59: SOUTH 80°33'32" WEST, 24.06 FEET; COURSE NO. 60: SOUTH 39°18'32" WEST, 36.14 FEET; COURSE NO. 61: NORTH 83°31'12" WEST, 22.39 FEET; COURSE NO. 62: SOUTH 07°01'25" WEST, 18.73 FEET; COURSE NO. 63: SOUTH 34°42'51" WEST, 34.36 FEET; COURSE NO. 64: SOUTH 02°49'00" EAST, 302.95 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 16-A (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 88°59'37" EAST, ALONG LAST SAID LINE, 1027.81 FEET, TO THE POINT OF BEGINNING. CONTAINING 16.45 ACRES, MORE OR LESS; LESS AND EXCEPT THAT PART CONVEYED BY WARRANTY DEED RECORDED IN O.R. BOOK 2199, PAGE 585, RE-RECORDED IN O.R. BOOK 2314, PAGE 685, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

EXHIBIT B
ENGINEER'S CERTIFICATE

YURO & ASSOCIATES, LLC CERTIFICATION TO TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT REGARDING CAPITAL IMPROVEMENT PROJECT IMPROVEMENTS

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Michael J. Yuro, P.E. of Yuro & Associates, LLC, who, after being first duly sworn, deposes and says:

I, Michael J. Yuro, am a Professional Engineer registered in the State of Florida. I have reviewed certain documentation, including, but not limited to, permitted plans and specifications, as-builts and applicable permits, and have inspected the Improvements (hereinafter defined). I, or my authorized agent, have conducted on-site observations of certain Trout Creek Community Development District ("**District**") improvements (the "**Improvements**") as more particularly set forth in **Exhibit A**, reviewed certain work product ("**Work Product**") as more particularly set forth in **Exhibit B**, and conducted on-site observations of certain real property ("**Real Property**"), as more particularly set forth in **Exhibit C**.

I hereby certify to the District the below listed matters:

1) The Improvements have been completed in substantial compliance with the applicable permit requirements and in substantial accordance with the permitted Work Product and specifications, and the Real Property is in compliance with all laws, codes, and regulations.

2) Based on a field inspection and review of applicable Work Product, the Improvements are free from obstruction and are functional for their intended purpose.

3) The Improvements, construction materials and current condition of said Improvements are consistent with the special purpose of the District and are designed to function for the intended use. The Improvements have been constructed in substantial compliance with all Work Product and all required permits, plans and warranties have been transferred to the District or are capable of being transferred to the District and such transfer is underway.

4) In my opinion, the Improvements, Work Product, and Real Property (1) relate directly to the construction of those certain improvements described in the *Engineer's Report*, dated November 4, 2014, as amended and supplemented from time to time (collectively, the "**Engineer's Report**"), (2) specifically benefits property within the boundaries of the District as described in the Engineer's Report, and (3) are in a condition that acquisition by the District is fair and reasonable. The estimated value of the Improvements, Work Product, and Real Property conveyed for purposes of replacement and audit value is $_____.

6) With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and the Real Property.

[*continued on following page*]

DRAFT

FURTHER AFFIANT SAYETH NOT.

_____
Michael J. Yuro, P.E., MBA
Yuro & Associates, LLC
Florida Registration No. 65247
District Engineer

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2026, by Michael J. Yuro, P.E., of Yuro & Associates, LLC who ☐ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

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

DRAFT

Exhibit A:
Identification of Improvements

WFC Ashford Mills Owner VII, L.L.C. constructed and/or caused to be completed in and for the Trout Creek Community Development District, the following improvements all located on portions of the real property described as [_____]:

All Improvements are as contemplated by the Engineer's Report, and along with all Work Product related to said Improvements, are as more generally identified in the chart below:

IMPROVEMENTS			
Contractor	**Contract Date**	**Description**	**Estimated Amount**

DRAFT

Exhibit B:
Identification of Work Product

WFC Ashford Mills Owner VII, L.L.C. caused to be completed for the Trout Creek Community Development District, the following Work Product used to construct the Improvements located on portions of the real property described as [_____]:

All site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

WORK PRODUCT			
Provider	**Contract Date**	**Description**	**Amount**

DRAFT

Exhibit C to Engineer's Certificate:
Identification of Real Property

YURO & ASSOCIATES, LLC CERTIFICATION TO TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT REGARDING CAPITAL IMPROVEMENT PROJECT IMPROVEMENTS

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Michael J. Yuro, P.E. of Yuro & Associates, LLC, who, after being first duly sworn, deposes and says:

I, Michael J. Yuro, am a Professional Engineer registered in the State of Florida. I have reviewed certain documentation, including, but not limited to, permitted plans and specifications, as-builts and applicable permits, and have inspected the Improvements (hereinafter defined). I, or my authorized agent, have conducted on-site observations of certain Trout Creek Community Development District ("**District**") improvements (the "**Improvements**") as more particularly set forth in **Exhibit A**, reviewed certain work product ("**Work Product**") as more particularly set forth in **Exhibit B**, and conducted on-site observations of certain real property ("**Real Property**"), as more particularly set forth in **Exhibit C**.

I hereby certify to the District the below listed matters:

5) The Improvements have been constructed and are operating in substantial compliance with the plans, specifications, and permits approved by St. Johns County.

6) Based on a field inspection and review of applicable Work Product, the Improvements are free from obstruction and are functional for their intended purpose.

7) The Improvements, construction materials and current condition of said Improvements are consistent with the special purpose of the District and are designed to function for the intended use. The Improvements have been constructed in substantial compliance with all Work Product and all required permits, plans and warranties have been transferred to the District or are capable of being transferred to the District and such transfer is underway.

8) In my opinion, the Improvements, Work Product, and Real Property specifically benefits property within the boundaries of the District and are in a condition that acquisition by the District is fair and reasonable. The estimated value of the Improvements, Work Product, and/or Real Property conveyed for purposes of replacement and audit value is $_____.

[*continued on following page*]

FURTHER AFFIANT SAYETH NOT.

_____
Michael J. Yuro, P.E., MBA
Yuro & Associates, LLC
Florida Registration No. 65247
District Engineer

DRAFT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of □ physical presence or □ online notarization this ____ day of _____ 2026, by Michael J. Yuro, P.E., of Yuro & Associates, LLC who □ is personally known to me or □ who has produced _____ as identification, and □ did or □ did not take the oath.

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

DRAFT

Exhibit A:
Identification of Improvements

WFC Ashford Mills Owner VII, L.L.C. constructed and/or caused to be completed in and for the Trout Creek Community Development District, the following improvements all located on portions of the real property described as [_____]:

All Improvements are as contemplated by the Engineer's Report, and along with all Work Product related to said Improvements, are as more generally identified in the chart below:

IMPROVEMENTS			
Contractor	**Contract Date**	**Description**	**Estimated Amount**

DRAFT

Exhibit B:
Identification of Work Product

WFC Ashford Mills Owner VII, L.L.C. caused to be completed for the Trout Creek Community Development District, the following Work Product used to construct the Improvements located on portions of the real property described as [_____]:

All site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

WORK PRODUCT			
Provider	**Contract Date**	**Description**	**Amount**

DRAFT

Exhibit C:
Identification of Real Property

DRAFT

EXHIBIT C
DEED TEMPLATE

DRAFT

This instrument was prepared by and upon recording should be returned to: Christopher Loy, Esq. 517 E. College Avenue Tallahassee, FL 32301	(This space reserved for Clerk)

Consideration: None/Gift of District Land
Documentary Stamp Taxes: See Legend Below

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ___ day of _____, 2026, 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 is c/o FCS Management Group LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, hereinafter called the "**Grantee**."

W I T N E S S E T H:

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

[INSERT LEGAL DESCRIPTION HERE]

SUBJECT, HOWEVER, to (i) real estate taxes and assessments for the year of closing and subsequent years, with Grantor responsible for all taxes and assessments for the year of closing and prior years, (ii) zoning ordinances and building restrictions, and (iii) easements, restrictions, reservations and covenants of record that do not materially impair the District's intended use of the Property for public infrastructure purposes, PROVIDED THAT Grantor represents and warrants that there are no liens, mortgages, deeds of trust, judgments, or other monetary encumbrances affecting the Property as of the date hereof.

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 only to the permitted exceptions expressly set forth above and covenants to defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no others. Grantor further represents and warrants that (i) Grantor has full right, power, and authority to convey the Property to Grantee, (ii) Grantor has obtained all necessary consents and approvals required to execute and deliver this deed, (iii) the Property is free and clear of all liens, mortgages, deeds of trust, security interests, and other monetary encumbrances, (iv) there are no pending or threatened condemnation proceedings affecting the Property, and (v) Grantor has received no notice of any violation of any applicable laws, ordinances, or regulations affecting the Property.

DRAFT

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:

_____
Print Name: _____
_____
_____

_____
Print Name: _____
_____
_____

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

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

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

By: _____
Name: 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 _____, 2026.

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

Note to Examiner: This instrument evidences a conveyance to a governmental entity for public purposes and is exempt from Florida documentary stamp tax pursuant to Section 201.02, Florida Statutes.

DRAFT

Exhibit B
Assignment of Easements
(Attached Hereto)

DRAFT

This instrument was prepared by and upon recording should be returned to: Jennifer Kilinski, Esq. 517 E. College Avenue Tallahassee, FL 32301	(This space reserved for Clerk)

NON-EXCLUSIVE ASSIGNMENT OF EASEMENTS

This **ASSIGNMENT OF EASEMENTS** is executed as of this ___ day of _____, 2026, 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 is c/o FCS Management Group LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (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 Assignee and its successors and assigns and shall run with the land and be binding upon Assignor and its successors and assigns.

The Assignee is solely responsible for its own use, maintenance, and activities in the Easements occurring from and after the date hereof. Assignor represents and warrants that, to Assignor's knowledge, as of the date hereof, the Easements are valid, in good standing, and free of any liens or encumbrances, and Assignor has received no notice of any violations relating to the Easements.

[Page Ends Here – Signature Page Follows]

DRAFT

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized representative as of the day and year first above written.

Signed, Sealed and Delivered
in Our Presence:

_____
Print Name: _____
_____
_____

_____
Print Name: _____
_____
_____

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

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

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

By: _____
Name: 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 _____, 2026.

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

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EXHIBIT D
LICENSE AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of _____, 2026 (the "Effective Date"), is entered into between **WFC ASHFORD MILLS OWNER VII, L.L.C.**, Delaware limited liability company, the owner of certain lands within the boundaries of the District, with an address at 500 Boylston Street, Suite 2010, Boston, MA 02116 ("Licensor"), and **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, whose address is c/o FCS Management Group LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("Licensee").

RECITALS OF THE PARTIES

WHEREAS, Licensor represents, warrants, and covenants that it owns or holds the right to license the entire right, title, and interest in, and to, certain intellectual property, and that such ownership or right to license shall continue throughout the Term of this Agreement, comprised of trademarks, service marks, trade names, trade dress, logos (including all word marks, design marks, stylized marks, taglines, and variations thereof) (collectively, the "Intellectual Property") used in connection with providing services and distributing goods associated with the development and marketing of the master-planned community known as "Shearwater" (the "Community") located in St. Johns County, Florida, whether or not registered or subject to any application for registration, including the trademarks listed on **Schedule A** attached hereto and incorporated herein by reference, and that the Intellectual Property does not infringe upon the rights of any third party;

WHEREAS, Licensee is the community development district formed for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure within the Community; and

WHEREAS, Licensor desires to license to Licensee the right to use the Intellectual Property listed on **Schedule A** (collectively, the "Trademarks") for Licensee's lawful operations in connection with the Community, including, without limitation, the District's planning, financing, construction, operation, and maintenance of public infrastructure and amenities; the District's identification of, and references to, the Community on signage, agendas, minutes, resolutions, ordinances, notices, public records, official correspondence, financial disclosures, bond and continuing-disclosure documents, the District's website, social media, newsletters, and other public-facing communications; community engagement and resident communications; and supporting the resale, marketing, and orderly transition of property within the Community to end users.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, and in

consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. GRANT OF LICENSE.

1.1 Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee a royalty-free, nonexclusive license (the "License") to use the Trademarks and Intellectual Property in connection with (a) Licensee's planning, financing, constructing, operating, maintaining infrastructure within the Community; (b) all activities incident or related to Licensee's statutory powers, duties, and operations as a community development district pursuant to Chapter 190, Florida Statutes, including the identification of, and references to, the Community on signage, on the District's website, in District newsletters and social media accounts, on agendas, minutes, resolutions, ordinances, official notices, board materials, financial statements, bond and continuing-disclosure documents, public records, and other public-facing communications; (c) community engagement, resident communications, and educational and informational materials regarding the District and the Community; (d) supporting the resale, transition, and marketing of property and amenities within the Community and the orderly conveyance of infrastructure and improvements to the District; and (e) such other purposes as are reasonably related to the foregoing ("Community Activities"). Without further consent of Licensor, Licensee may extend the rights granted under this License to (i) Licensee's board members, supervisors, officers, employees, agents, attorneys, professionals, district manager, and other contractors and vendors engaged by Licensee, solely to the extent acting within the scope of their engagement with Licensee, and (ii) any homeowners' association, master association, or successor entity established for the Community; provided that in each cases Licensee shall cause the same to comply with this Agreement and liable for such Person's breach hereof. Licensee may not grant any other sub-license of the rights granted in this Agreement without Licensor's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. Licensor shall retain all rights in the Trademarks not expressly granted to Licensee by this Agreement, and it is hereby specifically acknowledged and agreed by Licensee that Licensor may grant one or more licenses of the Trademarks to persons or entities other than Licensee; provided, however, that no such third-party license will impair, diminish, or be inconsistent with the rights granted to Licensee hereunder.

1.2 All goodwill that may be created in the course of the use of the Trademarks by or through Licensee shall inure to the benefit of Licensor. Except as expressly agreed otherwise by Licensor, any indicia of origin that is designed, created or developed using the Trademarks shall also belong to Licensor along with any goodwill associated therewith. To the extent such indicia of origin and associated goodwill do not inure to the benefit of Licensor, Licensee hereby assigns, transfers and conveys all right, title and interest in, and to, such indicia of origin and goodwill to Licensor. Licensee shall execute all documents and do such other acts as may be necessary to assign to Licensor all right, title and interest in, or to, any such newly created indicia of origin and associated goodwill.

1.3 Nothing herein will be construed as granting a license to any other Intellectual Property (as defined in the Recitals), including trade names, trade dress, logos

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and other proprietary marks or materials that are owned or licensed by Licensor or otherwise used in connection with the Community, including but not limited to any images, photographs, collateral, products or other materials or items containing the same, and the rights granted herein shall be specifically limited to those set forth on Schedule A.

1.4 Nothing herein shall be construed to limit or impair Licensor's rights regarding the Trademarks, including, but not limited to, the right to transfer, assign, or convey the Trademarks to one or more third-parties.

2. TITLE TO AND PROTECTION OF TRADEMARKS.

2.1 Licensee acknowledges and agrees that (a) Licensor is the owner of all right, title, and interest to the Trademarks, (b) all use of the Trademarks by Licensee shall inure to the benefit of Licensor, (c) all such right, title, and interest shall remain with Licensor, (d) Licensee shall not make any claim or take any action adverse to Licensor's ownership of the Trademarks or to challenge the validity of the License granted hereunder, and (e) all goodwill and any rights arising from the use of the Trademarks by Licensee shall solely belong to Licensor.

2.2 Licensee shall notify Licensor of any unauthorized use of the Trademarks by any third-party promptly as it comes to Licensee's attention. Licensor shall have the sole right to bring infringement or unfair competition proceedings involving the Trademarks and shall be entitled to all proceeds, including any damages or other monetary remedies at law or in equity that may arise from such proceedings.

3. REGISTRATIONS.

3.1 Licensor will (a) maintain the registrations, applications and reservations for the Trademarks in the ordinary course of business, including taking any and all actions and paying any fees or expenses as and when they come due as and to the extent that Licensor determines, in its sole and absolute discretion, that it is prudent to do so; and (b) take, in Licensor'ssole and absolute discretion, any legal action necessary to enforce Licensor and Licensee's rightsin the Trademarks in accordance with Section 2.2; in each case at Licensor's expense. Licensor shall notify Licensee in writing of any changes that have been implemented with respect to the Trademarks, including the issuance or cancellation of any registrations or reservations.

3.2 Licensee shall establish and maintain proof of use on a continuing basis ofthe Trademarks in order to aid Licensor in the registering of the Trademarks or in the renewals of such registrations, as the case may be. Licensee shall further provide whatever assistance is necessary, including executing or providing any documents required in order to assist Licensor infiling or maintaining any registrations in accordance with Section 3.1.

4. QUALITY STANDARDS.

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4.1 Licensee shall cooperate with Licensor in facilitating Licensor's control ofthe Trademarks and all advertising, promotional and other uses of the Trademarks. Without limiting the generality of the immediately preceding sentence, Licensee shall:

(a) comply with all applicable laws and regulations relating Licensee's Community Activities;

(b) not to affix or purport to authorize the affixation of the Trademarks, or any colorable imitations, parodies or confusingly similar variants of the Trademarks to any goods;

(c) comply with any requirements established by Licensor concerning the style,design, display and use of the Trademarks; to correctly and regularly use the service marksymbol SM or registration symbol ®, as appropriate, including, without limitation, the brand standards set forth in the "Brand Guide" attached hereto as **Schedule B** and made apart hereof (the "Brand Standards");

(d) submit to Licensor for Licensor's approval all materials bearing the Trademarks (including, without limitation, advertising copy, promotional materials and any other materials, whether in printed or electronic form) prior to Licensee's use or publication thereof, provided, however, that no advance submission or approval will be required for: (1) use of the Trademarks within agendas, minutes, resolutions, ordinances, notices, board materials, correspondence, public records, financial statements, audit reports, and bond and continuing-disclosure documents prepared in the ordinary course of the District's statutory operations; (2) use of the Trademarks on the District's website and social media accounts and in District newsletters and resident communications; (3) use of previously approved materials and templates without material modification of the Trademark elements; and (4) use of the Trademarks compelled by applicable law, including Chapter 119, Florida Statutes, the Sunshine Law, Chapter 190, Florida Statutes, and Securities and Exchange Commission disclosure obligations, so long as, in each case, such use conforms to the Brand Standards once delivered;

(e) not use the Trademarks in connection with the advertising, sale or promotion of any service without securing the advance written consent and approval of Licensor, which approval will not be unreasonably withheld, conditioned, or delayed. Provided the approval request is submitted via email in accordance with the Notices provision below, if Licensor does not provide written disapproval within ten (10) business days after written request (which disapproval may be by email). Notwithstanding the foregoing, no such advance consent will be required for the District's use of the Trademarks in connection with the activities described in clauses (b) through (e) of Section 1.1, including, without limitation, the District's public-facing communications, agendas, minutes, board materials, public records, signage, website, social media, and resident communications, so long as the District's use is fully compliant with the terms and conditions of this Agreement;

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(f) By approving such material, graphics, designs, or proposed uses of the Trademarks, Licensor does not assume any liability or responsibility therefor. The approval by Licensor of any material, graphics, designs, or proposed uses of the Trademarks shall be approval only to the conformity of the same to the Brand Standards and shall not be deemed a representation or warranty as to the adequacy or sufficiency of the same for any other purpose, including compliance with applicable laws and regulations or whether such use infringes on the intellectual property rights of other persons or entities.

4.2 The Community Activities identified by the Trademarks and offered by Licensee shall be at all times of high quality, consistent with the reputation, image and prestige of Licensor and the Community, and the Trademarks and shall be subject to the reasonable inspection, review, direction and approval as to their nature and quality by Licensor. Licensee shall not conduct its Community Activities in any way that would adversely affect the goodwill associated with the Trademarks. Licensee represents, warrants and covenants that its Community Activities: (i) shall be conducted in accordance with all applicable federal, state and local laws and regulations, including registrations required by such laws in order to commence Community Activities (ii) shall not violate any statute, ordinance, rule or regulation in any jurisdiction in which sales or solicitation activities occur, and (iii) if applicable, shall not violate any consumer credit or usury statute of any jurisdiction in which sales or solicitation activities occur.

4.3 Licensee shall use all notices and legends with the Trademarks as requiredby applicable law or as reasonably requested by Licensor.

4.4 Promptly upon receipt of notice from Licensor that Licensee has not complied with the standards set forth in this Agreement, Licensee shall cooperate with Licensor tocorrect such deficiency forthwith, at Licensee's sole cost and expense.

5. TERM; EVENTS OF DEFAULT; TERMINATION.

5.1 The term (the "Term") of this Agreement shall commence as of the Effective Date and shall remain in effect until terminated pursuant to this Section 5.

5.2 Each of the following events shall constitute an "Event of Default" by the party in respect of which such event occurs:

(a) the filing of a voluntary assignment in bankruptcy or insolvency or a petition for reorganization, or any equivalent for a governmental entity, under any applicable law by Licensee or Licensor;

(b) the consent to an involuntary petition in bankruptcy, or any equivalent for a governmental entity, or the failure by Licensee or Licensor to vacate, within thirty (30) days from the date of entry thereof, any order approving an involuntary petition;

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(c) the making of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating Licensee or Licensor a bankruptor insolvent or approving a petition seeking reorganization or appointing a receiver, trusteeor liquidator of all or a substantial part of a party's assets, or any equivalent for a governmental entity, if such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) consecutive days; or

(d) the failure of Licensee (or any permitted sub-licensee) or Licensor to fulfill any of the other material covenants, undertakings, obligations or conditions set forth in this Agreement, and the continuance of any such default for a period of thirty (30) days after written notice of the failure; provided that if upon receipt of any notice the defaulting party promptly and with all due diligence cures the default or, if the default is not susceptible to being cured within the thirty (30) day period and the defaulting party advises the complaining party in writingof the period which will be required to cure the default and with all due diligence takes andcontinues action to cure and cures the failure within that period so advised, then no Event of Default shall be deemed to have occurred unless and until the defaulting party has failed to take or to continue to take action or to complete the cure within the period.

5.3 Upon the occurrence of any Event of Default and the applicable grace periods having expired, Licensee (in the case of an Event of Default by Licensor) or Licensor (in the case of an Event of Default by Licensee) may, without prejudice to any other recourse at law or in equity which it may have, terminate this Agreement upon written notice to the defaulting party, in which event the Term of this Agreement shall expire as of the date set forth in such notice. Any such termination shall not affect or impair any other agreement between Licensor and Licensee.

5.4 Notwithstanding anything in this Agreement to the contrary, this Agreement shall be terminable by Licensor upon ninety (90) days' written notice to Licensee if Licensee ceases all Community Activities related to the Community for a continuous period of at least one hundred eighty (180) days.

5.5 Notwithstanding anything to the contrary contained in this Agreement, in the event that any material provision of this Agreement relating to the Trademarks is not performed in accordance with its specific terms or is otherwise materially breached by Licensee, and such breach is not cured within the applicable cure period set forth in Section 5.3, Licensor shall be entitled to:

(a) terminate this Agreement in accordance with the provisions of Section 5.3;

or

(b) pursue any other recourse at law or in equity which it may have to cease such non-performance or breach, and, without limiting the generality of the foregoing, Licensor shall be entitled commence legal proceedings;

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and, in each case, Licensor shall be entitled to such action without regard to anything to the contrary contained in this Agreement. Licensee acknowledges and agrees that Licensor may not have an adequate remedy at law for certain breaches, including (without limitation) the termination of this Agreement or damages, and may be irreparably harmed in the event that any provision of this Agreement relating to the Trademarks were not performed in accordance with their specific terms or were otherwise breached by Licensee, provided that such breach has not been cured within the applicable cure period. Accordingly, Licensor shall be entitled to seek injunctive relief to prevent any breach of this Agreement and to specifically enforce the terms and provisions hereof relating to the Trademarks in addition to any other remedy to which Licensor may be entitled at law or in equity, subject to Licensee's sovereign immunity defenses.

5.6 Upon expiration or termination of this Agreement, the licenses granted herein shall cease. Licensee shall discontinue the use of the Trademarks as soon as reasonably practical, but in no event longer than one hundred eighty(180) days from the effective date of termination or expiration, and remove from all premises where the Licensee has operations and deliver to Licensor, or certify the destruction of, all materials bearing any Trademark, including, without limitation, any business cards, stationery, merchandise, equipment, disposable goods or promotional materials. Upon termination and expiration of this Agreement, subject to the transition period set forth herein, Licensee shall also, upon Licensor's request, change any corporate names, trade names or d/b/a's that may contain any distinctive elements of anyTrademark. Notwithstanding the foregoing, Licensee will not be required to remove, alter, recall, redact, or destroy any use of the Trademarks (i) embedded in or appearing on any minutes, agendas, resolutions, ordinances, public records, financial statements, audit reports, bond and continuing-disclosure documents, plats, recorded instruments, or other documents previously created, distributed, recorded, or filed in the ordinary course of the District's statutory operations prior to the effective date of termination or expiration; (ii) maintained in the District's archival or records-retention files as required by Chapter 119, Florida Statutes, or other applicable law; or (iii) on permanent or semi-permanent infrastructure or signage previously installed, until such infrastructure or signage is replaced in the ordinary course.

5.7 All obligations of Licensor and Licensee which expressly or by their natureare intended to survive termination or expiration of this Agreement including Section 6.1, shall continue in full force and effect subsequent to and notwithstanding such termination.

6. INDEMNIFICATION.

6.1 Licensee agrees to indemnify Licensor, its affiliates and their respective employees, officers, directors, members, managers, agents, representatives, successors and assigns (collectively, the "Licensor Indemnified Parties") and hold the Licensor Indemnified Parties harmless from and against any and all liabilities, claims, causes of action, suits, damages, and expenses (including reasonable attorneys' fees, costs, and expenses) brought by a third-party for which the Licensor Indemnified Parties may become liable, or which may be incurred or paid in any action or as a result of any claim, suit, or governmental proceeding (whether or not the Licensor Indemnified Parties shall be a party

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thereto) arising out of or in connection with any breach of this Agreement by Licensee or any of Licensee's sub-licensees or any use or misuse of the Trademarks by Licensee or any of Licensee's sub-licensees as stated herein, to the extent such liabilities, claims, or damages are caused by the negligent acts, omissions, or willful misconduct of Licensee, and subject in all events to the limitations and protections of Section 768.28, Florida Statutes, and any other applicable sovereign-immunity protections. Nothing in this Section may be construed as a waiver of sovereign immunity by Licensee, nor as consent to be sued in excess of the statutory limits of liability, nor as an obligation to indemnify in any amount or for any cause beyond the limits permitted under Florida law. Licensee hereby acknowledges that for the purpose of this Section and its enforcement, each Licensor Indemnified Party, other than the Licensor, is a third-party beneficiary of this Agreement.

6.2 Reserved.

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

7. GENERAL.

7.1 All notices required or permitted to be given under this Agreement shall be in writing and either: (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via a nationally recognized overnight courier service (e.g., FedEx, UPS), or (d) sent via electronic mail to the email address designated below, with confirmation of receipt required. All notices shall be addressed to the party being noticed, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office, if sent by certified mail, (iii) one (1) business day after deposit with a nationally recognized overnight courier service with next-day delivery specified, or (iv) upon confirmation of receipt if sent via electronic mail, provided that such confirmation is in writing (which may include a return email or automated delivery receipt). All notices shall be delivered or sent prepaid for the specified service by the party giving notice, and shall be addressed as follows:

Licensee:	Trout Creek Community Development District c/o FCS Management Group LLC 250 International Parkway, Suite 208 Lake Mary, Florida 32746 Attn: Howard McGaffney howard@fcsmanagementgroup.com
If to Licensee, with a copy to:	Kilinski | Van Wyk PLLC 517 E. College Avenue, Tallahassee, FL 32301

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Attn: Jennifer Kilinski
jennifer@cddlawyers.com

If to Licensor:

WFC Ashford Mills Owner VII, L.L.C.
c/o 500 Boylston Street, Suite 2010
Boston, MA 02116
Attn: Jesse Baker and Casey Tischer
e-mail: jrb@freeholdcm.com

With a copy to:

FCM FL, LLC
352 Paseo Reyes Drive
Saint Augustine, FL 32095
Attn: Andrew Smith
e-mail: ats@freeholdcm.com

FCM FL, LLC
500 Boylston Street, Suite 2010
Boston, MA 02116
Attn: Legal Dept.
Legal@Freeholdcm.com

Ansbacher Law
8818 Goodbys Executive Dr.
Jacksonville, FL 32217
Attn: Zachary Roth
Zachary.roth@ansbacher.net

or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice. The respective attorneys for Licensor and Licensee are hereby authorized to give any notice pursuant to this Agreement on behalf of their respective clients.

7.2 This Agreement cancels and supersedes all previous agreements or understandings between the Licensor and the Licensee whether written or oral relating to the Trademarks (excluding, however, that certain Settlement and Release Agreement between Licensor and Licensee of which this Agreement is Exhibit E, which Settlement and Release Agreement remains in full force and effect in accordance with its terms; in the event of any conflict between this Agreement and the Settlement and Release Agreement, the Settlement and Release Agreement will control), and together with the schedules attached hereto, which are incorporated herein by reference and made a part hereof, constitutes the entire agreement between the parties relating to the licensing of the Trademarks. This Agreement may be amended only by a writing signed by a duly authorized representative of each of the parties hereto.

7.3 Licensor may assign the rights and obligations under this Agreement, in whole or in part, with prior written notice to Licensee, to any person or entity who acquires the rights to any Trademark including, without limitation, any homeowners' association

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formed in connection with the operation of the Community, provided that such assignee expressly assumes in writing all of Licensor's obligations under this Agreement and agrees to be bound by all terms and conditions hereof. This Agreement shall inure to the benefit of and be binding on each of the parties and their respective successors and permitted assigns.

7.4 Licensee may not assign or transfer any of its rights or obligations under this Agreement without Licensor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment of this Agreement by Licensee without Licensor's prior written consent shall be void ab initio.

7.5 The failure or delay of Licensor, Licensee, or any Indemnified Party with respect to the exercise of any right hereunder shall not operate as a waiver of such right or any other right nor shall any single or partial exercise of any right preclude any further or other exercise thereof or the exercise of any other right, except that any waiver must be in writing and signed by the party against whom such waiver is sought to be enforced. The rights and remedies of any party herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

7.6 Should any provision of this Agreement be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, or if such modification is not possible, such provision shall be deemed deleted, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If any material provision is so deleted, the parties agree to negotiate in good faith to replace such provision with a valid provision that most closely approximates the original intent of the parties.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles.

7.8 This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective permitted successors and assigns.

7.9 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, effective as of the Effective Date set forth herein.

Licensor	Licensee:
WFC ASHFORD MILLS OWNER VII, L.L.C.	TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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SCHEDULE A
LIST OF TRADEMARKS

To be completed with specific trademark registrations, including registration numbers, classes, and jurisdictions

Should include at least: (1) the "SHEARWATER" word mark and all stylized/logo variants; (2) any registered or pending federal or state trademark or service-mark applications and registrations (provide USPTO/Florida registration numbers, serial numbers, classes, and jurisdictions); (3) the Shearwater tagline(s); (4) the Shearwater logo (primary and secondary); (5) any related sub-brand marks (e.g., amenity, neighborhood, or phase-specific marks such as "Shearwater Phase 1," "Kayak Club," etc.); and (6) unregistered common-law marks used in connection with the Community.

ADD copies of all registration certificates and any pending office actions, if any.

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SCHEDULE B
BRAND GUIDE

ADD: Brand usage guidelines and standards. Brand Guide must be a definite and finite document. Updates can only be made on reasonable written notice and may not retroactively render existing District materials non-conforming.

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Return to Agenda Pg. 2

EXHIBIT 14

EXHIBIT 15

AMENDMENT TO THE AGREEMENT BETWEEN THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND ASAP TOWING & STORAGE COMPANY FOR TOWING SERVICES

THIS AMENDMENT ("**Amendment**") is made and entered into this 28th day of May, 2026, 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 c/o FCS Management Group, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the "**District**"); and

ASAP TOWING & STORAGE COMPANY, a Florida corporation, with a mailing address of 10053 103rd Street, Jacksonville, Florida 32210 (hereinafter "**Contractor**", together with District the "**Parties**").

RECITALS

WHEREAS, the Parties previously entered into that certain *Agreement Between the Trout Creek Community Development District and ASAP Towing for Towing Services,* dated October 17, 2019 (the "**Agreement**"), as amended from time to time incorporated herein by reference; and

WHEREAS, pursuant to Paragraph 9 of the Agreement, the Agreement may be amended by a writing executed by the Parties; and

WHEREAS, the District has adopted that certain *Amended Policy Relating to Overnight Parking and Parking Enforcement,* a copy of which is attached hereto as **Exhibit A,** and as may be amended from time to time by the Board of Supervisors ("**Board**") of the District (hereinafter, the "**Amended Towing Policy**"); and

WHEREAS, in accordance with Section 715.07, *Florida Statutes,* the District desires to engage an independent contractor to provide vehicle towing/removal services within the District in accordance with the Amended Towing Policy (the "**Services**"); and

WHEREAS, Contractor desires to provide such Services for the District in accordance with Section 715.07, *Florida Statutes*, and other Florida law; and

WHEREAS, Contractor and the District desire to amend the Agreement to modify the scope of services and to identify the District Property where the vehicle towing/removal services are to be performed; and

WHEREAS, the Parties each represent that they have the authority to execute this Amendment and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each party hereto; and

WHEREAS, the District and Contractor also desire to amend the Agreement to modify Paragraph 11, **Notices**, of the Agreement, and to identify the Public Records Custodian.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. AMENDMENT TO AGREEMENT: The Parties agree to amend Paragraph 2 of the Agreement as follows:

A. SECTION 2. The District hereby authorizes the Contractor, and its employees and agents to perform vehicle towing/removal services as outlined in the Amended Towing Policy from the District Property, including all roadways within the District designated as Tow-Away Zones on **Exhibit A to the Amended Towing Policy.** The Contractor shall perform such services in accordance with the Amended Towing Policy, Section 715.07, *Florida Statutes,* and any other applicable Florida Law.

1. The Contractor shall not tow any Vehicle or Vessel from District Property unless first authorized to do so by the District Manager, General Manager, Assistant General Manager, or such manager's designee (each, a "**District Representative**") through a separate, written authorization specific to that Vehicle or Vessel in a form agreed upon by the Parties. The District Representative shall first verify that the subject Vehicle or Vessel was not authorized to Park under the Amended Towing Policy, and shall then contact Contractor for the removal of such unauthorized Vehicle or Vessel at the owner's expense. Vehicles and Vessels that have remained in the same location on District Property for a period of twenty-four (24) hours without being moved and without authorization to Park in that location shall be deemed Abandoned and subject to towing at the owner's expense in accordance with Section 715.07, Florida Statutes, and the Amended Towing Policy. Contractor may be contacted at **(904) 771-7111**. Contractor shall also provide vehicle storage relative to any such vehicles towed from District Property, all in accordance with the Amended Towing Policy, Section 715.07, *Florida Statutes*, and any other applicable Florida law.

2. Upon execution of this Amendment, the Board will approve signage consistent with the requirements of Section 715.07, *Florida Statutes*, and as more fully identified in the Amended Towing Policy. Contractor shall, at its own cost and expense, procure, furnish and install the approved signage in conformance with Section 715.07, Florida Statutes, which signage shall be present a minimum of twenty-four (24) hours prior to commencement of any towing/removal services by Contractor.

3. Upon towing/removal of a vehicle, such vehicle shall be stored by Contractor within a ten (10)-mile radius of the point of the removal and shall provide for public access to such storage facility as set forth in Section 715.07, *Florida Statutes*.

4. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services. Any damage caused by Contractor shall diligently be repaired and shall be at Contractor's sole cost and expense.

B. References to the District and the mailing address of the same specified in Paragraph 11 of the Agreement, entitled "**Notices**", is amended as follows:

A.	**If to the District:**	Trout Creek Community Development District c/o FCS Management Group 250 International Parkway, Suite 208 Lake Mary, Florida 32746 Attn Trout Creek CDD, District Manager
	With a copy to:	Kilinski | Van Wyk PLLC 517 East College Avenue Tallahassee, Florida 32301 Attn: District Counsel

C. As of March 1, 2026, the District's "Public Records Custodian" is **Vesta District Services**. All references to the "Public Records Custodian" in the Agreement, including contact information for the same, is revised as follows:

Public Records Custodian:	Vesta District Services
E-mail:	publicrecords@vestapropertyservices.com
Telephone:	(321) 263-0132
Address:	250 International Parkway, Suite 208 Lake Mary, FL 32746

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable except for the terms as specifically amended herein. To the

extent the provisions of this Amendment or the Agreement hereto conflict, this Amendment shall control.

SECTION 4. AUTHORIZATION. The execution of this Amendment has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Amendment.

SECTION 5. EXECUTION IN COUNTERPARTS. This Amendment 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.

SECTION 6. ANTI-HUMAN TRAFFICKING REQUIREMENT. The Contractor certifies, by acceptance of the Amendment, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. The Contractor affirms that it previously executed an affidavit in compliance with section 787.06(14), *Florida Statutes*.

SECTION 7. EFFECTIVE DATE. This Amendment shall be effective as of the day and year first written above.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties execute this Amendment to be effective the day and year first written above.

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

ASAP TOWING & STORAGE COMPANY

By: _____
Print Name: _____
Its: _____

Exhibit A
Amended Policy Relating to Overnight Parking and Parking Enforcement

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

AMENDED POLICY RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

On May 28, 2026, at a duly noticed public meeting, the Board of Supervisors of the Trout Creek Community Development District ("District") adopted the following policies to govern parking and parking enforcement on certain District property ("Policy"). This Policy repeals and supersedes all prior District rules or policies governing the same subject matter.

Section 1. Introduction and Application. The District finds that Vehicles and Vessels (as defined below) parked (as defined below) on certain District property may create hazards and danger to the health, safety, and welfare of District residents, paid users, and the public, and may damage District property. This Policy is intended to provide a means by which the District may address improperly parked Vehicles and Vessels, including by towing/removal, subject to the requirements of applicable law and the procedures in this Policy.

SECTION 2. DEFINITIONS.

A. *Abandoned.* Any Vehicle or Vessel that, for a period of twenty-four (24) hours, has remained in the same location on District property without being moved and without authorization to Park in that location shall be deemed abandoned.

B. *Park / Parking.* To stop, stand, or leave a Vehicle or Vessel, whether attended or unattended, except when stopping temporarily for the purpose of and while actually engaged in loading or unloading persons or property.

C. *Tow-Away Zone.* A designated area on District property (including, where applicable, District-owned or District-controlled roadways and rights-of-way) in which parking is prohibited and in which the District is authorized to initiate towing and/or removal. An area constitutes a Tow-Away Zone only after the District has (i) caused signage to be posted in accordance with section 715.07, Florida Statutes, and Section 5.A of this Policy, and (ii) identified the area as an active Tow-Away Zone on the list maintained on the District's website at https://troutcreekcdd.com/. **Exhibit A** identifies those areas of District property eligible to be designated as Tow-Away Zones.

D. *Vehicle*. Any motor vehicle, trailer, or other wheeled conveyance that is used or capable of being used as a means of transportation on land for persons or property.

E. *Vessel*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

SECTION 3. PARKING ALLOWED ON LIMITED BASIS; PROHIBITION; EXCEPTIONS.

A. *Tow-Away Zones.* All District-owned or District-controlled roadways within the District, together with the additional areas of District property indicated on the map attached hereto as **Exhibit A**, are eligible for designation as Tow-Away Zones. Any such eligible area may become an active Tow-Away Zone subject to towing enforcement under this

Policy only upon (i) installation of signage complying with section 715.07, *Florida Statutes*, and Section 5.A, and (ii) posting of the area as an active Tow-Away Zone on the list maintained on the District's website. Except where expressly designated for Parking (e.g., marked parking spaces or signed parking areas), Vehicles and Vessels may not Park on District property at any time and are subject to towing. Vehicles and Vessels parked in a Tow-Away Zone in the same location in excess of 24 hours are subject to towing as Abandoned vehicles under Section 2.A. Notwithstanding the foregoing, Vehicles may Park for a maximum of five (5) minutes in the sections identified in **Exhibit A**; parking in these areas in excess of five (5) minutes is prohibited. Parking is prohibited at all times on any grassy or landscaped areas on District property, including common areas, pond banks, and areas bordering roadways, unless the District grants a written exception in advance. Any Vehicle or Vessel parked in an area not expressly designated for Parking, or in any grassy or landscaped area, is subject to towing in accordance with this Policy and applicable law. **Any Vehicle parked on District property, including District roads, if any, must do so in compliance with all applicable laws, ordinances, and codes, and shall not block access to driveways, property entrances, fire hydrants, fire lanes, or mailboxes. Vessels shall not be parked on District property without the express written permission of the District and are subject to towing if parked without such permission.**

B. *Abandoned Vehicles and Vessels*. Abandoned Vehicles and Vessels are not permitted to be Parked on District property at any time and are subject to towing at the owner's expense.

C. *Manner of Parking.* Vehicles (and pre-approved Vessels) may not be Parked such that they utilize more than one (1) marked parking space, block access to District property, prevent the safe and orderly flow of traffic, obstruct the ability of emergency vehicles to access roadways or property, cause damage to the District's property, restrict the normal operation of the District's business, or otherwise pose a danger to the District, its residents and guests, the general public, or the property of same.

D. *Exceptions.*

   a. Special Circumstances. District staff may issue a Parking permit to authorize an exception to this Policy for special events or as necessitated by special circumstances, in which case the Parking permit shall be for a limited time and shall be posted on the windshield of the Vehicle or Vessel.

   b. Vendors and Food Trucks. Food Trucks invited to special District events and District vendors performing District business are exempt from this Policy; provided, however, that such Food Trucks and vendors may not Park in a manner which threatens the health, safety, and welfare of District residents and guests, or causes property damage, and are subject to special instructions issued by the District for their Parking.

   c. Delivery Vehicles and Governmental Vehicles. Delivery Vehicles, including, but not limited to, Vehicles associated with U.S.P.S., U.P.S., Fed Ex, moving companies, and District vendors are exempt from this Policy while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also Park on District property while carrying out official duties.

SECTION 4. ENFORCEMENT.

A. *Towing.* Vehicles or Vessels Parked in violation of this Policy may be towed in the District's discretion and in accordance with the requirements and procedures set forth at Section 5 herein.

B. *Amenity Suspension.* The District may, in its discretion, suspend the amenity privileges of the owner or operator of any Vehicle or Vessel Parked in violation of this Policy, in accordance with the District's adopted *Suspension and Termination of Access Rule*.

SECTION 5. TOWING/REMOVAL PROCEDURES.

A. *Signage and Language Requirements.* Signage-provisioned notice will be approved by the District's Board of Supervisors and furnished and installed by the District's authorized towing contractor on District property and roadways in conspicuous locations and in a manner consistent with the requirements of section 715.07, *Florida Statutes.* No Vehicle or Vessel shall be towed pursuant to this Policy from any area that has not been properly posted with signage satisfying the requirements of section 715.07, *Florida Statutes*. The current list of active Tow-Away Zones shall be posted on the District's website and updated as reasonably necessary to reflect changes in signage and designation.

B. *Towing/Removal Authority.* To effect towing/removal of a Vehicle or Vessel, the District Manager, General Manager, Assistant General Manager or such manager's designee will first verify that the subject Vehicle or Vessel was not authorized to Park under this Policy. To the extent that the District has entered into an agreement with an authorized towing service in accordance with Section 5.C., any of the foregoing managers, in his or her sole discretion, may authorize the removal of any such unauthorized Vehicle or Vessel by issuing a separate, written authorization specific to that Vehicle or Vessel to the towing service in a form agreed upon in the towing agreement. The towing service shall not remove any Vehicle or Vessel from District property or District roadways absent such specific, prior written authorization from the District for each individual tow. Any such removal, including towing fees, release fees, storage fees, etc., shall be at the owner's expense. The Vehicle and/or Vessel shall be towed/removed by the towing service in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

C. *Agreement with Authorized Towing Service.* The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a company authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

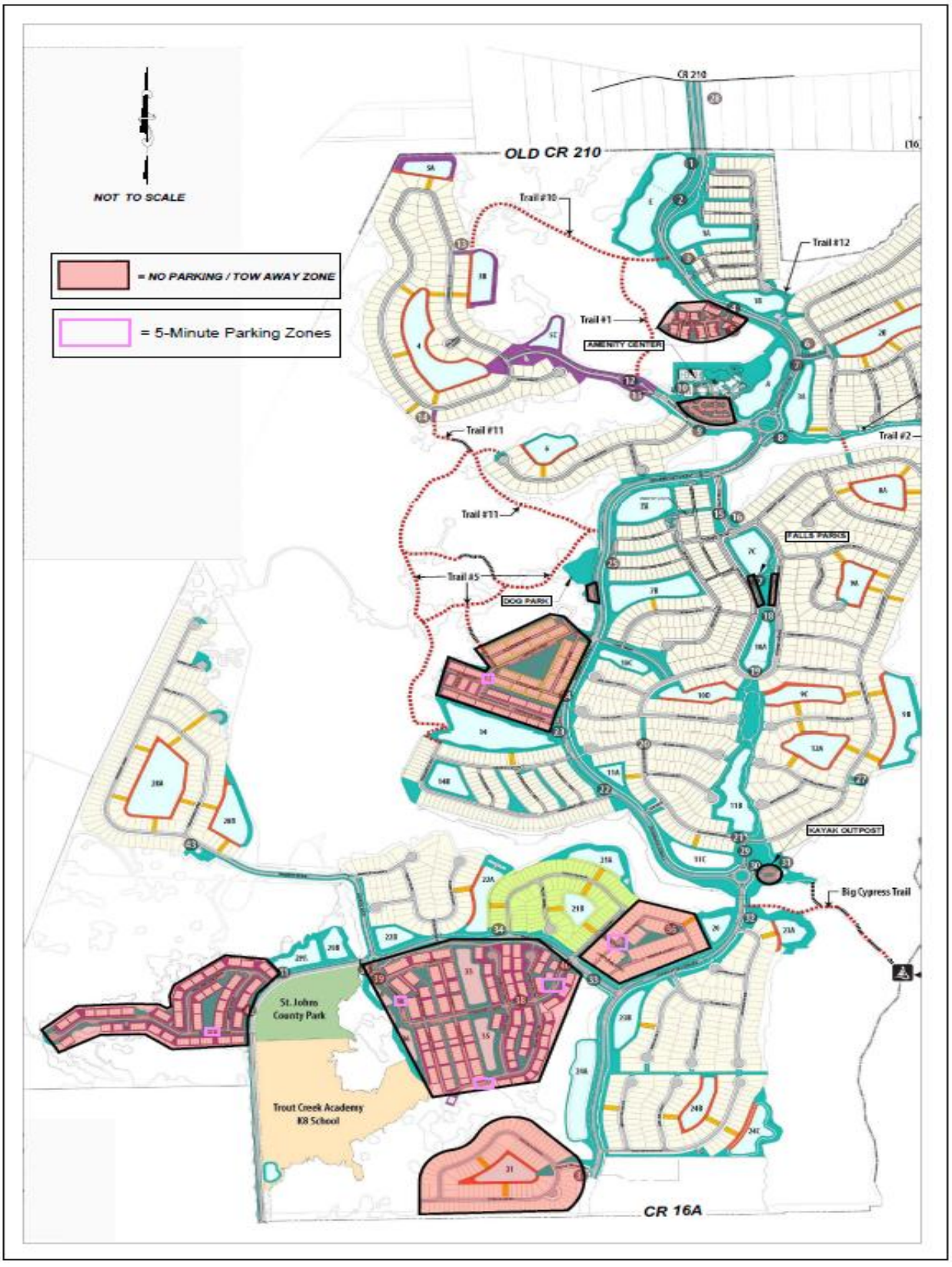
Section 6. Parking At Your Own Risk. Any permitted Parking pursuant to this Policy is at the driver's own risk. The District assumes no liability for any theft, vandalism, and/or damage that might occur to personal property and/or Vehicles or Vessels. Parking is subject to all applicable St. Johns County laws, ordinances, and regulations, and law enforcement may take action to enforce all such laws, ordinances, and regulations.

Section 7. Amendments. Designated Amenity Parking areas may be added to or removed from this Policy without a formal hearing by motion of the District's Board of Supervisors, subject to installation of proper signage, adoption of a new map, and compliance with all other requirements of Florida law. Requirements of this Policy may be suspended by the District's Board of Supervisors or by the District Manager for good cause. At the direction of the Board of Supervisors, the District Manager, General Manager, or Assistant General Manager (or such manager's designee) is authorized to activate or deactivate specific Tow-Away Zones within the eligible areas identified in Section 3.A and Exhibit A by causing (i) installation or removal of signage in accordance with Section 5.A, and (ii) corresponding updates to the active Tow-Away Zone list maintained on the District's website. No further Board action shall be required to implement Board-directed activation or deactivation of specific zones.

Exhibit A: Parking Map

Specific Authority: §§ 190.011(5), 190.012(2)(d), and 190.041, *Fla. Stat.*
Effective date: May 28, 2026

EXHIBIT A
AREAS ELIGIBLE FOR DESIGNATION AS TOW-AWAY ZONES



Return to Agenda Pg. 2

EXHIBIT 16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") is made and entered into as of the ____ day of May 2026, 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, with a mailing address of c/o FCS Management Group, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the "**District**"); and
>
> **SASH PROPERTIES LLC**, a Florida limited liability company, with a principal address of 4041 County Road 210 W, St. Johns, Florida 32259, which is under contract with WFC Ashford Mills Owner VII, L.L.C., a Delaware limited liability company (the "Owner"), to sell the Property (hereinafter defined) (the "**Commercial Developer**" and, together with the District the "**Parties**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, which was established for the purposes, among others, of owning, operating and maintaining various public infrastructure improvements, including roadways and related improvements; and

WHEREAS, the Owner is the fee owner of the Ashford Mills commercial parcel identified as St. Johns County Parcel No. 009945-0100, located at the corner of Shearwater Parkway and CR-210 (the "**Property**"), and has contracted with the Commercial Developer to sell the Property to Commercial Developer and the Commercial Developer has submitted a Major Modification application to St. Johns County with respect to the Ashford Mills Planned Unit Development ("**Major Modification**"), a site plan of which is attached hereto as **Exhibit A**; and

WHEREAS, in connection with the Major Modification, the Commercial Developer has requested: (a) authorization to pursue a Temporary Construction Easement ("**TCE**") over portions of District-owned rights-of-way for utility construction and access; and (b) written confirmation from the District granting vehicular and pedestrian access to and from Shearwater Parkway, including access to such rights-of-way for the construction of vehicular and pedestrian entry and exit connections, a District-owned road within the District; and

WHEREAS, the District is willing to support the Commercial Developer's pursuit of the Major Modification and to authorize the easement and access rights described herein, subject to the conditions set forth in this MOU; and

WHEREAS, the Parties warrant and agree that they have all right, power and authority to enter into and be bound by this MOU.

NOW, THEREFORE, in consideration of the mutual covenants and commitments set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. AUTHORIZATION TO PURSUE MAJOR MODIFICATION.

A. Subject to the terms and conditions of this MOU, the District hereby confirms that it does not object to the Commercial Developer pursuing the Ashford Mills Major Modification with St. Johns County. This MOU serves as the District's written authorization, without making any representations regarding other entities or persons that may need to grant approval prior to submitting such Major Modification, permitting the Commercial Developer to proceed with the Major Modification application and related submissions to the County, including the Commercial Developer's requests for: (a) vehicular and pedestrian access to and from Shearwater Parkway; and (b) exit-only vehicular access onto Pine Tree Lane, subject to Section 4 below. The District's authorizations and confirmations under this Section 2 are expressly subject to, and conditioned upon, the Commercial Developer's compliance with Section 2(C) below.

B. This MOU does not constitute final approval of any specific site plan or construction plans. The Commercial Developer's right to proceed to construction is conditioned upon satisfaction of all requirements set forth in this MOU, including District Engineer review and District written sign-off pursuant to Section 6.

C. Commercial Developer's Authority; Owner Joinder/Consent. The Commercial Developer represents, warrants, and covenants to the District that, notwithstanding anything to the contrary in this MOU: (i) as of the Effective Date, the Commercial Developer is under contract to acquire fee simple title to the Property from the Owner; and (ii) the Commercial Developer will not exercise any rights, perform any work, execute any easement instrument, or otherwise take any action under or in furtherance of this MOU that would purport to bind, encumber, or affect the Property or require the Owner's consent or joinder, unless and until either (a) the Commercial Developer has acquired fee simple title to the Property, or (b) the Commercial Developer has obtained the Owner's prior written consent and joinder to such action and to the applicable terms of this MOU, in form and substance reasonably acceptable to the District. The Commercial Developer will provide the District with reasonable evidence of compliance with this Section 2(C) (such as a recorded deed, title commitment, or executed Owner consent/joinder) prior to taking any such action. The District is entering into this MOU in reliance on this representation and covenant, and any breach of this Section 2(C) is a material breach of this MOU.

3. TEMPORARY CONSTRUCTION EASEMENT AUTHORIZATION.

A. The District hereby authorizes the Commercial Developer to apply for and obtain a TCE over those portions of District-owned rights-of-way, including within Shearwater Parkway and Pine Tree Lane, as reasonably necessary to: (a) construct utilities (water, sewer, electricity, and related infrastructure) serving the Property; and (b) access such rights-of-way for utility connection construction; and (c) access to such rights-of-way for the construction of vehicular and pedestrian entry and exit connections to Shearwater Parkway.

B. The specific areas subject to the TCE, the duration of the TCE, and all conditions governing construction activities within the TCE area shall be memorialized in a separate written easement instrument to be negotiated and executed by the parties prior to any construction activity. A preliminary form of such TCE is attached hereto as **Exhibit B**. The Commercial Developer shall submit accompanying construction plans and metes and bounds legal description to District Counsel for review and approval prior to commencing construction within any District property or right-of-way.

C. The TCE shall be temporary in nature and shall automatically expire upon the earlier of: (a) substantial completion of all utility and access improvements within the TCE; or (b) such date as is specified in the executed TCE instrument.

4. VEHICULAR AND PEDESTRIAN ACCESS; PINE TREE LANE EXIT CONDITIONS.

A. Subject to compliance with all County requirements and the conditions of this MOU, the District hereby confirms its intent to grant the Commercial Developer vehicular and pedestrian access to and from Shearwater Parkway, including access to such rights-of-way for the construction of vehicular and pedestrian entry and exit connections. Final access rights shall be memorialized in a separate easement or access agreement consistent with this MOU.

B. With respect to Pine Tree Lane, the District's support for access is limited to exit-only, right-turn-only vehicular egress, consistent with St. Johns County's direction that the connection be configured to discourage left-turn movements into the commercial complex from Pine Tree Lane. The following conditions are material terms of the District's consent and shall be incorporated into all final plans, County applications, easement instruments, and approvals:

1. **Pine Tree Lane Access – Exit-Only / Right-Turn-Only**. The Commercial Developer shall design, engineer, and construct any access connection onto Pine Tree Lane as a one-way, exit-only,

right-turn-only egress point. The design shall incorporate signage, pavement markings, geometric design features, or other physical measures, as approved by the County and the District, sufficient to prevent or discourage left-turn movements onto Pine Tree Lane.

2. **No Left Turn**. The Commercial Developer will not, and will cause its successors, assigns, tenants, and occupants of the Property not to, create, permit, or encourage any vehicular access configuration that results or could result in left-turn movements from the Property onto Pine Tree Lane, including in the direction toward the adjacent school. This obligation shall run with the Property and survive the termination of this MOU.

C. All access points and internal traffic circulation design shall comply with applicable County requirements and shall be subject to District Engineer review pursuant to Section 6.

5. GOLF CART PATH EXTENSION.

A. The District supports a golf cart path extension to the Property, subject to the following conditions and limitations, consistent with the Board's direction and the District Engineer's guidance:

1. **Scope of Extension**. Any approved golf cart path extension shall be limited to a new 12-foot-wide path running east along the north side of Pine Tree Lane for approximately ten (10) feet, then immediately turning north to access the Property at its southwest corner. The District will install the shortest feasible section of path connection, consistent with the Board's direction to minimize the extension. Except as the Parties may otherwise agree in writing prior to execution of this MOU as set forth in Section 5(A)(4), the cost of such installation shall be borne 100% by the Commercial Developer.

2. **No Extension Toward School**. The golf cart path extension shall not extend along Pine Tree Lane in the direction of the adjacent school and shall not facilitate golf cart access toward such corridor.

3. **Engineer Confirmation Required**. Prior to the District's final commitment to the cart path extension, the Commercial Developer shall cause its engineer to confirm, in writing, that vehicular and golf cart access at the southwest corner of the Property is physically viable, and shall provide such confirmation to the District Engineer for review.

4. **Cost Responsibility.** All costs associated with the design, permitting, engineering, and construction of the golf cart path

extension attributable to the Ashford Mills development and Property, including the new path section north of Pine Tree Lane (collectively, the "**Extension Costs**"), will be borne by the Commercial Developer. The Commercial Developer's cost reimbursement obligations with respect to the District's maintenance of the extension are set forth in Section 7.

5. **Separate Permanent Easement**. To the extent the cart path extension crosses or is located within any District-controlled right-of-way, the Parties agree to negotiate and execute a separate permanent easement instrument governing the cart path, consistent with the District's prior indication that a permanent easement for Pine Tree Lane access may be appropriate for the cart path connection.

6. DISTRICT ENGINEER REVIEW AND SIGN-OFF ON CONSTRUCTION PLANS.

A. Prior to the County's final approval and sign-off on construction plans for the Major Modification, and prior to the Commercial Developer commencing any construction activity within District rights-of-way or other property, the Commercial Developer shall submit complete construction plan sets affecting such rights-of-way or the Property to the District Engineer (Michael J. Yuro, P.E., Yuro & Associates, LLC) for review and written approval ("**District Engineer Review**"). The Commercial Developer shall not proceed to construction affecting such rights-of-way or the Property until the District Engineer Review is completed and written approval is issued, regardless of whether the County has approved the construction plans. County approval of construction plans shall not substitute for or satisfy the requirement to obtain District Engineer written approval, and any County approval obtained without prior District Engineer Review shall be of no force or effect with respect to District rights-of-way or property.

B. The District Engineer Review shall encompass, without limitation: (a) vehicular access and circulation design, including the Pine Tree Lane connection, if feasible under the Commercial Developer's plans; (b) the golf cart path extension design and connection at the southwest corner of the Property, if feasible under the Commercial Developer's plans; (c) utility connections within the TCE; (d) stormwater, drainage, and infrastructure impacts on District facilities; and (e) any proposed improvements within or adjacent to Shearwater Parkway or Pine Tree Lane.

C. The District reserves the right to review the County's final approved construction plans prior to the Commercial Developer proceeding to construction affecting such rights-of-way or the property, and the

Commercial Developer shall provide the District with a copy of all County-approved final construction plans within five (5) business days of receipt.

D. The District Engineer shall use commercially reasonable efforts to complete the District Engineer Review within fifteen (15) calendar days of receipt of complete construction plan sets.

7. MAINTENANCE OBLIGATIONS.

A. Entrance and Roadway Maintenance Cost-Share.. Upon issuance of a certificate of occupancy for any portion of the Ashford Mills commercial development/building on the Property, the Commercial Developer shall contribute to the ongoing maintenance costs of the shared entrance and roadway area serving the Property, as generally depicted on **Exhibit C**, on a pro-rata and equitable basis in the amount of five thousand dollars ($5000.00) per year to be paid on October 1 of each year, with an adjustment of a three percent (3%) increase per year after the first year. The obligation to pay such amount will be in the form of a separate maintenance cost-sharing agreement covenant recorded no later than the date of issuance of the first certificate of occupancy for any portion of the Ashford Mills commercial development/building on the Property. This cost share arrangement will be a covenant running with the land and will bind all successors in interest and assigns. The Commercial Developer's cost-sharing obligation will commence upon issuance of a certificate of occupancy for any portion of the Ashford Mills commercial development/building on the Property.

B. Extensions and Improvements Maintenance. The Commercial Developer will be solely responsible for the maintenance, repair, and replacement of any improvements constructed by or on behalf of the Commercial Developer within the TCE or any easement area. The District, once constructed, agrees to maintain the golf cart path extension for consistency with the remainder of the District's cart path network; provided, however, that the Owner shall reimburse its proportionate share (to be determined) to the District for all maintenance, repair, and replacement costs reasonably attributable to the golf cart path extension section, within thirty (30) days of receipt of invoice. Such reimbursement obligations are ongoing and shall survive the termination of the TCE.

C. Restoration Obligation. Upon completion of construction activities within any District right-of-way, TCE, or other easement area, the Commercial Developer is solely responsible to restore all affected roads, landscaping, signage, and infrastructure to the same or better condition as existed prior to commencement of construction. Restoration work is subject to inspection and written acceptance by the District Engineer.

8. FUNDING OF DISTRICT COSTS; FUNDING AGREEMENT.

A. The Commercial Developer is solely responsible for all costs incurred by the District in connection with the review, processing, and implementation of this MOU and the Major Modification, including without limitation the District Engineer fees and costs and District Counsel legal fees and costs, not to exceed a maximum sum of $3,500 combined. Such amounts must be paid within thirty (30) calendar days of invoicing.

B. Funding Agreement. The Commercial Developer will advance a deposit to the District in an amount of Two-Thousand Dollars ($2,000.00), to be held and applied against District costs as incurred. The District will provide the Commercial Developer with periodic invoices documenting costs charged against the deposit. The Commercial Developer will replenish the deposit to the agreed level within five (5) business days of written notice that the balance has fallen below Five Hundred Dollars ($500.00). Any unused balance will be refunded to the Commercial Developer upon completion of the Major Modification review process and final District sign-off.

C. The Commercial Developer's cost reimbursement obligations under this Section are a material condition of the District's ongoing cooperation and will survive any expiration or termination of this MOU until all District costs are fully reimbursed.

9. COUNTY COMPLIANCE; CONDITIONS PRECEDENT.

A. All access points, easements, improvements, and activities authorized by this MOU are conditioned upon the Commercial Developer obtaining all required County approvals, permits, and authorizations, including approval of the Major Modification. The District's consent under this MOU does not supersede or substitute for any required County action.

B. The Commercial Developer acknowledges that the District's support for the Major Modification is expressly conditioned upon the Commercial Developer satisfying all applicable County requirements, and that the District's authorization under this MOU may be suspended or revoked if the Commercial Developer fails to comply with County requirements or the terms of this MOU.

10. INSURANCE; INDEMNIFICATION.

A. Insurance. Prior to commencing any construction activity within District rights-of-way or easement areas, the Commercial Developer shall obtain and maintain, at its sole cost, the following insurance, naming the District as additional insured. Evidence of such insurance shall be provided to the District prior to commencement of any work:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida (as applicable).
2. Commercial General Liability Insurance covering the Commercial Developer's legal liability for bodily injuries, with limits of not less than $1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    i. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
3. Automobile Liability Insurance for bodily injuries in limits of not less than $1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Commercial Developer of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "**Additional Insureds**") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The Commercial Developer shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. 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, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.

C. Indemnification. The Commercial Developer agrees to defend, indemnify, and hold harmless the District and its officers, supervisors, staff, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the exercise of any rights granted under this MOU by the Commercial Developer, its subcontractors, its employees, or its agents, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto, but only to the extent such claims and/or losses arise as a result of the Commercial Developer's negligence, willful misconduct, or breach of this MOU. This provision shall relate to any acts or omissions by the Commercial Developer, its employees, agents, or subcontractors.

D. For purposes of this Section, "acts or omissions" on the part of the Commercial Developer's officers, directors, agents, assigns, or employees includes, but is not limited to, the construction activities within District rights-of-way or easement areas in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over such services, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed the Commercial Developer in writing not to obtain such permit, license, certification, consent, or other approval.

11. TERM; TERMINATION.

A. Term. This MOU shall be effective upon execution by the Parties and shall remain in effect until the earlier of: (a) the Major Modification receives final County approval, the District has provided written sign-off on final construction plans affecting such rights-of-way or the property, all easement instruments have been fully executed, and the maintenance cost-sharing agreement required by Section 7(A) has been fully executed; (b) twenty-four (24) months from the date of execution of this MOU, unless extended by mutual written agreement of the Parties; or (c) termination pursuant to Section 11(B) or by mutual written agreement of all of the Parties.

B. Termination. The District may terminate this MOU upon thirty (30) days' written notice to the other Parties or may immediately terminate this MOU for cause and upon written notice to the other Parties. The Commercial Developer may terminate this MOU only upon thirty (30) days' written notice to the District; provided, however, that any such termination by the Commercial Developer shall not relieve the Commercial Developer of any obligation to execute easement instruments, maintenance agreements, or other documents required hereunder that relate to approvals already obtained, and shall not authorize the Commercial Developer to use any District approvals or authorizations obtained under this MOU following such termination.

C. Sections 2(C), 4, 5, 6, 7, 8, 9, 10, and 12 shall survive any termination of this MOU.

12. GENERAL PROVISIONS.

A. Entire Agreement. This instrument, together with the exhibits, shall constitute the final and complete expression of the entire understanding of the Parties and no representations or promises have been made except those that are specifically set out in this instrument. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this MOU are waived, merged herein and superseded.

B. Amendments. Amendments to and waivers of the provisions contained in this MOU may be made only by an instrument in writing which is executed by both Parties hereto.

C. Authorization. The execution of this MOU has been duly authorized by the appropriate body or official of the Parties hereto, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this MOU.

D. Third Party Beneficiaries. This MOU is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third party not a formal party to this MOU. Nothing in this MOU expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this MOU or any of the provisions or conditions of this MOU; and all of the provisions, representations, covenants, and conditions contained in this MOU shall be binding upon the District and the Commercial Developer and their respective representatives, successors, and assigns, but shall not inure to the benefit of any party other than the District and the Commercial Developer and their respective permitted successors and assigns.

E. Assignment. Neither the District nor the Commercial Developer may assign this MOU or any monies to become due hereunder without the prior written approval of the other Party, except that the Commercial Developer may assign this MOU without District consent to any entity in which Sam Palli holds a controlling interest, provided that the Commercial Developer provides the District with at least fifteen (15) days' prior written notice of such assignment, the assignee assumes all obligations of the Commercial Developer hereunder in writing, and the assignee demonstrates to the District's reasonable satisfaction that it has the financial capacity to perform such obligations. Any other purported assignment without prior written District approval shall be void.. Any other purported assignment without prior written District approval shall be void.

F. Controlling Law; Venue. This MOU and the provisions contained in this MOU shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida. In any litigation arising under this MOU, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. Severability. The invalidity or unenforceability of any one or more provisions of this MOU shall not affect the validity or enforceability of the

remaining portions of this MOU or any part of this MOU not held to be invalid or unenforceable.

H. Headings for Convenience Only. The descriptive headings in this MOU are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this MOU.

I. Counterparts. This MOU 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.

J. Negotiation at Arms-Length. This MOU has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this MOU and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this MOU, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

K. E-Verify. The Commercial Developer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Commercial Developer 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 performing work under this MOU and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the MOU immediately for cause if there is a good faith belief that the Commercial Developer has knowingly violated Section 448.095, *Florida Statutes*. By entering into this MOU, the Commercial Developer represents that no public employer has terminated a contract with it under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this MOU.

L. Anti-Human Trafficking. The Commercial Developer certifies, by acceptance of this MOU, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Commercial Developer agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if the Commercial Developer refuses to sign said affidavit, the District may terminate this MOU immediately.

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

A. **If to Commercial Developer:** SASH Properties LLC
4041 County Road 210 W
Saint Johns, FL 32259
Attn: Sam Palli

B. **If to the District:** Trout Creek Community Development District
c/o FCS Management Group, LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Trout Creek CDD, District Counsel

Except as otherwise provided in this MOU, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. Eastern Time or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this MOU 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 Owner may deliver Notice on behalf of the District and Owner. 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.

14. **PUBLIC RECORDS.** The Commercial Developer understands and agrees that all documents of any kind provided to the District in connection with this MOU may be public records, and, accordingly, the Commercial Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Owner acknowledges that the designated public records custodian for the District is **Vesta District Services** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Owner shall 1) keep and maintain public records required by the District to perform the service; 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 this MOU's term and following the contract term if the Owner does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Owner's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. If the Owner chooses to keep and maintain public records upon completion of the contract, the Owner shall meet all applicable requirements for retaining public records and transfer the records to the District

at no cost upon request of the District's Public Records Custodian. When such public records are transferred by the Owner, the Owner 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, or in the native format in which the records are maintained if specifically requested by the District. Any documents provided in PDF format must be accessible and comply with PDF/UA (ISO 14289) standards and WCAG 2.1 Level AA requirements, including proper tagging, reading order, and compatibility with assistive technologies.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, PUBLICRECORDS@VESTAPROPERTYSERVICES.COM, OR BY MAIL C/O VESTA DISTRICT SERVICES, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

IN WITNESS WHEREOF, the Parties execute this MOU to be effective the day and year first written above.

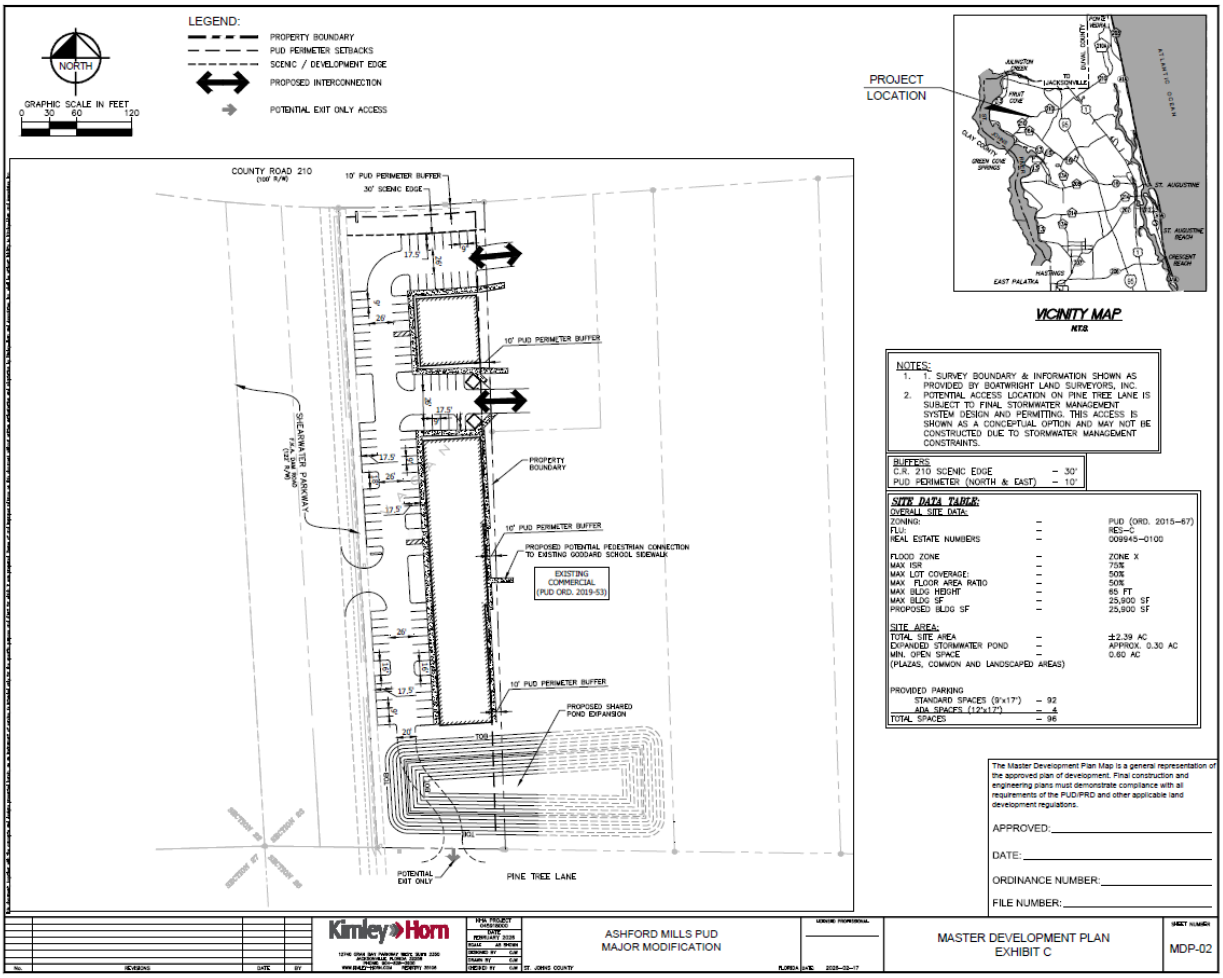
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

SASH PROPERTIES LLC

_____
By: _____
Its: _____

Exhibit A



VICINITY MAP
NTS

NOTES:
1. SURVEY BOUNDARY & INFORMATION SHOWN AS PROVIDED BY BOATWRIGHT LAND SURVEYORS, INC.
2. POTENTIAL ACCESS LOCATION ON PINE TREE LANE IS SUBJECT TO FINAL STORMWATER MANAGEMENT SYSTEM DESIGN AND PERMITTING. THIS ACCESS IS SHOWN AS A CONCEPTUAL OPTION AND MAY NOT BE CONSTRUCTED DUE TO STORMWATER MANAGEMENT CONSTRAINTS.

BUFFERS:	
C.R. 210 SCENIC EDGE	– 30'
PUD PERIMETER (NORTH & EAST)	– 10'

SITE DATA TABLE:

OVERALL SITE DATA:		
ZONING:	–	PUD (ORD. 2015-67)
FLU:	–	RES-C
REAL ESTATE NUMBERS	–	009945-0100
FLOOD ZONE	–	ZONE X
MAX ISR	–	75%
MAX LOT COVERAGE:	–	50%
MAX FLOOR AREA RATIO	–	50%
MAX BLDG HEIGHT	–	65 FT
MAX BLDG SF	–	25,900 SF
PROPOSED BLDG SF	–	25,900 SF
SITE AREA:		
TOTAL SITE AREA	–	±2.39 AC
EXPANDED STORMWATER POND	–	APPROX. 0.30 AC
MIN. OPEN SPACE (PLAZAS, COMMON AND LANDSCAPED AREAS)	–	0.60 AC
PROVIDED PARKING		
STANDARD SPACES (9'x17')	– 92	
ADA SPACES (12'x17')	– 4	
TOTAL SPACES	– 96	

The Master Development Plan Map is a general representation of the approved plan of development. Final construction and engineering plans must demonstrate compliance with all requirements of the PUD/PRD and other applicable land development regulations.

APPROVED: _____

DATE: _____

ORDINANCE NUMBER: _____

FILE NUMBER: _____

No.	REVISIONS	DATE	BY	Kimley»Horn	ASHFORD MILLS PUD MAJOR MODIFICATION	MASTER DEVELOPMENT PLAN EXHIBIT C
					ST. JOHNS COUNTY	MDP-02

Exhibit B
Form of Easement

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Jennifer Kilinski, Esq.
Kilinski | Van Wyk, PLLC
517 E. College Avenue,
Tallahassee, 32301

Folio/Parcel ID No.: 009945-0100

Temporary Construction Easement
(Utility Construction and Right-of-Way Access)

This Temporary Construction Easement (the "Easement") is made and entered into this ____ day of _____ 2026 by and between TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o FCS Management Group, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, hereinafter referred to as "Grantor," and WFC ASHFORD MILLS OWNER VII, L.L.C., a Delaware limited liability company, with a mailing address of 900 N Michigan Ave, Suite 1900, Chicago, IL 60611, the fee owner of the Property (the "Owner"), and SASH PROPERTIES LLC, a Florida limited liability company, with a principal address of 4041 County Road 210 W, St. Johns, Florida 32259, which is under contract with WFC Ashford Mills Owner VII LLC to develop the Property (the "Commercial Developer") (the Owner and the Commercial Developer are collectively, hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner of those certain rights-of-way identified as Shearwater Parkway and Pine Tree Lane, District-owned roads located within the Trout Creek Community Development District in St. Johns County, Florida (the "Easement Parcel"), more particularly described in the Legal Description and sketch attached hereto as **Composite Exhibit A**; and

WHEREAS, Owner is the fee owner of that certain commercial parcel identified as St. Johns County Parcel No. 009945-0100, located at the corner of Shearwater Parkway and CR-210, St. Johns County, Florida (the "Property"), which requires temporary access across the Easement Parcel for the construction and installation of utilities (including water, sewer, electricity, and related infrastructure) and other infrastructures necessary to serve the Property, and for access to the rights-of-way of Shearwater Parkway and Pine Tree Lane for utility connection construction; and for access to such rights-of-way for the construction of vehicular and pedestrian entry and exit connections to Shearwater Parkway, all in connection with the Ashford Mills Planned Unit Development Major Modification (the "Project"); and

WHEREAS, Grantor and Grantee have entered into that certain Memorandum of Understanding dated _____ 2026 (the "MOU") setting forth the terms and conditions under which Grantor agreed to authorize Grantee to apply for and obtain this Easement; and

WHEREAS, Grantor and Grantee mutually wish to enter into this Temporary Construction Easement to allow Grantee and its designated, licensed contractors and subcontractors to access and perform construction activities within the Easement Parcel on a temporary basis for the purposes set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee and its designated, licensed contractors and subcontractors a non-exclusive, temporary construction easement in gross, personal to Grantee, over, across, and within the Easement Parcel, limited to the area identified in the attached **Composite Exhibit A**, for the purpose of allowing Grantee and such contractors and subcontractors to access, construct, install, and connect utilities and other infrastructure, and construction of vehicular and pedestrian entry and exit connections to Shearwater Parkway, including without limitation water lines, sewer lines, electrical conduit, junction boxes, and all associated equipment and appurtenances (collectively, the "Work"), for the benefit of the Property, with access rights to be exercised at reasonable times, in, on, over, under, across, and along that certain real property (the "Easement Parcel") located in the County of St. Johns, State of Florida, more particularly described in the Legal Description attached hereto as **Composite Exhibit A** and incorporated herein by reference. Grantee shall ensure that any contractors and subcontractors exercising rights under this Easement complies with all terms and conditions hereof, and Grantee shall remain jointly and severally liable for any acts or omissions of its designated contractors and subcontractors.

1. **Grant of Easement**. Grantor agrees for itself and its successors and assigns that the Work constructed within the Easement Parcel by Grantee or any contractors and subcontractors designated by Grantee shall remain the personal property of Grantee and may not be altered, obstructed, or removed by Grantor without the express written consent of Grantee. Grantee and its designated contractors and subcontractors, and their respective agents and employees, shall have the right to trim or cut trees and roots in the Easement Parcel that endanger or interfere with the Work, only with prior written approval from Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed, and shall have access to the Work for the purpose of exercising the rights herein granted. Grantee shall be responsible for ensuring that any contractors and subcontractors exercising rights hereunder complies with all obligations of this Easement, and Grantee shall remain strictly liable for any damage to the Easement Parcel or injury to persons caused by the installation, maintenance, or use of the Work by Grantee or any of its designated contractors and subcontractors, and shall promptly repair such damage at its sole cost and expense. In making any excavation on the Easement Parcel, Grantee and its contractors and subcontractors shall do so in such manner as will cause the least injury to the surface of the ground around such excavation. Grantee shall, and shall cause its contractors and

subcontractors to, at its sole cost and expense, promptly restore the surface of the Easement Parcel and any adjacent portions of Grantor's property disturbed by Grantee's activities to substantially the same condition that existed immediately prior to such disturbance, including replacement of sod, landscaping, pavement, sidewalks, or other improvements. Such restoration shall be completed within fifteen (15) business days following completion of any work within the Easement Parcel, and if Grantee fails to complete such restoration within this timeframe, Grantor may complete the restoration and bill Grantee for all actual costs incurred, plus a fifteen percent (15%) administrative fee, which Grantee shall pay within thirty (30) days of invoice. Failure to pay such invoice within the thirty (30) day period shall constitute a material breach of this Easement and shall accrue interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by Florida law, whichever is less.

2. **Indemnification**.

   a. To the fullest extent permitted by law, and in addition to any other obligations of Grantee under this Easement or otherwise, Grantee shall indemnify, hold harmless, and defend Grantor and its respective officers, supervisors, employees, staff, managers, agents, contractors and subcontractors (together, the "Indemnitees") from and against any and all claims, liabilities, damages, losses, expenses, and costs, including, but not limited to, reasonable attorneys' fees and costs of litigation, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of Grantee, or any employee, agent, contractor, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to construct, install, maintain, operate, or remove the Work, (ii) the Grantee's performance of, or failure to perform, the Grantee's obligations pursuant to this Easement or the Grantee's performance of any activities in connection therewith, or (iii) any breach of any warranty, representation, covenant, or agreement made by Grantee in this Easement.

   b. To the extent required by Florida law to make the provisions of any indemnification, defense, or hold harmless provision of this Easement enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless, and defense obligation shall not exceed One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate, the amount of which bears a reasonable commercial relationship to the Easement, the potential risks involved, and the scope of work contemplated herein. In the event that any indemnification, defense, or hold harmless provision of this Easement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees.
   c. Subject to Section 6(a) below and the limitations on Grantor's liability set forth in Section 9, a default by either party under this Easement shall entitle the other party to all remedies available at law or in equity, except that Grantor's liability shall be subject to the limitations of sovereign immunity and Section 768.28, Florida Statutes. In the event that either the Grantor or Grantee is required to enforce this

Easement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

3. **Easement Conditions**. The Easement rights granted herein are for the purposes contemplated by this Easement only and are thereby limited to the scope of the Easement granted herein and solely within the Easement Parcel. Grantee and its designated contractors and subcontractors shall use all due care to accomplish their work without damage to the Easement Parcel and surrounding areas. Grantee shall assume responsibility for any and all damage to any real or personal property of the Grantor or any third parties as a direct result of Grantee's or its contractors' use of the Easement Parcel under this Easement. Grantee shall be responsible for returning the Easement Parcel to substantially the same condition that existed immediately prior to the damage should any damage occur. In addition, Grantee shall: (a) provide Grantor and Grantor's District Engineer with complete construction plan sets affecting such rights-of-way or the property prior to commencing any construction activity within the Easement Parcel; (b) comply with all applicable federal, state, and local laws, regulations, permits, and approvals in connection with the Work, including without limitation any permits required by St. Johns County; (c) not unreasonably interfere with the use of Shearwater Parkway or Pine Tree Lane by Grantor, residents, or the public, and shall maintain safe traffic flow and pedestrian access at all times, coordinating any temporary lane closures or road restrictions with Grantor's District Manager and District Engineer in advance; and (d) comply with all construction plan requirements as approved by the District Engineer pursuant to Section 6 of the MOU prior to commencing any work within the Easement Parcel. The Owner and the Commercial Developer, constituting the Grantee hereunder, shall be jointly and severally liable for all obligations, covenants, indemnities, and liabilities of Grantee under this Easement, and Grantor may enforce any such obligation against either or both of them without first proceeding against the other.

4. **Property Damage**. Any property damage, including but not limited to landscape and sod replacement, irrigation systems, drainage systems, signage, lighting, fencing, pavement, or any other improvements, caused by the construction of the Work or other activities of the Grantee, its designated contractors and subcontractors, or their respective employees, agents, contractors or subcontractors, shall be repaired within thirty (30) days of notice to the Grantee of such damage (or discovery by Grantor if earlier), except:

    a. for conditions that warrant a faster repair time, i.e., for impacts to utility services such as water, sewer, stormwater, electrical, cable, or internet, or any condition posing a safety hazard, such repair shall be commenced within four (4) hours and completed within forty-eight (48) hours of notice, regardless of day of the week; and
    b. for conditions beyond the Grantee's reasonable control or damage that is not reasonably capable of being cured within a thirty (30) day period, in which case the Grantee will diligently work to complete such repairs promptly.

If the Grantee fails to commence repairs within the time limits prescribed above, the Grantor may (but shall not have the obligation to) undertake the repairs itself and bill the Grantee for the actual and reasonable costs thereof, plus a fifteen percent (15%) administrative fee. Grantee shall pay such invoice within thirty (30) days of receipt. To secure Grantee's repair and restoration obligations under this Easement, Grantee shall provide Grantor with (i) an irrevocable letter of credit or performance bond in the amount of Twenty Five Thousand Dollars ($25,000.00) from a financial institution or surety rated at least A- by A.M. Best or equivalent rating agency and acceptable to Grantor in its reasonable discretion or (ii) in the alternative, Twenty-Five Thousand Dollars ($25,000.00) in cash deposited in an interest-bearing escrow account, with interest accruing to the Commercial Developer. Such letter of credit, bond, or cash escrow shall be provided prior to the commencement of any construction within the District's property or rights-of-way, shall remain in effect for the duration of this Easement plus three (3) months following any expiration or termination, and may be drawn upon by Grantor to cover repair costs if Grantee fails to timely perform its obligations. The letter of credit or bond shall contain automatic renewal provisions or Grantee shall provide a replacement at least sixty (60) days prior to expiration.

5. **Assignment.** This Easement is in gross and personal to Grantee and may not be assigned or transferred without the prior written approval of Grantor, except that the Grantee may assign its rights and obligations under this Easement without Grantor's prior written consent to any entity in which Sam Palli holds a controlling interest, provided that: (i) Grantee provides Grantor with written notice of such assignment prior to the effective date thereof; (ii) the assignee assumes in writing all obligations of Grantee under this Easement; and (iii) the assignee provides Grantor with evidence of insurance as required under Section 8 and replacement security as required under Section 4 prior to the effective date of such assignment. Any other purported assignment without prior written Grantor approval shall be void and shall constitute a material breach of this Easement. Notwithstanding the foregoing, Grantee may, without Grantor's consent, designate one or more licensed contractors and subcontractors to exercise access and construction rights under this Easement, provided that Grantee remains primarily liable for such parties' compliance with all terms hereof.

6. **Commercial Developer's Rights Tied to Commercial Developer Status.** The Commercial Developer's rights as a constituent member of Grantee under this Easement are personal to the Commercial Developer and are conditioned upon the Commercial Developer's continuing engagement by the Owner to develop the Property. If the Commercial Developer's engagement with the Owner is terminated, expires, or is otherwise discontinued, then the Commercial Developer's rights as a constituent member of Grantee shall automatically terminate, and the Owner shall thereafter constitute the sole Grantee under this Easement; provided that any obligations of the Commercial Developer accrued through the date of such termination, including without limitation indemnity, insurance, and restoration obligations, shall survive. The Owner shall provide Grantor with prompt written notice of any such termination of the Commercial Developer's engagement. A successor Commercial Developer may be added as a constituent member of Grantee only

by written amendment to this Easement signed by Grantor, the Owner, and the successor Commercial Developer.

7. **Termination.**

   a. Default. In the event either Party defaults in the performance of any of the material terms of this Easement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of such default and identifying the specific provision in this Easement which gives rise to the default. The defaulting Party shall have thirty (30) days after receipt of such notice to either (i) cure the default or (ii) if such default is incapable of cure within such thirty (30) day period, commence curing the default within such thirty (30) day period and diligently pursue such cure to completion. In the event the defaulting Party fails to do so, the non-defaulting Party may terminate this Easement upon thirty (30) days' written notice. Termination shall not relieve either party of obligations that accrued prior to termination, including but not limited to Grantee's obligations under Sections 1, 2, 3, 4, 7, and 8, which shall survive termination.

   b. Expiration. This Easement shall automatically expire upon the earlier of: (i) substantial completion of all Work within the Easement Parcel, as confirmed in writing by the District Engineer; or (ii) such specific expiration date as may be mutually agreed upon in writing by both parties. For purposes of this Easement, "substantial completion" means the point at which all utility construction activities within the Easement Parcel are complete, all restoration required by Sections 1 and 4 has been performed to the satisfaction of the District Engineer, and written confirmation of the same has been issued by Grantor. Upon expiration, all rights of access and construction granted hereunder shall terminate automatically, and Grantee shall have no further right to access or use the Easement Parcel for construction purposes. Grantee's obligations under Sections 1, 2, 3, 4, 7, and 8 shall survive such expiration.

8. **Restoration Upon Expiration or Termination.** Upon expiration or termination of this Easement, the Grantee shall, within thirty (30) days, complete all restoration required by Sections 1 and 4 hereof and shall remove any temporary staging, equipment, materials, or other items placed by Grantee within the Easement Parcel that are not part of the permanent utility improvements, restoring the Easement Parcel to substantially the same condition as existed prior to commencement of the Work. Grantee shall promptly repair any damage to the Easement Parcel caused by such restoration activities within thirty (30) days of completion. If Grantee fails to timely complete restoration and removal, Grantor may (i) perform such restoration and removal at Grantee's expense, plus a fifteen percent (15%) administrative fee, or (ii) deem any temporary materials or equipment remaining on the Easement Parcel after such thirty (30) day period as abandoned, with ownership vesting in Grantor "AS IS" and "WHERE IS," provided that Grantee shall remain liable for any environmental contamination, hazardous materials, or safety hazards associated with such

abandoned materials, and Grantor reserves the right to require removal and seek damages at any time if such abandoned materials create any hazard or liability.

9. **Insurance.** The Grantee shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than One Million Dollars ($1,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars ($1,000,000) per accident and in the aggregate. The Grantee will provide the Grantor with a certificate evidencing such insurance prior to commencing any work hereunder and shall add the Trout Creek Community Development District, its supervisors, officers, staff, and agents as additional insured parties on a primary and non-contributory basis. All insurance policies shall contain a waiver of subrogation in favor of Grantor. No certificate shall be acceptable to Grantor 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 Grantor. The insurance requirements shall survive termination of this Easement for any claims arising during the term.

10. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of the Grantor's sovereign immunity or the Grantor's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Easement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

11. **Applicable Law and Venue.** This Easement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for St. Johns County, Florida. In any litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including expert witness fees and costs of investigation. Grantee waives any right to jury trial for any dispute arising under this Easement.

[Signature page to Grant of Easement below]

Executed as of the date first written above.

WITNESSES

GRANTOR:
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____

_____
Print Name

_____ By:_____
Name:
_____ Title: Chairperson, Board of Supervisors
Print Name

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me [__] in person or [__] by online notarization, this ___ day of _____ 2026, by _____, as Chairperson of the TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT. He/she [__] is (personally known to me) or [__] has presented _____(type of identification) as identification and [__] did/[__] did not take an oath.

Witness my hand and official seal.

_____
Notary Public

_____
(Print Name)

My commission expires: _____

WITNESSES

GRANTEE:
WFC ASHFORD MILLS OWNER VII, L.L.C.

_____

_____
Print Name

_____ By:_____
Name:
_____ Title:
Print Name

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me [__] in person or [__] by online notarization, this ___ day of _____ 2026, by _____, as _____ of WFC Ashford Mills Owner VII, L.L.C., a Delaware limited liability company, who acknowledged that he/she is authorized to execute this instrument on behalf of the company. He/she [__] is (personally known to me) or [__] has presented _____(type of identification) as identification and [__] did/[__] did not take an oath.

Witness my hand and official seal.

_____
Notary Public

_____
(Print Name)

My commission expires: _____

WITNESSES

GRANTEE:
SASH PROPERTIES LLC

_____

_____
Print Name

_____ By:_____
Name:
Title:

_____
Print Name

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me [__] in person or [__] by online notarization, this ___ day of _____ 2026, by _____, as _____ of SASH Properties LLC, a Florida limited liability company, who acknowledged that he/she is authorized to execute this instrument on behalf of the company. He/she [__] is (personally known to me) or [__] has presented _____(type of identification) as identification and [__] did/[__] did not take an oath.

Witness my hand and official seal.

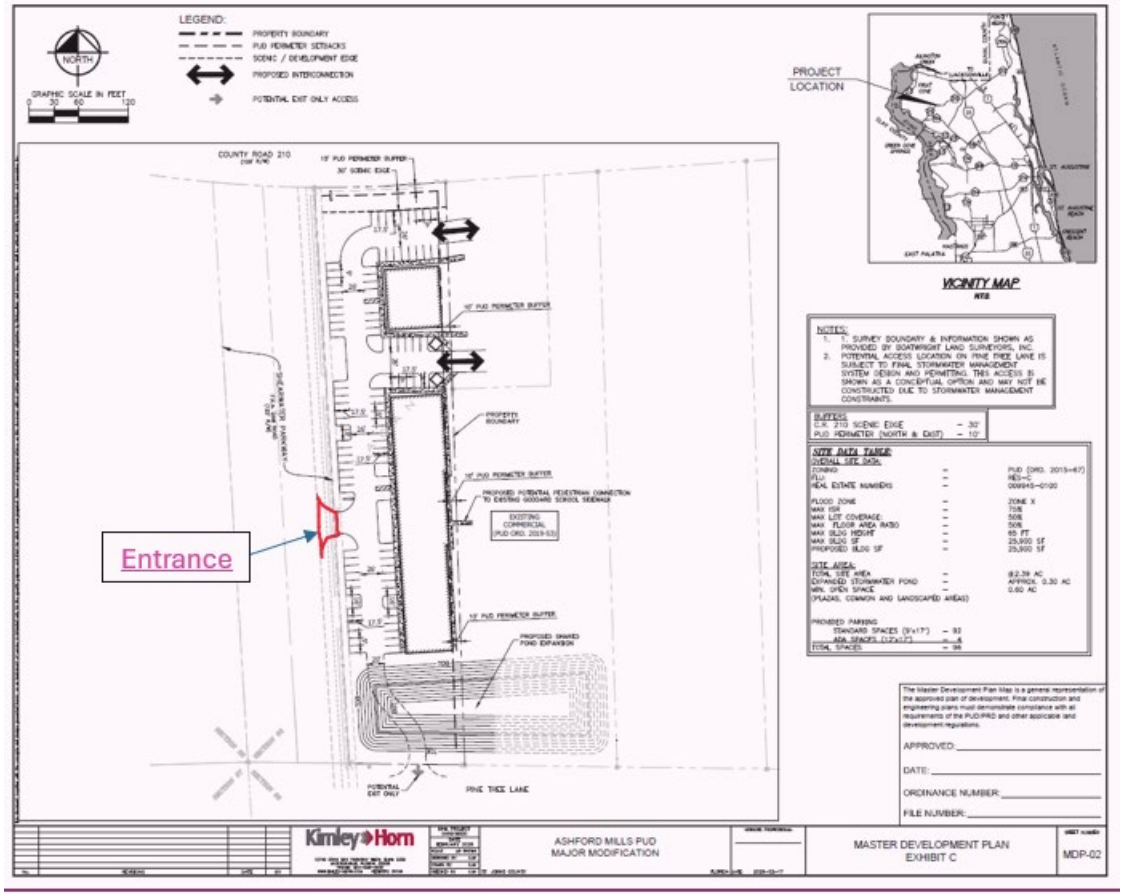
_____
Notary Public

_____
(Print Name)

My commission expires: _____

Composite Exhibit A

Exhibit C


LEGEND:
PROPERTY BOUNDARY
PUD PERIMETER SETBACKS
SCENIC / DEVELOPMENT EDGE
PROPOSED INTERCONNECTION
POTENTIAL EXIT ONLY ACCESS
NORTH
GRAPHIC SCALE IN FEET
0 30 60 120
COUNTY ROAD 210
10' PUD PERIMETER BUFFER
30' SCENIC EDGE
PROPERTY BOUNDARY
PROPOSED POTENTIAL PEDESTRIAN CONNECTION TO EXISTING GOODARD SCHOOL SIDEWALK
EXISTING COMMERCIAL (PUD ORD. 2019-53)
Entrance
PROPOSED SWALE/ POND EXPANSION
POTENTIAL EXIT ONLY
PINE TREE LANE
PROJECT LOCATION
VICINITY MAP
NOTES:
1. SURVEY BOUNDARY & INFORMATION SHOWN AS PROVIDED BY BOATWRIGHT LAND SURVEYORS, INC.
2. POTENTIAL ACCESS LOCATION ON PINE TREE LANE IS SUBJECT TO FINAL STORMWATER MANAGEMENT SYSTEM DESIGN AND PERMITTING. THIS ACCESS IS SHOWN AS A CONCEPTUAL OPTION AND MAY NOT BE CONSTRUCTED DUE TO STORMWATER MANAGEMENT CONSTRAINTS.
BUFFERS:
C.R. 210 SCENIC EDGE – 30'
PUD PERIMETER (NORTH & EAST) – 10'
SITE DATA TABLE:
OVERALL SITE DATA:
ZONING – PUD (ORD. 2015-47)
FLU – RES-C
REAL ESTATE NUMBERS – 009945-0100
FLOOD ZONE – ZONE X
MAX ISR – 70%
MAX LOT COVERAGE – 50%
MAX FLOOR AREA RATIO – 50%
MAX BLDG HEIGHT – 65 FT
MAX BLDG SF – 25,900 SF
PROPOSED BLDG SF – 25,900 SF
SITE AREA:
TOTAL SITE AREA – ±2.39 AC
EXPANDED STORMWATER POND – APPROX. 0.30 AC
MIN. OPEN SPACE – 0.60 AC
(PLAZAS, COMMON AND LANDSCAPED AREAS)
PROVIDED PARKING
STANDARD SPACES (9'x17') – 92
ADA SPACES (12'x17') – 4
TOTAL SPACES – 96
The Master Development Plan Map is a general representation of the approved plan of development. Final construction and engineering plans must demonstrate compliance with all requirements of the PUD/PRD and other applicable land development regulations.
APPROVED:
DATE:
ORDINANCE NUMBER:
FILE NUMBER:
Kimley»Horn
ASHFORD MILLS PUD
MAJOR MODIFICATION
MASTER DEVELOPMENT PLAN
EXHIBIT C
MDP-02

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") is made and entered into as of the ____ day of ~~April~~May 2026, 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, with a mailing address of c/o FCS Management Group, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the "**District**"); and

~~**WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company, with a mailing address of 900 N Michigan Ave, Suite 1900, Chicago, IL 60611 (the "Owner"); and~~

SASH PROPERTIES LLC, a Florida limited liability company, with a principal address of 4041 County Road 210 W, St. Johns, Florida 32259, which is under contract with ~~the~~ WFC Ashford Mills Owner VII, L.L.C., a Delaware limited liability company (the "Owner"), to ~~develop~~sell the Property (hereinafter defined) (the "~~**Contractor**~~**Commercial Developer**" and, together with the District ~~and the Owner,~~ the "**Parties**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, which was established for the purposes, among others, of owning, operating and maintaining various public infrastructure improvements, including roadways and related improvements; and

WHEREAS, the Owner is the fee owner of the Ashford Mills commercial parcel identified as St. Johns County Parcel No. 009945-0100, located at the corner of Shearwater Parkway and CR-210 (the "**Property**"), and has contracted with the ~~Contractor~~Commercial Developer to ~~develop~~sell the Property~~;~~ to Commercial Developer and the ~~Contractor~~Commercial Developer has submitted a Major Modification application to St. Johns County with respect to the Ashford Mills Planned Unit Development ("**Major Modification**"), a site plan of which is attached hereto as **Exhibit A**; and

WHEREAS, in connection with the Major Modification, the ~~Owner and the Contractor have~~Commercial Developer has requested: (a) authorization to pursue a Temporary Construction Easement ("**TCE**") over portions of District-owned rights-of-way for utility construction and access; and (b) written confirmation from the District granting vehicular and pedestrian access to and from Shearwater Parkway, including access to such rights-of-way for the construction of vehicular and pedestrian entry and exit connections, a District-owned road within the District; and

WHEREAS, the District is willing to support the ~~Owner's and the Contractor's~~Commercial Developer's pursuit of the Major Modification and to authorize the easement and access rights described herein, subject to the conditions set forth in this MOU; and

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WHEREAS, the Parties warrant and agree that they have all right, power and authority to enter into and be bound by this MOU.

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NOW, THEREFORE, in consideration of the mutual covenants and commitments set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. AUTHORIZATION TO PURSUE MAJOR MODIFICATION.

A. Subject to the terms and conditions of this MOU, the District hereby confirms that it does not object to the ~~Contractor (with the Owner's authorization)~~Commercial Developer pursuing the Ashford Mills Major Modification with St. Johns County. This MOU serves as the District's written authorization~~ permitting the Contractor (with the Owner's authorization),~~ without making any representations regarding other entities or persons that may need to grant approval prior to submitting such Major Modification, permitting the Commercial Developer to proceed with the Major Modification application and related submissions to the County, including the ~~Contractor's~~Commercial Developer's requests for: (a) vehicular and pedestrian access to and from Shearwater Parkway; and (b) exit-only vehicular access onto Pine Tree Lane, subject to Section 4 below. The District's authorizations and confirmations under this Section 2 are expressly subject to, and conditioned upon, the Commercial Developer's compliance with Section 2(C) below.

B. This MOU does not constitute final approval of any specific site plan or construction plans. The ~~Contractor's~~Commercial Developer's right to proceed to construction is conditioned upon satisfaction of all requirements set forth in this MOU, including District Engineer review and District written sign-off pursuant to Section 6.

C. Commercial Developer's Authority; Owner Joinder/Consent. The Commercial Developer represents, warrants, and covenants to the District that, notwithstanding anything to the contrary in this MOU: (i) as of the Effective Date, the Commercial Developer is under contract to acquire fee simple title to the Property from the Owner; and (ii) the Commercial Developer will not exercise any rights, perform any work, execute any easement instrument, or otherwise take any action under or in furtherance of this MOU that would purport to bind, encumber, or affect the Property or require the Owner's consent or joinder, unless and until either (a) the Commercial Developer has acquired fee simple title to the Property, or (b) the Commercial Developer has obtained the Owner's prior written consent and joinder to such action and to the applicable terms of this MOU, in form

and substance reasonably acceptable to the District. The Commercial Developer will provide the District with reasonable evidence of compliance with this Section 2(C) (such as a recorded deed, title commitment, or executed Owner consent/joinder) prior to taking any such action. The District is entering into this MOU in reliance on this representation and covenant, and any breach of this Section 2(C) is a material breach of this MOU.

3. TEMPORARY CONSTRUCTION EASEMENT AUTHORIZATION.

A. The District hereby authorizes the ~~Contractor (with the Owner's joinder)~~Commercial Developer to apply for and obtain a TCE over those portions of District-owned rights-of-way, including within Shearwater Parkway and Pine Tree Lane, as reasonably necessary to: (a) construct utilities (water, sewer, electricity, and related infrastructure) serving the Property; and (b) access such rights-of-way for utility connection construction; and (c) access to such rights-of-way for the construction of vehicular and pedestrian entry and exit connections to Shearwater Parkway.

B. The specific areas subject to the TCE, the duration of the TCE, and all conditions governing construction activities within the TCE area shall be memorialized in a separate written easement instrument to be negotiated and executed by the parties prior to any construction activity. A preliminary form of such TCE is attached hereto as **Exhibit B**. The ~~Contractor~~Commercial Developer shall submit accompanying construction plans and metes and bounds legal description to District Counsel for review and approval prior to commencing construction within any District property or right-of-way.

C. The TCE shall be temporary in nature and shall automatically expire upon the earlier of: (a) substantial completion of all utility and access improvements within the TCE ~~area~~; or (b) such date as is specified in the executed TCE instrument.

4. VEHICULAR AND PEDESTRIAN ACCESS; PINE TREE LANE EXIT CONDITIONS.

A. Subject to compliance with all County requirements and the conditions of this MOU, the District hereby confirms its intent to grant the ~~Owner and the Contractor~~Commercial Developer vehicular and pedestrian access to and from Shearwater Parkway, including access to such rights-of-way for the construction of vehicular and pedestrian entry and exit connections. Final access rights shall be memorialized in a separate easement or access agreement consistent with this MOU.

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B. With respect to Pine Tree Lane, the District's support for access is limited to exit-only, right-turn-only vehicular egress, consistent with St. Johns County's direction that the connection be configured to discourage left-turn movements into the commercial complex from Pine Tree Lane. The following conditions are material terms of the District's consent and shall be incorporated into all final plans, County applications, easement instruments, and approvals:

1. **Pine Tree Lane Access – Exit-Only / Right-Turn-Only**. The ~~Contractor~~Commercial Developer shall design, engineer, and construct any access connection onto Pine Tree Lane as a one-way, exit-only, right-turn-only egress point. The design shall incorporate signage, pavement markings, geometric design features, or other physical measures, as approved by the County and the District, sufficient to prevent or discourage left-turn movements onto Pine Tree Lane.

2. **No Left Turn**. ~~The Owner and the Contractor shall not~~The Commercial Developer will not, and will cause its successors, assigns, tenants, and occupants of the Property not to, create, permit, or encourage any vehicular access configuration that results or could result in left-turn movements from the Property onto Pine Tree Lane, including in the direction toward the adjacent school. This obligation shall run with the Property and survive the termination of this MOU.

C. All access points and internal traffic circulation design shall comply with applicable County requirements and shall be subject to District Engineer review pursuant to Section 6.

5. GOLF CART PATH EXTENSION.

A. The District supports a golf cart path extension to the Property, subject to the following conditions and limitations, consistent with the Board's direction and the District Engineer's guidance:

1. **Scope of Extension**. Any approved golf cart path extension shall be limited to a new 12-foot-wide path running east along the north side of Pine Tree Lane for approximately ten (10) feet, then immediately turning north to access the Property at its southwest corner. The District will install the shortest feasible section of path connection, consistent with the Board's direction to minimize the extension. Except as the Parties may otherwise agree in writing prior to execution of this MOU as set forth in Section 5(A)(4), the cost of such installation shall be borne 100% by the ~~Owner and the Contractor~~Commercial Developer.

2. **No Extension Toward School**. The golf cart path extension shall not extend along Pine Tree Lane in the direction of the adjacent school and shall not facilitate golf cart access toward such corridor.

3. **Engineer Confirmation Required**. Prior to the District's final commitment to the cart path extension, the ~~Contractor~~Commercial Developer shall cause its engineer to confirm, in writing, that vehicular and golf cart access at the southwest corner of the Property is physically viable, and shall provide such confirmation to the District Engineer for review.

4. **Cost Responsibility.** All costs associated with the design, permitting, engineering, and construction of the golf cart path extension attributable to the Ashford Mills development and Property, including the new path section north of Pine Tree Lane (collectively, the "**Extension Costs**"), ~~shall be borne as follows: [the Contractor shall be primarily responsible, and the Owner shall be secondarily responsible, for one hundred percent (100%) of the Extension Costs]; provided that, if the Parties agree in writing prior to execution of this MOU to a different cost-sharing arrangement, the District's share of Extension Costs shall not in any event exceed $[_____] Dollars ($[____]) in the aggregate. The Contractor's and Owner's~~will be borne by the Commercial Developer. The Commercial Developer's cost reimbursement obligations with respect to the District's maintenance of the extension are set forth in Section 7.

5. **Separate Permanent Easement**. To the extent the cart path extension crosses or is located within any District-controlled right-of-way, the Parties agree to negotiate and execute a separate permanent easement instrument governing the cart path, consistent with the District's prior indication that a permanent easement for Pine Tree Lane access may be appropriate for the cart path connection.

6. DISTRICT ENGINEER REVIEW AND SIGN-OFF ON CONSTRUCTION PLANS.

A. Prior to the County's final approval and sign-off on construction plans for the Major Modification, and prior to the ~~Contractor~~Commercial Developer commencing any construction activity within District rights-of-way or other property, the ~~Contractor~~Commercial Developer shall submit complete construction plan sets affecting such rights-of-way or the Property to the District Engineer (Michael J. Yuro, P.E., Yuro & Associates, LLC) for review and written approval ("**District Engineer Review**"). The ~~Contractor~~Commercial Developer shall not proceed to construction affecting such rights-of-way or the Property until the District Engineer

Review is completed and written approval is issued, regardless of whether the County has approved the construction plans. County approval of construction plans shall not substitute for or satisfy the requirement to obtain District Engineer written approval, and any County approval obtained without prior District Engineer Review shall be of no force or effect with respect to District rights-of-way or property.

B. The District Engineer Review shall encompass, without limitation: (a) vehicular access and circulation design, including the Pine Tree Lane connection, if feasible under the ~~Owner's~~Commercial Developer's plans; (b) the golf cart path extension design and connection at the southwest corner of the Property, if feasible under the ~~Owner's~~Commercial Developer's plans; (c) utility connections within the TCE~~ area~~; (d) stormwater, drainage, and infrastructure impacts on District facilities; and (e) any proposed improvements within or adjacent to Shearwater Parkway or Pine Tree Lane.

C. The District reserves the right to review the County's final approved construction plans prior to the ~~Contractor~~Commercial Developer proceeding to construction affecting such rights-of-way or the property, and the ~~Contractor~~Commercial Developer shall provide the District with a copy of all County-approved final construction plans within five (5) business days of receipt.

D. The District Engineer shall use commercially reasonable efforts to complete the District Engineer Review within fifteen (15) calendar days of receipt of complete construction plan sets.

7. MAINTENANCE OBLIGATIONS.

A. ~~**Shearwater Parkway**~~**Entrance and Roadway Maintenance Cost-Share**~~.~~.. Upon issuance of a certificate of occupancy for any portion of the Ashford Mills commercial development/building on the Property, the ~~Contractor~~Commercial Developer shall ~~be primarily responsible, and the Owner shall be secondarily responsible (and, where applicable through a property association assessment regime, the Owner shall cause the relevant successor property owner to assume such secondary responsibility), to~~ contribute to the ongoing maintenance costs of ~~Shearwater Parkway~~the shared entrance and roadway area serving the Property, as generally depicted on **Exhibit C**, on a pro-rata ~~or other~~and equitable basis~~, to be negotiated and memorialized in~~ in the amount of five thousand dollars ($5000.00) per year to be paid on October 1 of each year, with an adjustment of a three percent (3%) increase per year after the first year. The obligation to pay such amount will be in the form of a separate maintenance cost-sharing agreement ~~or supplement to this MOU~~covenant recorded no later than the date of issuance of the first certificate of occupancy for any portion

of the Ashford Mills commercial development/building on the Property. ~~In the event the Parties fail to execute such agreement by such date, the Contractor's primary share and the Owner's secondary share shall be determined based on the Property's proportionate vehicle trip generation relative to total traffic on Shearwater Parkway, as determined by the District Engineer. Such proportionate share shall reflect the Property's actual use of and impact on Shearwater Parkway. The Contractor's primary cost sharing obligation, and the Owner's secondary cost sharing obligation, shall~~This cost share arrangement will be a covenant running with the land and will bind all successors in interest and assigns. The Commercial Developer's cost-sharing obligation will commence upon issuance of a certificate of occupancy for any portion of the Ashford Mills commercial development/building on the Property.

B. Extensions and Improvements Maintenance. The ~~Contractor shall~~Commercial Developer will be ~~primarily~~solely responsible~~, and the Owner shall be secondarily responsible,~~ for the maintenance, repair, and replacement of any improvements constructed by or on behalf of the ~~Contractor or the Owner~~Commercial Developer within the TCE ~~area~~ or any easement area. The District ~~shall~~, once constructed, agrees to maintain the golf cart path extension for consistency with the remainder of the District's cart path network; provided, however, that the ~~Contractor shall be primarily responsible, and the~~ Owner shall ~~be secondarily responsible, to~~ reimburse ~~a~~its proportionate share (to be determined) to the District for all maintenance, repair, and replacement costs reasonably attributable to the golf cart path extension section, within thirty (30) days of receipt of invoice. Such reimbursement obligations are ongoing and shall survive the termination of the TCE.

C. Restoration Obligation. Upon completion of construction activities within any District right-of-way, TCE ~~area~~, or other easement area, the ~~Contractor shall be primarily~~Commercial Developer is solely responsible~~, and the Owner shall be secondarily responsible,~~ to restore all affected roads, landscaping, signage, and infrastructure to the same or better condition as existed prior to commencement of construction. Restoration work is subject to inspection and written acceptance by the District Engineer.

8. FUNDING OF DISTRICT COSTS; FUNDING AGREEMENT. ~~COMMUNITY INPUT; COMMERCIAL USE COORDINATION.~~

~~**A.** The Owner agrees to partner with the District in soliciting and considering feedback from the Shearwater community regarding the proposed commercial uses and site design for the Ashford Mills parcel. Prior to submitting final plans to the County, the Owner shall participate in at least one (1) community engagement process coordinated in conjunction with the District, at a time and in a format to be mutually agreed upon.~~

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~~**B.** The Owner shall in good faith consider and reasonably incorporate community feedback gathered pursuant to this Section 8 into its final commercial use programming and site design for the Ashford Mills parcel, to the extent consistent with applicable County requirements.~~

~~**9.**~~The Commercial Developer is solely responsible~~ **FUNDING OF DISTRICT COSTS; FUNDING AGREEMENT.**~~

A. ~~The Contractor shall be primarily responsible, and the Owner shall be secondarily responsible,~~ for all costs incurred by the District in connection with the review, processing, and implementation of this MOU and the Major Modification, including without limitation the District Engineer fees and costs and District Counsel legal fees and costs, not to exceed a maximum sum of $~~2~~3,500 combined. Such amounts must be paid within thirty (30) calendar days of invoicing.

B. **Funding Agreement**. The ~~Contractor~~Commercial Developer will advance a deposit to the District in an amount of Two-Thousand Dollars ($2,000.00), to be held and applied against District costs as incurred. The District ~~shall~~will provide the ~~Contractor (with copy to the Owner)~~Commercial Developer with periodic invoices documenting costs charged against the deposit. The ~~Contractor shall~~Commercial Developer will replenish the deposit to the agreed level within five (5) business days of written notice that the balance has fallen below Five Hundred Dollars ($500.00~~); if the Contractor fails to replenish within such period, the Owner shall replenish the deposit within ten (10) business days of further written notice from the District.~~). Any unused balance ~~shall~~will be refunded to the ~~Contractor~~Commercial Developer upon completion of the Major Modification review process and final District sign-off.

C. The ~~Contractor's and the Owner's~~Commercial Developer's cost reimbursement obligations under this Section are a material condition of the District's ongoing cooperation and ~~shall~~will survive any expiration or termination of this MOU until all District costs are fully reimbursed.

~~10~~9. COUNTY COMPLIANCE; CONDITIONS PRECEDENT.

A. All access points, easements, improvements, and activities authorized by this MOU are conditioned upon the ~~Contractor (with the Owner's cooperation as fee owner)~~Commercial Developer obtaining all required County approvals, permits, and authorizations, including approval of the Major Modification. The District's consent under this MOU does not supersede or substitute for any required County action.

B. The ~~Owner and the Contractor acknowledge~~Commercial Developer acknowledges that the District's support for the Major Modification is expressly conditioned upon the ~~Contractor~~Commercial Developer satisfying all applicable County requirements, and that the District's authorization under this MOU may be suspended or revoked if the ~~Contractor~~Commercial Developer fails to comply with County requirements or the terms of this MOU.

~~11~~10. INSURANCE; INDEMNIFICATION.

A. Insurance. Prior to commencing any construction activity within District rights-of-way or easement areas, the ~~Contractor~~Commercial Developer shall obtain and maintain, at its sole cost, the following insurance, naming the District ~~and the Owner~~ as additional ~~insureds~~insured. Evidence of such insurance shall be provided to the District prior to commencement of any work:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida (as applicable).
2. Commercial General Liability Insurance covering the ~~Contractor's~~Commercial Developer's legal liability for bodily injuries, with limits of not less than $1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    i. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
3. Automobile Liability Insurance for bodily injuries in limits of not less than $1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the ~~r~~Commercial Developer of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "**Additional Insureds**") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The ~~Contractor~~Commercial Developer shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. 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, shall be considered primary and non-contributory with respect to the Additional

Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.

C. Indemnification. The ~~Contractor~~Commercial Developer agrees to defend, indemnify, and hold harmless the District and its officers, supervisors, staff, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the exercise of any rights granted under this MOU by the ~~Contractor~~Commercial Developer, its subcontractors, its employees, or its agents, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto, but only to the extent such claims and/or losses arise as a result of the ~~Contractor's~~Commercial Developer's negligence, willful misconduct, or breach of this MOU. This provision shall relate to any acts or omissions by the ~~Contractor~~Commercial Developer, its employees, agents, or subcontractors. ~~The Owner shall be secondarily liable to indemnify the District to the extent the Contractor fails to perform its indemnity obligations hereunder, subject to the same scope and limitations.~~

D. For purposes of this Section, "acts or omissions" on the part of the ~~Contractor's~~Commercial Developer's officers, directors, agents, assigns, or employees includes, but is not limited to, the construction activities within District rights-of-way or easement areas in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over such services, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed the ~~Contractor~~Commercial Developer in writing not to obtain such permit, license, certification, consent, or other approval.

~~12~~11. TERM; TERMINATION.

A. Term. This MOU shall be effective upon execution by the Parties and shall remain in effect until the earlier of: (a) the Major Modification receives final County approval, the District has provided written sign-off on final construction plans affecting such rights-of-way or the property, all easement instruments have been fully executed, and the maintenance cost-sharing agreement required by Section 7(A) has been fully executed; ~~or~~ (b) ~~breach~~twenty-four (24) months from the date of execution of this MOU ~~or termination~~, unless extended by mutual written agreement of ~~both the parties~~the Parties; or (c) termination pursuant to Section 11(B) or by mutual written agreement of all of the Parties.

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B. Termination. ~~Either party~~The District may terminate this MOU upon thirty (30) days' written notice to the other Parties or may immediately terminate this MOU for cause and upon written notice to the other ~~party~~Parties. The Commercial Developer may terminate this MOU only upon thirty (30) days' written notice to the District; provided, however, that any such termination by the Commercial Developer shall not relieve the Commercial Developer of any obligation to execute easement instruments, maintenance agreements, or other documents required hereunder that relate to approvals already obtained, and shall not authorize the Commercial Developer to use any District approvals or authorizations obtained under this MOU following such termination.

C. Sections 2(C), 4, 5, 6, 7, 8, 9, ~~11~~10, and ~~13~~12 shall survive any termination of this MOU.

~~13~~12. GENERAL PROVISIONS.

A. Entire Agreement. This instrument, together with the exhibits, shall constitute the final and complete expression of the entire understanding of the Parties and no representations or promises have been made except those that are specifically set out in this instrument. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this MOU are waived, merged herein and superseded.

B. Amendments. Amendments to and waivers of the provisions contained in this MOU may be made only by an instrument in writing which is executed by both Parties hereto.

C. Authorization. The execution of this MOU has been duly authorized by the appropriate body or official of the Parties hereto, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this MOU.

D. Third Party Beneficiaries. This MOU is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third party not a formal party to this MOU. Nothing in this MOU expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this MOU or any of the provisions or conditions of this MOU; and all of the provisions, representations, covenants, and conditions contained in this MOU shall be binding upon the District and ~~Owner~~the Commercial Developer and their respective representatives, successors, and assigns, but shall not inure to the benefit of any party other than the District, and ~~Owner~~the Commercial Developer and their respective permitted successors and assigns.

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E. Assignment. Neither the District, nor ~~Owner~~the Commercial Developer may assign this MOU or any monies to become due hereunder without the prior written approval of the other Party, except that the ~~Contractor~~Commercial Developer may assign this MOU without District consent to any entity in which Sam Palli holds a controlling interest, provided that ~~Owner~~the Commercial Developer provides the District with at least fifteen (15) days' prior written notice of such assignment ~~and~~, the assignee assumes all obligations of ~~Owner~~the Commercial Developer hereunder in writing~~.~~, and the assignee demonstrates to the District's reasonable satisfaction that it has the financial capacity to perform such obligations. Any other purported assignment without prior written District approval shall be void.. Any other purported assignment without prior written District approval shall be void.

F. Controlling Law; Venue. This MOU and the provisions contained in this MOU shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida. In any litigation arising under this MOU, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. Severability. The invalidity or unenforceability of any one or more provisions of this MOU shall not affect the validity or enforceability of the remaining portions of this MOU or any part of this MOU not held to be invalid or unenforceable.

H. Headings for Convenience Only. The descriptive headings in this MOU are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this MOU.

I. Counterparts. This MOU 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.

J. Negotiation at Arms-Length. This MOU has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this MOU and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this MOU, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

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K. E-Verify. ~~Owner~~ The Commercial Developer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, ~~Owner~~ the Commercial Developer 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 performing work under this MOU and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the MOU immediately for cause if there is a good faith belief that ~~Owner~~ the Commercial Developer has knowingly violated Section 448.095, *Florida Statutes*. By entering into this MOU, ~~Owner~~ the Commercial Developer represents that no public employer has terminated a contract with ~~Owner~~it under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this MOU.

L. Anti-Human Trafficking. ~~Owner~~The Commercial Developer certifies, by acceptance of this MOU, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. ~~Owner~~The Commercial Developer agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if ~~Owner~~the Commercial Developer refuses to sign said affidavit, the District may terminate this MOU immediately.

~~14~~13. **NOTICES.** All notices, requests, consents, and other communications under this MOU ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

A. If to ~~Owner:~~ ~~WFC Ashford Mills Owner VII, L.L.C.~~Commercial Developer: SASH Properties LLC
~~900 N Michigan Ave, Suite 1900~~
~~Chicago, IL 60611~~
~~Attn: _____~~

~~**If to Contractor:** SASH Properties LLC~~
4041 County Road 210 W
Saint Johns, FL 32259
Attn: Sam Palli

B. If to the District: Trout Creek Community Development District
c/o FCS Management Group, LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC

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517 E. College Avenue
Tallahassee, Florida 32301
Attn: Trout Creek CDD, District Counsel

Except as otherwise provided in this MOU, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. Eastern Time or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this MOU 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 Owner may deliver Notice on behalf of the District and Owner. 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.

~~15~~14. **PUBLIC RECORDS.** The ~~Owner~~Commercial Developer understands and ~~the Contractor understand and agree~~agrees that all documents of any kind provided to the District in connection with this MOU may be public records, and, accordingly, the ~~Owner~~Commercial Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Owner acknowledges that the designated public records custodian for the District is **Vesta District Services** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Owner shall 1) keep and maintain public records required by the District to perform the service; 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 this MOU's term and following the contract term if the Owner does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Owner's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. If the Owner chooses to keep and maintain public records upon completion of the contract, the Owner shall meet all applicable requirements for retaining public records and transfer the records to the District at no cost upon request of the District's Public Records Custodian. When such public records are transferred by the Owner, the Owner 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, or in the native format in which the records are maintained if specifically requested by the District. Any documents provided in PDF format must be accessible and comply with PDF/UA (ISO 14289) standards and WCAG 2.1 Level AA requirements, including proper tagging, reading order, and compatibility with assistive technologies.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, PUBLICRECORDS@VESTAPROPERTYSERVICES.COM, OR BY MAIL C/O VESTA DISTRICT SERVICES, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

IN WITNESS WHEREOF, the Parties execute this MOU to be effective the day and year first written above.

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

~~**WFC ASHFORD MILLS OWNER VII, L.L.C.**~~

SASH PROPERTIES LLC

By: _____
Its: _____

~~**SASH PROPERTIES LLC**, AS CONTRACTOR~~

~~By:~~

~~Its:~~

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Exhibit A

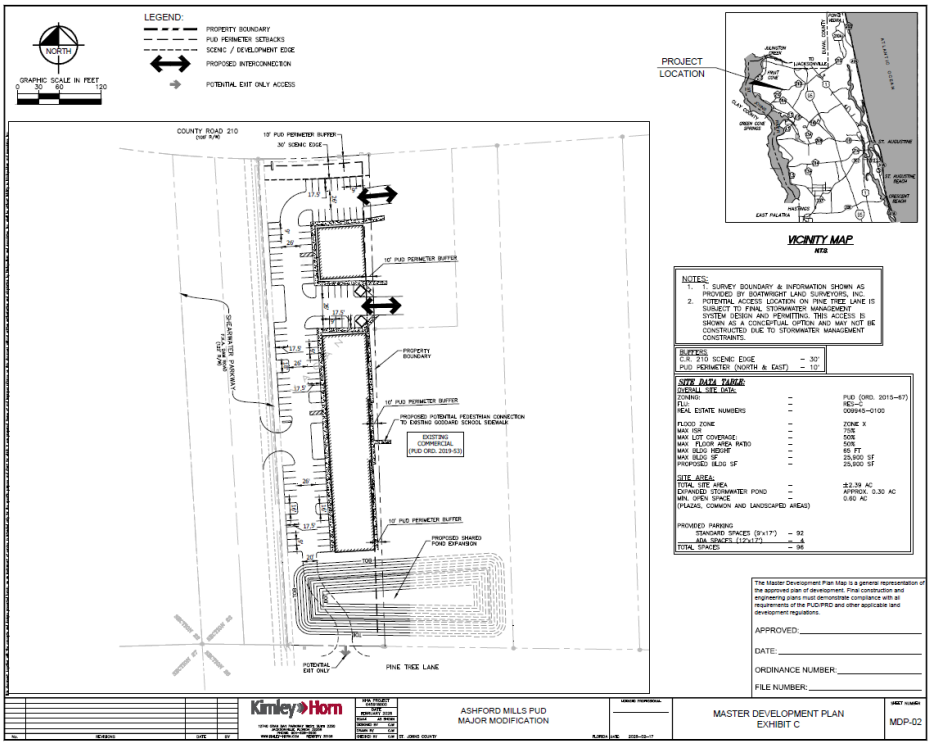
LEGEND:
PROPERTY BOUNDARY
PUD PERIMETER SETBACKS
SCENIC / DEVELOPMENT EDGE
PROPOSED INTERCONNECTION
POTENTIAL EXIT ONLY ACCESS
NORTH
GRAPHIC SCALE IN FEET
0 30 60 120
COUNTY ROAD 210
10' PUD PERIMETER BUFFER
30' SCENIC EDGE
SEABROOK PARKWAY
PROPERTY BOUNDARY
PROPOSED POTENTIAL PEDESTRIAN CONNECTION TO EXISTING GODDARD SCHOOL SIDEWALK
EXISTING COMMERCIAL (PUD ORD. 2019-53)
PROPOSED SHARED POND EXPANSION
POTENTIAL EXIT ONLY
PINE TREE LANE
PROJECT LOCATION
VICINITY MAP
NTS
NOTES:
1. SURVEY BOUNDARY & INFORMATION SHOWN AS PROVIDED BY BOATWRIGHT LAND SURVEYORS, INC.
2. POTENTIAL ACCESS LOCATION ON PINE TREE LANE IS SUBJECT TO FINAL STORMWATER MANAGEMENT SYSTEM DESIGN AND PERMITTING. THIS ACCESS IS SHOWN AS A CONCEPTUAL OPTION AND MAY NOT BE CONSTRUCTED DUE TO STORMWATER MANAGEMENT CONSTRAINTS.
BUFFERS:
C.R. 210 SCENIC EDGE – 30'
PUD PERIMETER (NORTH & EAST) – 10'
SITE DATA TABLE:
OVERALL SITE DATA:
ZONING: – PUD (ORD. 2015-67)
FLU: – NAC-C
REAL ESTATE NUMBERS – 009945-0100
FLOOD ZONE – ZONE X
MAX ISR – 70%
MAX LOT COVERAGE – 50%
MAX FLOOR AREA RATIO – 50%
MAX BLDG HEIGHT – 65 FT
MAX BLDG SF – 25,800 SF
PROPOSED BLDG SF – 25,800 SF
SITE AREA:
TOTAL SITE AREA – ±2.39 AC
EXPANDED STORMWATER POND – APPROX. 0.30 AC
MIN. OPEN SPACE – 0.80 AC
(PLAZAS, COMMON AND LANDSCAPED AREAS)
PROVIDED PARKING
STANDARD SPACES (9'x17') – 32
ADA SPACES (12'x17') – 4
TOTAL SPACES – 36
The Master Development Plan Map is a general representation of the approved plan of development. Final construction and engineering plans must demonstrate compliance with all requirements of the PUD/PRD and other applicable land development regulations.
APPROVED:
DATE:
ORDINANCE NUMBER:
FILE NUMBER:
Kimley»Horn
ASHFORD MILLS PUD
MAJOR MODIFICATION
MASTER DEVELOPMENT PLAN
EXHIBIT C
MDP-02

Exhibit B
Form of Easement

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Jennifer Kilinski, Esq.
Kilinski | Van Wyk, PLLC
517 E. College Avenue,
Tallahassee, 32301

Folio/Parcel ID No.: 009945-0100

Temporary Construction Easement
(Utility Construction and Right-of-Way Access)

This Temporary Construction Easement (the "Easement") is made and entered into this ____ day of _____ 2026 by and between TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o FCS Management Group, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, hereinafter referred to as "Grantor," and WFC ASHFORD MILLS OWNER VII, L.L.C., a Delaware limited liability company, with a mailing address of 900 N Michigan Ave, Suite 1900, Chicago, IL 60611, the fee owner of the Property (the "Owner"), and SASH PROPERTIES LLC, a Florida limited liability company, with a principal address of 4041 County Road 210 W, St. Johns, Florida 32259, which is under contract with WFC Ashford Mills Owner VII LLC to develop the Property (the "~~Contractor~~Commercial Developer") (the Owner and the ~~Contractor~~Commercial Developer are collectively, hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner of those certain rights-of-way identified as Shearwater Parkway and Pine Tree Lane, District-owned roads located within the Trout Creek Community Development District in St. Johns County, Florida (the "Easement Parcel"), more particularly described in the Legal Description and sketch attached hereto as **Composite Exhibit A**; and

WHEREAS, Owner is the fee owner of that certain commercial parcel identified as St. Johns County Parcel No. 009945-0100, located at the corner of Shearwater Parkway and CR-210, St. Johns County, Florida (the "Property"), which requires temporary access across the Easement Parcel for the construction and installation of utilities (including water, sewer, electricity, and related infrastructure) and other infrastructures necessary to serve the Property, and for access to the rights-of-way of Shearwater Parkway and Pine Tree Lane for utility connection construction; and for access to such rights-of-way for the construction of vehicular and pedestrian entry and exit

connections to Shearwater Parkway, all in connection with the Ashford Mills Planned Unit Development Major Modification (the "Project"); and

WHEREAS, Grantor and Grantee have entered into that certain Memorandum of Understanding dated _____ 2026 (the "MOU") setting forth the terms and conditions under which Grantor agreed to authorize Grantee to apply for and obtain this Easement; and

WHEREAS, Grantor and Grantee mutually wish to enter into this Temporary Construction Easement to allow Grantee and its designated, licensed contractors and subcontractors to access and perform construction activities within the Easement Parcel on a temporary basis for the purposes set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee and its designated, licensed contractors and subcontractors a non-exclusive, temporary construction easement in gross, personal to Grantee, over, across, and within the Easement Parcel, limited to the area identified in the attached **Composite Exhibit A**, for the purpose of allowing Grantee and such contractors and subcontractors to access, construct, install, and connect utilities and other infrastructure, and construction of vehicular and pedestrian entry and exit connections to Shearwater Parkway, including without limitation water lines, sewer lines, electrical conduit, junction boxes, and all associated equipment and appurtenances (collectively, the "Work"), for the benefit of the Property, with access rights to be exercised at reasonable times, in, on, over, under, across, and along that certain real property (the "Easement Parcel") located in the County of St. Johns, State of Florida, more particularly described in the Legal Description attached hereto as **Composite Exhibit A** and incorporated herein by reference. Grantee shall ensure that any ~~contractor or subcontractor~~contractors and subcontractors exercising rights under this Easement complies with all terms and conditions hereof, and Grantee shall remain jointly and severally liable for any acts or omissions of its designated contractors and subcontractors.

1. **Grant of Easement**. Grantor agrees for itself and its successors and assigns that the Work constructed within the Easement Parcel by Grantee or any ~~contractor~~contractors and subcontractors designated by Grantee shall remain the personal property of Grantee and may not be altered, obstructed, or removed by Grantor without the express written consent of Grantee. Grantee and its designated contractors and subcontractors, and their respective agents and employees, shall have the right to trim or cut trees and roots in the Easement Parcel that endanger or interfere with the Work, only with prior written approval from Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed, and shall have access to the Work for the purpose of exercising the rights herein granted. Grantee shall be responsible for ensuring that any ~~contractor or subcontractor~~contractors and subcontractors exercising rights hereunder complies with all obligations of this Easement, and Grantee shall remain strictly liable for any damage to the Easement Parcel or injury to persons caused by the installation, maintenance, or use of the Work by Grantee or any of its designated contractors ~~or~~and subcontractors, and shall promptly repair such

damage at its sole cost and expense. In making any excavation on the Easement Parcel, Grantee and its contractors and subcontractors shall do so in such manner as will cause the least injury to the surface of the ground around such excavation. Grantee shall, and shall cause its contractors and subcontractors to, at its sole cost and expense, promptly restore the surface of the Easement Parcel and any adjacent portions of Grantor's property disturbed by Grantee's activities to substantially the same condition that existed immediately prior to such disturbance, including replacement of sod, landscaping, pavement, sidewalks, or other improvements. Such restoration shall be completed within ~~ten (10~~fifteen (15) business days following completion of any work within the Easement Parcel, and if Grantee fails to complete such restoration within this timeframe, Grantor may complete the restoration and bill Grantee for all actual costs incurred, plus a fifteen percent (15%) administrative fee, which Grantee shall pay within thirty (30) days of invoice. Failure to pay such invoice within the thirty (30) day period shall constitute a material breach of this Easement and shall accrue interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by Florida law, whichever is less.

2. **Indemnification**.

   a. To the fullest extent permitted by law, and in addition to any other obligations of Grantee under this Easement or otherwise, Grantee shall indemnify, hold harmless, and defend Grantor and its respective officers, supervisors, employees, staff, managers, agents, contractors~~,~~ and subcontractors (together, the "Indemnitees") from and against any and all claims, liabilities, damages, losses, expenses, and costs, including, but not limited to, reasonable attorneys' fees and costs of litigation, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of Grantee, or any employee, agent, contractor, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to construct, install, maintain, operate, or remove the Work, (ii) the Grantee's performance of, or failure to perform, the Grantee's obligations pursuant to this Easement or the Grantee's performance of any activities in connection therewith, or (iii) any breach of any warranty, representation, covenant, or agreement made by Grantee in this Easement.

   b. To the extent required by Florida law to make the provisions of any indemnification, defense, or hold harmless provision of this Easement enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless, and defense obligation shall not exceed One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate, the amount of which bears a reasonable commercial relationship to the Easement, the potential risks involved, and the scope of work contemplated herein. In the event that any indemnification, defense, or hold harmless provision of this Easement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

c. Subject to Section 6(a) below and the limitations on Grantor's liability set forth in Section 9, a default by either party under this Easement shall entitle the other party to all remedies available at law or in equity, except that Grantor's liability shall be subject to the limitations of sovereign immunity and Section 768.28, Florida Statutes. In the event that either the Grantor or Grantee is required to enforce this Easement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

3. **Easement Conditions**. The Easement rights granted herein are for the purposes contemplated by this Easement only and are thereby limited to the scope of the Easement granted herein and solely within the Easement Parcel. Grantee and its designated contractors and subcontractors shall use all due care to accomplish their work without damage to the Easement Parcel and surrounding areas. Grantee shall assume responsibility for any and all damage to any real or personal property of the Grantor or any third parties as a direct result of Grantee's or its contractors' use of the Easement Parcel under this Easement. Grantee shall be responsible for returning the Easement Parcel to substantially the same condition that existed immediately prior to the damage should any damage occur. In addition, Grantee shall: (a) provide Grantor and Grantor's District Engineer with complete construction plan sets affecting such rights-of-way or the property prior to commencing any construction activity within the Easement Parcel; (b) comply with all applicable federal, state, and local laws, regulations, permits, and approvals in connection with the Work, including without limitation any permits required by St. Johns County; (c) not unreasonably interfere with the use of Shearwater Parkway or Pine Tree Lane by Grantor, residents, or the public, and shall maintain safe traffic flow and pedestrian access at all times, coordinating any temporary lane closures or road restrictions with Grantor's District Manager and District Engineer in advance; and (d) comply with all construction plan requirements as approved by the District Engineer pursuant to Section 6 of the MOU prior to commencing any work within the Easement Parcel. The Owner and the ~~Contractor~~Commercial Developer, constituting the Grantee hereunder, shall be jointly and severally liable for all obligations, covenants, indemnities, and liabilities of Grantee under this Easement, and Grantor may enforce any such obligation against either or both of them without first proceeding against the other.

4. **Property Damage**. Any property damage, including but not limited to landscape and sod replacement, irrigation systems, drainage systems, signage, lighting, fencing, pavement, or any other improvements, caused by the construction of the Work or other activities of the Grantee, its designated contractors ~~or~~and subcontractors, or their respective employees, agents, contractors or subcontractors, shall be repaired within thirty (30) days of notice to the Grantee of such damage (or discovery by Grantor if earlier), except:

   a. for conditions that warrant a faster repair time, i.e., for impacts to utility services such as water, sewer, stormwater, electrical, cable, or internet, or any condition posing a safety hazard, such repair shall be commenced within four (4) hours and

completed within forty-eight (48) hours of notice, regardless of day of the week; and

b. for conditions beyond the Grantee's reasonable control or damage that is not reasonably capable of being cured within a thirty (30) day period, in which case the Grantee will diligently work to complete such repairs promptly.

If the Grantee fails to commence repairs within the time limits prescribed above, the Grantor may (but shall not have the obligation to) undertake the repairs itself and bill the Grantee for the actual and reasonable costs thereof, plus a fifteen percent (15%) administrative fee. Grantee shall pay such invoice within thirty (30) days of receipt. To secure Grantee's repair and restoration obligations under this Easement, Grantee shall provide Grantor with (i) an irrevocable letter of credit or performance bond in the amount of Twenty Five Thousand Dollars ($-25,000.00) from a financial institution or surety rated at least A- by A.M. Best or equivalent rating agency and acceptable to Grantor in its reasonable discretion~~, which~~ or (ii) in the alternative, Twenty-Five Thousand Dollars ($25,000.00) in cash deposited in an interest-bearing escrow account, with interest accruing to the Commercial Developer. Such letter of credit ~~or~~, bond, or cash escrow shall be provided prior to the commencement of any construction within ~~thirty (30) days of execution~~ the District's property or rights-of ~~this Easement~~ way, shall remain in effect for the duration of this Easement plus ~~–~~three (3)~~–~~ months following any expiration or termination, and may be drawn upon by Grantor to cover repair costs if Grantee fails to timely perform its obligations. The letter of credit or bond shall contain automatic renewal provisions or Grantee shall provide a replacement at least sixty (60) days prior to expiration.

5. **Assignment.** This Easement is in gross and personal to Grantee and may not be assigned or transferred without the prior written approval of Grantor, except that the ~~Contractor~~Grantee may assign its rights and obligations under this Easement without Grantor's prior written consent to any entity in which Sam Palli holds a controlling interest, provided that: (i) Grantee provides Grantor with written notice of such assignment prior to the effective date thereof; (ii) the assignee assumes in writing all obligations of Grantee under this Easement; and (iii) the assignee provides Grantor with evidence of insurance as required under Section 8 and replacement security as required under Section 4 prior to the effective date of such assignment. Any other purported assignment without prior written Grantor approval shall be void and shall constitute a material breach of this Easement. Notwithstanding the foregoing, Grantee may, without Grantor's consent, designate one or more licensed contractors ~~or~~and subcontractors to exercise access and construction rights under this Easement, provided that Grantee remains primarily liable for such parties' compliance with all terms hereof.

6. **~~Contractor's~~Commercial Developer's Rights Tied to ~~Contractor~~Commercial Developer Status.** The ~~Contractor's~~Commercial Developer's rights as a constituent member of Grantee under this Easement are personal to the ~~Contractor~~Commercial Developer and are conditioned upon the ~~Contractor's~~Commercial Developer's continuing engagement by the Owner to develop the Property. If the ~~Contractor's~~Commercial Developer's engagement with the Owner is terminated, expires, or is otherwise

discontinued, then the ~~Contractor's~~Commercial Developer's rights as a constituent member of Grantee shall automatically terminate, and the Owner shall thereafter constitute the sole Grantee under this Easement; provided that any obligations of the ~~Contractor~~Commercial Developer accrued through the date of such termination, including without limitation indemnity, insurance, and restoration obligations, shall survive. The Owner shall provide Grantor with prompt written notice of any such termination of the ~~Contractor's~~Commercial Developer's engagement. A successor ~~contractor~~Commercial Developer may be added as a constituent member of Grantee only by written amendment to this Easement signed by Grantor, the Owner, and the successor ~~contractor.~~Commercial Developer.

~~6.~~

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7. **Termination.**

   a. Default. In the event either Party defaults in the performance of any of the material terms of this Easement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of such default and identifying the specific provision in this Easement which gives rise to the default. The defaulting Party shall have thirty (30) days after receipt of such notice to either (i) cure the default or (ii) if such default is incapable of cure within such thirty (30) day period, commence curing the default within such thirty (30) day period and diligently pursue such cure to completion. In the event the defaulting Party fails to do so, the non-defaulting Party may terminate this Easement upon thirty (30) days' written notice. Termination shall not relieve either party of obligations that accrued prior to termination, including but not limited to Grantee's obligations under Sections 1, 2, 3, 4, 7, and 8, which shall survive termination.

   b. Expiration. This Easement shall automatically expire upon the earlier of: (i) substantial completion of all Work within the Easement Parcel, as confirmed in writing by the District Engineer; or (ii) such specific expiration date as may be mutually agreed upon in writing by both parties. For purposes of this Easement, "substantial completion" means the point at which all utility construction activities within the Easement Parcel are complete, all restoration required by Sections 1 and 4 has been performed to the satisfaction of the District Engineer, and written confirmation of the same has been issued by Grantor. Upon expiration, all rights of access and construction granted hereunder shall terminate automatically, and Grantee shall have no further right to access or use the Easement Parcel for construction purposes. Grantee's obligations under Sections 1, 2, 3, 4, 7, and 8 shall survive such expiration.

8. **Restoration Upon Expiration or Termination.** Upon expiration or termination of this Easement, the Grantee shall, within thirty (30) days, complete all restoration required by Sections 1 and 4 hereof and shall remove any temporary staging, equipment, materials, or other items placed by Grantee within the Easement Parcel that are not part of the permanent utility improvements, restoring the Easement Parcel to substantially the same condition as existed prior to commencement of the Work. Grantee shall promptly repair any damage to

the Easement Parcel caused by such restoration activities within thirty (30) days of completion. If Grantee fails to timely complete restoration and removal, Grantor may (i) perform such restoration and removal at Grantee's expense, plus a fifteen percent (15%) administrative fee, or (ii) deem any temporary materials or equipment remaining on the Easement Parcel after such thirty (30) day period as abandoned, with ownership vesting in Grantor "AS IS" and "WHERE IS," provided that Grantee shall remain liable for any environmental contamination, hazardous materials, or safety hazards associated with such abandoned materials, and Grantor reserves the right to require removal and seek damages at any time if such abandoned materials create any hazard or liability.

9. **Insurance.** The Grantee shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than ~~Two~~One Million Dollars ($~~2~~1,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars ($1,000,000) per accident and in the aggregate. The Grantee will provide the Grantor with a certificate evidencing such insurance prior to commencing any work hereunder and shall add the Trout Creek Community Development District, its supervisors, officers, staff, and agents as additional insured parties on a primary and non-contributory basis. All insurance policies shall contain a waiver of subrogation in favor of Grantor. No certificate shall be acceptable to Grantor 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 Grantor. The insurance requirements shall survive termination of this Easement for any claims arising during the term.

10. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of the Grantor's sovereign immunity or the Grantor's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Easement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

11. **Applicable Law and Venue.** This Easement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for St. Johns County, Florida. In any litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including expert witness fees and costs of investigation. Grantee waives any right to jury trial for any dispute arising under this Easement.

[Signature page to Grant of Easement below]

Executed as of the date first written above.

WITNESSES

GRANTOR:
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____

_____
Print Name

_____

By:_____
Name:
Title: Chairperson, Board of Supervisors

_____
Print Name

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me [__] in person or [__] by online notarization, this ___ day of _____ 2026, by _____, as Chairperson of the TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT. He/she [__] is (personally known to me) or [__] has presented _____(type of identification) as identification and [__] did/[__] did not take an oath.

Witness my hand and official seal.

_____
Notary Public

_____
(Print Name)

My commission expires: _____

WITNESSES

GRANTEE:
WFC ASHFORD MILLS OWNER VII, L.L.C.

_____

_____
Print Name

_____ By:_____
Name:
_____ Title:
Print Name

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me [__] in person or [__] by online notarization, this ___ day of _____ 2026, by _____, as _____ of WFC Ashford Mills Owner VII, L.L.C., a Delaware limited liability company, who acknowledged that he/she is authorized to execute this instrument on behalf of the company. He/she [__] is (personally known to me) or [__] has presented _____(type of identification) as identification and [__] did/[__] did not take an oath.

Witness my hand and official seal.

_____
Notary Public

_____
(Print Name)

My commission expires: _____

WITNESSES

GRANTEE:
SASH PROPERTIES LLC~~, as Contractor~~

_____

_____
Print Name

_____

By:_____
Name:
Title:

_____
Print Name

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me [__] in person or [__] by online notarization, this ___ day of _____ 2026, by _____, as _____ of SASH Properties LLC, a Florida limited liability company, who acknowledged that he/she is authorized to execute this instrument on behalf of the company. He/she [__] is (personally known to me) or [__] has presented _____(type of identification) as identification and [__] did/[__] did not take an oath.

Witness my hand and official seal.

_____
Notary Public

_____
(Print Name)

My commission expires: _____

Composite Exhibit A

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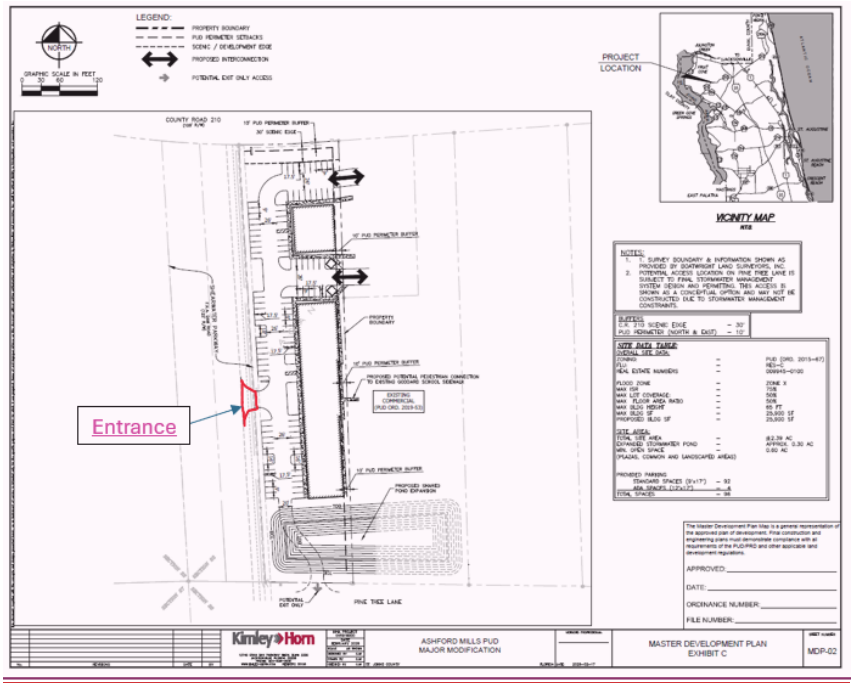
Exhibit C



Return to Agenda Pg. 2

EXHIBIT 17

MINUTES OF MEETING

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

The Workshop of the Board of Supervisors of the Trout Creek Community Development District was held on Tuesday, April 7, 2026 at 10:03 a.m., at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

FIRST ORDER OF BUSINESS – Roll Call

Mr. McGaffney called the meeting to order and conducted roll call.

Present were:

Clint Wright	Board Supervisor, Chairman
Heather Loffredo	Board Supervisor, Vice Chairman
Jim Breslin *(via phone)*	Board Supervisor, Assistant Secretary
Ronnie Murphy	Board Supervisor, Assistant Secretary
Vincent Sajkowski	Board Supervisor, Assistant Secretary

Also, present were:

Howard McGaffney	District Manager, Vesta District Services
Jennifer Kilinski *(via phone)*	District Counsel, Kilinski | Van Wyk PLLC
Mitchell Zwang *(via phone)*	Kilinski | Van Wyk PLLC
Belynda Tharpe	General Manager, FirstService Residential
Jessica Knutelsky	Assistant General Manager, FirstService Residential
Mike Yuro *(via phone)*	District Engineer, Yuro & Associates

The following is a summary of the discussions had at the April 7, 2026 Trout Creek CDD Board of Supervisors workshop. Audio for this meeting is available upon public records request by emailing PublicRecords@vestapropertyservices.com.

SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for agenda items) *Residents, please note that if you are unable to attend the meeting you may send your questions to the District Manager, Howard McGaffney at howard@cddmanagers.com, up until the day before the meeting.

A resident expressed his concerns regarding e-bikes ruining the landscaping within the community and wanted to know why there were no rules posted or sent out regarding said e-bikes.

A resident discussed the budget and noted that he felt that only registered voters should be allowed to participate in district surveys. He also discussed the easement policy and compliance with the St. Johns County 2025 Ordinance regarding easements, suggested that the Board obtain competitive bids for the landscaping, and noted certain changes between the last approved amenity rules and the current proposed version.

A resident provided an update on the proposed wall to be funded by the state but initially paid for by the county.

A resident discussed bond resizing and improvement financing, and cost issuance.

THIRD ORDER OF BUSINESS – Discussion Topics

A. Exhibit 1: Draft Proposed FY 2026-2027 Budget

Mr. McGaffney and Supervisor Murphy provided a high-level overview of the work completed on the FY 2026-2027 draft proposed budget. The Board agreed to submit questions and requests to the District Manager by the end of the following week.

The meeting moved to Items F. and G. under the same order of business, at this time.

B. Exhibit 2: Survey for New Amenity/Community Improvements – Vice Chair/GM/AGM

Discussion ensued. The Board chose to update Section 3, Question 10 with the amounts provided by Supervisor Murphy, Mr. Muether would update the assessment table to include 76 units from Phase 3J, and Ms. Tharpe and Ms. Knutelsky would provide the Operations and Maintenance costs after reviewing the updated financials. It was noted to keep the questions related to pickleball and basketball on the survey.

C. Exhibit 3: Bond Sizing Project – 30yrs. – Logan Muether

D. Exhibit 4: Easement Variance for Fences

Mr. McGaffney provided a brief explanation as to why this was on the agenda. Discussion ensued.

E. Update on Settlement Agreement Negotiations

Ms. Kilinski provided a brief update.

F. Options for Addressing Bike Damage to Hills/Landscaping

This item was discussed with Item G.

G. Exhibit 5: Consideration of Ruppert Landscape Proposals

A representative from Ruppert Landscape presented the proposals. Discussion ensued regarding the damage done by bikes/dirt bikes/e-bikes jumping the mound, and concerns regarding liability should anyone get hurt when doing so. The discussion also focused on how to remediate the issue of e-bikes and motorized vehicles on landscaping.

Supervisor Loffredo requested that District Counsel research whether the District could require e-bike and other motorized vehicles to register with the District. Discussion ensued regarding the challenges with enforcement and ticketing, which only local law enforcement could do.

Discussion ensued regarding possibly hiring off-duty law enforcement and calling law enforcement when incidents were witnessed.

The District Counsel would add fees for permitting e-bikes/motorbikes to the user rates/fees to be discussed at a previously approved public hearing set for the May Board meeting.

Staff were given the green light to e-blast out a communication provided by District Counsel on the use of e-bikes within the District. And Ms. Tharpe would reach out to SJCSO regarding potential involvement in enforcement.

The Board also requested that staff provided proposals for additional roving patrol hours.

1. ENH026109326-06 – Falls Park Sod - $15,514.00
2. ENH026109326-06 – Falls Park Sod - $11,377.00
3. ENH026109326-16 – Hill Obstructing Plants - $14,852.00 (Podocarpus)/$11,699.00 (Trees & Boulders)/$18,828.00 (Podocarpus & Trees)

The meeting moved back to Item B. under the same order of business, at this time.

H. Amenity Improvements – *To Be Distributed*

I. Exhibit 6: Updated Rules, Policies, User Rates & Fees, & Disciplinary Rules

FOURTH ORDER OF BUSINESS – General Manager's Update

FIFTH ORDER OF BUSINESS – Supervisors' Requests

Mr. Sajkowski asked for clarification on the towing map, and it was noted that all District roads were declared as tow away zones.

SIXTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda *(limited to 3 minutes per individual)*

A couple residents commented on and asked about the survey to go out. Discussion ensued.

A resident asked about the FY 2024-2025 Goals and Objectives. Discussion ensued.

A resident discussed the possible costs of taking out a new bond in relation to what the survey was being sent out for. Discussion ensued.

SEVENTH ORDER OF BUSINESS – Next Meeting Quorum Check: April 23 at 6:00 PM

Four out of five Board members stated that they would be attending the next Board meeting. Supervisor Sajkowski noted that he would not be attending.

EIGHTH ORDER OF BUSINESS – Adjournment

Mr. McGaffney asked for final questions, comments, or corrections before requesting a motion to adjourn the workshop. There being none, Mr. Wright made a motion to adjourn the workshop.

On a MOTION by Mr. Wright, SECONDED by Mr. Sajkowski, WITH ALL IN FAVOR, the Board adjourned the workshop at 11:52 a.m. for the Trout Creek Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on May 28, 2026.

Signature	**Signature**
Printed Name	**Printed Name**
Title: □ **Secretary** □ **Assistant Secretary**	**Title:** □ **Chairman** □ **Vice Chairman**

Return to Agenda Pg. 2

EXHIBIT 18

MINUTES OF MEETING

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Trout Creek Community Development District was held on Thursday, April 23, 2026 at 6:03 p.m., at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

FIRST ORDER OF BUSINESS – Roll Call

Mr. McGaffney called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Clint Wright	Board Supervisor, Chairman
Heather Loffredo	Board Supervisor, Vice Chairman
Jim Breslin	Board Supervisor, Assistant Secretary
Ronnie Murphy	Board Supervisor, Assistant Secretary

Also, present were:

Howard McGaffney	District Manager, Vesta District Services
Jennifer Kilinski	District Counsel, Kilinski | Van Wyk PLLC
Mitchell Zwang	District Counsel, Kilinski | Van Wyk PLLC
Belynda Tharpe	General Manager, FirstService Residential
Jennifer Knutelsky	Assistant General Manager, First Service Residential
Holly Spaulding	Resident
Jake	Resident
Randy	Resident
Oscar	Resident
Lindsay Sutliff	Resident
Jess Saunders	Resident
Bud	Resident
Elizabeth Steele	Resident
John Hannigan	Resident
Vicky	Resident
Sam Palli	Resident

The following is a summary of the discussions and actions taken at the April 23, 2026 Trout Creek CDD Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records request by emailing PublicRecords@vestapropertyservices.com.

SECOND ORDER OF BUSINESS – Pledge of Allegiance

THIRD ORDER OF BUSINESS – Audience Comments – *(limited to 3 minutes per individual for agenda items)*

Holly Spaulding asked about the official decision on the fence variance request on the drainage easements as her notes differed from the official April 16, 2025, minutes. She noted that the Board had set the requirement for 20' of clearance for pond maintenance vehicles and general access to the ponds. She also commented on the requirements for night swimming as set forth by the health department.

James introduced himself as a representative for the Shearwater Sharks Team.

Randy commented on e-bike rules and provided recommendations on how to possibly mitigate the destruction of landscaping and mulch. One recommendation was to require registration for all motorized vehicles and also handed out photos of the areas that had been affected by e-bikes.

Oscar commented on the excess street parking in his area of the district.

Lindsay Sutliff provided updates and comments on the status of the 16A buffer initiative with the county and asked that residents support the initiative by engaging with the county to potentially put up a wall.

Jess Saunders thanked the Board for their support of the Shearwater Sharks Swim Team and also commented on the lack of parking for large or multiple events occurring within the community to which she requested the enforcement of parking standards.

Bud commented on the registration of e-bikes and golf carts.

Elizabeth Steele provided updates as well regarding the 16A buffer initiative.

Mr. McGaffney presented two proposals for the night swimming discussion, which would be further discussed at the next workshop.

FOURTH ORDER OF BUSINESS – Staff Reports

A. District Counsel

Ms. Kilinski presented the report for the month and started with the variance policy. The recommendation from District Engineer was to keep the easements completely open while allowing residents to install fences on their property, but not on the pond banks. And noted that the options for this were to have no variance policy or have a variance policy with some width accommodations.

Ms. Kilinski provided a brief update on the possible turnover of Shearwater Pkwy. to the County.

Ms. Kilinski provided a brief update on the settlement agreement, which was for $470,000.00 total, plus $25,000.00 towards the outfall structure. And noted that the option was to accept the agreement at that total amount.

Discussion ensued regarding the variance policy, which would be ratified at the next Board meeting.

Discussion ensued regarding the settlement agreement.

> On a MOTION by Mr. Breslin, SECONDED by Mr. Wright, WITH ALL IN FAVOR, the Board approved the settlement agreement with the previous terms, in the amount of $470,000.00, for the Trout Creek Community Development District.

Ms. Kilinski provided a brief update on the VerdeGo litigation and requested an Attorney-Client Shade Session was scheduled for the May meeting.

Ms. Kilinski provided a brief update on the pond 22A outfall structure repair. Discussion ensued.

> On a MOTION by Ms. Loffredo, SECONDED by Mr. Wright, WITH ALL IN FAVOR, the Board approved the pond 22A outfall structure repair and for District Counsel to draft an agreement to be executed by the Chairman, at a not-to-exceed of $98,000.00, for the Trout Creek Community Development District.

John Hannigan noted the condition of the pond, the design, and the previous discussion regarding this issue with the prior engineering firm.

Supervisor Loffredo asked about and discussed with District Counsel about the bonds, bond issuances, bond holder consent, and the timeline with substantial absorption.

The audience comments were re-opened.

Vicky asked for a crosswalk for Calcutta and Shearwater Pkwy. Discussion ensued regarding a potential second amenity center, and additional parking concerns. She also added comments about lights for the crosswalks.

James, Shearwater Sharks representative, requested that the Board allow an additional five non-resident swimmers.

> On a MOTION by Mr. Breslin, SECONDED by Mr. Wright, WITH ALL IN FAVOR, the Board approved the amendment of the Shearwater Sharks agreement to add five additional non-resident slots and for District Counsel to draft the agreement and for the Chair to execute the agreement, for the Trout Creek Community Development District.

B. District Engineer

Mr. McGaffney read the report as provided by the District Engineer who was not in attendance.

C. Landscape Maintenance Service Reports

There being no representatives present and no questions from the Board, the next item followed.

D. Pond Aquatics Service Reports

Ms. Tharpe noted that Charles Aquatics had sold their business to Tigris effective as of the prior week.

E. Exhibit 1: General/Assistant Manager

Supervisor Murphy requested an update on the JEA situation. Ms. Tharpe provided a brief update with Mr. McGaffney providing further information.

1. Exhibit 2: March Café Square Category Sales Report
2. Exhibit 3: March Square Category Sales Report
3. Exhibit 4: March Café Square Sunday Category Sales Report
4. Exhibit 5: March Maintenance Report
5. Exhibit 6: March Lifestyle Summary Report
6. Exhibit 7: March Lifestyle P&L Report

F. District Manager

Mr. McGaffney provided an update on the accounting progress. Supervisor Murphy provided further comments based on discussions with the accounting department at Vesta.

FIFTH ORDER OF BUSINESS – Business Items

A. Exhibit 8: Consideration of Temporary Construction Easement (Ashford Mills)

Ms. Kilinski introduced the matter to the Board and the audience.

Sam Palli discussed the temporary construction easement as he was under contract with Ashford Mills to purchase the property. Discussion ensued.

Mr. McGaffney, Ms. Kilinski, and Supervisor Wright explained at a basic level what was being requested of the potential property owner.

B. Exhibit 9: Consideration of License Plate Reader Proposal Options – *To Be Distributed*

Ms. Knutelsky provided a brief overview of the proposal that was provided as well as additional information she had received before the meeting. Discussion ensued.

C. Exhibit 10: Consideration of VB Global Tech Agreement Addendum

Mr. McGaffney provided a brief overview of the addendum and recommended that the Board approve after accepting the agreement with VB Global Tech in the Consent Agenda. The Board approved the Consent Agenda then circled back to the addendum for a motion.

> On a MOTION by Mr. Wright, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board approved the VB Global Tech Agreement Addendum, for the Trout Creek Community Development District.

SIXTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 11: Consideration for Approval – The Minutes of the Board of Supervisor Workshop Held on March 10, 2026

B. Exhibit 12: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on March 26, 2026

C. Exhibit 13: Consideration for Acceptance – The February 2026 Unaudited Financial Statements

D. Exhibit 14: Consideration for Acceptance – The March 2026 Unaudited Financial Statements

E. Exhibit 15: Ratification of VGlobal Tech Website Services Agreement

F. Exhibit 16: Ratification of Vesta Property Services 5th Amendment to Lifeguard Services Agreement

G. Exhibit 17: Ratification of Vesta Property Services 6th Amendment to Lifeguard Services Agreement

H. Exhibit 18: Ratification of Sean Luttrell Videography Services Agreement

I. Ratification of Tri-County Security Services Agreement – *Under Separate Cover*

J. Exhibit 19: Ratification of Assignment & Amendment of Aquatic Management Agreement

K. Exhibit 20: Ratification of FirstService Residential Janitorial Services Agreement

> On a MOTION by Mr. Wright, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board approved the Consent agenda as presented, for the Trout Creek Community Development District.

SEVENTH ORDER OF BUSINESS – Discussion Topics

A. Trail #5 Dirt Bike Pathway

Supervisor Loffredo provided a brief overview of the need for this. Discussion ensued on how this would work, if at all.

B. Exhibit 21: Amended & Restated Amenity Rates, Reservation Fees, Disciplinary Rules

Ms. Kilinski provided an overview and noted that the policies could be changed month to month, but that rules and rates would need a public hearing for any changes to be made. Discussion ensued.

> On a MOTION by Ms. Loffredo, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board approved the Amended & Restated Amenity Rates, Reservation Fees, Disciplinary Rules, for the Trout Creek Community Development District.

C. Exhibit 22: Amended & Restated Parking & Towing Rules

This item was discussed during the Fourth Order of Business – Staff Reports.

D. Shearwater Sharks Summer Practice Schedule

EIGHTH ORDER OF BUSINESS – Supervisors' Requests

Supervisor Wright added to the e-bikes discussion. Discussion ensued regarding what to do with the landscaping affected by the e-bikes.

> On a MOTION by Ms. Loffredo, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board approved staff to work with District Counsel on amending the policy for e-bikes to not be allowed in common/amenity areas, for the Trout Creek Community Development District.

Supervisor Wright left the meeting at approximately 8:32 p.m.

Supervisor Loffredo requested that proposals for shade sails be added to the next agenda.

Supervisor Murphy requested that the meetings be moved to 3:00 p.m.

NINTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda *(limited to 3 minutes per individual)*

A resident requested that the Board look into obtaining another smith machine for the gym.

John noted that he had spoken to Prestige, who said they had not been contacted, but had submitted a proposal of $9,000.00 for the repair of landscaping. And noted the differences between the Prestige quote and the Ruppert Landscape quotes. Discussion ensued. Mr. McGaffney noted that he had an open-door policy for residents and for anybody else to come to him with their concerns, and that it was best to not have residents reach out to vendors for the District. Ms. Tharpe clarified that she had not misspoke at the workshop and that they had reached out to the current vendor for Phase 1 and that the other vendors were hesitant to warranty anything taken care of by another contractor.

A resident discussed issues with traffic through the community in relation to the multi-use path. Discussion ensued.

A resident commented on the registration of e-bikes and whether that was allowed. District Counsel provided input regarding the difference between e-bikes that could be peddled or not. Discussion ensued.

TENTH ORDER OF BUSINESS – Security Session* *In accordance with sections 119.071(3)(a) and 286.0113(1), Florida Statutes, a portion of the meeting may be closed to the public, as it relates to details of the District's security system plan. The closed session may occur at any time during the meeting and is expected to last approximately thirty (30) minutes but may end earlier or extend longer.

The Board did not enter into a security session.

ELEVENTH ORDER OF BUSINESS – Next Workshop: May 11 at 10:00 a.m.

TWELFTH ORDER OF BUSINESS – Next Regular Meeting: May 28 at 6:00 p.m.

THIRTEENTH ORDER OF BUSINESS – Adjournment

Mr. McGaffney asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Ms. Loffredo made a motion to adjourn the meeting.

> On a MOTION by Ms. Loffredo, SECONDED by Ms. Breslin, WITH ALL IN FAVOR, the Board adjourned the meeting at 8:50 p.m. for the Trout Creek Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on May 28, 2026.

Signature	**Signature**
Printed Name	**Printed Name**
Title: □ **Secretary** □ **Assistant Secretary**	**Title:** □ **Chairman** □ **Vice Chairman**

Return to Agenda Pg. 2

EXHIBIT 19

Trout Creek
Community Development District

Financial Statements - Unaudited

April 30, 2026

Trout Creek CDD
Balance Sheet
April 30, 2026

	General Fund	Reserve Fund	Debt Service 2018	Debt Service 2020	Debt Service 2022	Debt Service 2025	A & C	Total
ASSETS								
Operating Account - South State	$ 2,310,081	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,310,081
Reserve Account - South State	-	1,424,852	-	-	-	-	-	1,424,852
Kayak Account - South State	22,014	-	-	-	-	-	-	22,014
Investments:								
Revenue Trust Fund			528,038	136,907	143,769	341,432		1,150,146
Interest Fund			294,553	74,938	79,396	340,956		789,843
Prepayment Fund			-	41	-	-		41
Rebate Fund			-	-	-	-		-
Sinking Fund			230,000	90,000	50,000	520,000		890,000
Reserve Fund			407,141	239,100	210,638	-		856,879
Construction Fund							27,749	27,749
Cost of Issuance							5,991	5,991
Accounts Receivable	25,884	-	-	-	-	-	15,214	41,098
Assessments Receivable - On Roll	19,140	-	3,675	1,092	984	5,384	-	30,274
Due from Other Funds	41,291	-	5,734	1,695	1,527	8,348	-	58,595
Prepaid Items	14,646	-	-	-	-	-	-	14,646
Deposits	6,049	-	-	-	-	-	-	6,049
TOTAL ASSETS	**2,439,105**	**1,424,852**	**1,469,141**	**543,773**	**486,312**	**1,216,119**	**48,955**	**7,628,257**
LIABILITIES								
Accounts Payable	45,500	-	-	-	-	-	-	45,500
Accrued Expenses	211,986	-	-	-	-	-	-	211,986
Rental Deposits Payable	4,654	-	-	-	-	-	-	4,654
Sales Tax Payable	325	-	-	-	-	-	-	325
Due to Other Funds	17,304	41,291	-	-	-	-	-	58,595
Retainage Payable	-	-	-	-	-	-	15,214	15,214
Deferred Revenue - On Roll	19,140	-	3,675	1,092	984	5,384	-	30,274
TOTAL LIABILITIES	298,909	41,291	3,675	1,092	984	5,384	15,214	366,548
Fund Balance:								
Nonspendable	20,695	-	-	-	-	-	-	20,695
Assigned	-	-						-
Committed	17,304							
Restricted	-	-	1,465,467	542,681	485,329	1,210,736	33,741	7,241,014
Unassigned	2,102,196	1,383,561						-
TOTAL FUND BALANCE	2,140,196	1,383,561	1,465,467	542,681	485,329	1,210,736	33,741	7,261,709
TOTAL LIABILITIES & FUND BALANCE	**$ 2,439,105**	**$ 1,424,852**	**$ 1,469,141**	**$ 543,773**	**$ 486,312**	**$ 1,216,119**	**$ 48,955**	**$ 7,628,257**

Trout Creek CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through April 30, 2026

		FY2026 Adopted Budget	Year-to-Date Budget thru 04/30/26	FY2026 Actual Year-to-Date	Over (Under) YTD Budget 04/30/26
1	**REVENUES**				
2	Special Assessments - On Roll	$ 3,809,678	$ 3,807,773	$ 3,838,404	$ 30,631
3	Special Assessments - Off Roll	8,631	8,622	8,636	14
4	Interest	25,000	14,583	24,836	10,252
5	HOA Capital Transfer	110,000	55,000	97,300	42,300
6	Activity Fees	20,000	11,667	9,752	(1,915)
7	Café Revenues	35,000	12,000	15,501	3,501
8	Facilities Rentals	40,000	23,333	30,398	7,064
9	HOA Reimbursement	45,000	22,500	25,884	3,384
10	Insurance Proceeds	-	-	2,000	2,000
11	Misc. Revenues	-	-	53,751	53,751
12	Special Events Revenues	40,000	23,333	6,462	(16,871)
13	**TOTAL REVENUES**	**$ 4,133,309**	**$ 3,978,812**	**$ 4,112,923.52**	**$ 134,111**
14	**EXPENDITURES**				
15	**Administrative:**				
16	Supervisors Fees	24,000	14,000	13,800	(200)
17	Accounting Services	22,362	13,045	15,318	2,273
18	Administrative Services	5,512	3,215	5,297	2,081
19	Arbitrage Rebate Calculation	1,800	1,050	-	(1,050)
20	Assessment Roll	5,966	3,480	7,680	4,200
21	Auditing Services	4,100	2,392	-	(2,392)
22	Disclosure Report	8,000	8,000	10,333	2,333
23	District Engineer	40,000	23,333	23,653	319
24	District Management	22,122	12,905	23,218	10,313
25	Dues, Licenses & Fees	175	175	546	371
26	Financial & Revenue Collections	5,682	3,315	2,368	(947)
27	Legal Advertising	3,500	2,042	840	(1,202)
28	Miscellaneous Fees	1,200	700	1,334	634
29	Public Officials Liability Insurance	3,600	2,100	2,089	(11)
30	Trustee Fees	15,000	11,250	10,033	(1,217)
31	Website Hosting, Maintenance & Backup	3,700	2,158	2,775	617
32	District Counsel	150,000	87,500	102,577	15,077
33	Litigation/Mediation	-	-	16,023	16,023
34	**Total Administrative**	**316,719**	**190,659**	**237,884**	**31,201**
35	**Field Operations:**				
36	Law Enforcement:				
37	Security	62,000	36,167	48,990	12,823
38	Total Law Enforcement	62,000	36,167	48,990	12,823
39	Utilities:				
40	Electric - Recreation Facilities	56,000	32,667	35,872	3,205
41	Electric - Streetlights	62,000	36,167	49,771	13,605
42	Utility Services - Meters	12,000	7,000	7,220	220
43	Gas Utilitiy Services	17,000	9,917	1,486	(8,430)

Trout Creek CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through April 30, 2026

		FY2026 Adopted Budget	Year-to-Date Budget thru 04/30/26	FY2026 Actual Year-to-Date	Over (Under) YTD Budget 04/30/26
44	Garbage/Solid Waste	15,000	8,750	9,607	857
45	Reclaimed Water	445,000	222,500	169,387	(53,113)
46	Water-Sewer Recreational Facilities	18,375	10,719	8,830	(1,889)
47	Total Utilities	625,375	327,719	282,173	(45,545)
48	Stormwater Control:				
49	Aquatic Maintenance	55,000	32,083	25,459	(6,624)
50	Stormwater System Maintenance	3,500	2,042	-	(2,042)
51	Total Stormwater Control	58,500	34,125	25,459	(8,666)
52	Other Physical Environment:				
53	Common Area Pine Straw Mulch	140,000	81,667	84,950	3,284
54	Entry & Wall Maintenance & Repair	2,500	1,458	-	(1,458)
55	General Liability & Property Insurance	112,928	65,875	61,637	(4,237)
56	Holiday Decorations	7,500	5,000	2,729	(2,271)
57	Irrigation Repair	35,000	20,417	20,403	(14)
58	Landscape & Irrigation Maintenance	1,070,000	600,947	525,660	(75,287)
59	Landscape Replacements	70,000	40,833	39,093	(1,740)
60	Miscellaneous Expenses	20,000	11,667	36,184	24,517
61	Total Other Physical Environment	1,457,928	827,863	770,656	(57,207)
62	Road & Street Facilities:				
63	Amenity Lighting Repairs	5,000	2,917	-	(2,917)
64	Total Road & Street Facilities	5,000	2,917	-	(2,917)
65	Parks & Recreation				
66	Access Control Maintenance & Repair	10,000	5,833	3,585	(2,248)
67	Janitorial Service	25,000	14,583	12,106	(2,477)
68	Amenity Maintenance & Repair	75,000	43,750	91,405	47,655
69	Amenity Management Service Contracts	23,244	13,559	13,559	-
70	Café Materials	25,000	8,500	6,999	(1,501)
71	Janitorial Supplies	12,000	7,000	9,600	2,600
72	Community Gardens Maintenance & Supplies	500	292	114	(177)
73	Dog Waste Station Supplies	750	438	87	(351)
74	Employee - Amenity Staff	905,000	527,917	429,699	(98,218)
75	Fitness Equipment Lease	37,560	21,910	22,529	619
76	Fitness Equipment Maintenance/Repairs	4,000	2,333	2,968	634
77	Licenses, Fees & Permits	16,000	9,333	6,779	(2,554)
78	Lifeguard/Pool Monitors	185,733	24,200	2,560	(21,640)
79	Office Supplies	10,800	6,300	1,648	(4,652)
80	Operating Supplies	7,200	4,200	8,922	4,722
81	Pest Control/Termite Bond	3,000	1,750	2,254	504
82	Pool Chemicals	59,000	59,000	58,682	(318)
83	Pool Maintenance Contract	35,000	20,417	23,124	2,707
84	Security System Monitoring & Maintenance	4,000	2,333	7,821	5,487
85	Telephone, Internet, Cable	15,000	8,750	5,043	(3,707)
86	Tennis Court Programs & Maint & Supplies	5,000	2,917	2,729	(188)
87	Training & Education	5,400	3,150	1,891	(1,259)

Trout Creek CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through April 30, 2026

		FY2026 Adopted Budget	Year-to-Date Budget thru 04/30/26	FY2026 Actual Year-to-Date	Over (Under) YTD Budget 04/30/26
88	Uniforms	2,000	1,167	525	(642)
90	Wildlife Management	1,500	875	620	(255)
91	Total Parks & Recreation	1,467,687	790,507	715,249	(75,258)
92	Special Events:				
93	Shuttle Service	15,100	10,550	7,900	(2,650)
94	Special Events	75,000	52,500	58,749	6,249
95	Total Special Events	90,100	63,050	66,649	3,599
95	Contingency:				
96	Miscellaneous Contingency	50,000	29,167	49,089	19,923
97	Total Contingency	50,000	29,167	49,089	19,923
98	**Total Field Operations**	**3,816,590**	**2,111,514**	**1,958,266**	**(153,248)**
99	**Total Expenditures**	**$ 4,133,309**	**$ 2,302,173**	**$ 2,196,149**	**$ (122,047)**
100	**Excess of Revenue Over/(Under) Expenditures**	-	1,676,640	1,916,774	256,158
101	**Other Funding Sources/(Uses)**				
102	Transfers In	-	-	3,358,757	3,358,757
103	Transfers Out	-	-	(3,358,757)	(3,358,757)
104	**Total Other Funding Sources/(Uses)**	**-**	**-**	**0**	**0**
105	**Net Change in Fund Balance**	-	1,676,640	1,916,775	256,158
106	Fund Balance - Beginning			223,421	223,421
107	**Fund Balance - Ending**	**$ -**	**$ 1,676,640**	**$ 2,140,196**	**$ 479,579**

Trout Creek CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through April 30, 2026

		FY2026 Adopted Budget	Year-to-Date Budget thru 04/30/26	FY2026 Actual Year-to-Date	Over (Under) YTD Budget 04/30/26	Budget to Actual Percentage
1	**REVENUES**					
2	Special Assessments - On Roll	$ 3,809,678	$ 3,807,773	$ 3,838,404	$ 30,631	100.75%
3	Special Assessments - Off Roll	8,631	8,622	8,636	14	100.06%
4	Interest	25,000	14,583	24,836	10,252	99.34%
5	HOA Capital Transfer	110,000	55,000	97,300	42,300	88.45%
6	Activity Fees	20,000	11,667	9,752	(1,915)	48.76%
7	Café Revenues	35,000	12,000	15,501	3,501	44.29%
8	Facilities Rentals	40,000	23,333	30,398	7,064	75.99%
9	HOA Reimbursement	45,000	22,500	25,884	3,384	57.52%
10	Insurance Proceeds	-	-	2,000	2,000	-
11	Misc. Revenues	-	-	53,751	53,751	-
12	Special Events Revenues	40,000	23,333	6,462	(16,871)	16.16%
13	**TOTAL REVENUES**	**$ 4,133,309**	**$ 3,978,812**	**$ 4,112,923.52**	**$ 134,111**	**99.51%**
14	**EXPENDITURES**					
15	**Administrative:**					
16	Supervisors Fees	24,000	14,000	13,800	(200)	57.50%
17	Accounting Services	22,362	13,045	15,318	2,273	68.50%
18	Administrative Services	5,512	3,215	5,297	2,081	96.09%
19	Arbitrage Rebate Calculation	1,800	1,050	-	(1,050)	0.00%
20	Assessment Roll	5,966	3,480	7,680	4,200	128.73%
21	Auditing Services	4,100	2,392	-	(2,392)	0.00%
22	Disclosure Report	8,000	8,000	10,333	2,333	129.17%
23	District Engineer	40,000	23,333	23,653	319	59.13%
24	District Management	22,122	12,905	23,218	10,313	104.95%
25	Dues, Licenses & Fees	175	175	546	371	312.23%
26	Financial & Revenue Collections	5,682	3,315	2,368	(947)	41.67%
27	Legal Advertising	3,500	2,042	840	(1,202)	23.99%
28	Miscellaneous Fees	1,200	700	1,334	634	111.18%
29	Public Officials Liability Insurance	3,600	2,100	2,089	(11)	58.04%
30	Trustee Fees	15,000	11,250	10,033	(1,217)	66.89%
31	Website Hosting, Maintenance & Backup	3,700	2,158	2,775	617	75.00%
32	District Counsel	150,000	87,500	102,577	15,077	68.38%
33	Litigation/Mediation	-	-	16,023	16,023	-
34	**Total Administrative**	**316,719**	**190,659**	**237,884**	**31,201**	**75.11%**
35	**Field Operations:**					
36	Law Enforcement:					
37	Security	62,000	36,167	48,990	12,823	79.02%
38	Total Law Enforcement	62,000	36,167	48,990	12,823	**79.02%**
39	Utilities:					
40	Electric - Recreation Facilities	56,000	32,667	35,872	3,205	64.06%
41	Electric - Streetlights	62,000	36,167	49,771	13,605	80.28%
42	Utility Services - Meters	12,000	7,000	7,220	220	60.16%
43	Gas Utilitiy Services	17,000	9,917	1,486	(8,430)	8.74%

Trout Creek CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through April 30, 2026

		FY2026 Adopted Budget	Year-to-Date Budget thru 04/30/26	FY2026 Actual Year-to-Date	Over (Under) YTD Budget 04/30/26	Budget to Actual Percentage
44	Garbage/Solid Waste	15,000	8,750	9,607	857	64.05%
45	Reclaimed Water	445,000	222,500	169,387	(53,113)	38.06%
46	Water-Sewer Recreational Facilities	18,375	10,719	8,830	(1,889)	48.05%
47	Total Utilities	625,375	327,719	282,173	(45,545)	**45.12%**
48	Stormwater Control:					
49	Aquatic Maintenance	55,000	32,083	25,459	(6,624)	46.29%
50	Stormwater System Maintenance	3,500	2,042	-	(2,042)	0.00%
51	Total Stormwater Control	58,500	34,125	25,459	(8,666)	**43.52%**
52	Other Physical Environment:					
53	Common Area Pine Straw Mulch	140,000	81,667	84,950	3,284	60.68%
54	Entry & Wall Maintenance & Repair	2,500	1,458	-	(1,458)	0.00%
55	General Liability & Property Insurance	112,928	65,875	61,637	(4,237)	54.58%
56	Holiday Decorations	7,500	5,000	2,729	(2,271)	36.39%
57	Irrigation Repair	35,000	20,417	20,403	(14)	58.29%
58	Landscape & Irrigation Maintenance	1,070,000	600,947	525,660	(75,287)	49.13%
59	Landscape Replacements	70,000	40,833	39,093	(1,740)	55.85%
60	Miscellaneous Expenses	20,000	11,667	36,184	24,517	180.92%
61	Total Other Physical Environment	1,457,928	827,863	770,656	(57,207)	**52.86%**
62	Road & Street Facilities:					
63	Amenity Lighting Repairs	5,000	2,917	-	(2,917)	0.00%
64	Total Road & Street Facilities	5,000	2,917	-	(2,917)	**0.00%**
65	Parks & Recreation					
66	Access Control Maintenance & Repair	10,000	5,833	3,585	(2,248)	35.85%
67	Janitorial Service	25,000	14,583	12,106	(2,477)	48.42%
68	Amenity Maintenance & Repair	75,000	43,750	91,405	47,655	121.87%
69	Amenity Management Service Contracts	23,244	13,559	13,559	-	58.33%
70	Café Materials	25,000	8,500	6,999	(1,501)	27.99%
71	Janitorial Supplies	12,000	7,000	9,600	2,600	80.00%
72	Community Gardens Maintenance & Supplies	500	292	114	(177)	22.84%
73	Dog Waste Station Supplies	750	438	87	(351)	11.60%
74	Employee - Amenity Staff	905,000	527,917	429,699	(98,218)	47.48%
75	Fitness Equipment Lease	37,560	21,910	22,529	619	59.98%
76	Fitness Equipment Maintenance/Repairs	4,000	2,333	2,968	634	74.19%
77	Licenses, Fees & Permits	16,000	9,333	6,779	(2,554)	42.37%
78	Lifeguard/Pool Monitors	185,733	24,200	2,560	(21,640)	1.38%
79	Office Supplies	10,800	6,300	1,648	(4,652)	15.26%
80	Operating Supplies	7,200	4,200	8,922	4,722	123.91%
81	Pest Control/Termite Bond	3,000	1,750	2,254	504	75.13%
82	Pool Chemicals	59,000	59,000	58,682	(318)	99.46%
83	Pool Maintenance Contract	35,000	20,417	23,124	2,707	66.07%
84	Security System Monitoring & Maintenance	4,000	2,333	7,821	5,487	195.52%
85	Telephone, Internet, Cable	15,000	8,750	5,043	(3,707)	33.62%
86	Tennis Court Programs & Maint & Supplies	5,000	2,917	2,729	(188)	54.58%
87	Training & Education	5,400	3,150	1,891	(1,259)	35.02%

Trout Creek CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through April 30, 2026

		FY2026 Adopted Budget	Year-to-Date Budget thru 04/30/26	FY2026 Actual Year-to-Date	Over (Under) YTD Budget 04/30/26	Budget to Actual Percentage
88	Uniforms	2,000	1,167	525	(642)	26.25%
90	Wildlife Management	1,500	875	620	(255)	41.33%
91	Total Parks & Recreation	1,467,687	790,507	715,249	(75,258)	**48.73%**
92	Special Events:					
93	Shuttle Service	15,100	10,550	7,900	(2,650)	52.32%
94	Special Events	75,000	52,500	58,749	6,249	78.33%
95	Total Special Events	90,100	63,050	66,649	3,599	**73.97%**
95	Contingency:					
96	Miscellaneous Contingency	50,000	29,167	49,089	19,923	98.18%
97	Total Contingency	50,000	29,167	49,089	19,923	**98.18%**
98	**Total Field Operations**	**3,816,590**	**2,111,514**	**1,958,266**	**(153,248)**	**51.31%**
99	**Total Expenditures**	**$ 4,133,309**	**$ 2,302,173**	**$ 2,196,149**	**$ (122,047)**	**53.13%**
100	**Excess of Revenue Over/(Under) Expenditures**	-	1,676,640	1,916,774	256,158	
101	**Other Funding Sources/(Uses)**					
102	Transfers In	-	-	3,358,757	3,358,757	
103	Transfers Out	-	-	(3,358,757)	(3,358,757)	
104	**Total Other Funding Sources/(Uses)**	**-**	**-**	**0**	**0**	
105	**Net Change in Fund Balance**	-	1,676,640	1,916,775	256,158	
106	Fund Balance - Beginning			223,421	223,421	
107	**Fund Balance - Ending**	**$ -**	**$ 1,676,640**	**$ 2,140,196**	**$ 479,579**	

Trout Creek CDD
Reserve Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through April 30, 2026

		FY2026 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1	**REVENUES**				
2	Special Assessments	$ 425,000	$ 425,000	$ -	100.00%
3	Interest	40,000	9,277	(30,723)	23.19%
4	**TOTAL REVENUES**	**465,000**	**434,277**	**(30,723)**	**93.39%**
5	**EXPENDITURES**				
6	Capital Outlay	465000	$ 262,397	(202,603)	56.43%
7	**TOTAL EXPENDITURES**	465,000	262,397	(202,603)	1
8	**Revenues Over/(Under) Expenditures**	-	171,880	171,880	
9	**OTHER FINANCING SOURCES/(USES)**				
10	Transfers In		3,358,757	3,358,757	
11	Transfers Out		(2,838,486)	(2,838,486)	
12	**TOTAL OTHER FINANCING SOURCES/(USES)**	-	520,271	520,271	
13	**FUND BALANCE BEGINNING**	-	691,409	691,409	
14	**Net Changes in fund balance**	-	692,151	692,151	
15	**FUND BALANCE, ENDING**	$ -	$ 1,383,561	$ 1,383,561	

Trout Creek CDD
Debt Service 2018
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through April 30, 2026

		FY2026 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1	**REVENUES**				
2	Special Assessments	$ 815,146	$ 820,686	$ 5,540	100.68%
3	Interest	-	23,261	23,261	
4	**TOTAL REVENUES**	**815,146**	**843,947**	**28,801**	**103.53%**
5	**EXPENDITURES**				
6	Interest Expense				
7	May 1, 2026	294,553	-	(294,553)	0.00%
8	November 1, 2025	294,553	294,691	138	100.05%
9	Prinicpal Payment				
	May 1, 2026	230,000	5,000	(225,000)	2.17%
10	**TOTAL EXPENDITURES**	819,106	299,691	(519,415)	36.59%
11	**Revenues Over/(Under) Expenditures**	(3,960)	544,256	548,216	-13743.18%
12	**OTHER FINANCING SOURCES/(USES)**				
13	Transfers In		-	-	
14	Transfers Out		(408,569)	(408,569)	
15	**TOTAL OTHER FINANCING SOURCES/(USES)**	-	(408,569)	408,569	
16	**FUND BALANCE BEGINNING**	-	1,329,779	1,329,779	
17	**Net Changes in fund balance**	(3,960)	135,687	139,647	
18	**FUND BALANCE, ENDING**	**$ (3,960)**	**$ 1,465,467**	**$ 1,469,427**	

Trout Creek CDD
Debt Service 2020
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through April 30, 2026

		FY2026 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1	**REVENUES**				
2	Special Assessments	$ 241,444	$ 243,081	$ 1,637	100.68%
3	Interest	-	7,431	7,431	
4	**TOTAL REVENUES**	**241,444**	**250,512**	**9,068**	**103.76%**
5	**EXPENDITURES**				
6	Interest Expense				
7	May 1, 2026	73,425	-	(73,425)	0.00%
8	November 1, 2025	74,938	74,938	(1)	
9	Prinicpal Payment				
	May 1, 2026	90,000	-	(90,000)	0.00%
10	**TOTAL EXPENDITURES**	238,363	74,938	(163,426)	31.44%
11	**Revenues Over/(Under) Expenditures**	3,081	175,575	172,494	5698.46%
12	**OTHER FINANCING SOURCES/(USES)**				
13	Transfers In		-	-	
14	Transfers Out		-	-	
15	**TOTAL OTHER FINANCING SOURCES/(USES)**	-	-	-	
16	**FUND BALANCE BEGINNING**	-	367,106	367,106	
17	**Net Changes in fund balance**	3,081	175,575	172,494	
18	**FUND BALANCE, ENDING**	**$ 3,081**	**$ 542,681**	**$ 539,600**	

Trout Creek CDD
Debt Service 2022
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through April 30, 2026

		FY2025 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1	**REVENUES**				
2	Special Assessments	$ 217,410	$ 218,884	$ 1,474	100.68%
3	Interest	-	6,634	6,634	
4	**TOTAL REVENUES**	**217,410**	**225,519**	**8,108**	**103.73%**
5	**EXPENDITURES**				
6	Interest Expense				
7	May 1, 2026	129,396	-	(129,396)	0.00%
8	November 1, 2025	78,208	79,396	1,188	101.52%
9	Prinicpal Payment				
	May 1, 2026	50,000	-	(50,000)	0.00%
10	**TOTAL EXPENDITURES**	257,604	79,396	(178,208)	30.82%
11	**Revenues Over/(Under) Expenditures**	(40,194)	146,123	186,317	-363.55%
12	**OTHER FINANCING SOURCES/(USES)**				
13	Transfers In		-	-	
14	Transfers Out		-	-	
15	**TOTAL OTHER FINANCING SOURCES/(USES)**	-	-	-	
16	**FUND BALANCE BEGINNING**	-	339,206	339,206	
17	**Net Changes in fund balance**	(40,194)	146,123	186,317	
18	**FUND BALANCE, ENDING**	**$ (40,194)**	**$ 485,329**	**$ 525,523**	

Trout Creek CDD
Debt Service 2025
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through April 30, 2026

		FY2025 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1	**REVENUES**				
2	Special Assessments	$ 1,192,288	$ 1,199,357	$ 7,069	100.59%
3	Interest	-	10,249	10,249	
4	**TOTAL REVENUES**	**1,192,288**	**1,209,606**	**17,318**	**101.45%**
5	**EXPENDITURES**				
6	Interest Expense				
7	May 1, 2026	340,906	-	(340,906)	0.00%
8	November 1, 2025	329,906	299,284	(30,622)	
9	Prinicpal Payment				
	May 1, 2026	520,000	-	(520,000)	0.00%
10	**TOTAL EXPENDITURES**	1,190,812	299,284	(891,528)	25.13%
11	**Revenues Over/(Under) Expenditures**	1,476	910,322	908,847	61691.66%
12	**OTHER FINANCING SOURCES/(USES)**				
13	Transfers In		-	-	
14	Transfers Out		520,271	520,271	
15	**TOTAL OTHER FINANCING SOURCES/(USES)**	-	(520,271)	(520,271)	
16	**FUND BALANCE BEGINNING**	-	820,685	820,685	
17	**Net Changes in fund balance**	1,476	390,051	388,575	
18	**FUND BALANCE, ENDING**	**$ 1,476**	**$ 1,210,736**	**$ 1,209,260**	

Trout Creek CDD
Acquisition & Construction Funds
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through April 30, 2026

		Acq & Const 2018	Acq & Const 2020	Acq & Const 2022	Acq & Const 2025	Total Acq & Const
1	**REVENUE**					
2	Interest	$ 1,215	$ -	$ 178	$ 7,493	$ 8,885
3	**TOTAL REVENUE**	**1,215**	**-**	**178**	**7,493**	**8,885**
4	**EXPENDITURES**					
5	Construction in Progress	414,178	-	-	408,215	822,394
6	**TOTAL EXPENDITURES**	**414,178**	**-**	**-**	**408,215**	**822,394**
7	**REVENUES OVER/(UNDER) EXPENDITURES**	(412,963)	-	178	(400,723)	(813,508)
8	**OTHER FINANCING SOURCES/(USES)**					
9	Transfers In	408,569	-	-	-	408,569
10	Transfers Out	-	-	-	-	-
11	**TOTAL OTHER FINANCING SOURCES/(USES)**	408,569	-	-	-	408,569
12	**FUND BALANCE BEGINNING (OCT 1, 2025)**	5,538	-	8,547	424,595	438,680
13	**NET CHANGES IN FUND BALANCE**	(4,395)	-	178	(400,723)	(404,940)
14	**FUND BALANCE, ENDING**	$ 1,143	$ -	$ 8,725	$ 23,873	$ 33,741

Trout Creek CDD
Cash and Investment Report
April 30, 2026

GENERAL FUND

Account Name	Bank Name	Yield	Balance
Operating Account	South State	N/A	$ 2,310,081
Money Market	South State	N/A	1,424,852
Kayak	South State	0.00%	22,014
		Total GF	$ 3,756,946

DEBT SERVICE FUNDS

	Account Name	Bank Name	Yield	Balance
2018	Revenue Trust Fund	BNY	3.52%	$ 528,038
2018	Reserve Fund	BNY	3.52%	407,141
			Subtotal DS 2018	$ 1,052,591
2020	Revenue Trust Fund	BNY	3.52%	$ 136,907
2020	Interest Fund	BNY	3.52%	74,938
2020	Prepayment	BNY	3.52%	41
2020	Sinking Fund	BNY	3.52%	90,000
2020	Reserve Fund	BNY	3.52%	239,100
			Subtotal DS 2020	$ 301,886
2022	Revenue Trust Fund	BNY	3.52%	$ 143,769
2022	Interest Fund	BNY	3.52%	79,396
2022	Reserve Fund	BNY	3.52%	210,638
			Suntotal DS 2022	$ 273,165
2025	Revenue Trust Fund	BNY	3.52%	$ 341,432
2025	Interest Fund	BNY	3.52%	340,956
			Subtotal DS 2025	$ 1,202,388
			Total DS	$ 2,830,029
			Total All Funds	**$ 6,586,976**

Trout Creek CDD
Check Register
April 30, 2026

Date	Num	Name	Memo	Debit	Credit	Balance
03/31/2026			**Balance Forward**			**5,298,612.94**
04/03/2026	100010	The Morgan Company	Invoice: 17109-KS (Reference: Pint Glasses for Event.)		691.49	5,297,921.45
04/03/2026	100011	Charles Aquatics, Inc.	Invoice: 55241 (Reference: Aquatic Management Services for 4 ponds Mar 26.)		247.00	5,297,674.45
04/03/2026	100012	C Buss Enterprises, Inc.	Invoice: 5884 (Reference: Pool Repairs.)		2,217.99	5,295,456.46
04/03/2026	100013	Hi-Tech System Associates	Invoice: 439154 (Reference: Security March 26.)		249.00	5,295,207.46
04/03/2026	100014	Prestige Landscapes of North Florida, Inc	Invoice: 12737 (Reference: Pine Straw.) Invoice: 12709 (Reference: Oak & Maple Mitigation.)...		51,050.78	5,244,156.68
04/03/2026	040326ACH1	Florida Power & Light Company	574 TIMBERWOLF TRL Feb 12, 2026 to Mar 13, 2026		31.70	5,244,124.98
04/03/2026	040326ACH2	Florida Power & Light Company	38 ROSEMONT DR Feb 12, 2026 to Mar 13, 2026		39.99	5,244,084.99
04/03/2026	040326ACH3	Florida Power & Light Company	37 TIMBERWOLF TRL Feb 12, 2026 to Mar 13, 2026		56.17	5,244,028.82
04/03/2026	040326ACH4	Florida Power & Light Company	25 RIDGEWIND DR #LTG Feb 12, 2026 to Mar 13, 2026		62.79	5,243,966.03
04/03/2026	040326ACH5	Florida Natural Gas	182 Kayak Way 2/2/26 - 3/3/26		32.23	5,243,933.80
04/06/2026	100015	Feisty Fruits and Snacks LLC	Invoice: 000009 (Reference: 2 hr. Full Service Cart.)		150.00	5,243,783.80
04/07/2026	3018	Heather M. Loffredo	BOS Meeting 3/26/26		200.00	5,243,583.80
04/07/2026	3019	James J. Breslin, III	BOS Meeting 3/26/26		200.00	5,243,383.80
04/07/2026	3020	Richard C. Wright	BOS Meeting 3/26/26		200.00	5,243,183.80
04/07/2026	3021	Ronnie Murphy	BOS Meeting 3/26/26		200.00	5,242,983.80
04/07/2026	3022	Vincent J. Sajkowski	BOS Meeting 3/26/26		200.00	5,242,783.80
04/07/2026	100016	Hi-Tech System Associates	Invoice: 439155 (Reference: Access Control System Mar 26.) Invoice: 440650 (Reference: Access...		499.98	5,242,283.82
04/07/2026	100017	Debonis ProGas, Inc.	Invoice: 16233/BAL (Reference: Leak Check.)		704.50	5,241,579.32
04/07/2026	100018	Vesta District Services	Invoice: 431801 (Reference: Management Fees Apr 26.)		3,857.14	5,237,722.18
04/07/2026	100019	Charles Aquatics, Inc.	Invoice: 55315 (Reference: Bi-Monthly cleaning on columns & fountains.) Invoice: 55448 (Refer...		4,253.00	5,233,469.18
04/07/2026	040726ACH1	Republic Services	Waste Disposal 4/1/26 - 4/30/26		1,222.41	5,232,246.77
04/08/2026	100020	Prestige Landscapes of North Florida, Inc	Invoice: 12777 (Reference: Landscape Maintenance Apr 26.) Invoice: 12776 ()		48,062.93	5,184,183.84
04/08/2026	3023	BNY			1,814,049.97	3,370,133.87
04/09/2026			Funds Transfer	70,000.00		3,440,133.87
04/09/2026			Deposit	5,883.45		3,446,017.32
04/09/2026	29		To transfer monies due to reserve $425K plus tax		427,022.04	3,018,995.28
04/09/2026	29		To transfer monies due to reserve $521K + ??		2,931,735.09	87,260.19
04/09/2026			Interest	7,309.55		94,569.74
04/10/2026	041026ACH1	JEA	Water, Sewer & Irrigation 2/12/26 - 3/15/26		8,695.18	85,874.56
04/13/2026	100021	Chiller Medic, Inc.	Invoice: 15458 (Reference: Service call.)		220.00	85,654.56
04/13/2026	100022	Sunshine State Solutions of North FL, LLC	Invoice: 74 (Reference: Paint & Stain.)		2,500.00	83,154.56
04/13/2026	100023	EZ Event Ride Inc.	Invoice: 01 (Reference: Shuttle Services Spring Fling.)		2,500.00	80,654.56
04/13/2026	100024	Prestige Landscapes of North Florida, Inc	Invoice: 12762 (Reference: Landscape Improvements at Tennis Facility.) Invoice: 12758 (Refere...		5,398.43	75,256.13
04/14/2026	100025	C Buss Enterprises, Inc.	Invoice: 5535 (Reference: Pool Service Mar 26.)		2,800.00	72,456.13
04/14/2026	100026	Mini Melts USA LLC	Invoice: 818607 (Reference: Ice Cream for special event.)		266.77	72,189.36
04/14/2026	100027	Shaw's Tree Services, LLC	Invoice: 33172 (Reference: Dead Pine Tree Removal.)		1,150.00	71,039.36
04/14/2026	100028	FCS Management Group, LLC	Invoice: 20260408-04 (Reference: District Management Services Apr 26.)		5,000.00	66,039.36
04/15/2026	041526ACH1	Florida Power & Light Company	31 SEASTAR CT # HOA Mar 5, 2026 to Apr 3, 2026		31.07	66,008.29
04/15/2026	041526ACH2	Florida Power & Light Company	133 APPIAN AVE #LGHTS Mar 5, 2026 to Apr 3, 2026		33.08	65,975.21
04/15/2026	041526ACH3	Florida Power & Light Company	1626 SHEARWATER PKWY #IRR Mar 9, 2026 to Apr 7, 2026		37.67	65,937.54

Trout Creek CDD
Check Register
April 30, 2026

Date	Num	Name	Memo	Debit	Credit	Balance
04/15/2026	041526ACH4	Florida Power & Light Company	121 KAYAK CLUB DR # LANDSCAPE Mar 5, 2026 to Apr 3, 2026		38.38	65,899.16
04/15/2026	041526ACH5	Florida Power & Light Company	158 DALTON CIR #LGHTS Mar 5, 2026 to Apr 3, 2026		42.27	65,856.89
04/15/2026	041526ACH6	Florida Power & Light Company	79 FALLS DR #LGHTS Mar 5, 2026 to Apr 3, 2026		46.14	65,810.75
04/15/2026	041526ACH7	Florida Power & Light Company	435 SHEARWATER PKWY # LANDSCAPE Mar 5, 2026 to Apr 3, 2026		51.35	65,759.40
04/15/2026	041526ACH8	Florida Power & Light Company	2105 SHEARWATER PKWY Mar 5, 2026 to Apr 3, 2026		63.20	65,696.20
04/15/2026	041526ACH9	Florida Power & Light Company	639 SHEARWATER PKWY # LANDSCAPE Mar 5, 2026 to Apr 3, 2026		69.69	65,626.51
04/15/2026	041526ACH10	Florida Power & Light Company	15 SHEARWATER PKWY # SIGN Mar 5, 2026 to Apr 3, 2026		72.66	65,553.85
04/15/2026	041526ACH11	Florida Power & Light Company	871 SHEARWATER PKWY # LANDSCAPE Mar 5, 2026 to Apr 3, 2026		78.41	65,475.44
04/15/2026	041526ACH12	Florida Power & Light Company	275 SHEARWATER PKWY # LANDSCAPE Mar 5, 2026 to Apr 3, 2026		95.16	65,380.28
04/15/2026	041526ACH13	Florida Power & Light Company	126 KAYAK WAY # AMENITY 1 Mar 5, 2026 to Apr 3, 2026		265.16	65,115.12
04/15/2026	041526ACH14	Florida Power & Light Company	100 KAYAK WAY # AMENITY 2 Mar 5, 2026 to Apr 3, 2026		557.37	64,557.75
04/15/2026	041526ACH15	Florida Power & Light Company	144 KAYAK WAY # AMENITY 3 Mar 5, 2026 to Apr 3, 2026		1,168.45	63,389.30
04/15/2026	041526ACH16	Florida Power & Light Company	182 KAYAK WAY # AMENITY 4 Mar 5, 2026 to Apr 3, 2026		3,880.71	59,508.59
04/15/2026	041526ACH17	Florida Power & Light Company	100 COUNTY ROAD 210 W Mar 5, 2026 to Apr 3, 2026		6,308.27	53,200.32
04/16/2026	3024	Heather M. Loffredo	BOS Meeting 4/07/26		200.00	53,000.32
04/16/2026	3025	James J. Breslin, III	BOS Meeting 4/07/26		200.00	52,800.32
04/16/2026	3026	Richard C. Wright	BOS Meeting 4/07/26		200.00	52,600.32
04/16/2026	3027	Ronnie Murphy	BOS Meeting 4/07/26		200.00	52,400.32
04/16/2026	3028	Vincent J. Sajkowski	BOS Meeting 4/07/26		200.00	52,200.32
04/17/2026			Deposit	32.90		52,233.22
04/17/2026			Deposit	1,441.00		53,674.22
04/17/2026			Deposit	1,353.35		55,027.57
04/17/2026			Deposit	1,000.00		56,027.57
04/17/2026	041726ACH1	AT&T	TV & Internet 3/26/26 - 4/25/26		32.10	55,995.47
04/17/2026	041726ACH2	AT&T	TV & Internet 3/26/26 - 4/25/26		32.10	55,963.37
04/20/2026	100029	Hi-Tech System Associates	Invoice: 440649-1 (Reference: Security Apr 26.)		249.00	55,714.37
04/20/2026	ACH04202026	Florida Dept of Revenue	Sales Tax		483.30	55,231.07
04/21/2026	042126ACH1	Florida Power & Light Company	204 CHALET CT #IRR Mar 9, 2026 to Apr 7, 2026		30.80	55,200.27
04/21/2026	042126ACH2	Florida Power & Light Company	315 ROSEMONT DR # IRR Mar 9, 2026 to Apr 7, 2026		34.27	55,166.00
04/21/2026	042126ACH3	Florida Power & Light Company	23 CALCUTTA DR # IRR Mar 9, 2026 to Apr 7, 2026		48.49	55,117.51
04/21/2026	042126ACH4	Florida Power & Light Company	405 KINGBIRD DR #LF STA Mar 9, 2026 to Apr 7, 2026		74.89	55,042.62
04/21/2026	042126ACH5	Nadar's Pest Raiders			509.00	54,533.62
04/21/2026	042126ACH6	Nadar's Pest Raiders			284.00	54,249.62
04/21/2026	042126CC1	Valley Bank Credit Card	Various Purchases		2,105.61	52,144.01
04/22/2026	3029	FirstService Residential Florida, Inc.			131,070.12	-78,926.11
04/22/2026	100030	C Buss Enterprises, Inc.	Invoice: 5932 ()		1,734.00	-80,660.11
04/22/2026	100031	Prestige Landscapes of North Florida, Inc	Invoice: 12750 (Reference: Irrigation Repairs Mar 26.) Invoice: 12756 (Reference: Pine Straw ...		5,529.62	-86,189.73
04/22/2026	100032	Tri-County Safety and Security	Invoice: B-1824 ()		5,608.64	-91,798.37
04/22/2026	100033	Kilinski Van Wyk, PLLC	Invoice: 14661 (Reference: Legal Services Mar 26.) Invoice: 14813 (Reference: Legal Services ...		23,489.61	-115,287.98
04/22/2026	100034	Noreast Capital Corporation	Invoice: 637079 ()		3,128.97	-118,416.95
04/22/2026	100035	Yuro & Associates, LLC	Invoice: 4052 (Reference: Engineering Services Mar 26.)		6,567.50	-124,984.45

Trout Creek CDD
Check Register
April 30, 2026

Date	Num	Name	Memo	Debit	Credit	Balance
04/23/2026	042326ACH1	HD Supply Facilities Maintenance, LTD			1,525.63	-126,510.08
04/24/2026			Deposit	41,170.89		-85,339.19
04/27/2026	100036	First Coast Vendor Village	Invoice: 042126- (Reference: Inflatable with generator.)		275.00	-85,614.19
04/27/2026	100037	Vesta District Services	Invoice: 431936 (Reference: Billable Expenses - Mar 2026.)		62.86	-85,677.05
04/27/2026	100038	Straight Pressure Washing and Detailing	Invoice: INV0025 (Reference: Pressure washing.)		7,850.00	-93,527.05
04/27/2026	100039	VGlobal Tech	Invoice: 8448 (Reference: Quarterly ADA & WCAG Audits 4/Q/25.) Invoice: 8449-1 (Reference: Qu...		250.00	-93,777.05
04/27/2026	100040	Mini Melts USA LLC	Invoice: 824329 (Reference: Ice Cream for special event.)		347.06	-94,124.11
04/27/2026	100041	Jussara Potter	Invoice: 32753 (Reference: Spring Fling 2026.)		450.00	-94,574.11
04/27/2026	042726ACH1	AT&T	Internet 4/3/26 - 5/2/26		30.00	-94,604.11
04/28/2026	042826ACH1	AT&T	Internet & Phone 4/6/26 - 5/5/26		142.11	-94,746.22
04/28/2026	042826CC1	Valley Bank Credit Card	Various Purchases		5,583.59	-100,329.81
04/30/2026	043026ACH2	Konica Minolta Premier Finance	Copier Lease 3/30/26 - 4/30/26		497.64	-100,827.45
04/30/2026	043026ACH1	Nadar's Pest Raiders	Pest Control Service		325.00	-101,152.45
04/30/2026	043026ACH3	TECO	2105 Shearwater Pkwy Mar 05, 2026 - Apr 06, 2026		75.02	-101,227.47
04/30/2026	043026ACH4	TECO	182 Kayak Way Mar 05, 2026 - Apr 06, 2026		156.08	-101,383.55
04/30/2026	30		To reverse portion of $2.9M transferred on 4/9/26 incorrectly	2,411,464.09		2,310,080.54
04/30/2026			Serv Chg		36.00	2,310,044.54
04/30/2026				**2,539,655.23**	**5,528,223.63**	**2,310,044.54**

Trout Creek CDD
Bank Reconciliation
April 30, 2026

Balance per Bank Statement		$	2,498,653.57
Plus:	Deposits		1,776.63
Less:	Outstanding Checks		190,385.66
Adjusted Bank Balance		**$**	**2,310,044.54**
Beginning Cash Balance Per Books		$	5,298,612.94
Cash Receipts			2,539,655.23
Cash Disbursements			5,528,223.63
Balance per Books		**$**	**2,310,044.54**

Trout Creek CDD
Non-Ad Valorem Special Assessments
St Johns County Tax Collector
For the Fiscal Year Ending September 30, 2026

Date	Description	General Fund	Reserve Fund	Debt Service 2018	Debt Service 2020	Debt Service 2022	Debt Service 2025	Total
10/1/2025	Assessments - On Roll	$ 3,809,674.66	$ 425,000.00	$ 815,145.81	$ 241,444.09	$ 217,410.25	$ 1,192,287.60	$ 6,700,962.41
	% Breakdown	56.86%	6.34%	12.17%	3.60%	3.24%	17.78%	100.00%
	Off-Roll	8,631.00						
11/03/25	Distribution #1	9,613.41	-	1,851.12	548.05	493.50	2,704.43	15,210.52
11/18/25	Distribution #2	71,552.78	-	13,777.92	4,079.18	3,673.13	20,129.13	113,212.18
11/21/26	Distribution #3	106,889.23	-	20,582.17	6,093.68	5,487.11	30,069.92	169,122.18
12/16/25	Distribution #4	355,200.85	-	68,396.08	20,249.77	18,234.06	99,924.59	562,005.57
12/23/25	Distribution #5	110,704.25	425,000.00	103,153.10	30,540.15	27,500.12	150,703.54	847,601.49
01/14/26	Distribution #6	2,986,026.00	-	574,977.41	170,231.37	153,286.19	840,024.51	4,724,547.32
02/19/26	Distribution #7	90,446.58	-	17,416.03	5,156.30	4,643.03	25,444.29	143,106.23
03/16/26	Distribution #8	30,220.48	-	5,819.13	1,722.85	1,551.35	8,501.58	47,815.40
04/24/26	Distribution #9	26,021.00	-	5,010.50	1,483.44	1,335.77	7,320.18	41,170.89
		-	-	-	-	-	-	
		-	-	-	-	-	-	
		-	-	-	-	-	-	
		-	-	-	-	-	-	
TOTAL		**$ 3,786,674.59**	**$ 425,000.00**	**$ 810,983**	**$ 240,105**	**$ 216,204**	**$ 1,184,822**	**$ 6,663,792**
% Collected		99.40%	100.00%	99.49%	99.45%	99.45%	99.37%	99.45%
Total Outstanding		$ 23,000.07	$ -	$ 4,162	$ 1,339	$ 1,206	$ 7,465	$ 37,171

Return to Agenda Pg. 2

EXHIBIT 20

RESOLUTION 2026-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT SUPERSEDING AND REPLACING RESOLUTION 2025-13 AND ADOPTING A REVISED POLICY, AND RATES, CHARGES AND FEES RELATED TO IMPROVEMENTS WITHIN DISTRICT EASEMENTS AND IMPROVEMENTS ATTACHING TO DISTRICT PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, on August 20, 2025, the Board of Supervisors ("**Board**") adopted Resolution 2025-13, which established the Policy for Improvements within Trout Creek Community Development District Easements, including rates, charges and fees ("**Easement Variance Policy**"); and

WHEREAS, following implementation of such policy, the Board has determined that the Easement Variance Policy should be amended to: (i) establish a clear presumption against the approval of any improvement within a District easement; (ii) require applicants to affirmatively demonstrate that the specific area within the easement proposed for improvement is not needed for access to or maintenance of any adjacent District pond or stormwater infrastructure; (iii) limit the District Engineer's review to a narrow objective technical determination and clarify that the District Engineer shall not be responsible for making policy judgments regarding the appropriateness of particular types of improvements; (iv) establish a mandatory unobstructed maintenance access corridor adjacent to District ponds and drainage features; and (v) clarify that new fences installed after the effective date of the Policy are prohibited within District Easements regardless of distance from the top of bank, with no variance or other exception available for such new fences, subject only to the Board's case-by-case determination under the Policy regarding fences existing as of the effective date, and that the variance process under this Policy is intended to accommodate small encroachments only; and

WHEREAS, the Board finds that the fee structure outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

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

SECTION 1. Resolution 2025-13 and its Exhibit A are hereby superseded and replaced in their entirety by this Resolution and the Revised Easement Variance Policy attached hereto as **Exhibit A**. The Revised Easement Variance Policy shall remain in full force and effect until such time as it is otherwise amended or superseded by the Board.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 28th day of May, 2026.

ATTEST:	**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Revised Policy for Improvements within Trout Creek Community Development District Easements

Exhibit A

Revised Policy for Improvements within
Trout Creek Community Development District Easements

Effective: May 28, 2026

1. There is a presumption against the approval of any improvement within a District easement ("**District Easement**"). Variances under this Policy are intended to accommodate only small encroachments – minor improvements that occupy a limited portion of the District Easement and do not in any way impair the District's access to or maintenance of any adjacent pond or stormwater infrastructure nor the integrity of the pond bank. Any improvements proposed in a District Easement will not be approved absent extraordinary circumstances expressly approved by the District through its Board of Supervisors upon the recommendation of the District Engineer. In addition, no improvement of any kind may be installed within twenty (20) feet of the top of bank of any District pond or drainage feature except in extraordinary circumstances pre-authorized by the District upon the recommendation of the District Engineer. Notwithstanding the foregoing or any other provision of this Policy, no new fence of any kind shall be permitted within any District Easement under any circumstances, and no variance or other exception to this prohibition on fences shall be available; any fence installed within a District Easement after the effective date of this Policy shall be subject to removal in accordance with Section 7 below. With respect to any fence existing within a District Easement as of the effective date of this Policy, the Board of Supervisors shall determine, on a case-by-case basis, whether removal under Section 7 or execution of a variance agreement in substantially the form of Attachment A is appropriate. If a resident desires to seek approval to install an improvement within a District Easement, the resident must affirmatively demonstrate that the specific area within the District Easement proposed for improvement is not needed for access to or maintenance of any adjacent District pond or stormwater infrastructure. To make this demonstration, the resident must:

a. Submit a written variance request to the District Manager or his or her designee prior to commencement of such installation. The request must be made by the owner of the property and must contain, at a minimum, the following information:

    i. The contact information of the person making the variance request;
    ii. The lot number or street address of the lot on which the improvement is to be installed;
    iii. A description of the improvement(s) to be installed;
    iv. A scaled diagram showing the proposed location of the improvement(s), the boundaries of all applicable District Easements, the location of all known District infrastructure within or adjacent to the Easement (including ponds, drainage features, pipes, and culverts), the dimensions of any setback distances proposed to be maintained, and the total square footage and footprint of the proposed improvement(s) within the District Easement;
    v. A written statement explaining, with specificity, why the area of the District Easement proposed for improvement is not needed for access to or maintenance of any adjacent District pond or stormwater infrastructure; and
    vi. The requested commencement date of the installation of said improvement(s).

b. Pay a non-refundable application fee of $150.00 to offset the cost of processing the variance request. Additional fees may be required if external consultants or special reviews are needed.

2. The District Engineer shall review the variance request to make a narrow, objective technical determination: whether the specific area of the District Easement proposed for improvement is needed for access to or maintenance of any adjacent District pond or stormwater infrastructure, and whether the proposed improvement would interfere with any existing District infrastructure within the Easement. The District Engineer's review is limited to this technical determination. The District Engineer is not required to prescribe design standards for particular types of improvements or make policy judgments regarding the general appropriateness of improvements within District Easements. Such review may include, in the District Engineer's discretion, conducting an in-person site inspection. The District Engineer shall recommend one of the following actions:

a. Recommend approval of the variance request, with or without conditions; or
b. Recommend denial of the variance request.

3. The District Engineer's recommendation, together with the variance request and supporting materials, shall be presented to the Board of Supervisors for consideration at the next available regular meeting. The Board may approve, approve with conditions, or deny the request. If the Board approves the request (with or without conditions), District staff shall coordinate execution of a variance agreement in substantially the form attached hereto as Attachment A, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. Upon execution of the agreement, District staff shall record the agreement in the Official Records of St. Johns County. At the conclusion of the installation of any approved improvements, the Owner shall provide written notice to the District Manager. Within thirty (30) days of receipt of such notice, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.

4. If the Board denies the request, District staff shall notify the applicant that the variance request was denied and that the proposed improvements may not be installed within the District Easement(s).

5. All variance requests shall be brought before the Board of Supervisors for approval, and the Board's determination on a variance request shall be final.

6. The District's approval of a variance request constitutes approval from the District only. The resident is responsible for obtaining any other necessary approvals, permits and authorizations, including but not limited to approvals from any homeowners' association, St. Johns County, and any other entities having an interest in the property, as applicable.

7. If improvements are constructed within a District Easement without prior approval, including improvements that exceed the scope of any prior approval or that encroach upon the twenty (20) foot setback established under Section 1 absent extraordinary circumstances pre-authorized by the District upon the recommendation of the District Engineer, the District reserves the right to require the resident to remove, relocate, or modify the improvement(s) at the resident's sole expense. If

the resident is unresponsive to the District's requests, the District may remove said improvement(s) on its own and charge the resident the cost of said removal. The District also reserves the right to take any appropriate legal action to enforce its rights under this Policy or to collect any costs due.

8. If improvements are constructed with approval within a District Easement but at some point in the future said improvements pose a threat to the health, safety or welfare of residents or District improvements, the District will make every reasonable effort to contact the landowner to work to resolve the issues but may, in its reasonable discretion, modify or remove the landowner's improvements immediately to protect said interests.

Attachment A:

Form of Variance Agreement

After recording, please return to:
Trout Creek Community Development District
c/o District Manager
250 International Parkway, Suite 208
Lake Mary, Florida 32746

Parcel Identification No.: _____

VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS WITHIN TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT EASEMENT

This Variance Agreement for Installation of Improvements within Trout Creek Community Development District Easement ("**Agreement**") is entered into as of this _____ day of _____, 20___, by and between _____ ("**Owner**") and the Trout Creek Community Development District ("**District**"), a local unit of limited special purpose government created pursuant to Chapter 190, *Florida Statutes*, as amended.

WITNESSETH:

WHEREAS, Owner is the owner of Lot _____, as per the plat ("**Plat**") of _____, recorded as Instrument Number _____, of the Public Records of St. Johns County, Florida ("**Property**"); and

WHEREAS, Owner desires to erect certain improvements described as_____ ("**Improvements**") within a District easement ("**Easement**") located on Lot ____ ("**Easement Area**"), as shown on the Plat; and

WHEREAS, due to the District's legal interests in the Easement, among other reasons, Owner requires the District's consent before constructing improvements within the Easement; and

WHEREAS, Owner has affirmatively demonstrated, to the satisfaction of the District Engineer, that the specific area within the Easement proposed for the Improvements is not needed for access to or maintenance of any adjacent District pond or stormwater infrastructure, as required by the Policy adopted pursuant to Resolution 2026-___ of the District ("**Policy**") and has paid the required non-refundable application fee in accordance with the Policy; and

WHEREAS, the District has agreed to consent to the installation of the Improvements within the Easement Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. Recitals. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. Easement for Improvements Installation & Maintenance; Limitation. Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the Easement Area.

3. Owner Responsibilities. The Owner has the following responsibilities:

a. The Owner shall be fully responsible for the installation and maintenance of the Improvements. The Owner shall, at all times, maintain an unobstructed maintenance access corridor of not less than twenty (20) feet, measured from the top of bank of any adjacent District pond or drainage feature, free of all Improvements, except as expressly authorized in writing by the District in extraordinary circumstances upon the recommendation of the District Engineer. Notwithstanding the foregoing, no fence shall be installed, placed, or maintained within any portion of the Easement Area or any other District Easement on the Property under any circumstances, and no exception to this prohibition on fences shall be available (provided that, where this Agreement is executed pursuant to the Board's case-by-case determination under Section 1 of the Policy with respect to a fence existing as of the effective date of the Policy, this prohibition shall not apply to such existing fence as specifically described and approved herein).

b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).

c. District, by entering into this Agreement, does not represent that District has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of any applicable homeowners' association as well as any other necessary legal interests and approvals).

d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of District or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District for such repairs, at the District's option.

e. Owner's exercise of rights hereunder shall not interfere with District's rights under the Easement. The Improvements shall be installed in such a manner as to not impede the flow of water within the Easement, interfere with or damage any culvert pipe or utilities within the Easement or any Utility Easement, or otherwise interfere with or damage District infrastructure. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities prior to installation. Further, the Owner shall, at Owner's sole expense, pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements and shall provide written documentation of such marking to the District prior to beginning any work.

f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements and agrees to maintain the Improvements in good condition.

g. Additionally, the Owner shall keep the Easement Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.

4. Removal and/or Replacement of Improvements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Easement(s) described above and agrees never to deny such interest or to interfere in any way with District's use. Owner will exercise the privilege granted herein at Owner's own risk and agrees that Owner will never claim any damages against District for any injuries or damages suffered on account of the exercise of such privilege due to the ordinary negligence of the District (but not gross negligence or willful misconduct). Owner further acknowledges that, upon written notice of not less than ten (10) days where practicable or without notice in an emergency, the District may remove all, or any portion or portions, of the Improvements installed upon the Easement Area at Owner's expense, and that the District is not obligated to return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of such removal, except damage caused by the District's gross negligence or willful misconduct.

5. Indemnification. Owner agrees to indemnify, defend and hold harmless the District as well as any officers, supervisors, staff, agents and representatives, and successors and assigns of the District, against all liability for damages, expenses, attorney's fees, and costs resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder, including but not limited to any claims related to property damage, personal injury, or death.

6. Covenants Run with the Land. This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.

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

8. Default. A default by either party under this Agreement – including but not limited to Owner's failure to meet its obligations under Section 3 above – shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

9. Attorney's Fees & Costs. The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.

10. Counterparts. This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and date first above written.

Witnesses: **Owner**

By: _____ By: _____

_____ _____

Print Name

By: _____

_____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20___, by _____. He/She ☐ is personally known to me or ☐ produced _____ as identification.

_____

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[*signatures continue on following page*]

[SIGNATURE PAGE TO VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS WITHIN TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT EASEMENT]

Witnesses:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

By: _____

_____

Print Name

By: _____

_____

Chair of the Board of Supervisors

By: _____

_____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20___, by _____, as Chair of the Board of Supervisors of the Trout Creek Community Development District, on behalf of said district. He/She ☐ is personally known to me or ☐ produced _____ as identification.

_____

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[*end of signature pages*]

Return to Agenda Pg. 2

EXHIBIT 21

FIRST AMENDMENT TO THE 2026 AGREEMENT BETWEEN THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND SHEARWATER SHARKS SWIM TEAM FOR USE OF THE AQUATIC FACILITIES

THIS FIRST AMENDMENT ("**Amendment**") is made and entered into this ____ day of _____ 2026, 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 c/o FCS Management Group, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the "**District**"); and

SHEARWATER SHARKS SWIM TEAM, INC., a Florida non-profit corporation, with a principal address of 365 Beale Avenue, St. Augustine, Florida 32092 (hereinafter "**Swim Team**", together with District the "**Parties**").

RECITALS

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the Parties previously entered into that certain *2026 Agreement Between the Trout Creek Community Development District and Shearwater Sharks Swim Team for Use of the Aquatic Facilities*, dated February 2026 (the "**Agreement**"), as amended from time to time, incorporated herein by reference; and

WHEREAS, pursuant to Section 14 of the Agreement, the Agreement may be amended only by an instrument in writing executed by both Parties; and

WHEREAS, the Parties now desire to amend the Agreement to increase the maximum number of non-resident swimmers permitted per season under Section 15 of Exhibit A to the Agreement ("**Exhibit A**"); and

WHEREAS, the Parties each represent that they have the authority to execute this Amendment and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. AMENDMENT. Pursuant to Section 14 of the Agreement, the District and Swim Team agree to amend the Agreement as follows: Section 15 of **Exhibit A** to the Agreement is hereby amended to delete the phrase "no more than ten (10) non-resident swimmers per season" and replace it with "no more than fifteen (15) non-resident swimmers per season." All other provisions of Section 15 of **Exhibit A** shall remain in full force and effect.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as specifically modified in this Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the term, scheduling, compensation, background check, care of property, indemnification, insurance requirements, cancellation rights, and sovereign immunity provisions, remain in full effect and fully enforceable except for the terms as specifically amended herein. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

SECTION 4. AUTHORIZATION. The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Swim Team, both the District and the Swim Team have complied with all the requirements of law, and both the District and the Swim Team have full power and authority to comply with the terms and provisions of this Amendment.

SECTION 5. EXECUTION IN COUNTERPARTS. This Amendment 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.

SECTION 6. EFFECTIVE DATE. This Amendment shall be effective as of the day and year first written above.

IN WITNESS WHEREOF, the Parties execute this Amendment to be effective the day and year first written above.

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

SHEARWATER SHARKS SWIM TEAM, INC.

By: _____
Print Name: _____
Its: _____

Return to Agenda Pg. 2

EXHIBIT 22

RULES OF PROCEDURE
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF MAY 28, 2026

TABLE OF CONTENTS

Rule 1.0 General. 2

Rule 1.1 Board of Supervisors; Officers and Voting. 3

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination. 7

Rule 1.3 Public Meetings, Hearings, and Workshops. 10

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse 15

Rule 2.0 Rulemaking Proceedings. 16

Rule 3.0 Competitive Purchase. 22

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act. 27

Rule 3.2 Procedure Regarding Auditor Selection. 31

Rule 3.3 Purchase of Insurance. 35

Rule 3.4 Pre-qualification 37

Rule 3.5 Construction Contracts, Not Design-Build. 43

Rule 3.6 Construction Contracts, Design-Build. 47

Rule 3.7 Payment and Performance Bonds. 52

Rule 3.8 Goods, Supplies, and Materials. 53

Rule 3.9 Maintenance Services. 57

Rule 3.10 Contractual Services. 60

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9. 61

Rule 4.0 Effective Date. 64

Rule 1.0 General.

(1) Trout Creek -Community Development District ("District") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules ("Rules") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District ("Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

(b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.

(4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.

(6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board

member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

(c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

(d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

(a) Agenda packages for prior twenty-four (24) months and next meeting;

(b) Official minutes of meetings, including adopted resolutions of the Board;

(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;

(d) Adopted engineer's reports;

(e) Adopted assessment methodologies/reports;

(f) Adopted disclosure of public financing;

(g) Limited Offering Memorandum for each financing undertaken by the District;

(h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;

(i) District policies and rules;

(j) Fiscal year end audits; and

(k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include, but are not limited to, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules

is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

(3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

(4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of $0.15 per page for one-sided copies and $0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar ($1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified and available to perform the labor, taking into account the nature and volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory, clerical and/or legal staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars ($25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional

payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

(5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

(6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

(7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to their affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language: "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 three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Howard McGaffney, hmcgaffney@cddmanagers.com, 250 International Parkway, Suite 208, Lake Mary, FL 32746, (321) 263-0132. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

(e) The following or substantially similar language: "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."

(f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District's website at least seven (7) days before each meeting, hearing, or workshop.

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval ("Meeting Materials"). Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format, or similar format, in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comment
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports
    (a) District Counsel
    (b) District Engineer
    (c) District Manager
        1. Financial Report

2. Approval of Expenditures
Supervisor's requests and comments
Adjournment

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside a three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.

(11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

(a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

(b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

(a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1), *Florida Statutes*; and
(b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
(c) Support economical and efficient operations; and
(d) Ensure reliability of financial records and reports; and
(e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ("Rule"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

(b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District's statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

statement has been prepared pursuant to Section 120.541(2), *Florida Statutes*, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

(a) The text of the proposed rule, or any amendment or repeal of any existing rules;

(b) A detailed written statement of the facts and circumstances justifying the proposed rule;

(c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and

(d) The published notice.

(7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that it is necessitated by immediate danger to the public health, safety, or welfare which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule provided that such procedure protects the public interest and complies with applicable law and these provisions.

(9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may

be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

(a) The texts of the proposed rule and the adopted rule;

(b) All notices given for a proposed rule;

(c) Any statement of estimated regulatory costs for the rule;

(d) A written summary of hearings, if any, on the proposed rule;

(e) All written comments received by the District and responses to those written comments; and

(f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

(a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.

(c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

(e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

(i) Administer oaths and affirmations;

(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

(v) Make or receive offers of settlement, stipulation, and adjustment.

(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(12) Variances and Waivers. A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.
Law Implemented: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

(1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

(a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars ($2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars ($200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

(d) "Design-Build Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.

(e) "Design-Build Firm" means a partnership, corporation or other legal entity that:

(i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

(f) "Design Criteria Package" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(g) "Design Criteria Professional" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

(i) "Invitation to Bid" is a written or electronically posted solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

(j) "Invitation to Negotiate" means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.

(k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.

(l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

(m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:

(i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;

(ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

(o) "Request for Proposals" or "RFP" is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.

(q) "Responsive Bid," "Responsive Proposal," "Responsive Reply," and "Responsive Response" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0992, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

(1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

(2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

(a) Hold all required applicable state professional licenses in good standing;

(b) Hold all required applicable federal licenses in good standing, if any;

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

(i) The ability and adequacy of the professional personnel employed by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant's past performance;

(iv) The willingness of each consultant to meet time and budget requirements;

(v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required 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." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

(a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

(iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

(4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and

place for submitting proposals.

(6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed at least seven (7) days in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, relevant business presence and capability to service the District's needs, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be

awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall

include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

i. One of the circumstances specified under Section 337.16(2), *Florida Statutes*, has occurred.

ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status

shall remain suspended, revoked, or denied until the documents are furnished.

viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

xii. The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

xiii. Any other circumstance constituting "good cause" under Section 337.16(2), *Florida Statutes*, exists.

(b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or

revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.

(f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

i. Impacts on project schedule, cost, or quality of work;

ii. Unsafe conditions allowed to exist;

iii. Complaints from the public;

iv. Delay or interference with the bidding process;

v. The potential for repetition;

vi. Integrity of the public contracting process;

vii. Effect on the health, safety, and welfare of the public.

(g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) <u>Reapplication and Reinstatement</u>

(a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for

reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

(b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.

(c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

(a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.

(b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.

(c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

Rule 3.5 Construction Contracts, Not Design-Build.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of competent jurisdiction of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years shall be deemed ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the

bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.

(6) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board

that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards

and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

    a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

    b. Hold all required applicable federal licenses in good standing, if any;

    c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

    d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

(3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

(1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding $200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five percent (5%). If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, , or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

(5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

(1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, hand delivery, or email with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) calendar days from receipt of the recommended order in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the B**i**ds, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective May 28, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Return to Agenda Pg. 3

EXHIBIT 23

TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT

RULES, POLICIES & RATES FOR USAGE FOR ALL DISTRICT FACILITIES

ADOPTED APRIL 5, 2016

AMENDED
February 4, 2020
February 9, 2022
January 18, 2023
November 19, 2024
September 17, 2025
April 23, 2026/May 28, 2026

Trout Creek CDD
100 Kayak Way,
St. Augustine, FL 32092

TABLE OF CONTENTS

Definitions	3
Annual Fee Structure	4
District Facility Access	4
Tenant Privileges	4
Non-Discrimination Policy	5
General District Facility Provisions	5
General District Facilities Usage Policy	7
Free-Range Bird's Nest For Children	7
Swimming Pools, Tower Slide, and Lazy River Policies	8
Fitness Lodge Policies	12
Group Fitness Room	13
Tennis Facility Policies	13
Trout Creek CDD Rules Governing E-Bike Use on District Property	14
Rental of Designated District Facilities	14
Rental of Outpost Policies	15
Shearwater Landing and Kayak Launch Policies	15
Barbeque Grill Policies	16
Pond Policies	16
Fishing Policies	16
Parks, Event Lawn, and Playground Policies	17
Dog Park Policies	17
Trail Policies	18
Wheeled Devices and Motorized Vehicles	19
Community Garden Policies	21
Nanny / Au Pair / Caregiver Policy	22
Grandparent Policy	22
Loss or Destruction of Property or Instances of Personal Injury	22
Indemnification	23
Suspension and Termination of District Facility Privileges	23
Natural Buffer Areas Policy Statement	24
Acknowledgement	25
Disciplinary Procedures	31
Fishing Ponds	35
Golf Cart Registration	36

DEFINITIONS

"Additional Users" – Shall mean any persons who can demonstrate permanent residence in the same dwelling unit through documentation acceptable to the District including, but not limited to, government-issued identification, closing statements, or lease agreements showing the dwelling unit address.

"Amenity Management" – Shall mean any and all employees or representatives who may work for the Homeowners Association, Management Company, or District and are charged with the operation of the District's Facilities.

"Annual User Fee" – Shall mean the fee established by the District for any person that is not a Resident or Tenant and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth in *Addendum* A, and that amount is subject to change based on Board action.

"Board of Supervisors" or "Board" – Shall mean the Trout Creek Community Development District's Board of Supervisors.

"Commercial Purposes" – Shall mean those activities which involve, in any way, the provision of goods or services for compensation.

"Community Director" – Shall mean onsite supervisor of the Amenity Management.

"Corporate Owners of Residential Property" or "Non-Resident Owner" – Shall mean a person or entity that owns a residential lot or residence within the District, as evidenced by a recorded deed or other documentation acceptable to the District, and is entitled to access and use of the District Facilities as described herein.

"Corporate Owners of Undeveloped Property" – Shall mean a person or entity that owns undeveloped property within the District and is entitled to access and use of the District Facilities as described herein.

"District" – Shall mean the Trout Creek Community Development District.

"District Facilities" – Shall refer to the District Facilities including the Kayak Club, pools, Dog Park, parks, playgrounds, Fitness Lodge, tennis courts, play fields, kayak launching area, pavilions, boardwalks, Designated Trails, and any other facilities which are owned by the District.

"District Facility Policies" or "Policies" – Shall mean all District Facility Policies of the District, as amended from time to time. Such policies may be enforced by Amenity Management, the District Manager, the Board of Supervisors, and designated representatives thereof.

"District Manager" – Shall mean the District's management company, including its employees and agents, contracted by the District to manage the operations of the District.

"District Property" – Shall mean lands owned by the District.

"Guest" – Shall mean any person that accompanies a Patron in utilizing the District Facilities and is authorized by the Patron to access such facilities under the Patron's Guest Privileges.

"Guest Privileges" – Privileges included with Patron account authorizing individual guest entries with no more than four (4) used at one time. All Guests must be accompanied by the sponsoring Patron during use of District Facilities, unless a weekly or summer Guest Pass is purchased as set forth in Addendum A.

"Non-Resident User" – Shall mean an individual who is not a Resident or Tenant, whose primary dwelling is not located in the District, but has access to the District Facilities due to payment of the Annual User Fee.

"Patron" – Shall mean Residents, Tenants, Non-Resident Users, and Corporate Owners of Residential Property or Undeveloped Property.

"Patron Identification" – Shall mean an electronic identification card, fob, or other form of identification issued by the District to a Resident, Tenant, Non-Resident Owner, and/or Non-Resident User. Patron Identifications are non-transferable and remain the property of the District.

"Resident" – Shall mean an individual whose primary residence is located within a dwelling within the District and may include a person/entity on the deed of record for a dwelling within the District.

"Tenant" – Shall mean an individual with a valid written lease agreement of at least one (1) year duration for a dwelling being used as a primary residence within the Trout Creek Community Development District.

ANNUAL USER FEE STRUCTURE

The Annual User Fee may be reviewed each year in conjunction with the adoption of the annual fiscal year budget for the District. Payment of the Annual User Fee provides access to all District Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of completion of the Non-Resident User application. The Annual User Fee is non-refundable.

DISTRICT FACILITY ACCESS

Two (2) Patron Identifications will be issued per place of residence within the District. The purchase of additional lost, or stolen Patron Identifications are outlined in Addendum A.

All Patrons will be required to provide proof of District residence or an executed Non-Resident User Application and execute a District Facilities Registration Form, including a liability waiver and release in a form approved by the District, prior to receiving their Patron Identification. The District Facilities Registration Form will identify persons authorized to use Patron Identifications. Such persons may include the Patron's children and grandchildren who do not reside within the District and who are under 18 years old, provided such children and grandchildren are accompanied by the Patron or another authorized adult listed on the Registration Form when using District Facilities to the extent required by the Policies set forth herein.

A maximum of two (2) additional Patron Identifications can be purchased for Additional Users.

TENANT PRIVILEGES

1. Residents who lease their residential unit(s) in the District for a term of at least one (1) year shall have the right to assign their usage rights to a designated Tenant for the

duration of the lease term. During any period when usage rights are assigned to a Tenant, the Resident shall not have access to District Facilities.

2. In order for the Tenant to be entitled to use the District Facilities, the Tenant must register for a Patron Identification, provide a copy of the executed lease agreement, execute a liability waiver and release in a form approved by the District, and have written authorization provided by the Resident with a timeline to match the lease terms.
3. The Tenant shall provide a copy of the fully executed lease agreement showing a term of at least one (1) year and proof of residency at the leased property (such as a utility bill, driver's license, or other government-issued identification showing the District address) to acquire the Patron Identification.
4. A Tenant, who acquires a Patron Identification, shall be entitled to the same rights and privileges to use the District Facilities.
5. A fee for the issuance of a Patron Identification will apply. Please refer to Addendum A.

NON-DISCRIMINATION POLICY: The District is committed to compliance with all applicable fair housing laws, including the Fair Housing Act, and does not discriminate on the basis of race, color, religion, sex, disability, familial status, national origin, age, or any other protected class under applicable federal, state, or local law in the provision of services or access to District Facilities. All Patrons and Guests shall have equal access to District Facilities and amenities in accordance with these Policies and applicable law.

GENERAL DISTRICT FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or remove, in part or in their entirety, these District Facility Policies when determined necessary in its sole discretion.
2. All Patrons must have their assigned Patron Identification upon utilizing District Facilities. All Patrons must present their Patron Identification upon request from Amenity Management or other authorized District representatives.
3. For health and safety reasons, children must be supervised by a responsible person age 18 or older as follows, based on the nature of the facility and applicable safety requirements:
    a. Age 12 – Tennis Courts
    b. Age 8 – Playground, Event Lawn
    c. Age 13 – Swimming Pools
    d. Age 14* – Fitness Lodge (Patrons between the ages of 14-15 must undergo a fitness orientation to learn how to use the equipment and provide a liability release. These age restrictions are based on equipment manufacturer safety guidelines and insurance requirements.)
    e. Age 14 – Group Fitness Room
4. All hours of operation for the District Facilities, including holiday schedule, will be established and published by the District.
5. All pets are prohibited from entrance into the District Facilities, including but not limited to pools, except for service animals as required by the Americans with Disabilities Act and other applicable law.
6. Service Animals and Assistance Animals: Service animals that are individually trained to do work or perform tasks for a person with a disability are permitted in all areas of the District Facilities where the public is allowed, except where the animal's presence would fundamentally alter the nature of the service or create a direct threat to health or safety. Service animals must be harnessed, leashed, or tethered unless such devices interfere with the service animal's work or the individual's disability prevents use of such devices. Assistance animals (including emotional support animals) may be permitted in outdoor areas of District Facilities and common areas as a reasonable accommodation for persons with

disabilities in accordance with the Fair Housing Act. Persons requesting accommodation for an assistance animal should submit a request to the District Manager or Community Director in accordance with the District's reasonable accommodation procedures. All animals permitted under this policy must be under the control of their handler at all times. Patrons and handlers are responsible for any damage caused by animals and for immediately cleaning up after all animals.

7. All vehicles must be parked in designated parking areas only. Vehicles shall not be parked on grass, lawns, sidewalks, or in any manner that blocks the normal flow of traffic or emergency access.
8. Fireworks of any kind are not permitted anywhere on the District Facilities or adjacent areas, unless for a District approved event.
9. Only Amenity Management is allowed in the service areas of the District Facilities.
10. Smoking, including but not limited to vaping, cigarettes, and e-cigarettes, is not permitted anywhere in the District Facilities.
11. Guests must be accompanied by a Patron, while using the District Facilities, if they do not have a Summer Guest Pass or Weekly Pass.
12. All lost or stolen Patron Identifications should be reported immediately to Amenity Management.
13. A fee will be charged to the Patron for the replacement of any lost or stolen Patron Identification.
14. Violation of the District Facility Policies may result in the suspension or termination of usage privileges for District Facilities in accordance with the procedures set forth herein. The District shall provide written notice of any alleged violation and an opportunity to be heard before the Board of Supervisors prior to any suspension exceeding thirty (30) days or permanent termination of privileges.
15. Patrons and their Guests shall treat Amenity Management with courtesy and respect.
16. In accordance with Florida law, firearms and other weapons are prohibited in District Facilities where such restrictions are legally authorized, including but not limited to meetings and workshops of the Board of Supervisors. Firearms or any other weapons are not permitted in any of the District Facilities unless otherwise permitted by law.
17. The District reserves the right to provide programming, in its sole discretion. District has the authority to reserve certain areas for programming that are not able to be reserved by Patrons.
18. Trespassing is prohibited on all designated wetland conservation and/or mitigation areas located on District Property. All trespassers may be reported to the local authorities and may be subject to prosecution under Florida law.
19. Loitering is not permitted at any District Facilities.
20. All Patrons shall abide by and comply with all applicable federal, State of Florida, and local laws and ordinances, as well as District Facility Policies, while present at or utilizing the District Facilities and shall ensure that any minor for whom they are responsible also complies with the same. Patrons acknowledge and agree that they are responsible for the conduct of their Guests and minors under their supervision.
21. The use of profanity, abusive language, or disruptive behavior will not be tolerated and may result in immediate removal from District Facilities and/or suspension of privileges.
22. The District, through its Amenity Management, shall have the authority to close any portion or all of the District Facilities for any necessary health or safety precautions, including but not limited to compliance with Florida Department of Health regulations under Chapter 64E-9, Florida Administrative Code. Examples include, but are not limited to, thunderstorms, fecal accidents, maintenance, and other emergency situations.

23. Non-District approved signage shall be restricted on District Property (e.g. Garage Sale, Open House, etc.).
24. Private barbeque grills of any kind are not permitted on District Property.
25. The Board of Supervisors, the District Manager, the Community Director, and Amenity Management shall have full authority to enforce these policies in accordance with Chapter 190, Florida Statutes, and the District's Rules of Procedure.

GENERAL DISTRICT FACILITIES USAGE POLICY

All Patrons and Guests using the District Facilities are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all District Facility Policies governing the District Facilities.

Violation of the District Facility Policies and/or misuse or destruction of the District Facilities equipment may result in the suspension or termination of District Facilities privileges with respect to the offending Patron or Guest, subject to any applicable notice and hearing rights under Chapter 190, Florida Statutes, and the District's Rules of Procedure. The District reserves the right to pursue all available legal remedies, including but not limited to restitution, damages, injunctive relief, and costs of enforcement (including reasonable attorneys' fees), for destruction of or damage to District Facilities, District Property or equipment.

***Hours**:* The District Facilities are available for use by Patrons and Guests during normal operating hours to be established and posted by the District.

***Emergencies**:* In the event of any emergency, Patrons should immediately contact 911 if emergency services are required. All emergencies and injuries occurring at District Facilities must also be reported to the office of the District Manager at 321-263-0132 as soon as practicable.

Political and Campaign Activities: Political campaigning, electioneering, distribution of campaign literature, solicitation of votes, and other political or campaign activities are prohibited within the District Facilities, except (i) for events officially hosted by the District, or (ii) in connection with a room or facility reservation made through the standard reservation process, provided that the Patron prominently includes in any promotional or invitational materials, and posts in a conspicuous location at the event, a written disclaimer in substantially the following form: "This event is not hosted, sponsored, or endorsed by the Trout Creek Community Development District." The District reserves the right to deny or revoke any reservation that fails to comply with this provision.

Persons using the District Facilities do so at their own risk. The District Community Director, and Amenity Management are not present to provide personal training, exercise consultation, or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the District Facilities are encouraged to consult with a physician prior to commencing a fitness program. By using the District Facilities, Patrons and Guests acknowledge and assume all risks associated with such use.

FREE-RANGE BIRD'S NEST FOR CHILDREN

Free-Range Bird's Nest ("Bird's Nest") provides an **unsupervised** play area for children that may be utilized while Patron parents and/or guardians are utilizing the Fitness Lodge. As the Bird's Nest will not be staffed or subject to active supervision by Amenity Management, please use extreme discretion in allowing children to play there. The following conditions of use apply:

1. Children in the Bird's Nest remain solely the Patron's responsibility at all times. The District, its Board of Supervisors, officers, employees, agents, contractors, and Amenity Management (collectively, "District Parties") shall not be liable for and are not responsible for any injuries, accidents, losses, or damages sustained in the Bird's Nest. By allowing their children to use the Bird's Nest, Patrons acknowledge and assume all risks associated with such use.
2. No child shall remain in the Bird's Nest for longer than 1 hour.
3. The age range for children using the Bird's Nest is between five (5) and eleven (11) years of age. Parents and legal guardians must use their best judgment to determine if their child is mature enough to be in the Bird's Nest unattended and assume full responsibility for such determination.
4. The Bird's Nest is only available during Fitness Lodge hours, and Patrons may not leave the Fitness Lodge while their child is utilizing the Bird's Nest.
5. The District reserves the right to restrict usage of the Bird's Nest should a child appear too young to be unsupervised, misuse the Bird's Nest, misbehave, or display symptoms of illness. The District further reserves the right to limit the number of occupants in the Bird's Nest.
6. Violations of these Policies may result in suspension from use of the Bird's Nest and/or District Facilities.
7. Participation in the Bird's Nest will be based on a first-come, first-served basis. The District reserves the right to utilize the Bird's Nest for District activities. During this time, the Bird's Nest may not be available for general use.
8. Infant carriers, strollers, and other similar devices are not permitted in the Fitness Lodge. Due to safety concerns, no infants, toddlers, or young children are permitted in the workout areas of the Fitness Lodge unless they are utilizing the Bird's Nest in accordance with the applicable policies.

SWIMMING POOLS, TOWER SLIDE, AND LAZY RIVER POLICIES

The pool and pool deck areas of the swim facilities are not available for private rental and shall remain open to other Patrons and Guests during normal operating hours. SWIM AT YOUR OWN RISK. The District, its agents, employees, and contractors shall not be liable for any injuries, accidents, losses, or damages sustained while using the pool facilities, except as may be required by applicable law.

HOURS OF OPERATION:

1. Days and hours of operation are subject to change without notice and shall be posted in a conspicuous location within the District Facilities.
2. Swimming is permitted only during designated hours, as posted and in accordance with the safety standards for public swimming pools as adopted by the Florida Department of Health in Chapter 64E-9, Florida Administrative Code.
3. The swimming pools may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
4. Any person swimming during non-posted swimming hours or outside of designated operating hours may be subject to suspension from using District Facilities and may be reported to local authorities for trespassing.

POOL RULES AND REGULATIONS

1. Food and beverages are prohibited in the pool and on the pool wet deck area. Pool wet deck area is defined as the four (4) foot wide unobstructed pool deck area around the outside of the pool water perimeter.

2. No glass or animals are allowed in the pool area (or tennis gates).
3. All Patrons must use their assigned Patron Identification upon entering the pool areas.
4. Proper swim attire must be worn in the pool.
5. No denim or cotton shorts permitted.
6. Personal visual or audio devices are not permitted unless they are equipped with headphones.
7. Showering is required before entering the pools.
8. Alcoholic beverages are prohibited in the pool area, unless provided in a District-sponsored event.
9. No jumping, pushing, running, or other horseplay, as determined by the Amenity Management, is allowed in the pool or on the pool deck.
10. Interfering with the lap-swimming lanes is prohibited.
11. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper.
12. Unauthorized diving is strictly prohibited at all pools.
13. Posted swimming pool hours and availability may be limited or rotated in order to facilitate maintenance of the facility.
14. The changing of diapers or clothes is not allowed poolside.
15. No one shall introduce, install, or add unauthorized chemicals, soaps, or other substances into the pool(s). Failure to comply with this regulation could result in the Patron being liable for any costs incurred in treating and reopening the pool, including but not limited to chemical treatment costs, labor costs, and lost revenue.
16. Remote controlled watercraft are prohibited in the pool areas.
17. Pool entrances must be kept clear at all times.
18. Obstructing ladders, fences, or railings is prohibited as is sitting, standing or hanging on such apparatus.
19. Pool furniture is not to be removed from the pool area.
20. Profanity, abusive language, and physical or verbal abuse are prohibited.
21. The District is not responsible for any effects the chemicals within the pool may cause.
22. Pets, bicycles, skateboards, roller skates, and scooters are not permitted on the pool deck or inside the pool gates.
23. Obey Lifeguards at all times. Failure to obey the rules may result in injury or removal from the facility.
24. The District reserves the right to authorize all programs and activities, including but not limited to the number of guest participants, equipment and supply usage, and reservation of pool for swim lessons, aquatic programs, and pool parties.

FECES POLICY FOR ALL SWIMMING AND WADING POOLS

If fecal contamination occurs, the affected pool will be quarantined and closed immediately. The pool will remain closed and undergo proper disinfection procedures in accordance with Florida Department of Health Chapter 64E-9, Florida Administrative Code, which requires specific chlorine levels and contact times based on the type of contamination (formed stool vs. diarrheal incident). The pool will reopen only after proper disinfection procedures are completed and water quality standards are met.

ADA CHAIR LIFT USAGE POLICY

1. ADA chair lifts are available for use by individuals with disabilities or mobility impairments as required under the Americans with Disabilities Act.
2. Chair lifts are designed for self-use. Amenity Management is not authorized to assist Patrons or Guests with use beyond initial review of operating instructions.

3. Misuse of ADA chair lifts by individuals who do not require accessibility assistance may result in immediate suspension from the District Facilities for a period of one (1) day.

WEATHER POLICY

1. Rain: the pools will remain open unless severe weather poses potential danger to the Guests and will reopen once such weather passes, all as determined in the sole discretion of the supervisor or Amenity Manager.
2. Thunder and Lightning: The pool will close immediately in case of thunder or lightning and will reopen only once the District determines thunder and lightning has been cleared.

AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

1. Aquatic toys and equipment are not permitted in the pool.
2. Prohibited items include, but are not limited to, rafts, kickboards, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
3. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events. Inner tubes provided by Amenity Management are allowed in the Lazy River.

LAZY RIVER POLICIES

1. PATRONS AND GUESTS USE THE LAZY RIVER AT THEIR OWN RISK. The District does not provide lifeguard supervision for the Lazy River during all operating hours. Users assume all risks associated with use of this amenity.
2. No climbing or sitting on the wall.
3. No jumping or diving into the Lazy River.
4. Only tubes provided by the District may be used in the Lazy River.
5. Only one person per tube seat. Tubes without an opening are available for children under 36" tall. These tubes may only be used when an adult supervisor at least eighteen (18) years of age maintains constant supervision within arm's length of the child at all times.
6. The Lazy River may only be used during pool hours when the river is attended by Pool Attendants unless otherwise so designated.
7. Maximum of two tubes may be coupled together.
8. Enter and exit only in designated areas.
9. During busy conditions float times may be limited by staff.
10. Users of the Lazy River are required to float at the pace and direction of the current and may not stop floating with the current until they are prepared to exit the Lazy River or in an out-cove.
11. No swimming underwater.
12. Users of the Lazy River may not stand, kneel, stack, flip, or throw floatation devices.
13. Floatation devices shall be removed from the Lazy River when not in use and placed in designated storage area.
14. All other Pool Rules and Regulations are required to be followed. Always use caution and follow staff directives when floating the Lazy River.
15. Children must be supervised by an adult.

TOWER SLIDE SPECIFIC POLICIES

1. When a lifeguard or Pool Attendant is stationed at the bottom of the slide in the water, children must be at least forty-two inches (42") tall to ride the slide. When a lifeguard or Pool Attendant is not stationed in the water, children must be at least forty-eight inches (48") tall to ride the slide.

2. Height and weight restrictions will be judged at the sole discretion of the lifeguard, Pool Attendant, or Amenity Management.
3. For everyone's safety, refrain from standing at the bottom of the slide.
4. Only one person may use the slide at a time.
5. Only one person may be on the top of the slide at a time.
6. If a lifeguard or Pool Attendant questions a swimmer's ability, then, if requested, the swimmer must demonstrate their ability to swim prior to using the slide.
7. Users must slide feet first.
8. Users must never stop, stand, flip or slow themselves when riding the slide.
9. Users must keep feet and hands inside the slide at all times.
10. Users may not climb back up the slide after beginning their descent or after exiting the slide.
11. No jewelry, floatation devices or casts may be worn while using the slide.
12. No shorts with snaps or rivets, or anything that may damage the slide will be allowed on the slide.
13. Pregnant women are strongly discouraged from using the slide and should consult with a physician prior to using the slide.
14. Users must exit the slide landing exit area as delineated in the pool immediately after exiting the slide.
15. Users must follow lifeguard or Pool Attendant instructions at all times, and the lifeguard or Pool Attendant shall have the final authority on pool/slide use.
    The slide may only be used during pool hours when the water slide is attended by a lifeguard or Pool Attendant.
16. All other General Pool Rules are required to be followed.

WATER WALKING POLICIES

1. **Purpose:** To promote wellness and ensure safe use of the Lazy River amenity, the District has designated specific hours for continuous walking exercise. These hours are open to all authorized Residents and their registered Guests, who wish to use the Lazy River for walking-only purposes.
2. **Lazy River Walking Hours** - Daily Walking Time: 9:00 AM – 10:00 AM (subject to adjustment at the District's sole discretion)
3. **During designated walking hours:**
    a. Use of the Lazy River is limited to continuous walking in the current direction of flow.
    b. No floatation devices, horseplay, running, stopping, or stationary use is permitted. Users must maintain a safe walking pace and appropriate distance from other users.
    c. All users must be respectful of others using the amenity for fitness purposes. Users must follow all staff instructions and posted safety rules. Failure to comply may result in removal from the facility and suspension of access privileges.
    d. Swimmers, loungers, and users with small children are welcome outside of walking hours or during designated recreation times, consistent with the general Lazy River rules.
4. **General Rules** (Apply at All Times)
    a. During designated walking hours, minors fourteen (14) years of age or under must be accompanied and supervised by an adult at least eighteen (18) years of age at all times for usage of the Lazy River. All children five (5) years of age or younger, as well as all children who are unable to swim independently, must be supervised by a responsible individual eighteen (18) years of age or older, at all times within arm's length. Children who cannot maintain continuous walking for the full designated walking period should not use the Lazy River during walking hours. No horseplay is permitted.
    b. Proper swimwear required. All clothing must be made of appropriate swim material and be clean prior to entry. Cut-offs, denim, cotton clothing, and street clothes are prohibited.

Swim diapers are required for all children who are not toilet-trained and for any individuals who require them for incontinence.

c. Food and beverages are prohibited in the water.
d. Staff may enforce safety or operational closures as needed for maintenance, weather conditions, or emergency situations. The District reserves the right to close the facility without advance notice when necessary to ensure user safety.

FITNESS LODGE POLICIES

1. NOTICE: THE FITNESS LODGE IS UNATTENDED. NO STAFF IS PROVIDED. USE OF THIS FACILITY AND ALL EQUIPMENT IS AT YOUR OWN RISK. USERS ASSUME ALL RISKS OF INJURY OR DEATH ASSOCIATED WITH USE OF FITNESS EQUIPMENT AND FACILITIES.PERSONS USING THE FITNESS LODGE DO SO AT THEIR OWN RISK. THE DISTRICT DISCLAIMS ALL LIABILITY FOR INJURIES OR DAMAGES ARISING FROM USE OF THE FITNESS LODGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO SECTION 768.28, FLORIDA STATUTES.
2. Amenity Management is not present to provide Personal Training or Exercise Consultation to Patrons.
3. Persons interested in using the Fitness Lodge are encouraged to consult with a physician prior to commencing a fitness program.
4. All Patrons using the Fitness Lodge are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all District Facility Policies governing the District Facilities. By using the Fitness Lodge, Patrons acknowledge and assume all risks associated with the use of fitness equipment, including but not limited to the inherent risks and dangers of serious bodily injury, permanent disability, paralysis, and death.
5. **Hours:** The Fitness Lodge is open for use by Patrons and Guests during normal operating hours to be established and posted by the District. Guest access to Fitness Classes is limited upon space and availability, with priority to Patrons.
6. **Emergencies***:* Call 911 immediately if immediate medical attention is necessary. All emergencies and injuries must be reported to the Amenity Management and the District Manager at 321-263-0132 as soon as reasonably possible.
7. **Eligible Users**: Patrons and Guests, 14 years of age and older, are permitted to use the equipment in the Fitness Lodge during designated operating hours. Minors aged 14-17 must be accompanied by a parent or legal guardian who remains present in the Fitness Lodge during the minor's use of the facility.
8. **Guest Limit:** Notwithstanding the general Guest Privileges set forth in these Policies, each Patron may bring no more than two (2) Guests into the Fitness Lodge at any one time.
9. Patrons and Guests must provide proof of age if requested by Amenity Management to use the Fitness Lodge.
10. **Food and Beverage:** Food is not permitted within the Fitness Lodge.
    a. Water is permitted in the Fitness Lodge if contained in non-breakable containers with screw top or sealed lids.
    b. Alcoholic beverages are not permitted.
11. **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Lodge.
    a. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).
12. **General Policies:**
    a. Each Patron is responsible for wiping off fitness equipment after use.

b. Use of personal trainers is prohibited in the Fitness Lodge unless preapproved in writing by the Amenity Management. Any approved personal trainer must provide proof of liability insurance naming the District as an additional insured with minimum coverage of $1,000,000 per occurrence and $2,000,000 aggregate, and must execute an indemnification agreement in favor of the District.
c. Hand chalk is prohibited in the Fitness Lodge.
d. Radios, tape players, and CD players are prohibited unless they are personal units, equipped with headphones.
e. Weights or other fitness equipment may not be removed from the Fitness Lodge.
f. Please replace weights to their proper location after use.
g. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of weights.
h. Any fitness program operated, established, and run by Amenity Management shall have priority over other users of the Fitness Lodge.
i. No throwing objects against any wall.

GROUP FITNESS ROOM

1. Children 14 and under are allowed in the Group Fitness Room only when accompanied by and under the direct supervision of a parent or legal guardian at all times. The supervising adult must remain in the Group Fitness Room and maintain visual contact with the child at all times.
2. Children must be actively utilizing the room for its intended use (i.e. dance classes, children's fitness classes, and other similar activities). If children are not actively participating in fitness activities, they will be asked to wait in the Bird's Nest. Please refer to Free Range Bird's Nest Policies. Parents and legal guardians remain responsible for their children's safety and conduct at all times, regardless of location within the District Facilities.

TENNIS FACILITY POLICIES

1. All players shall check-in with on-site staff prior to playing.
2. Unreserved tennis courts will be assigned on a first-come, first-serve basis.
3. Clinic, lesson, and guest fees (if applicable) are to be paid prior to the utilization of court(s).
4. Patrons may make a court reservation by going to Playtennis.usta.com/shearwater and registering an account. Please save your confirmation email so that you can cancel your reservation if needed.
5. Reservations are allowed for one court, up to 72 hours in advance.
6. The length of time for a court reservation is 1, 1.5, or 2 hours.
7. If a Patron arrives more than 15 minutes late for their reservation, that court will be forfeited and available on a first-come, first-serve basis.
8. Tennis court usage may be limited or suspended from sponsored events, lessons, or as approved by Amenity Management.
9. Proper tennis attire, as determined by Amenity Management, shall be worn at all times; cutoffs or jeans are prohibited.
    a. Only smooth sole tennis shoes shall be worn.
    b. Running shoes and cross-training shoes are prohibited.
10. Proper court etiquette should be observed at all times.
11. Profanity and/or disruptive behavior are prohibited.
12. Tennis Facility hours of operations are from 7:00 a.m. to 11:00 p.m. Lights at the Tennis Facility must be turned off after each use, and must be turned off at 11:00 p.m., unless during a District-sponsored event. However, the courts will be closed for maintenance

daily from 6:30 a.m. to 8:00 a.m. and closed for mid-day watering from 1:00 p.m. to 3:00 p.m. from April to October.

13. Tennis courts are for tennis only.
14. Children under 12 years of age must be accompanied by and under the direct supervision of a parent or legal guardian at all times while on the tennis courts.
15. Glass containers, food, and smoking are prohibited near or on the tennis courts.
16. No vehicles or animals are allowed on the tennis courts.

TROUT CREEK CDD RULES GOVERNING E-BIKE USE ON DISTRICT PROPERTY

1. Due to continuing health, safety and welfare concerns, as well as widespread property damage, no person may operate an e-bike on District Property (excepting District Roads) without first successfully completing an e-bike safety course through the District. Once completed, proof of successful completion will be issued to such rider and recorded in the District records.
2. E-bikes of any class may be operated only on District Roads and Cart Paths. No e-bikes of any class are permitted on Designated Trails, landscape berms, retention areas, swales, or any other Common Area. These areas are not recreational zones.
3. No stunt riding, jumping, off-trail riding, or use of District Property as a bike course. This includes but is not limited to using berms as hills or launch ramps.
4. All riders under age 16 must wear a properly fitted helmet compliant with CPSC standards (16 C.F.R. Part 1203) at all times while operating any e-bike on District Property. Parents and guardians are responsible for compliance. All riders must complete an e-bike safety course as a condition precedent to continued access to District amenity facilities.
5. All e-bike operators must yield to pedestrians, obey posted speed limits and signage, and operate in a manner that does not endanger others. E-bikes may not be operated in excess of 15 miles per hour on District Roads, sidewalks, and Cart Paths, and must slow to 10 miles per hour or less when passing or when any pedestrian is within 50 feet.
6. E-bikes may not be operated on District Property by any person who cannot safely control such e-bike. The District will make this determination on a facts-and-circumstances basis. All violations of these rules are governed by the District's Disciplinary Procedures attached as Addendum C herein.

RENTAL OF DESIGNATED DISTRICT FACILITIES

1. Various locations, outlined in Addendum B, are to be used on a first come, first serve basis. However, several locations are required to be rented for exclusive use.
2. The rentals of these locations are for Patron use only.
3. The District Facilities' grills must be cleaned after each use.
4. Patrons must take all trash with them when leaving.
5. The rental of District Facilities is available only during designated hours (attached).
6. Additional guidelines and information on the District Facilities rental can be found in Addendum B.
7. The District has the authority to reserve certain areas that are not able to be reserved by Patrons for programming purposes.
8. **Facility Alcohol Policy**. The following regulations apply to Patrons intending to serve alcohol at the Amenity Center:
    a. Patrons intending to serve alcohol must indicate such intent on the Facility Use Permit at the time of application submission. Any Patron who does not indicate such intent at the time the application is submitted shall not be permitted to serve alcohol.

All alcohol service must comply with Florida Statutes Chapter 562 and applicable local ordinances.

b. Alcoholic beverages are only permitted in the Kayak Club and Pavilion areas.
c. Glass containers are prohibited outside.
d. Any person or entity reserving a District facility where alcohol is served shall remit a refundable security deposit in the amount of $505.00 at the time the reservation is confirmed. The security deposit shall be held by the District and returned to the reserving party following the event, provided that (a) the facility is left in clean and undamaged condition, (b) the event concluded within the reserved time period, and (c) no provision of this reservation policy was violated. The District may apply all or any portion of the security deposit toward the cost of cleaning, repair of damage, or other expenses incurred by the District as a result of the reservation, and shall provide the reserving party with an itemized accounting of any amounts withheld. Any costs exceeding the amount of the security deposit shall remain the responsibility of the reserving party.
e. Event Liability Insurance, including liquor liability coverage, shall be required for all events where alcoholic beverages are served, in the following amounts:
    i. Commercial General Liability insurance with Property Damage coverage in an amount not less than $250,000 per occurrence
    ii. The person or entity holding the event agrees to indemnify, defend, and hold harmless the District, its officers, supervisors, agents, and employees from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or damages of any nature, arising out of or in connection with the event wherein alcohol is provided or served, including reasonable attorneys' fees and costs through all trial and appellate proceedings.
    iii. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*.
    iv. Proof of the required Event Liability Insurance, including liquor liability coverage and any required additional insured endorsement naming the District, must be delivered to and received by the District no later than three (3) business days before the scheduled start of the event. If the required proof of insurance is not received within this deadline, the Facility Use Permit and reservation for the event is automatically revoked, the Patron will not be permitted to hold the event, and any forfeiture of the security deposit is governed by the cancellation and refund provisions otherwise applicable to the rental.

RENTAL OF OUTPOST POLICIES

1. The rental of this location is for Trout Creek CDD Residents and their authorized Guests only.
2. The rental of District Facilities is available only during normal hours of operation (9:00 a.m. – 1:00 p.m.; 1:30 p.m. – 5:30 p.m.; 6:00 p.m. – 10:00 p.m.) or when pre-approved by Amenity Management.
3. If you brought it, take it. If you leave it, management is not responsible.
4. Take only pictures. Leave only footprints. Please clean up after yourself.
5. Secure all doors and turn off lights before leaving.

SHEARWATER LANDING AND KAYAK LAUNCH POLICIES

1. All posted rules must be followed.
2. Open from Dawn to Dusk.

3. Children under the age of fourteen (14) must be accompanied by an adult.
4. Be courteous. Do not obstruct the path or space of others on the Pier.
5. No swimming, diving, or entering the water from the Landing.
6. Do not clean fish on the pier. Do not cut bait on the pier or handrails.
7. Be considerate. Properly dispose of all unused bait, fish and trash.
8. Alcoholic beverages, glass containers and other breakable items are prohibited.
9. Please follow all USCG recommendations and wear approved personal flotation devices when operating a vessel on the waterway.
10. No motorized vessels. No unattended vessels. No golf carts allowed. No discharges into the water.
11. If you brought it, take it. If you leave it, management is not responsible.
12. Use caution. Nature trail is slippery when wet.
13. Facilities are available for Residents to use at their own risk.

BARBEQUE GRILL POLICIES

1. Patrons shall check-in with Management staff prior to using the District's grills.
2. Management staff will provide a key to turn on the grill and answer any questions regarding the operation of such grill.
3. Grills are only available for use, on a first-come, first-served basis, to individuals eighteen (18) years and older who have the general, operational knowledge of barbeque grills.
4. Patrons shall comply with the following rules when operating a community grill:
    a. Community grills shall not be left unattended at any time while in use;
    b. Please be courteous and share the community grill area;
    c. Clean up all trash and other debris generated during the use of community grill and deposit the same in appropriate trash receptacles;
    d. Clean the grill(s), counter space(s), and picnic table(s) after use, with cleaners provided in the cabinets underneath the community grills;
    e. Glass and other breakable items are not permitted in the community grill area.
    f. The District reserves the right to seek reimbursement for costs related to the violation of any of the above policies or for a failure to return any rental items within twenty-four (24) hours.

POND POLICIES

The ponds at the District are part of a storm water management system designed to treat runoff from lots and streets and control flooding.

1. All trash or debris must be disposed of in the appropriate receptacles.
2. Only authorized personnel are allowed to introduce or stock any of the bodies of water.
3. Parking along the right of way or on any grassed area near the storm water ponds is prohibited.
4. Homeowners whose lot abuts the storm water pond are responsible for trash removal to the water line.
5. Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.
6. Swimming and wading in ponds is prohibited.
7. No watercrafts of any kind are allowed in the ponds. Fishing is only allowed in designated areas.

FISHING POLICIES

Fishing within the District is permitted exclusively in the stormwater retention ponds identified as "Fishing Ponds" on the map attached to these Rules as Addendum D (incorporated herein by reference) and is subject to the following policies:

1. Fishing from the Fishing Ponds is permissible only from the banks and is permitted only for District Residents and their authorized Guests. We ask that you respect your fellow neighbors and access the Fishing Ponds through the proper access points. Accessing private property without permission may result in legal action by the property owner, including potential trespass charges by local law enforcement, and other penalties including, but not limited to, suspension of amenity privileges pursuant to the District's adopted Policies.
2. Fishing in the Fishing Ponds is at your own risk. The District, to the fullest extent permitted by law, disclaims liability for any loss, damage, or injury to any person or property arising out of the use of the Fishing Ponds. This provision does not waive the District's sovereign immunity under Section 768.28, Florida Statutes.
3. Parking on any grassed area near the Fishing Ponds is prohibited, and parking on county roadways is subject to county code and regulations and done at your own risk.
4. Catch and release is required. The Fishing Ponds are stormwater retention ponds designed to capture and retain contaminants. Fish caught in the Fishing Ponds shall not be consumed due to potential contamination from stormwater runoff.
5. Patrons are responsible for complying with all State of Florida licensing requirements and other applicable laws and regulations for fishing, including but not limited to those established by the Florida Fish and Wildlife Conservation Commission. Information regarding licensing requirements can be found at MyFWC.com or by contacting the Florida Fish and Wildlife Conservation Commission.
6. Children under 12 years of age must be accompanied and directly supervised by a responsible adult (18 years or older) when fishing.
7. Do not leave fishing poles, lines, equipment or bait unattended.
8. Ensure all litter and waste is properly disposed of. Items such as discarded fishing line, lures, and tackle pose serious risks to wildlife. Residents are encouraged to act as responsible environmental stewards while enjoying District amenities.
9. Please be aware of wildlife, including alligators and snakes, and exercise caution when using the Fishing Ponds. Do not feed wildlife.

PARKS, EVENT LAWN, AND PLAYGROUND POLICIES

1. Parks, event lawns, and playgrounds are available on a first-come, first-served basis, no reservations are permitted.
2. Community Event Fields and Lawn are for the use of District Residents and their authorized Guests only. Unless approved by the District prior to use, no organized sports may hold practices, games or events in such areas.
3. Patrons and Guests using the parks and playgrounds must remove debris brought to the playground.
4. Glass containers are prohibited.
5. The use of profanity or disruptive behavior by any person is absolutely prohibited. All rules regarding conduct and use of facilities apply equally to all Patrons and Guests.
6. Alcoholic beverages are not permitted in the parks or playgrounds.
7. Patrons may not install inflatable equipment, such as bounce houses, at the parks or playgrounds without prior written approval from the District due to safety and liability concerns.
8. Parks and playgrounds hours are dawn to dusk, seven days a week.

DOG PARK POLICIES

1. Please note that the Dog Park is an unattended facility and persons using the Dog Park do so at their own risk. The District, to the fullest extent permitted by law, disclaims liability

for injuries or damages arising from use of the Dog Park. This provision does not waive the District's sovereign immunity under Section 768.28, Florida Statutes.

2. All Patrons and Guests using the Dog Park are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rule of the District. Any disregard or violation of these Policies or misuse or destruction of Dog Park facilities or equipment may result in suspension or termination of Dog Park or Amenity Facility privileges, subject to the procedures set forth in these Policies. The District reserves the right to seek reimbursement for damages. Guests may use the Dog Park only if accompanied by and under the supervision of a Patron who assumes responsibility for the Guest's compliance with all Dog Park policies.
3. Dog Park is open from dawn to dusk.
4. The District reserves the right to close the Dog Park or sections of the Dog Park for any reason including maintenance, mowing, severe weather conditions, special events, or for any other health, safety and danger issues.
5. Food, alcoholic beverages and glass containers are prohibited in the Dog Park area.
6. Only dogs are allowed in the Dog Park area; all other pets are prohibited from the Dog Park area.
7. Dogs shall be on leash at all times unless in designated "off-leash" areas.
8. Patrons shall always supervise their dogs and shall not leave their dogs unattended at the Dog Park.
9. All persons entering the Dog Park must be capable of serving as their dog's handler. Guardians and parents should evaluate the ability and safety of those in their care to determine whether such person should enter the Dog Park, with or without a dog, and the ability to handle such interactions and animals safely and securely. Regardless, due to risks inherent with animals, persons age ten (10) and below present in the Dog Park must be accompanied by a parent or legal guardian who is at least eighteen (18) years old and who remains responsible for supervising both the child and the dog at all times.
10. Dogs exhibiting aggressive behavior are prohibited.
11. All spiked collars are prohibited in the Dog Park.
12. Owners shall supervise the dogs to ensure dogs do not dig or damage any portion of the Dog Park.
13. Dogs under four (4) months old, in heat, with fleas or other contagious skin conditions, or otherwise ill are prohibited from the Dog Park.
14. Dogs shall be up-to-date on vaccinations prior to entering the Dog Park and shall have current rabies vaccination tags as required by Florida law and applicable local ordinances affixed to their collars at all times.

TRAIL POLICIES

1. Designated Trails are for pedestrian use only (walking and running). Bicycles, electric bicycles, non-motorized push scooters, skateboards, roller skates, EPAMDs, motorized scooters, motorized micromobility devices, hoverboards, golf carts, and all other Wheeled Devices are prohibited on Designated Trails, except authorized District maintenance vehicles and mobility devices used by individuals with disabilities as provided in the Wheeled Devices and Motorized Vehicles section. Wheeled Devices are also not permitted on Common Areas (as defined in the Wheeled Devices and Motorized Vehicles section).
2. Cars, trucks, and similar vehicles are prohibited on Designated Trails, unless vehicle is an authorized maintenance vehicle.
3. No trash shall be deposited on the Designated Trails.
4. Use of Designated Trails is at your own risk.
5. Only use Designated Trails.

6. All pets must be leashed at all times.
7. Do not disturb the nature landscapes. Be cautious of plants and wildlife in their native habitat.
8. The following are not permitted at any time:
    - Horses
    - Feeding animals
    - Hunting
    - Camping
    - Cooking
    - Smoking
    - Fires

WHEELED DEVICES AND MOTORIZED VEHICLES

1. **Definitions.** For purposes of these Use Policies, the following statutory and operational categories apply:
    a. **"Wheeled Device"** means any device with one or more wheels used for transportation, recreation, or mobility by a person, whether human-powered, motor-powered, or self-balancing. The term includes, without limitation: bicycles; tricycles; electric bicycles (Classes 1, 2, and 3) as defined in § 316.003, Fla. Stat.; skateboards (including motorized skateboards); roller skates and inline skates; non-motorized push scooters; motorized scooters and micromobility devices as defined in §§ 316.003 and 316.2128, Fla. Stat.; electric personal assistive mobility devices (EPAMDs) as defined in § 316.2068, Fla. Stat.; hoverboards and other self-balancing or one-wheeled electric devices not separately classified; mopeds as defined in § 320.01(27), Fla. Stat.; motorcycles; golf carts as defined in § 320.01(22), Fla. Stat.; utility vehicles as defined in § 320.01(42), Fla. Stat.; low-speed vehicles (LSVs) as defined in § 320.01(41), Fla. Stat.; mini trucks as defined in § 320.01(44), Fla. Stat.; all-terrain vehicles (ATVs) as defined in § 316.2074, Fla. Stat.; off-highway utility task vehicles (UTVs) and similar off-road vehicles; and passenger automobiles, trucks, and similar standard motor vehicles.
    b. **"Common Area"** means any portion of District Property other than a District Road, Cart Path, Designated Trail, or designated parking area. The term includes, without limitation: landscape berms, retention areas, ponds, swales, dry detention areas, conservation tracts, natural buffer areas, irrigation tracts, lift station tracts, dog parks, playgrounds, pool decks, event lawns, parks, gardens, plazas, sidewalks adjacent to amenity facilities, and all other non-roadway, non-trail tracts owned, leased, or maintained by the District.
    c. **"District Road"** means a roadway owned, dedicated to, or maintained by the District, or any other roadway located within District boundaries that has been designated for the operation of golf carts and similar vehicles under § 316.212, Fla. Stat.
    d. **"Cart Path"** means a paved or unpaved path designated by the District for the operation of golf carts.
    e. **"Designated Trail"** means a recreation path or trail formally designated by the District for pedestrian use, including walking and running. Designated Trails are not open to bicycles, electric bicycles, or any other Wheeled Device.

2. **No Wheeled Devices on Common Areas.** Except as otherwise expressly permitted by these Use Policies or by law, no Wheeled Device of any type may be operated, ridden, parked, or stored on any Common Area. This prohibition applies regardless of whether the device is motor-powered, human-powered, or self-balancing, and regardless of how the device is

classified under Florida Statutes. Authorized maintenance vehicles operated by District agents, contractors, and Amenity Management in the course of District operations are exempt. Mobility devices used by individuals with disabilities are addressed in paragraph 9.

3. **District Roads - Permitted Devices and Operating Rules.** The following devices may be operated on District Roads only as expressly authorized by Florida law and only to the extent the roadway has been designated for that use under § 316.212 or § 316.2122 Fla. Stat., as applicable. Operators must comply with all applicable statutes, all St. Johns County ordinances (including but not limited to St. Johns County Ordinance 2018-42, as may be amended or replaced), and the additional District-imposed requirements set out in these Use Policies.
    a. **Golf Carts** (§ 320.01(22), Fla. Stat.) - permitted on District Roads designated for golf cart use under § 316.212, Fla. Stat. Operators must comply with Chapter 316, Fla. Stat. (operators under 18 must possess a valid learner's driver license or valid driver license, and operators 18 or older must possess valid government-issued photographic identification). All golf carts must be registered with the District under Addendum E.
    b. **Utility Vehicles** (§ 320.01(42), Fla. Stat.) - permitted only when operated by the District or its agents for general maintenance, security, and landscaping purposes.
    c. **Low-Speed Vehicles (LSVs)** (§ 320.01(41), Fla. Stat.) - permitted only on streets with a posted speed limit of 35 mph or less, and only if the LSV is titled under chapter 319, registered under § 320.02, insured for personal injury protection and property damage liability, equipped to comply with 49 C.F.R. § 571.500 and § 316.2122, Fla. Stat., and operated by a person with a valid driver license. LSVs are not golf carts and may not be operated under the golf cart regime.
    d. **Mopeds** (§ 320.01(27), Fla. Stat.), **motorcycles**, and standard **passenger motor vehicles** are permitted on District Roads subject to all otherwise-applicable traffic laws.
    e. **Bicycles** (including Class 1, 2, and 3 electric bicycles as defined in § 316.003, Fla. Stat.), **motorized scooters** and **micromobility devices** (as defined in § 316.2128, Fla. Stat.), and **EPAMDs** (as defined in § 316.2068, Fla. Stat.) are permitted on District Roads in accordance with the operator's statutory rights and duties under chapter 316, Fla. Stat.

4. **Cart Paths - Permitted Devices.** The following devices may be operated on Cart Paths, in addition to and not in lieu of any other applicable rule: golf carts; bicycles and Class 1, 2, and 3 electric bicycles; non-motorized push scooters; motorized scooters; EPAMDs; and micromobility devices. Mopeds, motorcycles, LSVs, mini trucks, ATVs, UTVs, motorized skateboards, hoverboards, and other off-road or motorized vehicles are PROHIBITED on Cart Paths.

5. **Designated Trails – Pedestrian Use Only.** Designated Trails are limited to pedestrian use (walking and running). No Wheeled Device of any type, including bicycles, electric bicycles, non-motorized push scooters, skateboards, roller skates, EPAMDs, motorized scooters, micromobility devices, golf carts, and hoverboards, may be operated on a Designated Trail. Authorized District maintenance vehicles are exempt. Mobility devices used by individuals with disabilities are addressed in the Reasonable Accommodation paragraph below.

6. **Off-Road and Off-Highway Vehicles Prohibited Throughout the District.** The following devices are PROHIBITED everywhere on District Property, including District Roads, Cart Paths, Designated Trails, Common Areas, and all amenity facilities: off-road motorcycles, dirt bikes, all-terrain vehicles (ATVs) as defined in § 316.2074, Fla. Stat., utility task vehicles (UTVs), mini-bikes, and similar off-highway recreational vehicles. This prohibition does not

apply to law enforcement, emergency services, or District-authorized maintenance vehicles operating in the scope of their duties.

7. **Hoverboards, One-Wheeled Electric Devices, and Other Self-Balancing Devices.** Hoverboards, electric unicycles, and other self-balancing or one-wheeled electric devices that are not Class 1, 2, or 3 electric bicycles and that are not EPAMDs are PROHIBITED on all Common Areas, Designated Trails, and Cart Paths. These devices may be transported across the District in a vehicle or carried by hand but may not be operated on District Property.

8. **Registration; Equipment; Speed; Operator Conduct.** The District may require registration of any Wheeled Device that the District in its discretion determines requires registration in the interest of safety, accountability, or facility access. All operators must: (a) operate the device in a careful and prudent manner and at a rate of speed reasonable for conditions; (b) obey all posted signs, lane markings, and traffic-control devices; (c) yield the right-of-way to pedestrians; (d) refrain from stunt riding, jumping, off-trail riding, and use of District Property as a course or training facility; and (e) refrain from operating the device in any manner that damages District landscaping, infrastructure, or improvements. Operators are personally liable for all damage they or their device cause to District Property.

9. **Reasonable Accommodation; Other Power-Driven Mobility Devices (OPDMDs).** Notwithstanding any other provision of these Use Policies, the District will make reasonable modifications to its Policies, practices, and procedures to permit individuals with mobility disabilities to use wheelchairs and other power-driven mobility devices ("OPDMDs") on District Property, in accordance with the Americans with Disabilities Act and 28 C.F.R. § 35.137. Requests for accommodation should be made to the District Manager.

10. **District Reservation of Rights.** Nothing in this section limits the District's authority under Chapter 190, Florida Statutes, as the owner of District Property, or any other applicable law, to impose additional or more restrictive operational, equipment, registration, route, or hour restrictions on any Wheeled Device, by Board resolution or by posting at the affected location. Violations of this section are subject to the District's Disciplinary Procedures in Addendum C.

COMMUNITY GARDEN POLICIES

This section sets out the policies (the "Garden Policies") that govern the Community Garden (the "Garden"). The District may lease each bed in the Garden and administers the Garden Policies. These Garden Policies have been provided to each person who leases a bed on a first-come, first-served basis in the Garden from the District (each, a "Gardener") pursuant to an agreement with the District (the "Gardener's Contract"). The District reserves the right to make future modifications to the Garden Policies, without advanced notice. The District will provide all Gardeners with a copy of the current Garden Policies. Gardeners are encouraged to promptly report any concerns about the safety of the Garden or any possible violations of the Garden Policies to the District.

1. **Hours:** The Garden will be open to Gardeners from dawn to dusk daily.
2. **Litter**: Each Gardener is responsible for disposal of trash. Do not place any trash in common areas, roadways, or in beds. The entire Garden, including all common areas and beds, are to be kept free of litter, including boxes, cans, buckets, baskets, and containers of any kind not in actual usage as part of gardening activity.
3. **Watering**: Hoses in use on the site belong to the District. Gardeners must remain in the Garden while watering with hoses and must prevent water from running off their bed(s) onto common areas or adjacent beds. All hoses must be turned off completely and stored

properly prior to the Gardener leaving the Garden. Gardeners may be held responsible for water waste or damage caused by improper hose usage.

4. **Clean Up**: Gardeners will perform a clean-up of their beds at the end of the term of their Gardener's License Agreement. Clean up includes removing all plants, roots, weeds and other debris from bed and leaving the bed in a smoothly raked condition.
5. **Compost**: Gardeners will place any organic waste, such as weeds, dead plants or rotten produce in the compost pile designated by the District.
6. **Pets**: Gardeners may not bring any pets or animals into the Garden, including for burial.
7. **Fires**: Gardeners may not start or maintain a campfire, burn weeds, use a grill, or cook in the Garden.
8. **Music**: Gardeners may not play music unless headphones are used. The District may play music for District sponsored events.
9. **Mulch**: Plastic mulches and rubber mulches are prohibited.
10. **Fertilizer/Pesticides**: The applications of organic or natural insecticides, pesticides, herbicides, weed killers, fungicides, or weed repellants are allowed in the Garden. Non-organic or non-natural chemical applications are prohibited. The District reserves the right to prohibit use of any chemicals deemed harmful in the Garden.
11. **Alcohol And Drugs:** No alcohol or illegal substances may be consumed on the entire site. Gardeners may not bring alcohol or illegal substances onto garden premises. Gardeners may not come into the garden while under the influence of alcohol or illegal substances. No illegal substances may be grown in the garden. Notwithstanding the foregoing, the District may allow alcohol consumption in the Garden during District-sponsored events.
12. **Suspension of Privileges:** Gardeners may lose their rights to participate in the Garden if they fail to comply with these Garden Policies. The District may also provide written notice to the Gardener of the Gardener's failure to comply with any of the Garden Policies (the "Violation Notice"). The Gardener will have five (5) business days from receipt of the Violation Notice to correct the violation. If the violation is not corrected to the District's satisfaction within five (5) days after the District delivers the Violation Notice, the District may, at its discretion, terminate the Gardener's right to participate in the Garden.

NANNY/AU PAIR/CAREGIVER POLICY:

1. Any Resident who has hired a Nanny/Au Pair/Caregiver to care for their children and would like the Nanny/Au Pair/Caregiver to utilize the District Facilities must first register their Nanny/Au Pair/Caregiver with the Resident Services Coordinator.
2. The Nanny/Au Pair/Caregiver must provide valid government-issued photo identification when entering District Facilities.
3. A Nanny/Au Pair/Caregiver may only access District Facilities when accompanied by the children in their care and/or the Resident who registered them.

GRANDPARENT POLICY:

A Grandparent designation may be requested by any Resident of the District. The Grandparent designation will allow legal grandchildren, up to the age of 18, to accompany the Resident to the District Facilities without the use of a guest pass. The Resident must accompany the grandchildren at all times.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and Guest, as a condition of use of the District Facilities, shall assume sole responsibility for their property.

The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the District Facilities, whether in lockers or elsewhere.

No person shall remove from the District Facilities premises any property or furniture belonging to the District or its contractors without proper authorization.

Patrons shall be liable for any property damage and/or personal injury at the District Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, his/her family member, or his/her Guests.

The District reserves the right to pursue any and all legal actions and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, Guest, or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the District Facilities' premises, District Facilities' premises, shall do so at his or her own risk, and shall indemnify, defend, and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents from and against any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents.

Any Patron or Guest shall have, owe, and perform the same obligation to the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.

Should any party bound by these District Facility Policies bring suit against the District, the Board, the District Manager, Amenity Management, or their respective employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter related to the use of District Facilities, and fail to obtain judgment therein against the District, the Board, the District Manager, Amenity Management, or their respective employees, representatives, contractors or agents, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit, including reasonable court costs and attorney's fees through all appellate proceedings.

INDEMNIFICATION

Each organization, group or individual reserving the use of the District Facilities agrees to indemnify and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the District's Facilities and District Property, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents shall not be liable for, and the Patron or Guest shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's Facilities and District Property.

SUSPENSION AND TERMINATION OF DISTRICT FACILITY PRIVILEGES

Please refer to **Addendum C** for information on suspension and termination of privileges.

NATURAL BUFFER AREAS POLICY STATEMENT

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the District. The policy statement is consistent with the policies of other governments including St. John's County, and the St. Johns River Water Management District ("SJRWMD") as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow nature to take its normal course. Vegetation that dies including but not limited to trees are left to fulfill its role in nature's process.

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the District and all required permits from all authorities having jurisdiction including St. John's County and SJRWMD. Such abutting property owner must initially contact the District for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by St. John's County and SJRWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

The District Facility Policies of the Trout Creek Community Development District were adopted by the Board on April 5, 2016 and last amended on April 23, 2026 and May 28, 2026. The District Facility Policies are subject to change. Questions or comments in connection with the District Facility Policies should be submitted to the District Manager, Trout Creek CDD, 250 International Pkwy, Ste. 208, Lake Mary, FL 32746.

ACKNOWLEDGEMENT

I hereby acknowledge receipt of the Trout Creek Community Development District Facility Policies and agree to abide by the terms and conditions contained therein and by such future terms and conditions as may be approved by the Trout Creek Community Development District's Board of Supervisors. I understand that I have the right to refuse consent for the use of my image, and I may opt out of photo/video consent by notifying the District in writing. I further consent to the District's use of any pictures (video or print) for promotional purposes in connection with any District event or activity. I understand that I have the right to revoke this consent at any time by providing written notice to the District Manager.

Print Name: _____

Address: _____

_____

Signature: _____

_____

Amenity and Guest Fees - Addendum A
(Adopted at the May 28, 2026 Public Hearing)

Non-Resident Annual User Fee	$3005 - $5,000 Per Household
Additional or Lost Patron Identification	$30 Per Card/Fob
Renter Privileges	$30 Per Card/Fob
E-Bike Safety Course	$0 - $25.00
Golf Cart Registration Fee	$0 - $50.00

Guest Privileges	Restrictions	Pass Privileges
Daily Guest Pass- • 12 guest passes can be purchased for a fee of $75 • A Daily Guest Pass can be purchased by Patrons for a fee of $15 per pass •	• Patron will need to sign in and accompany their Guests at the pool gate	• Use of pools, fitness, and tennis facilities. • Excludes Bird's Nest
Weekly Houseguest Pass • A Houseguest is defined as a guest who resides more than 40 miles outside the District boundaries and is a short-term overnight visitor; • A Houseguest may purchase a pass for weekly admission to the District Facilities for a fee of $50 per person. • This pass is valid for seven (7) calendar days starting with the day of purchase.	• Houseguests do not need to be accompanied by a Patron; • Each Houseguest is limited to two (2) or more Houseguest Passes per year based on availability.	• Includes use of pools, fitness and tennis facilities;

Rental Fees - Addendum B

(Adopted at the May 28, 2026 Public Hearing)

Facility	Deposit	Patron Rate	Other
Kayak Club Room Monday - Thursday	$205 $505 if alcohol is served – Additional proof of insurance required	$85 per hour Min. 2 hr. rental Max 4 hrs	• Patrons may make reservations up to six months in advance • This rental does not allow Guests to utilize the pool, Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 75 persons
Kayak Club Room Friday, Saturday and Sunday Saturday and Sunday	$205 $505 if alcohol is served – Additional proof of general liability insurance with minimum coverage of $1,000,000 per occurrence naming the District as an additional insured is required when alcohol is served. insurance required.	$125 per hour Min. 2 hr. rental Max. 4 hrs	• Patrons may make reservations up to six months in advance • This rental does not allow Guests to utilize the pool, Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 75 persons
Shearwater Pavilion	$205	$75 per hour Min. 2 hr. rental Max 4 hrs	• Patrons may make reservations up to six months in advance • Up to 15 Guests allowed entry to the pool when approved in writing by the Resident Services Coordinator in his or her sole discretion • This rental does not allow Guests to utilize the Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 20 persons

Kayak Outpost	$205	$100 per hour Min. 2 hr rental Max 4 hrs	• Patrons may make reservations up to six months in advance • Not available on designated holiday weekends • Maximum Occupancy: 129 persons
Conference Room	$205	$50 per hour Min. 2 hr. rental Max 8 hours	• Can only be reserved three months in advance, unless reserved with in conjunction with the Kayak Club Room • Not available on designated holiday weekends • Maximum Occupancy: 10
Community Garden Bed Rental		$50 per bed	• Garden beds may be rented on an annual basis (if available)
Golf Cart Registration Fee		$0-$50 per golf cart	
E-bike/ Micromobility Safety Course		$0-$25 per unit per year.	
Promotional Rates			• To best serve its Residents, the District may, in accordance with its rules, at times offer short-term promotion rates and services associated with the use of the District Facilities.

Rental Fees - Addendum B

1. Rental Guidelines
    a. After-Hour rentals may incur an additional charge for staffing, the amount of which shall be determined by the District and communicated to the Patron at the time of reservation.
    b. Reservations for rentals can be made up to six (6) months in advance.
    c. Reservations for rentals must be made and paid for by Patrons within the District. The deposit is due at the time of reserving space.
    d. The designated rental time period is inclusive of set up and clean-up time.
    e. The volume of live or recorded music must not violate applicable St. Johns County noise ordinances or unreasonably interfere with residents' enjoyment of their homes, as determined by District staff in their sole discretion.
    f. Proof of liability insurance acceptable to the Amenity Staff.
    g. The District retains the right to reserve and use any District facility for District-related or District-sponsored meetings, events, or activities at any time.
    h. The rental fee is due thirty (30) days prior to the event, unless the event is booked within a shorter time period, in which case the fee would be due at the time of booking.

2. Holiday Rentals are not available on the following:
    a. Designated Holidays:
        i. Christmas Eve
        ii. Christmas Day
        iii. Thanksgiving
        iv. Independence Day
        v. Memorial Day
        vi. Labor Day
        vii. Easter
        viii. New Year's Eve
        ix. New Year's Day
        x. Specific Federal Holiday weekends based on availability

3. Reoccurring Rentals
    a. Each Patron may rent the Kayak Club Room facilities a maximum of six (6) times per calendar year, but only four (4) times per calendar year on weekends (Friday through Sunday).

4. Deposits & Damages
    a. To receive a refund of the security deposit within thirty (30) days after the rental event, the Patron must properly complete all items on the Kayak Club Room Cleanup Sheet and return all keys and access cards to District Management.
    b. Patron is responsible for the actual cost of all damage to District Property, even if it exceeds the amount of the security deposit. The District may pursue collection of such damages through all available legal remedies, including but not limited to suspension of District Facility privileges until payment is received in full.
    c. Additional costs will be billed to the Patron’s address on file and must be paid within thirty (30) days of the invoice date. Failure to pay within this period will result in (i) suspension of all District Facility privileges until payment is received in full, (ii) assessment of interest at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or the maximum rate permitted by Florida law, whichever is

less, and (iii) the District's right to pursue all available legal remedies for collection, including recovery of reasonable attorneys' fees and costs.

5. Cancellations

a. If the Patron wishes to cancel their rental event, the cancellation must be communicated to the District in writing no later than thirty (30) days prior to the scheduled event date. Written cancellation must be delivered to the District Management office during normal business hours or sent via certified mail, return receipt requested.

b. If the event is cancelled less than thirty (30) days from the rental event, the Patron shall forfeit one hundred percent (100%) of the security deposit.

Suspension and Termination of District Facility Privileges - Addendum C

DISCIPLINARY PROCEDURES

1. Grounds for Suspension or Termination

Privileges at the District Facilities shall be subject to suspension or termination if a Patron or Guest:

a. Submits false information on the application for a Patron Identification or Guest registration form;
b. Permits unauthorized use of a Patron Identification or Guest Passes, or fails to supervise Guests. Patrons are responsible for the conduct of their Guests and family members, and violations committed by a Patron's Guest or family member may be attributed to the sponsoring Patron for purposes of progressive discipline under this policy;
c. Exhibits unsatisfactory behavior, including but not limited to conduct that disrupts other Patrons' use and enjoyment of the facilities, violates health and safety standards, or creates a nuisance, as reasonably determined by the District and/or Amenity Management and as described herein;
d. Fails to abide by the Rules and Policies established for the use of District Facilities;
e. Treats the personnel or employees of the District and/or Amenity Management in an unreasonable or abusive manner, including but not limited to use of profanity directed at staff or other Patrons in a threatening or harassing manner, verbal assault, physical assault, or the threat of verbal or physical assault; or
f. Engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the District and/or Amenity Management.

2. Progressive Discipline

This Section governs lower-level policy violations that do not independently trigger an immediate suspension under Section 3. Conduct that meets any of the criteria in Section 3 is handled exclusively under that Section and does not begin with a written warning. For all other violations, the following three-step sequence applies to all Patrons and Guests, adults and minors alike.

For minors, all written notices shall also be delivered to the minor's parent or legal guardian at the address on file. Parents and legal guardians are responsible for the conduct of their minor children at all times.

District and/or Amenity Management may at any time restrict or suspend any Patron's or Guest's privileges when necessary to protect the health, safety, and welfare of other Patrons and their Guests, to prevent unauthorized use of the District's Facilities, or to protect the District's Facilities from damage. Any such restriction or suspension must be documented in writing and notice provided to the affected Patron either in person, by email to the address on file, or by certified mail to the address on file.

The following progressive discipline process applies to all Patrons and Guests, including both adults (18 years of age or older) and minors (under 18 years of age).

Parents and legal guardians are responsible for the conduct of their minor children at all times and may be held accountable under this policy for violations committed by a minor in their charge. Conduct listed in Section 3 bypasses this three-step sequence and is addressed directly under that section; however, once served, an immediate suspension under Section 3 counts as one offense in this progressive sequence. If a first-offense written notice is already on file, the completed immediate suspension is recorded as a second offense, and any subsequent violation, whether under this Section or Section 3, will proceed at the next step in the sequence.

a. *First Offense*: Written notice and explanation of the violation delivered to Patron (in person, by email, or by certified mail) and a copy filed in the Community Director's office at the Kayak Club. For minors, written notice shall also be delivered to the minor's parent or legal guardian. The Patron, or, for a minor, the parent or legal guardian, will have five (5) business days from receipt to provide a written response explaining any mitigating circumstances.
b. *Second Offense*: Automatic suspension of all District Facilities privileges for thirty (30) days. Written notice delivered and filed as described above. For minors, the Community Director or District Manager may additionally require a meeting with the parent or legal guardian prior to the minor's return to District Facilities.
c. *Third Offense*: Immediate suspension of all District Facilities privileges until the next Board of Supervisors meeting. Written notice delivered and filed as above. At the Board meeting, the record of all previous offenses will be presented for consideration of termination of Patron's privileges for up to one (1) calendar year (or shorter period at the Board's discretion). Written notice of the Board's decision will be delivered to Patron and/or parent or legal guardian thereafter.

3. Immediate Suspension & Removal

This Section operates independently of the progressive discipline process in Section 2. No prior offense history, written warning, or notice is required. Any Patron or Guest who engages in the conduct described below is subject to immediate removal from District Facilities and suspension of no less than seven (7) days, regardless of whether they have any prior offenses on file. The Board Chair, District Manager, and Community Director each have independent authority to impose an immediate suspension under this Section.

Conduct triggering immediate suspension includes, but is not limited to:

a. Physical assault, battery, or fighting; threatening or menacing conduct toward any person on District Property; verbal assault or the direct threat of physical harm directed at District Staff, another Patron, or any Guest;
b. Use of profanity, slurs, or harassing language directed at District Staff, another Patron, or any Guest in an aggressive or threatening manner;
c. Harm or threat of harm to District Facilities, equipment, or property, including but not limited to destruction or vandalism;
d. Willful and repeated refusal to comply with a lawful, direct instruction from the Board Chair, District Manager, Community Director, or Amenity Management staff, after having been given a clear opportunity to comply; or

e. Entering or using District Facilities while visibly intoxicated or under the influence of illegal substances, or possessing alcohol outside of areas designated for alcohol consumption.

If the Board Chair, District Manager, or Community Director determines a suspension exceeding thirty (30) days is warranted, the Patron shall be provided notice and an opportunity to be heard before the Board prior to any such suspension becoming effective. An immediate suspension under this Section bypasses the first-offense written notice step in Section 2 and counts directly as one offense in the progressive discipline sequence. Upon completion of the suspension, the Patron's offense record is updated accordingly

An incident report will be generated and filed in the Community Director's Office at the Kayak Club. Should a Patron continue to engage in inappropriate behavior following issuance of an immediate suspension, that Patron shall forfeit all District Facility privileges until the next Board of Supervisors meeting. District and/or Amenity Management may additionally recommend termination of privileges for a period of six (6) months or more.

The Board of Supervisors retains ultimate authority over all suspension and termination decisions and may modify, reduce, or extend any suspension imposed by District Management or the Community Director.

Notwithstanding the foregoing, if a Patron is arrested for an act committed or allegedly committed while on District Property, that Patron shall have all District Facilities privileges immediately suspended pending a hearing before the Board at its next regularly scheduled meeting. The Patron shall receive written notice of the suspension, the right to appear and be heard before the Board, and the right to be represented by counsel. If criminal charges are dismissed or the Patron is acquitted, the Patron may petition the Board for immediate reinstatement of privileges. If the Patron is convicted, the Board may impose suspension for a period it deems appropriate based on the severity of the offense. For felony convictions or convictions for violent crimes, crimes against children, sexual offenses, or other crimes the Board determines pose a serious threat to safety and welfare, the Board may impose permanent suspension or suspensions exceeding one calendar year; any such decision must be supported by written findings of fact and conclusions of law. Written notice of the Board's decision will be provided to the Patron.

Utilizing the District Facilities during a suspension period, whether as a Guest or Patron, constitutes trespassing and may result in a citation issued by the St. John's County Sheriff's Office and/or additional disciplinary action. Attempts to gain access using false, forged, or another person's Patron Identification will result in suspension of that cardholder's privileges for fifteen (15) days and may result in referral to law enforcement for potential criminal charges.

4. Identification of Offenders

The following rules govern the identification of the responsible party for purposes of applying discipline under Sections 2 and 3:

a. *Identified Offenders:* If the individual who committed the offense is positively identified, discipline shall be applied solely to that individual in accordance with the applicable section.
b. *Unidentified Offenders within a Household:* If District and/or Amenity Management can confirm that an offense was committed by someone residing in or visiting a specific household but cannot identify the specific individual, the District Facility privileges of the entire household will be suspended until the next Board of Supervisors meeting. The suspension will remain in effect unless and until the household identifies the specific offending individual to Management, at which time the suspension will be lifted from the household and transferred solely to that individual, who will then be subject to the applicable discipline under Section 2 or Section 3.

5. Suspension Effective Date

The effective date of suspension is the date of written notice. All calendar days (including weekdays and weekends) count toward the total suspension period. Upon expiration, privileges shall be automatically reinstated unless, prior to expiration, the District provides written notice of additional grounds for continued suspension. For suspensions or terminations of one (1) year or longer, the Patron must submit a written request for reinstatement to the District Manager at least thirty (30) days prior to expiration. The Board may, in its discretion, require the Patron to appear and demonstrate rehabilitation and willingness to comply with all District Policies as a condition of reinstatement.

6. Appeal Process

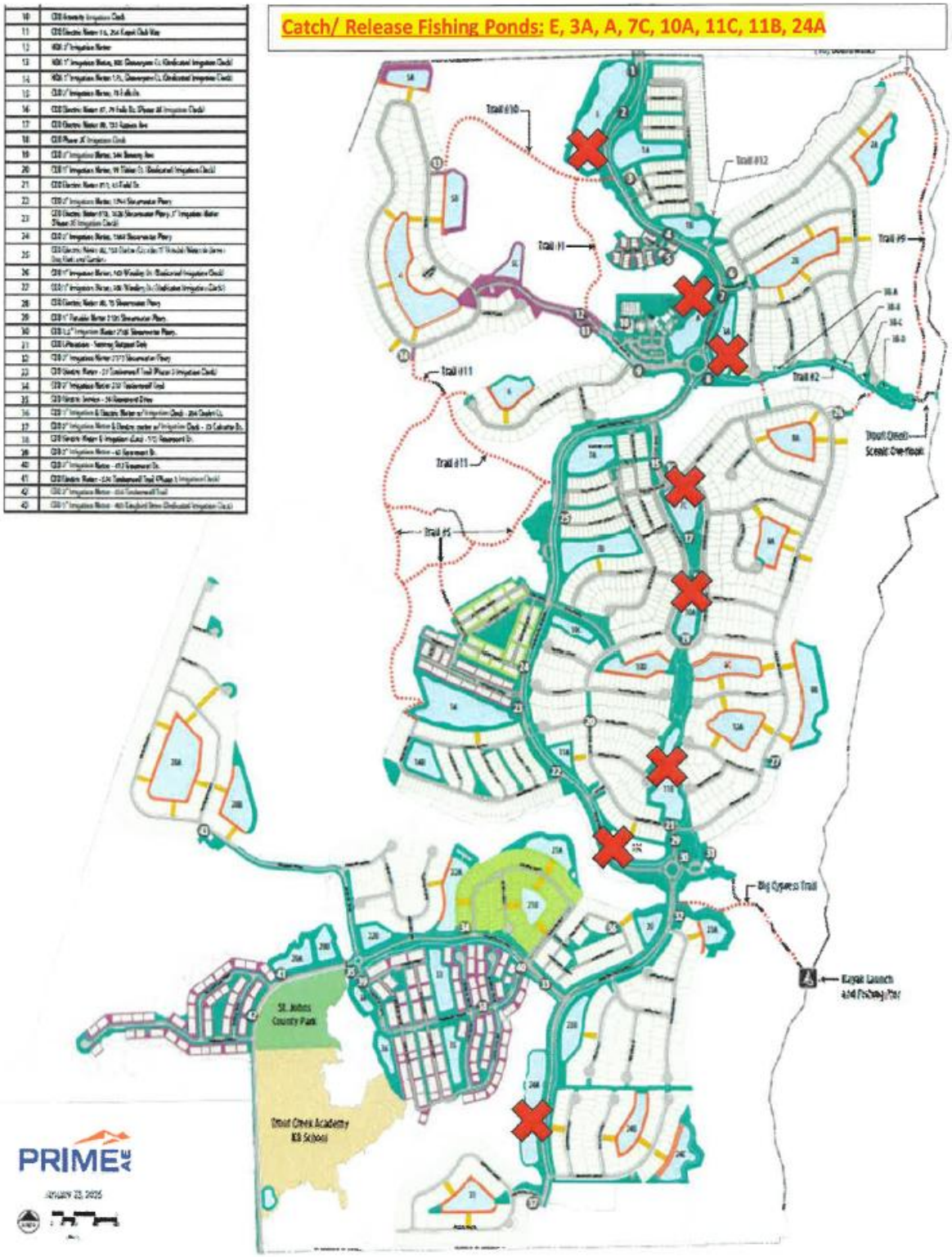
Any Patron has the right to appeal a suspension or termination to the Board of Supervisors. The party subject to suspension or termination may file a written notice of appeal with the District Manager within five (5) business days from receipt of the written notice. A timely appeal shall stay any suspension of seven (7) days or less pending the Board's decision. Appeals of suspensions exceeding seven (7) days or terminations shall not be stayed pending appeal unless the Board Chair or District Manager determines a stay is appropriate. The appeal shall be heard at the next regularly scheduled Board meeting occurring at least fourteen (14) days after receipt of the notice of appeal.

The appellant, and parental guardian if the appellant is a minor, must be physically present or represented by counsel at the appeal hearing. The District shall provide the appellant with at least ten (10) days' advance written notice of the date, time, and location.

Upon Board action on an appeal, the Board's decision shall be final and no subsequent appeal will be heard for the same offense. Nothing herein shall limit any party's right to seek judicial review in a court of competent jurisdiction as provided by Florida law.

Addendum D - Fishing Ponds

Fishing is only permitted in the following specifically designated ponds located within the Trout Creek Community Development District: Pond E, Pond 3A, Pond A, Pond 7C, Pond 10A, Pond 11C, Pond 11B, Pond 24A, Pond 29A, and Pond 29B. Fishing in all other ponds within the District is strictly prohibited.



Addendum E – Golf Cart Registration

INDEMNIFICATION, HOLD HARMLESS, AND CERTIFICATIONS

By submitting this Registration and Use Agreement, I, _____ ("**Cart Owner**"), hereby certify that the above information is true and correct and agree to assume full responsibility for the operation of my personal golf cart (the "**Cart**") within the Trout Creek Community Development District (the "**District**"). I further agree to accept full responsibility for (1) the operation of the Cart and for (2) liability that may arise from ownership and operation by both myself and others that I have authorized to operate the Cart, as well as my passengers, within the District's boundaries.

I further agree to the following:

1. The Cart shall be used on the District Property solely by those persons included in this Registration Form.

2. The Cart must be approved each year by the District as complying with appearance and other standards that may be set from time to time by the District and in accordance with the Use Policies, as applicable. Said inspection is in no way for the safety or reliability of the Cart.

3. All drivers of the Cart must comply with the operator-credential requirements of § 316.212(7), Florida Statutes: operators under 18 must possess a valid learner's driver license or valid driver license, and operators 18 or older must possess a valid government-issued photographic identification. All drivers must also provide proof of completion of a District-approved safety training course relating to operation of the Cart.

4. Cart Owner acknowledges they have reviewed the *Trout Creek Community Development District Rules, Policies & Rates for Usage for All District Facilities* ("Use Policies"). Cart Owner agrees that the Cart shall be operated in a safe and prudent manner and in accordance with all government regulations, including but not limited to Ordinance 2018-42, and in accordance with the Use Policies.

5. The Cart Owner and any such other person shall use the Cart at his or her own risk, and shall reimburse the District for all damages the District may sustain by reason of the Cart's condition, maintenance, or use, including, without limitation, damage to other golf carts and any property of the District.

6. The Cart Owner agrees to hold the District, FCS Management Group/Vesta District Services and all related and affiliated companies of each, and the officers, directors, supervisors, employees, agents, representatives, successors and assigns of each of the foregoing entities (together, the "Indemnitees") harmless from any and all liabilities, damages, claims, losses, costs, or harm of any kind arising out of or in connection with the operation of my golf cart vehicle by myself or anyone else who is operating my golf cart. The Cart Owner acknowledges that golf carts are dangerous and pose a risk of injury or death and agree that they have assumed the risk of operating the Cart within the boundaries of the District.

7. This Agreement shall remain valid if the Cart Owner remains a resident of the Trout Creek Community Development District and is in good standing with the District.

8. Maintenance of the Cart is the responsibility of the Cart Owner.

9. The District's Use Policies are hereby made a part of this Agreement. Violations of the District's Use Policies, or rules and regulations may result in the revocation of private golf cart privileges, amenity usage privileges and/or a suspension or termination pursuant to the District's rules and policies.

10. The waiver by the District of any breach of a term or provision of this Agreement, or of the District's Use Policies shall not be construed as a waiver of any continuing or succeeding breach of such term or provision, a waiver of the provision itself, or a waiver of the right, power or remedy under this Agreement or the District Use Policies.

11. Nothing herein shall be considered a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute.

This Agreement applies solely to golf carts as defined under Florida Statute § 320.01(22): a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour. Golf carts operated in accordance with § 316.212 are exempt from chapter 320 registration and license plate requirements pursuant to § 320.105, and they are not titled under chapter 319 because § 319.20 limits the chapter 319 title regime to vehicles required to be registered and licensed. Low-Speed Vehicles as defined under § 320.01(41) are a distinct vehicle classification subject to independent registration, titling, and PIP/PDL insurance requirements pursuant to § 316.2122 and § 320.02; they are not golf carts and are not covered by this Agreement. Mopeds as defined under § 320.01(27) are subject to independent registration and license plate requirements under §§ 320.08 and 320.0803 and are not covered by this Agreement. Low-Speed Vehicles and Mopeds are not permitted on District Property (except District Roads).

[Registration form continues on following page]

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
GOLF CART REGISTRATION AND USE AGREEMENT

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, some of the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose certain parts of the information you submit to us.

Mr.☐ Mrs.☐ Ms.☐ Dr.☐

Name_____

Home Address_____

City, State, Zip_____

Home Phone _____

Email Address _____

Driver's License / Permit # _____State Issued _____

HOUSEHOLD MEMBER INFORMATION

Mr.☐ Mrs.☐ Ms.☐ Dr.☐

Name _____

Driver's License / Permit # _____State Issued _____

Email Address _____Phone_____

CART INFORMATION

Year _____Make _____ Color _____

Decal # _____Electric ___

CART INFORMATION

Year_____ Make _____ Color _____

Decal # _____Electric_____

_____ _____ _____

Applicant's Signature Printed Name Date

Public Records Exemption

Is any of the personal information that you have provided on this form, including, but not limited to, identity, address, and telephone number, exempt from disclosure under Florida law?

□ YES □ NO

If you checked "YES," please explain which exemption you qualify for:

_____
_____
_____
_____
_____

If you checked "YES," please provide a written and notarized request for maintenance of such exemption to District staff at the following address:

Trout Creek Community Development District
c/o FCS Management Group
250 International Parkway, Suite 208
Lake Mary, FL 32746
Attn: District Manager

I have read and understand the above. I agree to the terms and conditions as stated and acknowledge receipt of the decals from District Staff.

Date: _____ Signature: _____

Print Name: _____

Witness: _____

Print Name: _____

Please fill out the Golf Cart Use Agreement and bring it along with your proof of completion of the safety operation course to the Amenity Staff Office located at 100 Kayak Way, St. Augustine, FL 32092. Each Golf Cart will have a decal placed on the back of it, and the decals shall be placed by District personnel.

TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT

RULES, POLICIES & RATES FOR USAGE FOR ALL DISTRICT FACILITIES

ADOPTED APRIL 5, 2016

AMENDED
February 4, 2020
February 9, 2022
January 18, 2023
November 19, 2024
September 17, 2025
[April 23, 2026/May 28[,] 2026

Trout Creek CDD
100 Kayak Way,
St. Augustine, FL 32092

TABLE OF CONTENTS

Definitions 3
Annual Fee Structure 4
District Facility Access 4
Tenant Privileges 4
Non-Discrimination Policy 5
General District Facility Provisions 5
General District Facilities Usage Policy 7
Free-Range Bird's Nest For Children 7
Swimming Pools, Tower Slide, and Lazy River~~, and Water Walking~~ Policies 8
Fitness Lodge Policies 12
Group Fitness Room 13
Tennis Facility Policies 13
Trout Creek CDD Rules ~~13~~ Governing E-Bike Use on District Property 14
Rental of Designated District Facilities 14
Rental of Outpost Policies 15
Shearwater Landing and Kayak Launch Policies 15
Barbeque Grill ~~Polices 15~~Policies 16
Pond Policies 16
Fishing Policies 16
~~Park~~Parks, Event Lawn, and Playground Policies 17
Dog Park Policies 17
Trail Policies 18
~~Golf Cart Usage 18~~
Wheeled Devices and Motorized Vehicles 19
Community Garden ~~18~~ Policies 21
Nanny / Au Pair / Caregiver Policy ~~19~~22
Grandparent Policy ~~19~~22
Loss or Destruction ~~19~~ of Property or Instances of Personal Injury 22
Indemnification 23
~~20~~
Suspension and Termination ~~21~~ of District Facility Privileges 23
Natural Buffer Areas ~~21~~ Policy Statement 24
Acknowledgement 25
Disciplinary Procedures 31
Fishing Ponds 35
Golf Cart Registration 36

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DEFINITIONS

"Additional Users" – Shall mean any persons who can demonstrate permanent residence in the same dwelling unit through documentation acceptable to the District including, but not limited to, government-issued identification, closing statements, or lease agreements showing the dwelling unit address.

"Amenity Management" – Shall mean any and all employees or representatives who may work for the Homeowners Association, Management Company, or District and are charged with the operation of the District's Facilities.

"Annual User Fee" – Shall mean the fee established by the District for any person that is not a Resident or Tenant and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth in *Addendum* A, and that amount is subject to change based on Board action.

"Board of Supervisors" or "Board" – Shall mean the Trout Creek Community Development District's Board of Supervisors.

"Commercial Purposes" – Shall mean those activities which involve, in any way, the provision of goods or services for compensation.

"Community Director" – Shall mean onsite supervisor of the Amenity Management.

"Corporate Owners of Residential Property" or "Non-Resident Owner" – Shall mean a person or entity that owns a residential lot or residence within the District, as evidenced by a recorded deed or other documentation acceptable to the District, and is entitled to access and use of the District Facilities as described herein.

"Corporate Owners of Undeveloped Property" – Shall mean a person or entity that owns undeveloped property within the District and is entitled to access and use of the District Facilities as described herein.

"District" – Shall mean the Trout Creek Community Development District.

"District Facilities" – Shall refer to the District Facilities including the Kayak Club, pools, Dog Park, parks, playgrounds, Fitness Lodge, tennis courts, play fields, kayak launching area, pavilions, boardwalks, ~~trails~~Designated Trails, and any other facilities which are owned by the District.

"District Facility Policies" or "Policies" – Shall mean all District Facility Policies of the District, as amended from time to time. Such policies may be enforced by Amenity Management, the District Manager, the Board of Supervisors, and designated representatives thereof.

"District Manager" – Shall mean the District's management company, including its employees and agents, contracted by the District to manage the operations of the District.

"District Property" – Shall mean lands owned by the District.

"Guest" – Shall mean any person that accompanies a Patron in utilizing the District Facilities and is authorized by the Patron to access such facilities under the Patron's ~~guest privileges~~Guest Privileges.

"Guest Privileges" – Privileges included with Patron account authorizing individual guest entries with no more than four (4) used at one time. All Guests must be accompanied by the sponsoring Patron during use of District Facilities, unless a weekly or summer Guest Pass is purchased as set forth in Addendum A.

"Non-Resident User" – Shall mean an individual who is not a Resident or Tenant, whose primary dwelling is not located in the District, but has access to the District Facilities due to payment of the Annual User Fee.

"Patron" – Shall mean Residents, Tenants, Non-Resident Users, and Corporate Owners of Residential Property or Undeveloped Property.

"Patron Identification" – Shall mean an electronic identification card, fob, or other form of identification issued by the District to a Resident, Tenant, Non-Resident Owner, and/or Non-Resident User. Patron Identifications are non-transferable and remain the property of the District.

"Resident" – Shall mean an individual whose primary residence is located within a dwelling within the District and may include a person/entity on the deed of record for a dwelling within the District.

"Tenant" – Shall mean an individual with a valid written lease agreement of at least one (1) year duration for a dwelling being used as a primary residence within the Trout Creek Community Development District.

ANNUAL USER FEE STRUCTURE

The Annual User Fee may be reviewed each year in conjunction with the adoption of the annual fiscal year budget for the District. Payment of the Annual User Fee provides access to all District Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of completion of the Non-Resident User application. The Annual User Fee is non-refundable.

DISTRICT FACILITY ACCESS

Two (2) Patron Identifications will be issued per place of residence within the District. The purchase of additional lost, or stolen Patron Identifications are outlined in Addendum A.

All Patrons will be required to provide proof of District residence or an executed Non-Resident User Application and execute a District Facilities Registration Form, including a liability waiver and release in a form approved by the District, prior to receiving their Patron Identification. The District Facilities Registration Form will identify persons authorized to use Patron Identifications. Such persons may include the Patron's children and grandchildren who do not reside within the District and who are under 18 years old, provided such children and grandchildren are accompanied by the Patron or another authorized adult listed on the Registration Form when using District Facilities to the extent required by the ~~policies~~Policies set forth herein.

A maximum of two (2) additional Patron Identifications can be purchased for Additional Users.

TENANT PRIVILEGES

1. Residents who lease their residential unit(s) in the District for a term of at least one (1) year shall have the right to assign their usage rights to a designated Tenant for the

duration of the lease term. During any period when usage rights are assigned to a Tenant, the Resident shall not have access to District Facilities.

2. In order for the Tenant to be entitled to use the District Facilities, the Tenant must register for a Patron Identification, provide a copy of the executed lease agreement, execute a liability waiver and release in a form approved by the District, and have written authorization provided by the Resident with a timeline to match the lease terms.
3. The Tenant shall provide a copy of the fully executed lease agreement showing a term of at least one (1) year and proof of residency at the leased property (such as a utility bill, driver's license, or other government-issued identification showing the District address) to acquire the Patron Identification.
4. A Tenant, who acquires a Patron Identification, shall be entitled to the same rights and privileges to use the District Facilities.
5. A fee for the issuance of a Patron Identification will apply. Please refer to Addendum A.

NON-DISCRIMINATION POLICY: The District is committed to compliance with all applicable fair housing laws, including the Fair Housing Act, and does not discriminate on the basis of race, color, religion, sex, disability, familial status, national origin, age, or any other protected class under applicable federal, state, or local law in the provision of services or access to District Facilities. All Patrons and Guests shall have equal access to District Facilities and amenities in accordance with these ~~policies~~Policies and applicable law.

GENERAL DISTRICT FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or remove, in part or in their entirety, these District Facility Policies when determined necessary in its sole discretion.
2. All Patrons must have their assigned Patron Identification upon utilizing District Facilities. All Patrons must present their Patron Identification upon request from Amenity Management or other authorized District representatives.
3. For health and safety reasons, children must be supervised by a responsible person age 18 or older as follows, based on the nature of the facility and applicable safety requirements:
    a. Age 12 – Tennis Courts
    b. Age 8 – Playground, Event Lawn
    c. Age 13 – Swimming Pools
    d. Age 14* – Fitness Lodge (Patrons between the ages of 14-15 must undergo a fitness orientation to learn how to use the equipment and provide a liability release. These age restrictions are based on equipment manufacturer safety guidelines and insurance requirements.)
    e. Age 14 – Group Fitness Room
4. All hours of operation for the District Facilities, including holiday schedule, will be established and published by the District.
5. All pets are prohibited from entrance into the District Facilities, including but not limited to pools, except for service animals as required by the Americans with Disabilities Act and other applicable law.
6. Service Animals and Assistance Animals: Service animals that are individually trained to do work or perform tasks for a person with a disability are permitted in all areas of the District Facilities where the public is allowed, except where the animal's presence would fundamentally alter the nature of the service or create a direct threat to health or safety. Service animals must be harnessed, leashed, or tethered unless such devices interfere with the service animal's work or the individual's disability prevents use of such devices. Assistance animals (including emotional support animals) may be permitted in outdoor areas of District Facilities and common areas as a reasonable accommodation for persons with

disabilities in accordance with the Fair Housing Act. Persons requesting accommodation for an assistance animal should submit a request to the District Manager or Community Director in accordance with the District's reasonable accommodation procedures. All animals permitted under this policy must be under the control of their handler at all times. Patrons and handlers are responsible for any damage caused by animals and for immediately cleaning up after all animals.

7. All vehicles must be parked in designated parking areas only. Vehicles shall not be parked on grass, lawns, sidewalks, or in any manner that blocks the normal flow of traffic or emergency access.
8. Fireworks of any kind are not permitted anywhere on the District Facilities or adjacent areas, unless for a District approved event.
9. Only Amenity Management is allowed in the service areas of the District Facilities.
10. Smoking, including but not limited to vaping, cigarettes, and e-cigarettes, is not permitted anywhere in the District Facilities.
11. Guests must be accompanied by a Patron, while using the District Facilities, if they do not have a Summer Guest Pass or Weekly Pass.
12. All lost or stolen Patron Identifications should be reported immediately to Amenity Management.
13. A fee will be charged to the Patron for the replacement of any lost or stolen Patron Identification.
14. Violation of the District Facility Policies may result in the suspension or termination of usage privileges for District Facilities in accordance with the procedures set forth herein. The District shall provide written notice of any alleged violation and an opportunity to be heard before the Board of Supervisors prior to any suspension exceeding thirty (30) days or permanent termination of privileges.
15. Patrons and their Guests shall treat Amenity Management with courtesy and respect.
~~16. The use of off-road motorcycles, all-terrain vehicles, mini-bikes, e-bikes or other similar recreational off-road vehicles shall not be permitted within Shearwater unless such use complies with local, state and federal laws, rules, and regulations. Except for authorized maintenance vehicles, motorized vehicles are not allowed on any trail or sidewalk within Shearwater, other than golf carts on designated golf cart paths/trails.~~
~~17.~~16. In accordance with Florida law, firearms and other weapons are prohibited in District Facilities where such restrictions are legally authorized, including but not limited to meetings and workshops of the Board of Supervisors. Firearms or any other weapons are not permitted in any of the District Facilities unless otherwise permitted by law.
~~18.~~17. The District reserves the right to provide programming, in its sole discretion. District has the authority to reserve certain areas for programming that are not able to be reserved by Patrons.
~~19.~~18. Trespassing is prohibited on all designated wetland conservation and/or mitigation areas located on District ~~property~~Property. All trespassers may be reported to the local authorities and may be subject to prosecution under Florida law.
~~20.~~19. Loitering is not permitted at any District Facilities.
~~21.~~20. All Patrons shall abide by and comply with all applicable federal, State of Florida, and local laws and ordinances, as well as District Facility Policies, while present at or utilizing the District Facilities and shall ensure that any minor for whom they are responsible also complies with the same. Patrons acknowledge and agree that they are responsible for the conduct of their ~~guests~~Guests and minors under their supervision.
~~22.~~21. The use of profanity, abusive language, or disruptive behavior will not be tolerated and may result in immediate removal from District Facilities and/or suspension of privileges.

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~~23.~~22. The District, through its Amenity Management, shall have the authority to close any portion or all of the District Facilities for any necessary health or safety precautions, including but not limited to compliance with Florida Department of Health regulations under Chapter 64E-9, Florida Administrative Code. Examples include, but are not limited to, thunderstorms, fecal accidents, maintenance, and other emergency situations.

~~24.~~23. Non-District approved signage shall be restricted on District Property (e.g. Garage Sale, Open House, etc.).

~~25.~~24. Private barbeque grills of any kind are not permitted on District Property.

~~26.~~25. The Board of Supervisors, the District Manager, the Community Director, and Amenity Management shall have full authority to enforce these policies in accordance with Chapter 190, Florida Statutes, and the District's Rules of Procedure.

GENERAL DISTRICT FACILITIES USAGE POLICY

All Patrons and Guests using the District Facilities are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all District Facility Policies governing the District Facilities.

Violation of the District Facility Policies and/or misuse or destruction of the District Facilities equipment may result in the suspension or termination of District Facilities privileges with respect to the offending Patron or Guest, subject to any applicable notice and hearing rights under Chapter 190, Florida Statutes, and the District's Rules of Procedure. The District reserves the right to pursue all available legal remedies, including but not limited to restitution, damages, injunctive relief, and costs of enforcement (including reasonable attorneys' fees), for destruction of or damage to District Facilities ~~property~~, District Property or equipment.

***Hours**:* The District Facilities are available for use by Patrons and Guests during normal operating hours to be established and posted by the District.

***Emergencies**:* In the event of any emergency, Patrons should immediately contact 911 if emergency services are required. All emergencies and injuries occurring at District Facilities must also be reported to the office of the District Manager at ~~(904) 436-6270~~321-263-0132 as soon as practicable.

Political and Campaign Activities: Political campaigning, electioneering, distribution of campaign literature, solicitation of votes, and other political or campaign activities are prohibited within the District Facilities, except (i) for events officially hosted by the District, or (ii) in connection with a room or facility reservation made through the standard reservation process, provided that the Patron prominently includes in any promotional or invitational materials, and posts in a conspicuous location at the event, a written disclaimer in substantially the following form: "This event is not hosted, sponsored, or endorsed by the Trout Creek Community Development District." The District reserves the right to deny or revoke any reservation that fails to comply with this provision.

Persons using the District Facilities do so at their own risk. The District Community Director, and Amenity Management are not present to provide personal training, exercise consultation, or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the District Facilities are encouraged to consult with a physician prior to commencing a fitness program. By using the District Facilities, Patrons and Guests acknowledge and assume all risks associated with such use.

FREE-RANGE BIRD'S NEST FOR CHILDREN

Free-Range Bird's Nest ("Bird's Nest") provides an **unsupervised** play area for children that may be utilized while Patron parents and/or guardians are utilizing the Fitness Lodge. As the Bird's Nest will not be staffed or subject to active supervision by Amenity Management, please use extreme discretion in allowing children to play there. The following conditions of use apply:

1. Children in the Bird's Nest remain solely the Patron's responsibility at all times. The District, its Board of Supervisors, officers, employees, agents, contractors, and Amenity Management (collectively, "District Parties") shall not be liable for and are not responsible for any injuries, accidents, losses, or damages sustained in the Bird's Nest. By allowing their children to use the Bird's Nest, Patrons acknowledge and assume all risks associated with such use.
2. No child shall remain in the Bird's Nest for longer than 1 hour.
3. The age range for children using the Bird's Nest is between five (5) and eleven (11) years of age. Parents and legal guardians must use their best judgment to determine if their child is mature enough to be in the Bird's Nest unattended and assume full responsibility for such determination.
4. The Bird's Nest is only available during Fitness Lodge hours, and Patrons may not leave the Fitness Lodge while their child is utilizing the Bird's Nest.
5. The District reserves the right to restrict usage of the Bird's Nest should a child appear too young to be unsupervised, misuse the Bird's Nest, misbehave, or display symptoms of illness. The District further reserves the right to limit the number of occupants in the Bird's Nest.
6. Violations of these ~~policies~~Policies may result in suspension from use of the Bird's Nest and/or District Facilities.
7. Participation in the Bird's Nest will be based on a first-come, first-served basis. The District reserves the right to utilize the Bird's Nest for District activities. During this time, the Bird's Nest may not be available for general use.
8. Infant carriers, strollers, and other similar devices are not permitted in the Fitness Lodge. Due to safety concerns, no infants, toddlers, or young children are permitted in the workout areas of the Fitness Lodge unless they are utilizing the Bird's Nest in accordance with the applicable policies.

SWIMMING POOLS, TOWER SLIDE, AND LAZY RIVER POLICIES

The pool and pool deck areas of the swim facilities are not available for private rental and shall remain open to other Patrons and Guests during normal operating hours. SWIM AT YOUR OWN RISK. The District, its agents, employees, and contractors shall not be liable for any injuries, accidents, losses, or damages sustained while using the pool facilities, except as may be required by applicable law.

HOURS OF OPERATION:

1. Days and hours of operation are subject to change without notice and shall be posted in a conspicuous location within the District Facilities.
2. Swimming is permitted only during designated hours, as posted and in accordance with the safety standards for public swimming pools as adopted by the Florida Department of Health in Chapter 64E-9, Florida Administrative Code.
3. The swimming pools may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
4. Any person swimming during non-posted swimming hours or outside of designated operating hours may be subject to suspension from using District Facilities and may be reported to local authorities for trespassing.

POOL RULES AND REGULATIONS

1. Food and beverages are prohibited in the pool and on the pool wet deck area. Pool wet deck area is defined as the four (4) foot wide unobstructed pool deck area around the outside of the pool water perimeter.
2. No glass or animals are allowed in the pool area (or tennis gates).
3. All Patrons must use their assigned Patron Identification upon entering the pool areas.
4. Proper swim attire must be worn in the pool.
5. No denim or cotton shorts permitted.
6. Personal visual or audio devices are not permitted unless they are equipped with headphones.
7. Showering is required before entering the pools.
8. Alcoholic beverages are prohibited in the pool area, unless provided in a District-sponsored event.
9. No jumping, pushing, running, or other horseplay, as determined by the Amenity Management, is allowed in the pool or on the pool deck.
10. Interfering with the lap-swimming lanes is prohibited.
11. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper.
12. Unauthorized diving is strictly prohibited at all pools.
13. Posted swimming pool hours and availability may be limited or rotated in order to facilitate maintenance of the facility.
14. The changing of diapers or clothes is not allowed poolside.
15. No one shall introduce, install, or add unauthorized chemicals, soaps, or other substances into the pool(s). Failure to comply with this regulation could result in the Patron being liable for any costs incurred in treating and reopening the pool, including but not limited to chemical treatment costs, labor costs, and lost revenue.
16. Remote controlled watercraft are prohibited in the pool areas.
17. Pool entrances must be kept clear at all times.
18. Obstructing ladders, fences, or railings is prohibited as is sitting, standing or hanging on such apparatus.
19. Pool furniture is not to be removed from the pool area.
20. Profanity, abusive language, and physical or verbal abuse are prohibited.
21. The District is not responsible for any effects the chemicals within the pool may cause.
22. Pets, bicycles, skateboards, roller ~~blades~~skates, and scooters are not permitted on the pool deck or inside the pool gates.
23. Obey Lifeguards at all times. Failure to obey the rules may result in injury or removal from the facility.
24. The District reserves the right to authorize all programs and activities, including but not limited to the number of guest participants, equipment and supply usage, and reservation of pool for swim lessons, aquatic programs, and pool parties.

FECES POLICY FOR ALL SWIMMING AND WADING POOLS

If fecal contamination occurs, the affected pool will be quarantined and closed immediately. The pool will remain closed and undergo proper disinfection procedures in accordance with Florida Department of Health Chapter 64E-9, Florida Administrative Code, which requires specific chlorine levels and contact times based on the type of contamination (formed stool vs. diarrheal incident). The pool will reopen only after proper disinfection procedures are completed and water quality standards are met.

ADA CHAIR LIFT USAGE POLICY

1. ADA chair lifts are available for use by individuals with disabilities or mobility impairments as required under the Americans with Disabilities Act.
2. Chair lifts are designed for self-use. Amenity Management is not authorized to assist Patrons or Guests with use beyond initial review of operating instructions.
3. Misuse of ADA chair lifts by individuals who do not require accessibility assistance may result in immediate suspension from the District Facilities for a period of one (1) day.

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WEATHER POLICY

1. Rain: the pools will remain open unless severe weather poses potential danger to the ~~guests~~Guests and will reopen once such weather passes, all as determined in the sole discretion of the supervisor or Amenity Manager.
2. Thunder and Lightning: The pool will close immediately in case of thunder or lightning and will reopen only once the District determines thunder and lightning has been cleared.

AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

1. Aquatic toys and equipment are not permitted in the pool.
2. Prohibited items include, but are not limited to, rafts, kickboards, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
3. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events. Inner tubes provided by Amenity Management are allowed in the Lazy River.

LAZY RIVER POLICIES

1. PATRONS AND GUESTS USE THE LAZY RIVER AT THEIR OWN RISK. The District does not provide lifeguard supervision for the Lazy River during all operating hours. Users assume all risks associated with use of this amenity.
2. No climbing or sitting on the wall.
3. No jumping or diving into the Lazy River.
4. Only tubes provided by the District may be used in the Lazy River.
5. Only one person per tube seat. Tubes without an opening are available for children under 36" tall. These tubes may only be used when an adult supervisor at least eighteen (18) years of age maintains constant supervision within arm's length of the child at all times.
6. The Lazy River may only be used during pool hours when the river is attended by Pool Attendants unless otherwise so designated.
7. Maximum of two tubes may be coupled together.
8. Enter and exit only in designated areas.
9. During busy conditions float times may be limited by staff.
10. Users of the Lazy River are required to float at the pace and direction of the current and may not stop floating with the current until they are prepared to exit the Lazy River or in an out-cove.
11. No swimming underwater.
12. Users of the Lazy River may not stand, kneel, stack, flip, or throw floatation devices.
13. Floatation devices shall be removed from the Lazy River when not in use and placed in designated storage area.
14. All other Pool Rules and Regulations are required to be followed. Always use caution and follow staff directives when floating the Lazy River.

15. Children must be supervised by an adult.

TOWER SLIDE SPECIFIC POLICIES

1. When a lifeguard or Pool Attendant is stationed at the bottom of the slide in the water, children must be at least forty-two inches (42") tall to ride the slide. When a lifeguard or Pool Attendant is not stationed in the water, children must be at least forty-eight inches (48") tall to ride the slide.
2. Height and weight restrictions will be judged at the sole discretion of the lifeguard, Pool Attendant, or Amenity Management.
3. For everyone's safety, refrain from standing at the bottom of the slide.
4. Only one person may use the slide at a time.
5. Only one person may be on the top of the slide at a time.
6. If a lifeguard or Pool Attendant questions a swimmer's ability, then, if requested, the swimmer must demonstrate their ability to swim prior to using the slide.
7. Users must slide feet first.
8. Users must never stop, stand, flip or slow themselves when riding the slide.
9. Users must keep feet and hands inside the slide at all times.
10. Users may not climb back up the slide after beginning their descent or after exiting the slide.
11. No jewelry, floatation devices or casts may be worn while using the slide.
12. No shorts with snaps or rivets, or anything that may damage the slide will be allowed on the slide.
13. Pregnant women are strongly discouraged from using the slide and should consult with a physician prior to using the slide.
14. Users must exit the slide landing exit area as delineated in the pool immediately after exiting the slide.
15. Users must follow lifeguard or Pool Attendant instructions at all times, and the lifeguard or Pool Attendant shall have the final authority on pool/slide use.
    The slide may only be used during pool hours when the water slide is attended by a lifeguard or Pool Attendant.
16. All other General Pool Rules are required to be followed.

WATER WALKING POLICIES

1. **Purpose:** To promote wellness and ensure safe use of the Lazy River amenity, the District has designated specific hours for continuous walking exercise. These hours are open to all authorized ~~residents~~Residents and their registered ~~guests~~Guests, who wish to use the Lazy River for walking-only purposes.
2. **Lazy River Walking Hours** - Daily Walking Time: 9:00 AM – 10:00 AM (subject to adjustment at the District's sole discretion)
3. **During designated walking hours:**
    a. Use of the Lazy River is limited to continuous walking in the current direction of flow.
    b. No floatation devices, horseplay, running, stopping, or stationary use is permitted. Users must maintain a safe walking pace and appropriate distance from other users.
    c. All users must be respectful of others using the amenity for fitness purposes. Users must follow all staff instructions and posted safety rules. Failure to comply may result in removal from the facility and suspension of access privileges.
    d. Swimmers, loungers, and users with small children are welcome outside of walking hours or during designated recreation times, consistent with the general Lazy River rules.
4. **General Rules** (Apply at All Times)
    a. During designated walking hours, minors fourteen (14) years of age or under must be accompanied and supervised by an adult at least eighteen (18) years of age at all times

for usage of the Lazy River. All children five (5) years of age or younger, as well as all children who are unable to swim independently, must be supervised by a responsible individual eighteen (18) years of age or older, at all times within arm's length. Children who cannot maintain continuous walking for the full designated walking period should not use the Lazy River during walking hours. No horseplay is permitted.

b. Proper swimwear required. All clothing must be made of appropriate swim material and be clean prior to entry. Cut-offs, denim, cotton clothing, and street clothes are prohibited. Swim diapers are required for all children who are not toilet-trained and for any individuals who require them for incontinence.
c. Food and beverages are prohibited in the water.
d. Staff may enforce safety or operational closures as needed for maintenance, weather conditions, or emergency situations. The District reserves the right to close the facility without advance notice when necessary to ensure user safety.

FITNESS LODGE POLICIES

1. NOTICE: THE FITNESS LODGE IS UNATTENDED. NO STAFF IS PROVIDED. USE OF THIS FACILITY AND ALL EQUIPMENT IS AT YOUR OWN RISK. USERS ASSUME ALL RISKS OF INJURY OR DEATH ASSOCIATED WITH USE OF FITNESS EQUIPMENT AND FACILITIES.PERSONS USING THE FITNESS LODGE DO SO AT THEIR OWN RISK. THE DISTRICT DISCLAIMS ALL LIABILITY FOR INJURIES OR DAMAGES ARISING FROM USE OF THE FITNESS LODGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO SECTION 768.28, FLORIDA STATUTES.
2. Amenity Management is not present to provide Personal Training or Exercise Consultation to Patrons.
3. Persons interested in using the Fitness Lodge are encouraged to consult with a physician prior to commencing a fitness program.
4. All Patrons using the Fitness Lodge are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all District Facility Policies governing the District Facilities. By using the Fitness Lodge, Patrons acknowledge and assume all risks associated with the use of fitness equipment, including but not limited to the inherent risks and dangers of serious bodily injury, permanent disability, paralysis, and death.
5. **Hours:** The Fitness Lodge is open for use by Patrons and Guests during normal operating hours to be established and posted by the District. Guest access to Fitness Classes is limited upon space and availability, with priority to Patrons.
6. **Emergencies***:* Call 911 immediately if immediate medical attention is necessary. All emergencies and injuries must be reported to the Amenity Management and the District Manager at 321-263-0132 as soon as reasonably possible.
7. **Eligible Users**: Patrons and Guests, 14 years of age and older, are permitted to use the equipment in the Fitness Lodge during designated operating hours. Minors aged 14-17 must be accompanied by a parent or legal guardian who remains present in the Fitness Lodge during the minor's use of the facility.
8. **Guest Limit:** Notwithstanding the general Guest Privileges set forth in these Policies, each Patron may bring no more than two (2) Guests ~~who are not residents of the District~~ into the Fitness Lodge at any one time~~, and the sponsoring Patron must remain present in the Fitness Lodge throughout the Guests' use of the facility.~~.
9. Patrons and Guests must provide proof of age if requested by Amenity Management to use the Fitness Lodge.
10. **Food and Beverage:** Food is not permitted within the Fitness Lodge.

a. Water is permitted in the Fitness Lodge if contained in non-breakable containers with screw top or sealed lids.
b. Alcoholic beverages are not permitted.

11. **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Lodge.
    a. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).
12. **General Policies:**
    a. Each Patron is responsible for wiping off fitness equipment after use.
    b. Use of personal trainers is prohibited in the Fitness Lodge unless preapproved in writing by the Amenity Management. Any approved personal trainer must provide proof of liability insurance naming the District as an additional insured with minimum coverage of $1,000,000 per occurrence and $2,000,000 aggregate, and must execute an indemnification agreement in favor of the District.
    c. Hand chalk is prohibited in the Fitness Lodge.
    d. Radios, tape players, and CD players are prohibited unless they are personal units, equipped with headphones.
    e. Weights or other fitness equipment may not be removed from the Fitness Lodge.
    f. Please replace weights to their proper location after use.
    g. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of weights.
    h. Any fitness program operated, established, and run by Amenity Management shall have priority over other users of the Fitness Lodge.
    i. No throwing objects against any wall.

GROUP FITNESS ROOM

1. Children 14 and under are allowed in the Group Fitness Room only when accompanied by and under the direct supervision of a parent or legal guardian at all times. The supervising adult must remain in the Group Fitness Room and maintain visual contact with the child at all times.
2. Children must be actively utilizing the room for its intended use (i.e. dance classes, children's fitness classes, and other similar activities). If children are not actively participating in fitness activities, they will be asked to wait in the Bird's Nest. Please refer to Free Range Bird's Nest Policies. Parents and legal guardians remain responsible for their children's safety and conduct at all times, regardless of location within the District Facilities.

TENNIS FACILITY POLICIES

1. All players shall check-in with on-site staff prior to playing.
2. Unreserved tennis courts will be assigned on a first-come, first-serve basis.
3. Clinic, lesson, and guest fees (if applicable) are to be paid prior to the utilization of court(s).
4. Patrons may make a court reservation by going to Playtennis.usta.com/shearwater and registering an account. Please save your confirmation email so that you can cancel your reservation if needed.
5. Reservations are allowed for one court, up to 72 hours in advance.
6. The length of time for a court reservation is 1, 1.5, or 2 hours.
7. If a Patron arrives more than 15 minutes late for their reservation, that court will be forfeited and available on a first-come, first-serve basis.
8. Tennis court usage may be limited or suspended from sponsored events, lessons, or as approved by Amenity Management.

9. Proper tennis attire, as determined by Amenity Management, shall be worn at all times; cutoffs or jeans are prohibited.
    a. Only smooth sole tennis shoes shall be worn.
    b. Running shoes and cross-training shoes are prohibited.
10. Proper court etiquette should be observed at all times.
11. Profanity and/or disruptive behavior are prohibited.
12. Tennis Facility hours of operations are from 7:00 a.m. to 11:00 p.m. Lights at the Tennis Facility must be turned off after each use, and must be turned off at 11:00 p.m., unless during a District-sponsored event. However, the courts will be closed for maintenance daily from 6:30 a.m. to 8:00 a.m. and closed for mid-day watering from 1:00 p.m. to 3:00 p.m. from April to October.
13. Tennis courts are for tennis only.
14. Children under 12 years of age must be accompanied by and under the direct supervision of a parent or legal guardian at all times while on the tennis courts.
15. Glass containers, food, and smoking are prohibited near or on the tennis courts.
16. No vehicles or animals are allowed on the tennis courts.

TROUT CREEK CDD RULES GOVERNING E-BIKE USE ON DISTRICT PROPERTY

1. Due to continuing health, safety and welfare concerns, as well as widespread property damage, ~~use of~~no person may operate an e-~~bikes~~bike on District ~~property~~Property (excepting ~~roadways), including sidewalks, cart paths, trails, common area or other permitted riding areas is subject to each rider having~~District Roads) without first successfully ~~completed~~completing an e-bike safety course through the District. Once completed, proof of successful completion will be issued to such rider and recorded in the District records.
2. E-bikes of any class may be operated only on District Roads and Cart Paths. No e-bikes of any class are permitted on Designated Trails, landscape berms, retention areas, swales, or any ~~District infrastructure not designated as a trail or path (CDD trails, common/amenity tracts, rec paths, grass areas, etc.).~~other Common Area. These areas are not recreational zones.
3. No stunt riding, jumping, off-trail riding, or use of District ~~property~~Property as a bike course. This includes but is not limited to using berms as hills or launch ramps.
4. All riders under age 16 must wear a properly fitted helmet compliant with CPSC standards (16 C.F.R. Part 1203) at all times while operating any e-bike on District ~~property~~Property. Parents and guardians are responsible for compliance. All riders must complete an e-bike safety course as a condition precedent to continued access to District amenity facilities.
5. All e-bike operators must yield to pedestrians, obey posted speed limits and signage, and operate in a manner that does not endanger others. E-bikes may not be operated in excess of 15 miles per hour on District ~~multi-use paths, trails~~Roads, sidewalks, and ~~cart paths~~Cart Paths, and must slow to 10 miles per hour or less when passing or when any pedestrian is within 50 feet.
6. E-bikes may not be operated on District ~~property~~Property by any person who cannot safely control ~~the vehicle~~such e-bike. The District will make this determination on a facts-and-circumstances basis. All violations of these rules are governed by the District's Disciplinary Procedures attached as Addendum C herein.

RENTAL OF DESIGNATED DISTRICT FACILITIES

1. Various locations, outlined in Addendum B, are to be used on a first come, first serve basis. However, several locations are required to be rented for exclusive use.

2. The rentals of these locations are for Patron use only.
3. The District Facilities' grills must be cleaned after each use.
4. Patrons must take all trash with them when leaving.
5. The rental of District Facilities is available only during designated hours (attached).
6. Additional guidelines and information on the District Facilities rental can be found in Addendum B.
7. The District has the authority to reserve certain areas that are not able to be reserved by Patrons for programming purposes.
8. **Facility Alcohol Policy**. The following regulations apply to Patrons intending to serve alcohol at the Amenity Center:
    a. Patrons intending to serve alcohol must indicate such intent on the Facility Use Permit at the time of application submission. Any Patron who does not indicate such intent at the time the application is submitted shall not be permitted to serve alcohol. All alcohol service must comply with Florida Statutes Chapter 562 and applicable local ordinances.
    b. Alcoholic beverages are only permitted in the Kayak Club and Pavilion areas.
    c. Glass containers are prohibited outside.
    d. Any person or entity reserving a District facility where alcohol is served shall remit a refundable security deposit in the amount of $505.00 at the time the reservation is confirmed. The security deposit shall be held by the District and returned to the reserving party following the event, provided that (a) the facility is left in clean and undamaged condition, (b) the event concluded within the reserved time period, and (c) no provision of this reservation policy was violated. The District may apply all or any portion of the security deposit toward the cost of cleaning, repair of damage, or other expenses incurred by the District as a result of the reservation, and shall provide the reserving party with an itemized accounting of any amounts withheld. Any costs exceeding the amount of the security deposit shall remain the responsibility of the reserving party.
    ~~d.~~e. Event Liability Insurance, including liquor liability coverage, shall be required for all events where alcoholic beverages are served, in the following amounts:
        i. Commercial General Liability insurance with Property Damage coverage in an amount not less than $250,000 per occurrence
        ii. The person or entity holding the event agrees to indemnify, defend, and hold harmless the District, its officers, supervisors, agents, and employees from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or damages of any nature, arising out of or in connection with the event wherein alcohol is provided or served, including reasonable attorneys' fees and costs through all trial and appellate proceedings.
        iii. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*.
        iv. Proof of the required Event Liability Insurance, including liquor liability coverage and any required additional insured endorsement naming the District, must be delivered to and received by the District no later than three (3) business days before the scheduled start of the event. If the required proof of insurance is not received within this deadline, the Facility Use Permit and reservation for the event is automatically revoked, the Patron will not be permitted to hold the event, and any forfeiture of the security deposit is governed by the cancellation and refund provisions otherwise applicable to the rental.

RENTAL OF OUTPOST POLICIES

1. The rental of this location is for Trout Creek CDD Residents and their authorized ~~guests~~Guests only.
2. The rental of District Facilities is available only during normal hours of operation (9:00 a.m. – 1:00 p.m.; 1:30 p.m. – 5:30 p.m.; 6:00 p.m. – 10:00 p.m.) or when pre-approved by Amenity Management.
3. If you brought it, take it. If you leave it, management is not responsible.
4. Take only pictures. Leave only footprints. Please clean up after yourself.
5. Secure all doors and turn off lights before leaving.

SHEARWATER LANDING AND KAYAK LAUNCH POLICIES

1. All posted rules must be followed.
2. Open from Dawn to Dusk.
3. Children under the age of fourteen (14) must be accompanied by an adult.
4. Be courteous. Do not obstruct the path or space of others on the Pier.
5. No swimming, diving, or entering the water from the Landing.
6. Do not clean fish on the pier. Do not cut bait on the pier or handrails.
7. Be considerate. Properly dispose of all unused bait, fish and trash.
8. Alcoholic beverages, glass containers and other breakable items are prohibited.
9. Please follow all USCG recommendations and wear approved personal flotation devices when operating a vessel on the waterway.
10. No motorized vessels. No unattended vessels. No golf carts allowed. No discharges into the water.
11. If you brought it, take it. If you leave it, management is not responsible.
12. Use caution. Nature trail is slippery when wet.
13. Facilities are available for ~~residents~~Residents to use at their own risk.

BARBEQUE GRILL POLICIES

1. Patrons shall check-in with Management staff prior to using the ~~Shearwater community~~District's grills.
2. Management staff will provide a key to turn on the grill and answer any questions regarding the operation of such grill.
3. Grills are only available for use, on a first-come, first-served basis, to individuals eighteen (18) years and older who have the general, operational knowledge of barbeque grills.
4. Patrons shall comply with the following rules when operating a community grill:
    a. Community grills shall not be left unattended at any time while in use;
    b. Please be courteous and share the community grill area;
    c. Clean up all trash and other debris generated during the use of community grill and deposit the same in appropriate trash receptacles;
    d. Clean the grill(s), counter space(s), and picnic table(s) after use, with cleaners provided in the cabinets underneath the community grills;
    e. Glass and other breakable items are not permitted in the community grill area.
    f. The District reserves the right to seek reimbursement for costs related to the violation of any of the above policies or for a failure to return any rental items within twenty-four (24) hours.

POND POLICIES

The ponds at the District are part of a storm water management system designed to treat runoff from lots and streets and control flooding.

1. All trash or debris must be disposed of in the appropriate receptacles.
2. Only authorized personnel are allowed to introduce or stock any of the bodies of water.

3. Parking along the right of way or on any grassed area near the storm water ponds is prohibited.
4. Homeowners whose lot abuts the storm water pond are responsible for trash removal to the water line.
5. Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.
6. Swimming and wading in ponds is prohibited.
7. No watercrafts of any kind are allowed in the ponds. Fishing is only allowed in designated areas.

FISHING POLICIES

Fishing within the District is permitted exclusively in the stormwater retention ponds identified as "Fishing Ponds" on the map attached to these Rules as Addendum D (incorporated herein by reference) and is subject to the following policies:

1. Fishing from the Fishing Ponds is permissible only from the banks and is permitted only for District ~~residents~~Residents and their authorized ~~guests~~Guests. We ask that you respect your fellow neighbors and access the Fishing Ponds through the proper access points. Accessing private property without permission may result in legal action by the property owner, including potential trespass charges by local law enforcement, and other penalties including, but not limited to, suspension of amenity privileges pursuant to the District's adopted ~~policies~~Policies.
2. Fishing in the Fishing Ponds is at your own risk. The District, to the fullest extent permitted by law, disclaims liability for any loss, damage, or injury to any person or property arising out of the use of the Fishing Ponds. This provision does not waive the District's sovereign immunity under Section 768.28, Florida Statutes.
3. Parking on any grassed area near the Fishing Ponds is prohibited, and parking on county roadways is subject to county code and regulations and done at your own risk.
4. Catch and release is required. The Fishing Ponds are stormwater retention ponds designed to capture and retain contaminants. Fish caught in the Fishing Ponds shall not be consumed due to potential contamination from stormwater runoff.
5. Patrons are responsible for complying with all State of Florida licensing requirements and other applicable laws and regulations for fishing, including but not limited to those established by the Florida Fish and Wildlife Conservation Commission. Information regarding licensing requirements can be found at MyFWC.com or by contacting the Florida Fish and Wildlife Conservation Commission.
6. Children under 12 years of age must be accompanied and directly supervised by a responsible adult (18 years or older) when fishing.
7. Do not leave fishing poles, lines, equipment or bait unattended.
8. Ensure all litter and waste is properly disposed of. Items such as discarded fishing line, lures, and tackle pose serious risks to wildlife. Residents are encouraged to act as responsible environmental stewards while enjoying District amenities.
9. Please be aware of wildlife, including alligators and snakes, and exercise caution when using the Fishing Ponds. Do not feed wildlife.

PARKS, EVENT LAWN, AND PLAYGROUND POLICIES

1. Parks, event lawns, and playgrounds are available on a first-come, first-served basis, no reservations are permitted.
2. Community Event Fields and Lawn are for the use of District ~~residents~~Residents and their authorized ~~guests~~Guests only. Unless approved by the District prior to use, no organized sports may hold practices, games or events in such areas.

3. Patrons and Guests using the parks and playgrounds must remove debris brought to the playground.
4. Glass containers are prohibited.
5. The use of profanity or disruptive behavior by any person is absolutely prohibited. All rules regarding conduct and use of facilities apply equally to all Patrons and Guests.
6. Alcoholic beverages are not permitted in the parks or playgrounds.
7. Patrons may not install inflatable equipment, such as bounce houses, at the parks or playgrounds without prior written approval from the District due to safety and liability concerns.
8. Parks and playgrounds hours are dawn to dusk, seven days a week.

DOG PARK POLICIES

1. Please note that the Dog Park is an unattended facility and persons using the Dog Park do so at their own risk. The District, to the fullest extent permitted by law, disclaims liability for injuries or damages arising from use of the Dog Park. This provision does not waive the District's sovereign immunity under Section 768.28, Florida Statutes.
2. All Patrons and Guests using the Dog Park are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all ~~policies~~Policies and rule of the District. Any disregard or violation of these ~~policies~~Policies or misuse or destruction of Dog Park facilities or equipment may result in suspension or termination of Dog Park or Amenity Facility privileges, subject to the procedures set forth in these ~~policies~~Policies. The District reserves the right to seek reimbursement for damages. Guests may use the Dog Park only if accompanied by and under the supervision of a Patron who assumes responsibility for the Guest's compliance with all Dog Park policies.
3. Dog Park is open from dawn to dusk.
4. The District reserves the right to close the Dog Park or sections of the Dog Park for any reason including maintenance, mowing, severe weather conditions, special events, or for any other health, safety and danger issues.
5. Food, alcoholic beverages and glass containers are prohibited in the Dog Park area.
6. Only dogs are allowed in the Dog Park area; all other pets are prohibited from the Dog Park area.
7. Dogs shall be on leash at all times unless in designated "off-leash" areas.
8. Patrons shall always supervise their dogs and shall not leave their dogs unattended at the Dog Park.
9. ~~Children under the age of fourteen (14) may not bring a dog into the Dog Park and may not serve as the dog's handler. Any child under fourteen (14)~~All persons entering the Dog Park must be capable of serving as their dog's handler. Guardians and parents should evaluate the ability and safety of those in their care to determine whether such person should enter the Dog Park, with or without a dog, and the ability to handle such interactions and animals safely and securely. Regardless, due to risks inherent with animals, persons age ten (10) and below present in the Dog Park must be accompanied by a parent or legal guardian who is at least eighteen (18) years old and who remains responsible for supervising both the child and the dog at all times.
10. Dogs exhibiting aggressive behavior are prohibited.
11. All spiked collars are prohibited in the Dog Park.
12. Owners shall supervise the dogs to ensure dogs do not dig or damage any portion of the Dog Park.
13. Dogs under four (4) months old, in heat, with fleas or other contagious skin conditions, or otherwise ill are prohibited from the Dog Park.

14. Dogs shall be up-to-date on vaccinations prior to entering the Dog Park and shall have current rabies vaccination tags as required by Florida law and applicable local ordinances affixed to their collars at all times.

TRAIL POLICIES

~~1. Bikes, e-bikes, skateboards, scooters and roller-skates are only allowed on the designated paths/trails provided they are used in a careful and prudent manner and at a rate of speed no greater than what is reasonable and proper under the conditions existing at the point of operation, taking into account the amount and character of pedestrian traffic, grade, and width of the trail or public path, condition of surface, and observation of all traffic-control devices. Every person using wheeled transportation upon a trail or public path shall yield the right-of-way to any pedestrian.~~

1. Designated Trails are for pedestrian use only (walking and running). Bicycles, electric bicycles, non-motorized push scooters, skateboards, roller skates, EPAMDs, motorized scooters, motorized micromobility devices, hoverboards, golf carts, and all other Wheeled Devices are prohibited on Designated Trails, except authorized District maintenance vehicles and mobility devices used by individuals with disabilities as provided in the Wheeled Devices and Motorized Vehicles section. Wheeled Devices are also not permitted on Common Areas (as defined in the Wheeled Devices and Motorized Vehicles section).
2. Cars, trucks, and similar vehicles are prohibited on ~~trails~~Designated Trails, unless vehicle is an ~~approved~~authorized maintenance vehicle.
3. No trash shall be deposited on the ~~trails~~Designated Trails.
4. Use of ~~trails~~Designated Trails is at your own risk.
5. Only use ~~designated trails~~Designated Trails.
6. All pets must be leashed at all times.
7. Do not disturb the nature landscapes. Be cautious of plants and wildlife in their native habitat.
8. The following are not permitted at any time:
   - Horses
   - Feeding animals
   - Hunting
   - Camping
   - Cooking
   - Smoking
   - Fires

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~~GOLF CART USAGE WITHIN SHEARWATER~~

~~Golf cart usage shall be in accordance with St. Johns County Ordinance 2018-42, as may be amended or replaced. Please refer to such ordinance and Florida law for legal and safe operation of golf carts.~~

WHEELED DEVICES AND MOTORIZED VEHICLES

1. Definitions. For purposes of these Use Policies, the following statutory and operational categories apply:

a. **"Wheeled Device"** means any device with one or more wheels used for transportation, recreation, or mobility by a person, whether human-powered, motor-powered, or self-balancing. The term includes, without limitation: bicycles; tricycles; electric bicycles (Classes 1, 2, and 3) as defined in § 316.003, Fla. Stat.; skateboards (including motorized skateboards); roller skates and inline skates; non-motorized push scooters; motorized scooters and micromobility devices as defined in §§ 316.003 and 316.2128, Fla. Stat.; electric personal assistive mobility devices (EPAMDs) as defined in § 316.2068, Fla.

Stat.; hoverboards and other self-balancing or one-wheeled electric devices not separately classified; mopeds as defined in § 320.01(27), Fla. Stat.; motorcycles; golf carts as defined in § 320.01(22), Fla. Stat.; utility vehicles as defined in § 320.01(42), Fla. Stat.; low-speed vehicles (LSVs) as defined in § 320.01(41), Fla. Stat.; mini trucks as defined in § 320.01(44), Fla. Stat.; all-terrain vehicles (ATVs) as defined in § 316.2074, Fla. Stat.; off-highway utility task vehicles (UTVs) and similar off-road vehicles; and passenger automobiles, trucks, and similar standard motor vehicles.

b. **"Common Area"** means any portion of District Property other than a District Road, Cart Path, Designated Trail, or designated parking area. The term includes, without limitation: landscape berms, retention areas, ponds, swales, dry detention areas, conservation tracts, natural buffer areas, irrigation tracts, lift station tracts, dog parks, playgrounds, pool decks, event lawns, parks, gardens, plazas, sidewalks adjacent to amenity facilities, and all other non-roadway, non-trail tracts owned, leased, or maintained by the District.

c. **"District Road"** means a roadway owned, dedicated to, or maintained by the District, or any other roadway located within District boundaries that has been designated for the operation of golf carts and similar vehicles under § 316.212, Fla. Stat.

d. **"Cart Path"** means a paved or unpaved path designated by the District for the operation of golf carts.

e. **"Designated Trail"** means a recreation path or trail formally designated by the District for pedestrian use, including walking and running. Designated Trails are not open to bicycles, electric bicycles, or any other Wheeled Device.

2. **No Wheeled Devices on Common Areas.** Except as otherwise expressly permitted by these Use Policies or by law, no Wheeled Device of any type may be operated, ridden, parked, or stored on any Common Area. This prohibition applies regardless of whether the device is motor-powered, human-powered, or self-balancing, and regardless of how the device is classified under Florida Statutes. Authorized maintenance vehicles operated by District agents, contractors, and Amenity Management in the course of District operations are exempt. Mobility devices used by individuals with disabilities are addressed in paragraph 9.

3. **District Roads - Permitted Devices and Operating Rules.** The following devices may be operated on District Roads only as expressly authorized by Florida law and only to the extent the roadway has been designated for that use under § 316.212 or § 316.2122 Fla. Stat., as applicable. Operators must comply with all applicable statutes, all St. Johns County ordinances (including but not limited to St. Johns County Ordinance 2018-42, as may be amended or replaced), and the additional District-imposed requirements set out in these Use Policies.

a. **Golf Carts** (§ 320.01(22), Fla. Stat.) - permitted on District Roads designated for golf cart use under § 316.212, Fla. Stat. Operators must comply with Chapter 316, Fla. Stat. (operators under 18 must possess a valid learner's driver license or valid driver license, and operators 18 or older must possess valid government-issued photographic identification). All golf carts must be registered with the District under Addendum E.

b. **Utility Vehicles** (§ 320.01(42), Fla. Stat.) - permitted only when operated by the District or its agents for general maintenance, security, and landscaping purposes.

c. **Low-Speed Vehicles (LSVs)** (§ 320.01(41), Fla. Stat.) - permitted only on streets with a posted speed limit of 35 mph or less, and only if the LSV is titled under chapter 319, registered under § 320.02, insured for personal injury protection and property damage liability, equipped to comply with 49 C.F.R. § 571.500 and § 316.2122, Fla. Stat., and operated by a person with a valid driver license. LSVs are not golf carts and may not be operated under the golf cart regime.

d. **Mopeds** (§ 320.01(27), Fla. Stat.), **motorcycles**, and standard **passenger motor vehicles** are permitted on District Roads subject to all otherwise-applicable traffic laws.

e. **Bicycles** (including Class 1, 2, and 3 electric bicycles as defined in § 316.003, Fla. Stat.), **motorized scooters** and **micromobility devices** (as defined in § 316.2128, Fla. Stat.), and **EPAMDs** (as defined in § 316.2068, Fla. Stat.) are permitted on District Roads in accordance with the operator's statutory rights and duties under chapter 316, Fla. Stat.

4. **Cart Paths - Permitted Devices.** The following devices may be operated on Cart Paths, in addition to and not in lieu of any other applicable rule: golf carts; bicycles and Class 1, 2, and 3 electric bicycles; non-motorized push scooters; motorized scooters; EPAMDs; and micromobility devices. Mopeds, motorcycles, LSVs, mini trucks, ATVs, UTVs, motorized skateboards, hoverboards, and other off-road or motorized vehicles are PROHIBITED on Cart Paths.

5. **Designated Trails – Pedestrian Use Only.** Designated Trails are limited to pedestrian use (walking and running). No Wheeled Device of any type, including bicycles, electric bicycles, non-motorized push scooters, skateboards, roller skates, EPAMDs, motorized scooters, micromobility devices, golf carts, and hoverboards, may be operated on a Designated Trail. Authorized District maintenance vehicles are exempt. Mobility devices used by individuals with disabilities are addressed in the Reasonable Accommodation paragraph below.

6. **Off-Road and Off-Highway Vehicles Prohibited Throughout the District.** The following devices are PROHIBITED everywhere on District Property, including District Roads, Cart Paths, Designated Trails, Common Areas, and all amenity facilities: off-road motorcycles, dirt bikes, all-terrain vehicles (ATVs) as defined in § 316.2074, Fla. Stat., utility task vehicles (UTVs), mini-bikes, and similar off-highway recreational vehicles. This prohibition does not apply to law enforcement, emergency services, or District-authorized maintenance vehicles operating in the scope of their duties.

7. **Hoverboards, One-Wheeled Electric Devices, and Other Self-Balancing Devices.** Hoverboards, electric unicycles, and other self-balancing or one-wheeled electric devices that are not Class 1, 2, or 3 electric bicycles and that are not EPAMDs are PROHIBITED on all Common Areas, Designated Trails, and Cart Paths. These devices may be transported across the District in a vehicle or carried by hand but may not be operated on District Property.

8. **Registration; Equipment; Speed; Operator Conduct.** The District may require registration of any Wheeled Device that the District in its discretion determines requires registration in the interest of safety, accountability, or facility access. All operators must: (a) operate the device in a careful and prudent manner and at a rate of speed reasonable for conditions; (b) obey all posted signs, lane markings, and traffic-control devices; (c) yield the right-of-way to pedestrians; (d) refrain from stunt riding, jumping, off-trail riding, and use of District Property as a course or training facility; and (e) refrain from operating the device in any manner that damages District landscaping, infrastructure, or improvements. Operators are personally liable for all damage they or their device cause to District Property.

9. **Reasonable Accommodation; Other Power-Driven Mobility Devices (OPDMDs).** Notwithstanding any other provision of these Use Policies, the District will make reasonable modifications to its Policies, practices, and procedures to permit individuals with mobility disabilities to use wheelchairs and other power-driven mobility devices ("OPDMDs") on District Property, in accordance with the Americans with Disabilities Act and 28 C.F.R. § 35.137. Requests for accommodation should be made to the District Manager.

10. **District Reservation of Rights.** Nothing in this section limits the District's authority under Chapter 190, Florida Statutes, as the owner of District Property, or any other applicable law, to impose additional or more restrictive operational, equipment, registration, route, or hour restrictions on any Wheeled Device, by Board resolution or by posting at the affected location. Violations of this section are subject to the District's Disciplinary Procedures in Addendum C.

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COMMUNITY GARDEN POLICIES

This section sets out the policies (the "Garden Policies") that govern the Community Garden (the "Garden"). The District may lease each bed in the Garden and administers the Garden Policies. These Garden Policies have been provided to each person who leases a bed on a first-come, first-served basis in the Garden from the District (each, a "Gardener") pursuant to an agreement with the District (the "Gardener's Contract"). The District reserves the right to make future modifications to the Garden Policies, without advanced notice. The District will provide all Gardeners with a copy of the current Garden Policies. Gardeners are encouraged to promptly report any concerns about the safety of the Garden or any possible violations of the Garden Policies to the District.

1. **Hours:** The Garden will be open to Gardeners from dawn to dusk daily.
2. **Litter**: Each Gardener is responsible for disposal of trash. Do not place any trash in common areas, roadways, or in beds. The entire Garden, including all common areas and beds, are to be kept free of litter, including boxes, cans, buckets, baskets, and containers of any kind not in actual usage as part of gardening activity.
3. **Watering**: Hoses in use on the site belong to the District. Gardeners must remain in the Garden while watering with hoses and must prevent water from running off their bed(s) onto common areas or adjacent beds. All hoses must be turned off completely and stored properly prior to the Gardener leaving the Garden. Gardeners may be held responsible for water waste or damage caused by improper hose usage.
4. **Clean Up**: Gardeners will perform a clean-up of their beds at the end of the term of their Gardener's License Agreement. Clean up includes removing all plants, roots, weeds and other debris from bed and leaving the bed in a smoothly raked condition.
5. **Compost**: Gardeners will place any organic waste, such as weeds, dead plants or rotten produce in the compost pile designated by the District.
6. **Pets**: Gardeners may not bring any pets or animals into the Garden, including for burial.
7. **Fires**: Gardeners may not start or maintain a campfire, burn weeds, use a grill, or cook in the Garden.
8. **Music**: Gardeners may not play music unless headphones are used. The District may play music for District sponsored events.
9. **Mulch**: Plastic mulches and rubber mulches are prohibited.
10. **Fertilizer/Pesticides**: The applications of organic or natural insecticides, pesticides, herbicides, weed killers, fungicides, or weed repellants are allowed in the Garden. Non-organic or non-natural chemical applications are prohibited. The District reserves the right to prohibit use of any chemicals deemed harmful in the Garden.
11. **Alcohol And Drugs:** No alcohol or illegal substances may be consumed on the entire site. Gardeners may not bring alcohol or illegal substances onto garden premises. Gardeners may not come into the garden while under the influence of alcohol or illegal substances. No illegal substances may be grown in the garden. Notwithstanding the foregoing, the District may allow alcohol consumption in the Garden during District-sponsored events.
12. **Suspension of Privileges:** Gardeners may lose their rights to participate in the Garden if they fail to comply with these Garden Policies. The District may also provide written notice to the Gardener of the Gardener's failure to comply with any of the Garden Policies (the

"Violation Notice"). The Gardener will have five (5) business days from receipt of the Violation Notice to correct the violation. If the violation is not corrected to the District's satisfaction within five (5) days after the District delivers the Violation Notice, the District may, at its discretion, terminate the Gardener's right to participate in the Garden.

NANNY/AU PAIR/CAREGIVER POLICY:

1. Any ~~resident~~Resident who has hired a Nanny/Au Pair/Caregiver to care for their children and would like the Nanny/Au Pair/Caregiver to utilize the District Facilities must first register their Nanny/Au Pair/Caregiver with the Resident Services Coordinator.
2. The Nanny/Au Pair/Caregiver must provide valid government-issued photo identification when entering District Facilities.
3. A Nanny/Au Pair/Caregiver may only access District Facilities when accompanied by the children in their care and/or the ~~resident~~Resident who registered them.

GRANDPARENT POLICY:

A Grandparent designation may be requested by any ~~resident~~Resident of the District. The Grandparent designation will allow legal grandchildren, up to the age of 18, to accompany the ~~resident~~Resident to the District Facilities without the use of a guest pass. The ~~resident~~Resident must accompany the grandchildren at all times.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and Guest, as a condition of use of the District Facilities, shall assume sole responsibility for their property.

The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the District Facilities, whether in lockers or elsewhere.

No person shall remove from the District Facilities premises any property or furniture belonging to the District or its contractors without proper authorization.

Patrons shall be liable for any property damage and/or personal injury at the District Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, his/her family member, or his/her Guests.

The District reserves the right to pursue any and all legal actions and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, Guest, or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the District Facilities' premises, District Facilities' premises, shall do so at his or her own risk, and shall indemnify, defend, and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents from and against any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents.

Any Patron or Guest shall have, owe, and perform the same obligation to the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.

Should any party bound by these District Facility Policies bring suit against the District, the Board, the District Manager, Amenity Management, or their respective employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter related to the use of District Facilities, and fail to obtain judgment therein against the District, the Board, the District Manager, Amenity Management, or their respective employees, representatives, contractors or agents, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit, including reasonable court costs and attorney's fees through all appellate proceedings.

INDEMNIFICATION

Each organization, group or individual reserving the use of the District Facilities agrees to indemnify and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the District's Facilities and ~~property~~District Property, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents shall not be liable for, and the Patron or Guest shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's Facilities and ~~property~~District Property.

SUSPENSION AND TERMINATION OF ~~ADULT~~DISTRICT FACILITY PRIVILEGES
Please refer to **Addendum C** for information on suspension and termination of privileges.

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NATURAL BUFFER AREAS POLICY STATEMENT
The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the District. The policy statement is consistent with the policies of other governments including St. John's County, and the St. Johns River Water Management District ("SJRWMD") as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow nature to take its normal course. Vegetation that dies including but not limited to trees are left to fulfill its role in nature's process.

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the District and all required permits from all authorities having jurisdiction including St. John's County and SJRWMD. Such abutting property owner must initially contact the District for permission to address the removal

or remediation of the threatening situation and shall then be responsible for any needed permitting or review by St. John's County and SJRWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

The District Facility Policies of the Trout Creek Community Development District were adopted by the Board on April 5, 2016 and last amended on ~~March 26~~April 23, 2026 and May 28, 2026. The District Facility Policies are subject to change. Questions or comments in connection with the District Facility Policies should be submitted to the District Manager, Trout Creek CDD, 250 International Pkwy, Ste. 208, Lake Mary, FL 32746.

ACKNOWLEDGEMENT

I hereby acknowledge receipt of the Trout Creek Community Development District Facility Policies and agree to abide by the terms and conditions contained therein and by such future terms and conditions as may be approved by the Trout Creek Community Development District's Board of Supervisors. I understand that I have the right to refuse consent for the use of my image, and I may opt out of photo/video consent by notifying the District in writing. I further consent to the District's use of any pictures (video or print) for promotional purposes in connection with any District event or activity. I understand that I have the right to revoke this consent at any time by providing written notice to the District Manager.

Print Name: _____

Address: _____

_____

Signature: _____

_____

Amenity and Guest Fees - Addendum A

(Adopted at the May 28, 2026 Public Hearing)

Non-Resident Annual User Fee	$3005 - $5,000 Per ~~Person~~Household
Additional or Lost Patron Identification	$30 Per Card/Fob
Renter Privileges	$30 Per Card/Fob
E-Bike Safety Course	$0 - $25.00
Golf Cart Registration Fee	$0 - $50.00

Guest Privileges	Restrictions	Pass Privileges
Daily Guest Pass- • 12 guest passes can be purchased for a fee of $75 • A Daily Guest Pass can be purchased by Patrons for a fee of $15 per pass •	• Patron will need to sign in and accompany their ~~guests~~Guests at the pool gate	• Use of pools, fitness, and tennis facilities. • Excludes Bird's Nest
Weekly Houseguest Pass • A Houseguest is defined as a guest who resides more than 40 miles outside the District boundaries and is a short-term overnight visitor; • A Houseguest may purchase a pass for weekly admission to the District Facilities for a fee of $50 per person. • This pass is valid for seven (7) calendar days starting with the day of purchase.	• Houseguests do not need to be accompanied by a Patron; • Each Houseguest is limited to two (2) or more Houseguest Passes per year based on availability.	• Includes use of pools, fitness and tennis facilities;

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Rental Fees - Addendum B

(Adopted at the May 28, 2026 Public Hearing)

Facility	Deposit		~~Current~~ Patron Rate	~~Proposed Patron Rate~~	Other
Kayak Club Room Monday - Thursday	$205 $505 if alcohol is served – Additional proof of insurance required	~~$55 per hour Min. 2 hr. rental Max 4 hrs~~	$85 per hour Min. 2 hr. rental Max 4 hrs		• Patrons may make reservations up to six months in advance • This rental does not allow ~~guests~~Guests to utilize the pool, Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 75 persons
Kayak Club Room Friday, Saturday and Sunday Saturday and Sunday	$205 $505 if alcohol is served – Additional proof of general liability insurance with minimum coverage of $1,000,000 per	~~$80 per hour Min. 2 hr. rental Max. 4 hrs~~	$125 per hour Min. 2 hr. rental Max. 4 hrs		• Patrons may make reservations up to six months in advance • This rental does not allow ~~guests~~Guests to utilize the pool, Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 75 persons

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	occurrence naming the District as an additional insured is required when alcohol is served. insurance required.			
Shearwater Pavilion	$205	~~$55 per hour Min. 2 hr. rental Max 4 hrs~~	$75 per hour Min. 2 hr. rental Max 4 hrs	• Patrons may make reservations up to six months in advance • Up to 15 ~~guests~~Guests allowed entry to the pool when approved in writing by the Resident Services Coordinator in his or her sole discretion • This rental does not allow ~~guests~~Guests to utilize the Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 20 persons
Kayak Outpost	$205	~~$55 per hour Min. 2 hr rental Max 4 hrs~~	$100 per hour Min. 2 hr rental Max 4 hrs	• Patrons may make reservations up to six months in advance • Not available on designated holiday weekends • Maximum Occupancy: 129 persons
Conference Room	$205	~~$30 per hour Min. 2 hr. rental Max 8 hours~~	$50 per hour Min. 2 hr. rental Max 8 hours	• Can only be reserved three months in advance, unless reserved with in conjunction with the Kayak Club Room • Not available on designated holiday weekends • Maximum Occupancy: 10
Community Garden			$50 per bed ~~$50 per bed~~	• Garden beds may be rented on an annual basis (if available)

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Bed Rental				
Golf Cart Registration Fee			$0-$50 per golf cart	
E-bike/ Micromobility Safety Course			$0-$25 per unit per year.	
Promotional Rates				• To best serve its Residents, the District may, in accordance with its rules, at times offer short-term promotion rates and services associated with the use of the District Facilities.

~~Promotional Rates~~			• ~~To best serve its residents, the District may, in accordance with its rules, at times offer short-term promotion rates and services associated with the use of the District Facilities.~~

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Rental Fees - Addendum B

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1. Rental Guidelines
   a. After-Hour rentals may incur an additional charge for staffing, the amount of which shall be determined by the District and communicated to the Patron at the time of reservation.
   b. Reservations for rentals can be made up to six (6) months in advance.
   c. Reservations for rentals must be made and paid for by Patrons within the District. The deposit is due at the time of reserving space.
   d. The designated rental time period is inclusive of set up and clean-up time.
   e. The volume of live or recorded music must not violate applicable St. Johns County noise ordinances or unreasonably interfere with residents' enjoyment of their homes, as determined by District staff in their sole discretion.
   f. Proof of liability insurance acceptable to the Amenity Staff.
   g. The District retains the right to reserve and use any District facility for District-related or District-sponsored meetings, events, or activities at any time.
   h. The rental fee is due thirty (30) days prior to the event, unless the event is booked within a shorter time period, in which case the fee would be due at the time of booking.

2. Holiday Rentals are not available on the following:
   a. Designated Holidays:
      i. Christmas Eve
      ii. Christmas Day
      iii. Thanksgiving
      iv. Independence Day
      v. Memorial Day
      vi. Labor Day
      vii. Easter
      viii. New Year's Eve
      ix. New Year's Day
      x. Specific Federal Holiday weekends based on availability

3. Reoccurring Rentals
   a. Each Patron may rent the Kayak Club Room facilities a maximum of six (6) times per calendar year, but only four (4) times per calendar year on weekends (Friday through Sunday).

4. Deposits & Damages
   a. To receive a refund of the security deposit within thirty (30) days after the rental event, the Patron must properly complete all items on the Kayak Club Room Cleanup Sheet and return all keys and access cards to District Management.
   b. Patron is responsible for the actual cost of all damage to District ~~property~~Property, even if it exceeds the amount of the security deposit. The District may pursue collection of such damages through all available legal remedies, including but not limited to suspension of District Facility privileges until payment is received in full.
   c. Additional costs will be billed to the Patron's address on file and must be paid within thirty (30) days of the invoice date. Failure to pay within this period will result in (i) suspension of all District Facility privileges until payment is received in full, (ii) assessment of interest at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or the maximum rate permitted by Florida law, whichever is

less, and (iii) the District's right to pursue all available legal remedies for collection, including recovery of reasonable attorneys' fees and costs.

5. Cancellations

   a. If the Patron wishes to cancel their rental event, the cancellation must be communicated to the District in writing no later than thirty (30) days prior to the scheduled event date. Written cancellation must be delivered to the District Management office during normal business hours or sent via certified mail, return receipt requested.

   b. If the event is cancelled less than thirty (30) days from the rental event, the Patron shall forfeit one hundred percent (100%) of the security deposit.

Suspension and Termination of District Facility Privileges - Addendum C

DISCIPLINARY PROCEDURES

1. Grounds for Suspension or Termination

Privileges at the District Facilities shall be subject to suspension or termination if a Patron or Guest:

a. ~~a.~~ Submits false information on the application for a ~~Resident~~Patron Identification or Guest registration form;
b. ~~b.~~ Permits unauthorized use of a ~~Resident~~Patron Identification or Guest Passes, or fails to supervise ~~guests~~Guests. Patrons are responsible for the conduct of their ~~guests~~Guests and family members, and violations committed by a Patron's ~~guest~~Guest or family member may be attributed to the sponsoring Patron for purposes of progressive discipline under this policy;
c. ~~c.~~ Exhibits unsatisfactory behavior, including but not limited to conduct that disrupts other Patrons' use and enjoyment of the facilities, violates health and safety standards, or creates a nuisance, as reasonably determined by the District and/or Amenity Management and as described herein;
d. ~~d.~~ Fails to abide by the Rules and Policies established for the use of District Facilities;
e. ~~e.~~ Treats the personnel or employees of the District and/or Amenity Management in an unreasonable or abusive manner, including but not limited to use of profanity directed at staff or other Patrons in a threatening or harassing manner, verbal assault, physical assault, or the threat of verbal or physical assault; or
f. ~~f.~~ Engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the District and/or Amenity Management.

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2. Progressive Discipline

This Section governs lower-level policy violations that do not independently trigger an immediate suspension under Section 3. Conduct that meets any of the criteria in Section 3 is handled exclusively under that Section and does not begin with a written warning. For all other violations, the following three-step sequence applies to all Patrons and Guests, adults and minors alike.

For minors, all written notices shall also be delivered to the minor's parent or legal guardian at the address on file. Parents and legal guardians are responsible for the conduct of their minor children at all times.

District and/or Amenity Management may at any time restrict or suspend any Patron's or Guest's privileges when necessary to protect the health, safety, and welfare of other Patrons and their Guests, to prevent unauthorized use of the District's Facilities, or to protect the District's Facilities from damage. Any such restriction or suspension must be documented in writing and notice provided to the affected Patron either in person, by email to the address on file, or by certified mail to the address on file.

The following progressive discipline process applies to all Patrons and Guests, including both adults (18 years of age or older) and minors (under 18 years of age). Parents and legal guardians are responsible for the conduct of their minor children at all times and may be held accountable under this policy for violations committed by a minor in their charge. Conduct listed in Section 3 bypasses this three-step sequence and is addressed directly under that section; however, once served, an immediate suspension under Section 3 counts as one offense in this progressive sequence. If a first-offense written notice is already on file, the completed immediate suspension is recorded as a second offense, and any subsequent violation, whether under this Section or Section 3, will proceed at the next step in the sequence.

a. ~~a.~~ *First Offense*: Written notice and explanation of the violation delivered to Patron (in person, by email, or by certified mail) and a copy filed in the Community Director's office at the Kayak Club. For minors, written notice shall also be delivered to the minor's parent or legal guardian. The Patron, or, for a minor, the parent or legal guardian, will have five (5) business days from receipt to provide a written response explaining any mitigating circumstances.
b. ~~b.~~ *Second Offense*: Automatic suspension of all District Facilities privileges for thirty (30) days. Written notice delivered and filed as described above. For minors, the Community Director or District Manager may additionally require a meeting with the parent or legal guardian prior to the minor's return to District Facilities.
c. ~~c.~~ *Third Offense*: Immediate suspension of all District Facilities privileges until the next Board of Supervisors meeting. Written notice delivered and filed as above. At the Board meeting, the record of all previous offenses will be presented for consideration of termination of Patron's privileges for up to one (1) calendar year (or shorter period at the Board's discretion). Written notice of the Board's decision will be delivered to Patron and/or parent or legal guardian thereafter.

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3. Immediate Suspension & Removal

This Section operates independently of the progressive discipline process in Section 2. No prior offense history, written warning, or notice is required. Any Patron or Guest who engages in the conduct described below is subject to immediate removal from District Facilities and suspension of no less than seven (7) days, regardless of whether they have any prior offenses on file. The Board Chair, District Manager, and Community Director each have independent authority to impose an immediate suspension under this Section.

Conduct triggering immediate suspension includes, but is not limited to:

a. ~~a.~~ Physical assault, battery, or fighting; threatening or menacing conduct toward any person on District ~~property~~Property; verbal assault or the direct threat of physical harm directed at District Staff, another Patron, or any Guest;
b. ~~b.~~ Use of profanity, slurs, or harassing language directed at District Staff, another Patron, or any Guest in an aggressive or threatening manner;
c. ~~c.~~ Harm or threat of harm to District Facilities, equipment, or property, including but not limited to destruction or vandalism;

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d. ~~d.~~ Willful and repeated refusal to comply with a lawful, direct instruction from the Board Chair, District Manager, Community Director, or Amenity Management staff, after having been given a clear opportunity to comply; or

e. ~~e.~~ Entering or using District Facilities while visibly intoxicated or under the influence of illegal substances, or possessing alcohol outside of areas designated for alcohol consumption.

If the Board Chair, District Manager, or Community Director determines a suspension exceeding thirty (30) days is warranted, the Patron shall be provided notice and an opportunity to be heard before the Board prior to any such suspension becoming effective. An immediate suspension under this Section bypasses the first-offense written notice step in Section 2 and counts directly as one offense in the progressive discipline sequence. Upon completion of the suspension, the Patron's offense record is updated accordingly

An incident report will be generated and filed in the Community Director's Office at the Kayak Club. Should a Patron continue to engage in inappropriate behavior following issuance of an immediate suspension, that Patron shall forfeit all District Facility privileges until the next Board of Supervisors meeting. District and/or Amenity Management may additionally recommend termination of privileges for a period of six (6) months or more.

The Board of Supervisors retains ultimate authority over all suspension and termination decisions and may modify, reduce, or extend any suspension imposed by District Management or the Community Director.

Notwithstanding the foregoing, if a Patron is arrested for an act committed or allegedly committed while on District ~~property~~Property, that Patron shall have all District Facilities privileges immediately suspended pending a hearing before the Board at its next regularly scheduled meeting. The Patron shall receive written notice of the suspension, the right to appear and be heard before the Board, and the right to be represented by counsel. If criminal charges are dismissed or the Patron is acquitted, the Patron may petition the Board for immediate reinstatement of privileges. If the Patron is convicted, the Board may impose suspension for a period it deems appropriate based on the severity of the offense. For felony convictions or convictions for violent crimes, crimes against children, sexual offenses, or other crimes the Board determines pose a serious threat to safety and welfare, the Board may impose permanent suspension or suspensions exceeding one calendar year; any such decision must be supported by written findings of fact and conclusions of law. Written notice of the Board's decision will be provided to the Patron.

Utilizing the District Facilities during a suspension period, whether as a Guest or Patron, constitutes trespassing and may result in a citation issued by the St. John's County Sheriff's Office and/or additional disciplinary action. Attempts to gain access using false, forged, or another person's ~~Resident~~Patron Identification will result in suspension of that cardholder's privileges for fifteen (15) days and may result in referral to law enforcement for potential criminal charges.

4. Identification of Offenders

The following rules govern the identification of the responsible party for purposes of applying discipline under Sections 2 and 3:

a. ~~a.~~ *Identified Offenders:* If the individual who committed the offense is positively identified, discipline shall be applied solely to that individual in accordance with the applicable section.

b. ~~b.~~ *Unidentified Offenders within a Household:* If District and/or Amenity Management can confirm that an offense was committed by someone residing in or visiting a specific household but cannot identify the specific individual, the District Facility privileges of the entire household will be suspended until the next Board of Supervisors meeting. The suspension will remain in effect unless and until the household identifies the specific offending individual to Management, at which time the suspension will be lifted from the household and transferred solely to that individual, who will then be subject to the applicable discipline under Section 2 or Section 3.

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5. Suspension Effective Date

The effective date of suspension is the date of written notice. All calendar days (including weekdays and weekends) count toward the total suspension period. Upon expiration, privileges shall be automatically reinstated unless, prior to expiration, the District provides written notice of additional grounds for continued suspension. For suspensions or terminations of one (1) year or longer, the Patron must submit a written request for reinstatement to the District Manager at least thirty (30) days prior to expiration. The Board may, in its discretion, require the Patron to appear and demonstrate rehabilitation and willingness to comply with all District ~~policies~~Policies as a condition of reinstatement.

6. Appeal Process

Any Patron has the right to appeal a suspension or termination to the Board of Supervisors. The party subject to suspension or termination may file a written notice of appeal with the District Manager within five (5) business days from receipt of the written notice. A timely appeal shall stay any suspension of seven (7) days or less pending the Board's decision. Appeals of suspensions exceeding seven (7) days or terminations shall not be stayed pending appeal unless the Board Chair or District Manager determines a stay is appropriate. The appeal shall be heard at the next regularly scheduled Board meeting occurring at least fourteen (14) days after receipt of the notice of appeal.

The appellant, and parental guardian if the appellant is a minor, must be physically present or represented by counsel at the appeal hearing. The District shall provide the appellant with at least ten (10) days' advance written notice of the date, time, and location.

Upon Board action on an appeal, the Board's decision shall be final and no subsequent appeal will be heard for the same offense. Nothing herein shall limit any party's right to seek judicial review in a court of competent jurisdiction as provided by Florida law.

Addendum D - Fishing Ponds

Fishing is only permitted in the following specifically designated ponds located within the Trout Creek Community Development District: Pond E, Pond 3A, Pond A, Pond 7C, Pond 10A, Pond 11C, Pond 11B, Pond 24A, Pond 29A, and Pond 29B. Fishing in all other ponds within the District is strictly prohibited.

~~[Insert updated map]~~

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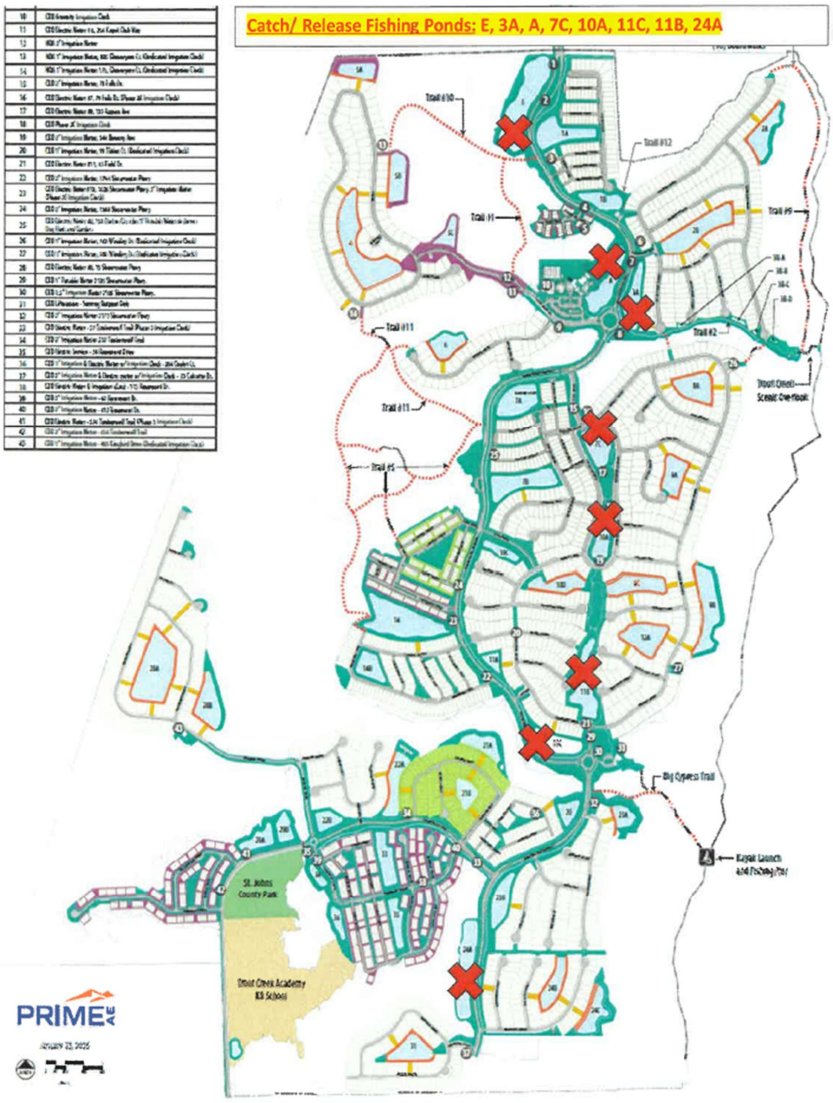
Catch/ Release Fishing Ponds: E, 3A, A, 7C, 10A, 11C, 11B, 24A
Trail #10
Trail #12
Trail #1
Trail #9
Trail #11
Trail #2
Trail #11
Trail #5
Trout Creek Scenic Overlook
Big Cypress Trail
Kayak Launch
St. Johns County Park
Trout Creek Academy K8 School
PRIME

Addendum E – Golf Cart Registration

~~IDEMNIFICATION~~INDEMNIFICATION, HOLD HARMLESS, AND CERTIFICATIONS

By submitting this Registration and Use Agreement, I, _____ ("**Cart Owner**"), hereby certify that the above information is true and correct and agree to assume full responsibility for the operation of my personal golf cart (the "**Cart**") within the Trout Creek Community Development District (the "**District**"). I further agree to accept full responsibility for (1) the operation of the Cart and for (2) liability that may arise from ownership and operation by both myself and others that I have authorized to operate the Cart, as well as my passengers, within the District's boundaries.

I further agree to the following:

1. The Cart shall be used on the District ~~property~~Property solely by those persons included in this Registration Form.

2. The Cart must be approved each year by the District as complying with appearance and other standards that may be set from time to time by the District and in accordance with the Use Policies, as applicable. Said inspection is in no way for the safety ~~and~~ or reliability of the Cart.

3. All drivers of the Cart must ~~provide proof~~comply with the operator-credential requirements of § 316.212(7), Florida Statutes: operators under 18 must possess a valid ~~driver's~~learner's driver license ~~to the District~~or valid driver license, and ~~will further~~operators 18 or older must possess a valid government-issued photographic identification. All drivers must also provide proof of completion of a District-approved safety training course relating to operation of the Cart.

4. Cart Owner acknowledges they have reviewed the *Trout Creek Community Development District Rules, Policies & Rates for Usage for All District Facilities* ("Use Policies"). Cart Owner agrees that the Cart shall be operated in a safe and prudent manner and in accordance with all government regulations, including but not limited to Ordinance 2018-42, and in accordance with the Use Policies.

5. The Cart Owner and any such other person shall use the Cart at his or her own risk, and shall reimburse the District for all damages the District may sustain by reason of the Cart's condition, maintenance, or use, including, without limitation, damage to other golf carts and any property of the District.

6. The Cart Owner agrees to hold the District, FCS Management Group/Vesta District Services and all related and affiliated companies of each, and the officers, directors, supervisors, employees, agents, representatives, successors and assigns of each of the foregoing entities (together, the "Indemnitees") harmless from any and all liabilities, damages, claims, losses, costs, or harm of any kind arising out of or in connection with the operation of my golf cart vehicle by myself or anyone else who is operating my golf cart. The Cart Owner acknowledges that ~~motorized vehicles~~golf carts are dangerous and pose a risk of injury or death and agree that they have assumed the risk of operating the Cart within the boundaries of the District.

7. This Agreement shall remain valid if the Cart Owner remains a resident of the Trout Creek Community Development District~~, is in good standing with the District, and maintains a valid Certificate of Insurance which meets the requirements of paragraph 7, above, that is on file~~ and is in good standing with the District.

8. Maintenance of the Cart is the responsibility of the Cart Owner.

9. The District's Use Policies are hereby made a part of this Agreement. Violations of the District's Use Policies, or rules and regulations may result in the revocation of private golf cart privileges, amenity usage privileges and/or a suspension or termination ~~of~~ pursuant to the District's rules and policies.

10. The waiver by the District of any breach of a term or provision of this Agreement, or of the District's Use Policies shall not be construed as a waiver of any continuing or succeeding breach of such term or provision, a waiver of the provision itself, or a waiver of the right, power or remedy under this Agreement or the District Use Policies.

11. Nothing herein shall be considered a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute.

This Agreement applies solely to golf carts as defined under Florida Statute § 320.01(22~~) —~~): a motor ~~vehicles~~ vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 ~~mph.~~ miles per hour. Golf carts operated in accordance with § 316.212 are exempt from ~~the~~chapter 320 registration and license plate requirements ~~of Chapter 320~~ pursuant to § 320.105~~.~~, and they are not titled under chapter 319 because § 319.20 limits the chapter 319 title regime to vehicles required to be registered and licensed. Low-Speed Vehicles as defined under § 320.01(41) are a distinct vehicle classification subject to independent registration, titling, and PIP/PDL insurance requirements pursuant to § 316.2122 and § 320.02; they are not golf carts and are not covered by this Agreement. Mopeds as defined under § 320.01(27) are subject to independent registration and license plate requirements ~~pursuant to §~~under §§ 320.08 and 320.0803 and are not covered by this Agreement. Low-Speed Vehicles and Mopeds are not permitted on District ~~property~~Property (except ~~roadways) under this Agreement.~~District Roads).

[Registration form continues on following page]

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TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
GOLF CART REGISTRATION AND USE AGREEMENT

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, some of the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose certain parts of the information you submit to us.

Mr.☐ Mrs.☐ Ms.☐ Dr.☐

Name_____

Home Address_____

~~Marital Status~~

~~Single~~ ☐ ~~Married~~ ☐ ~~Other~~

City, State, Zip_____

Home Phone _____

Email Address _____

Driver's License / Permit # _____State Issued _____

HOUSEHOLD MEMBER INFORMATION

Mr.☐ Mrs.☐ Ms.☐ Dr.☐

Name _____

Driver's License / Permit # _____State Issued _____

Email Address _____Phone_____

CART INFORMATION

Year_____Make _____ Color _____

Decal # _____Electric ___

~~Insurance Company~~ _____ ~~Policy#~~ _____

~~(Provide Proof of Insurance with submission of this Registration Form)~~

CART INFORMATION

Year_____ Make _____ Color _____

Decal # _____Electric_____

~~Insurance Company~~ _____ ~~Policy#~~ _____

~~(Provide Proof of Insurance with submission of this Registration Form)~~

_____ _____ _____

Applicant's Signature Printed Name Date

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Public Records Exemption

Is any of the personal information that you have provided on this form, including, but not limited to, identity, address, and telephone number, exempt from disclosure under Florida law?

☐ **YES** ☐ **NO**

If you checked "YES," please explain which exemption you qualify for:

_____
_____
_____
_____
_____

If you checked "YES," please provide a written and notarized request for maintenance of such exemption to District staff at the following address:

Trout Creek Community Development District
c/o FCS Management Group
250 International Parkway, Suite 208
Lake Mary, FL 32746
Attn: District Manager

I have read and understand the above. I agree to the terms and conditions as stated and acknowledge receipt of the decals from District Staff.

Date: _____ Signature: _____

Print Name: _____

Witness: _____

Print Name: _____

Please fill out the Golf Cart Use Agreement and bring it along with your ~~insurance certificate and~~ proof of completion of the safety operation course to the Amenity Staff Office located at 100 Kayak Way, St. Augustine, FL 32092. Each Golf Cart will have a decal placed on the back of it, and the decals shall be placed by District personnel.

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Return to Agenda Pg. 3

EXHIBIT 24

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

AMENDED POLICY RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

On May 28, 2026, at a duly noticed public meeting, the Board of Supervisors of the Trout Creek Community Development District ("District") adopted the following policies to govern parking and parking enforcement on certain District property ("Policy"). This Policy repeals and supersedes all prior District rules or policies governing the same subject matter.

Section 1. Introduction and Application. The District finds that Vehicles and Vessels (as defined below) parked (as defined below) on certain District property may create hazards and danger to the health, safety, and welfare of District residents, paid users, and the public, and may damage District property. This Policy is intended to provide a means by which the District may address improperly parked Vehicles and Vessels, including by towing/removal, subject to the requirements of applicable law and the procedures in this Policy.

SECTION 2. DEFINITIONS.

A. *Abandoned.* Any Vehicle or Vessel that, for a period of twenty-four (24) hours, has remained in the same location on District property without being moved and without authorization to Park in that location shall be deemed abandoned.

B. *Park / Parking.* To stop, stand, or leave a Vehicle or Vessel, whether attended or unattended, except when stopping temporarily for the purpose of and while actually engaged in loading or unloading persons or property.

C. *Tow-Away Zone.* A designated area on District property (including, where applicable, District-owned or District-controlled roadways and rights-of-way) in which parking is prohibited and in which the District is authorized to initiate towing and/or removal. An area constitutes a Tow-Away Zone only after the District has (i) caused signage to be posted in accordance with section 715.07, Florida Statutes, and Section 5.A of this Policy, and (ii) identified the area as an active Tow-Away Zone on the list maintained on the District's website at https://troutcreekcdd.com/. **Exhibit A** identifies those areas of District property eligible to be designated as Tow-Away Zones.

D. *Vehicle*. Any motor vehicle, trailer, or other wheeled conveyance that is used or capable of being used as a means of transportation on land for persons or property.

E. *Vessel*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

SECTION 3. PARKING ALLOWED ON LIMITED BASIS; PROHIBITION; EXCEPTIONS.

A. *Tow-Away Zones.* All District-owned or District-controlled roadways within the District, together with the additional areas of District property indicated on the map attached hereto as **Exhibit A**, are eligible for designation as Tow-Away Zones. Any such eligible area may become an active Tow-Away Zone subject to towing enforcement under this

Policy only upon (i) installation of signage complying with section 715.07, *Florida Statutes*, and Section 5.A, and (ii) posting of the area as an active Tow-Away Zone on the list maintained on the District's website. Except where expressly designated for Parking (e.g., marked parking spaces or signed parking areas), Vehicles and Vessels may not Park on District property at any time and are subject to towing. Vehicles and Vessels parked in a Tow-Away Zone in the same location in excess of 24 hours are subject to towing as Abandoned vehicles under Section 2.A. Notwithstanding the foregoing, Vehicles may Park for a maximum of five (5) minutes in the sections identified in **Exhibit A**; parking in these areas in excess of five (5) minutes is prohibited. Parking is prohibited at all times on any grassy or landscaped areas on District property, including common areas, pond banks, and areas bordering roadways, unless the District grants a written exception in advance. Any Vehicle or Vessel parked in an area not expressly designated for Parking, or in any grassy or landscaped area, is subject to towing in accordance with this Policy and applicable law. **Any Vehicle parked on District property, including District roads, if any, must do so in compliance with all applicable laws, ordinances, and codes, and shall not block access to driveways, property entrances, fire hydrants, fire lanes, or mailboxes. Vessels shall not be parked on District property without the express written permission of the District and are subject to towing if parked without such permission.**

B. *Abandoned Vehicles and Vessels*. Abandoned Vehicles and Vessels are not permitted to be Parked on District property at any time and are subject to towing at the owner's expense.

C. *Manner of Parking.* Vehicles (and pre-approved Vessels) may not be Parked such that they utilize more than one (1) marked parking space, block access to District property, prevent the safe and orderly flow of traffic, obstruct the ability of emergency vehicles to access roadways or property, cause damage to the District's property, restrict the normal operation of the District's business, or otherwise pose a danger to the District, its residents and guests, the general public, or the property of same.

D. *Exceptions.*

   a. Special Circumstances. District staff may issue a Parking permit to authorize an exception to this Policy for special events or as necessitated by special circumstances, in which case the Parking permit shall be for a limited time and shall be posted on the windshield of the Vehicle or Vessel.

   b. Vendors and Food Trucks. Food Trucks invited to special District events and District vendors performing District business are exempt from this Policy; provided, however, that such Food Trucks and vendors may not Park in a manner which threatens the health, safety, and welfare of District residents and guests, or causes property damage, and are subject to special instructions issued by the District for their Parking.

   c. Delivery Vehicles and Governmental Vehicles. Delivery Vehicles, including, but not limited to, Vehicles associated with U.S.P.S., U.P.S., Fed Ex, moving companies, and District vendors are exempt from this Policy while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also Park on District property while carrying out official duties.

SECTION 4. ENFORCEMENT.

A. *Towing.* Vehicles or Vessels Parked in violation of this Policy may be towed in the District's discretion and in accordance with the requirements and procedures set forth at Section 5 herein.

B. *Amenity Suspension.* The District may, in its discretion, suspend the amenity privileges of the owner or operator of any Vehicle or Vessel Parked in violation of this Policy, in accordance with the District's adopted *Suspension and Termination of Access Rule*.

SECTION 5. TOWING/REMOVAL PROCEDURES.

A. *Signage and Language Requirements.* Signage-provisioned notice will be approved by the District's Board of Supervisors and furnished and installed by the District's authorized towing contractor on District property and roadways in conspicuous locations and in a manner consistent with the requirements of section 715.07, *Florida Statutes.* No Vehicle or Vessel shall be towed pursuant to this Policy from any area that has not been properly posted with signage satisfying the requirements of section 715.07, *Florida Statutes*. The current list of active Tow-Away Zones shall be posted on the District's website and updated as reasonably necessary to reflect changes in signage and designation.

B. *Towing/Removal Authority.* To effect towing/removal of a Vehicle or Vessel, the District Manager, General Manager, Assistant General Manager or such manager's designee will first verify that the subject Vehicle or Vessel was not authorized to Park under this Policy. To the extent that the District has entered into an agreement with an authorized towing service in accordance with Section 5.C., any of the foregoing managers, in his or her sole discretion, may authorize the removal of any such unauthorized Vehicle or Vessel by issuing a separate, written authorization specific to that Vehicle or Vessel to the towing service in a form agreed upon in the towing agreement. The towing service shall not remove any Vehicle or Vessel from District property or District roadways absent such specific, prior written authorization from the District for each individual tow. Any such removal, including towing fees, release fees, storage fees, etc., shall be at the owner's expense. The Vehicle and/or Vessel shall be towed/removed by the towing service in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

C. *Agreement with Authorized Towing Service.* The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a company authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

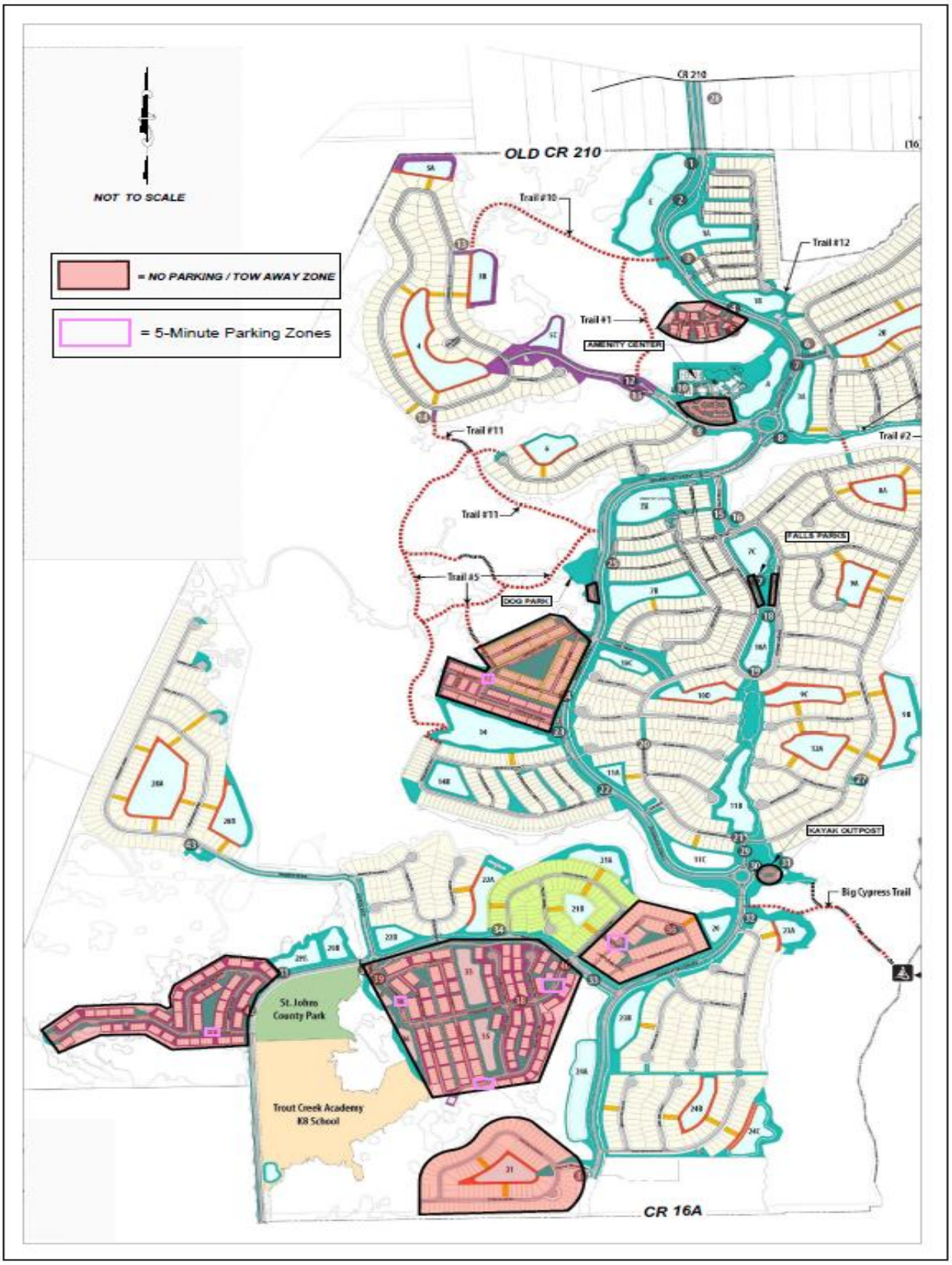
Section 6. Parking At Your Own Risk. Any permitted Parking pursuant to this Policy is at the driver's own risk. The District assumes no liability for any theft, vandalism, and/or damage that might occur to personal property and/or Vehicles or Vessels. Parking is subject to all applicable St. Johns County laws, ordinances, and regulations, and law enforcement may take action to enforce all such laws, ordinances, and regulations.

Section 7. Amendments. Designated Amenity Parking areas may be added to or removed from this Policy without a formal hearing by motion of the District's Board of Supervisors, subject to installation of proper signage, adoption of a new map, and compliance with all other requirements of Florida law. Requirements of this Policy may be suspended by the District's Board of Supervisors or by the District Manager for good cause. At the direction of the Board of Supervisors, the District Manager, General Manager, or Assistant General Manager (or such manager's designee) is authorized to activate or deactivate specific Tow-Away Zones within the eligible areas identified in Section 3.A and Exhibit A by causing (i) installation or removal of signage in accordance with Section 5.A, and (ii) corresponding updates to the active Tow-Away Zone list maintained on the District's website. No further Board action shall be required to implement Board-directed activation or deactivation of specific zones.

Exhibit A: Parking Map

Specific Authority: §§ 190.011(5), 190.012(2)(d), and 190.041, *Fla. Stat.*
Effective date: May 28, 2026

EXHIBIT A
AREAS ELIGIBLE FOR DESIGNATION AS TOW-AWAY ZONES



Return to Agenda Pg. 3

EXHIBIT 25

RESOLUTION 2026-___

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; ADOPTING AMENDED AMENITY DISCIPLINARY RULES; ADOPTING AMENITY RATES, FEES AND CHARGES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Trout Creek Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, which owns, operates and maintains, or anticipates owning, operating and maintaining, certain amenity facilities and other public facilities (collectively, "Amenity Facilities"); and

WHEREAS, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with Florida law, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board also desires to adopt amended rules relating to the suspension and/or termination of patrons' rights to utilize the Amenity Facilities; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the *Suspension and Termination of Access Rule* ("Disciplinary Rule"), which is attached hereto as **Exhibit B** and incorporated herein by this reference, for immediate use and application; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the amended fee schedule, which is attached hereto as **Exhibit C** and incorporated herein by this reference, for immediate use and application ("Fee Schedule"); and

WHEREAS, the Board finds that the Fee Schedule outlined in **Exhibit C** is just and equitable having been based upon (i) the amount of service furnished; (ii) the cost of providing such services and facilities; and (iii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development, ratemaking, and rule and rate adoption, including without limitation the requirements of Sections 120.54 and 190.035, *Florida Statutes*, and the holding of public hearings thereon.

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

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

SECTION 2. The Amended and Restated Rules of Procedure set forth in **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Amended and Restated Rules of Procedure shall stay in full force and effect until such time as the Board may amend these rules in accordance with Chapters 120 and 190, *Florida Statutes*.

SECTION 3. The amended Disciplinary Rule set forth in **Exhibit B** is hereby adopted pursuant to this Resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes.*

SECTION 4. The amended Fee Schedule set forth in **Exhibit C** is hereby adopted pursuant to this Resolution as necessary for the conduct of District business and the Board of Supervisors hereby finds the rates, fees and charges contained in the Fee Schedule as reasonable, just, equitable and in the District's best interests. The Fee Schedule shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

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

PASSED AND ADOPTED this 28th day of May, 2026.

ATTEST:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure
Exhibit B: Disciplinary Rule
Exhibit C: Fee Schedule

EXHIBIT A:
AMENDED AND RESTATED RULES OF PROCEDURE

[BEGINS AT FOLLOWING PAGE]

RULES OF PROCEDURE
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF MAY 28, 2026

TABLE OF CONTENTS

Rule 1.0 General. 2

Rule 1.1 Board of Supervisors; Officers and Voting. 3

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination. 7

Rule 1.3 Public Meetings, Hearings, and Workshops. 10

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse 15

Rule 2.0 Rulemaking Proceedings. 16

Rule 3.0 Competitive Purchase. 22

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act. 27

Rule 3.2 Procedure Regarding Auditor Selection. 31

Rule 3.3 Purchase of Insurance. 35

Rule 3.4 Pre-qualification 37

Rule 3.5 Construction Contracts, Not Design-Build. 43

Rule 3.6 Construction Contracts, Design-Build. 47

Rule 3.7 Payment and Performance Bonds. 52

Rule 3.8 Goods, Supplies, and Materials. 53

Rule 3.9 Maintenance Services. 57

Rule 3.10 Contractual Services. 60

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9. 61

Rule 4.0 Effective Date. 64

Rule 1.0 General.

(1) Trout Creek -Community Development District ("District") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules ("Rules") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District ("Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

(b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.

(4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.

(6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board

member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

(c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

(d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

(a) Agenda packages for prior twenty-four (24) months and next meeting;

(b) Official minutes of meetings, including adopted resolutions of the Board;

(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;

(d) Adopted engineer's reports;

(e) Adopted assessment methodologies/reports;

(f) Adopted disclosure of public financing;

(g) Limited Offering Memorandum for each financing undertaken by the District;

(h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;

(i) District policies and rules;

(j) Fiscal year end audits; and

(k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include, but are not limited to, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules

is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

(3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

(4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of $0.15 per page for one-sided copies and $0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar ($1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified and available to perform the labor, taking into account the nature and volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory, clerical and/or legal staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars ($25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional

payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

(5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

(6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

(7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to their affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language: "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 three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Howard McGaffney, hmcgaffney@cddmanagers.com, 250 International Parkway, Suite 208, Lake Mary, FL 32746, (321) 263-0132. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

(e) The following or substantially similar language: "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."

(f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District's website at least seven (7) days before each meeting, hearing, or workshop.

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval ("Meeting Materials"). Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format, or similar format, in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comment
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports
    (a) District Counsel
    (b) District Engineer
    (c) District Manager
        1. Financial Report

2. Approval of Expenditures
Supervisor's requests and comments
Adjournment

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside a three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.

(11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

(a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

(b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

(a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1), *Florida Statutes*; and
(b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
(c) Support economical and efficient operations; and
(d) Ensure reliability of financial records and reports; and
(e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ("Rule"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

(b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District's statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

statement has been prepared pursuant to Section 120.541(2), *Florida Statutes*, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

(a) The text of the proposed rule, or any amendment or repeal of any existing rules;

(b) A detailed written statement of the facts and circumstances justifying the proposed rule;

(c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and

(d) The published notice.

(7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that it is necessitated by immediate danger to the public health, safety, or welfare which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule provided that such procedure protects the public interest and complies with applicable law and these provisions.

(9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may

be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

(a) The texts of the proposed rule and the adopted rule;

(b) All notices given for a proposed rule;

(c) Any statement of estimated regulatory costs for the rule;

(d) A written summary of hearings, if any, on the proposed rule;

(e) All written comments received by the District and responses to those written comments; and

(f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

(a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.

(c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

(e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

(i) Administer oaths and affirmations;

(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

(v) Make or receive offers of settlement, stipulation, and adjustment.

(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(12) Variances and Waivers. A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.
Law Implemented: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

(1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

(a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars ($2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars ($200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

(d) "Design-Build Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.

(e) "Design-Build Firm" means a partnership, corporation or other legal entity that:

(i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

(f) "Design Criteria Package" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(g) "Design Criteria Professional" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

(i) "Invitation to Bid" is a written or electronically posted solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

(j) "Invitation to Negotiate" means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.

(k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.

(l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

(m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:

(i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;

(ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

(o) "Request for Proposals" or "RFP" is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.

(q) "Responsive Bid," "Responsive Proposal," "Responsive Reply," and "Responsive Response" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0992, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

(1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

(2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

(a) Hold all required applicable state professional licenses in good standing;

(b) Hold all required applicable federal licenses in good standing, if any;

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

(i) The ability and adequacy of the professional personnel employed by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant's past performance;

(iv) The willingness of each consultant to meet time and budget requirements;

(v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required 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." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

(a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

(iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

(4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and

place for submitting proposals.

(6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed at least seven (7) days in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, relevant business presence and capability to service the District's needs, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be

awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall

include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

i. One of the circumstances specified under Section 337.16(2), *Florida Statutes*, has occurred.

ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status

shall remain suspended, revoked, or denied until the documents are furnished.

viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

xii. The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

xiii. Any other circumstance constituting "good cause" under Section 337.16(2), *Florida Statutes*, exists.

(b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or

revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.

(f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

i. Impacts on project schedule, cost, or quality of work;

ii. Unsafe conditions allowed to exist;

iii. Complaints from the public;

iv. Delay or interference with the bidding process;

v. The potential for repetition;

vi. Integrity of the public contracting process;

vii. Effect on the health, safety, and welfare of the public.

(g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) <u>Reapplication and Reinstatement</u>

(a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for

reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

(b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.

(c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

(a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.

(b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.

(c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

Rule 3.5 Construction Contracts, Not Design-Build.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of competent jurisdiction of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years shall be deemed ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the

bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.

(6) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board

that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards

and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

    a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

    b. Hold all required applicable federal licenses in good standing, if any;

    c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

    d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

(3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

(1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding $200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five percent (5%). If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, , or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

(5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

(1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, hand delivery, or email with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) calendar days from receipt of the recommended order in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the B**i**ds, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective May 28, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

EXHIBIT B:
DISCIPLINARY RULE

[BEGINS AT FOLLOWING PAGE]

Suspension and Termination of District Facility Privileges - Addendum C

DISCIPLINARY PROCEDURES

1. Grounds for Suspension or Termination

Privileges at the District Facilities shall be subject to suspension or termination if a Patron or Guest:

a. Submits false information on the application for a Patron Identification or Guest registration form;
b. Permits unauthorized use of a Patron Identification or Guest Passes, or fails to supervise Guests. Patrons are responsible for the conduct of their Guests and family members, and violations committed by a Patron's Guest or family member may be attributed to the sponsoring Patron for purposes of progressive discipline under this policy;
c. Exhibits unsatisfactory behavior, including but not limited to conduct that disrupts other Patrons' use and enjoyment of the facilities, violates health and safety standards, or creates a nuisance, as reasonably determined by the District and/or Amenity Management and as described herein;
d. Fails to abide by the Rules and Policies established for the use of District Facilities;
e. Treats the personnel or employees of the District and/or Amenity Management in an unreasonable or abusive manner, including but not limited to use of profanity directed at staff or other Patrons in a threatening or harassing manner, verbal assault, physical assault, or the threat of verbal or physical assault; or
f. Engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the District and/or Amenity Management.

2. Progressive Discipline

This Section governs lower-level policy violations that do not independently trigger an immediate suspension under Section 3. Conduct that meets any of the criteria in Section 3 is handled exclusively under that Section and does not begin with a written warning. For all other violations, the following three-step sequence applies to all Patrons and Guests, adults and minors alike.

For minors, all written notices shall also be delivered to the minor's parent or legal guardian at the address on file. Parents and legal guardians are responsible for the conduct of their minor children at all times.

District and/or Amenity Management may at any time restrict or suspend any Patron's or Guest's privileges when necessary to protect the health, safety, and welfare of other Patrons and their Guests, to prevent unauthorized use of the District's Facilities, or to protect the District's Facilities from damage. Any such restriction or suspension must be documented in writing and notice provided to the affected Patron either in person, by email to the address on file, or by certified mail to the address on file.

The following progressive discipline process applies to all Patrons and Guests, including both adults (18 years of age or older) and minors (under 18 years of age).

Parents and legal guardians are responsible for the conduct of their minor children at all times and may be held accountable under this policy for violations committed by a minor in their charge. Conduct listed in Section 3 bypasses this three-step sequence and is addressed directly under that section; however, once served, an immediate suspension under Section 3 counts as one offense in this progressive sequence. If a first-offense written notice is already on file, the completed immediate suspension is recorded as a second offense, and any subsequent violation, whether under this Section or Section 3, will proceed at the next step in the sequence.

a. *First Offense*: Written notice and explanation of the violation delivered to Patron (in person, by email, or by certified mail) and a copy filed in the Community Director's office at the Kayak Club. For minors, written notice shall also be delivered to the minor's parent or legal guardian. The Patron, or, for a minor, the parent or legal guardian, will have five (5) business days from receipt to provide a written response explaining any mitigating circumstances.
b. *Second Offense*: Automatic suspension of all District Facilities privileges for thirty (30) days. Written notice delivered and filed as described above. For minors, the Community Director or District Manager may additionally require a meeting with the parent or legal guardian prior to the minor's return to District Facilities.
c. *Third Offense*: Immediate suspension of all District Facilities privileges until the next Board of Supervisors meeting. Written notice delivered and filed as above. At the Board meeting, the record of all previous offenses will be presented for consideration of termination of Patron's privileges for up to one (1) calendar year (or shorter period at the Board's discretion). Written notice of the Board's decision will be delivered to Patron and/or parent or legal guardian thereafter.

3. Immediate Suspension & Removal

This Section operates independently of the progressive discipline process in Section 2. No prior offense history, written warning, or notice is required. Any Patron or Guest who engages in the conduct described below is subject to immediate removal from District Facilities and suspension of no less than seven (7) days, regardless of whether they have any prior offenses on file. The Board Chair, District Manager, and Community Director each have independent authority to impose an immediate suspension under this Section.

Conduct triggering immediate suspension includes, but is not limited to:

a. Physical assault, battery, or fighting; threatening or menacing conduct toward any person on District Property; verbal assault or the direct threat of physical harm directed at District Staff, another Patron, or any Guest;
b. Use of profanity, slurs, or harassing language directed at District Staff, another Patron, or any Guest in an aggressive or threatening manner;
c. Harm or threat of harm to District Facilities, equipment, or property, including but not limited to destruction or vandalism;
d. Willful and repeated refusal to comply with a lawful, direct instruction from the Board Chair, District Manager, Community Director, or Amenity Management staff, after having been given a clear opportunity to comply; or

e. Entering or using District Facilities while visibly intoxicated or under the influence of illegal substances, or possessing alcohol outside of areas designated for alcohol consumption.

If the Board Chair, District Manager, or Community Director determines a suspension exceeding thirty (30) days is warranted, the Patron shall be provided notice and an opportunity to be heard before the Board prior to any such suspension becoming effective. An immediate suspension under this Section bypasses the first-offense written notice step in Section 2 and counts directly as one offense in the progressive discipline sequence. Upon completion of the suspension, the Patron's offense record is updated accordingly

An incident report will be generated and filed in the Community Director's Office at the Kayak Club. Should a Patron continue to engage in inappropriate behavior following issuance of an immediate suspension, that Patron shall forfeit all District Facility privileges until the next Board of Supervisors meeting. District and/or Amenity Management may additionally recommend termination of privileges for a period of six (6) months or more.

The Board of Supervisors retains ultimate authority over all suspension and termination decisions and may modify, reduce, or extend any suspension imposed by District Management or the Community Director.

Notwithstanding the foregoing, if a Patron is arrested for an act committed or allegedly committed while on District Property, that Patron shall have all District Facilities privileges immediately suspended pending a hearing before the Board at its next regularly scheduled meeting. The Patron shall receive written notice of the suspension, the right to appear and be heard before the Board, and the right to be represented by counsel. If criminal charges are dismissed or the Patron is acquitted, the Patron may petition the Board for immediate reinstatement of privileges. If the Patron is convicted, the Board may impose suspension for a period it deems appropriate based on the severity of the offense. For felony convictions or convictions for violent crimes, crimes against children, sexual offenses, or other crimes the Board determines pose a serious threat to safety and welfare, the Board may impose permanent suspension or suspensions exceeding one calendar year; any such decision must be supported by written findings of fact and conclusions of law. Written notice of the Board's decision will be provided to the Patron.

Utilizing the District Facilities during a suspension period, whether as a Guest or Patron, constitutes trespassing and may result in a citation issued by the St. John's County Sheriff's Office and/or additional disciplinary action. Attempts to gain access using false, forged, or another person's Patron Identification will result in suspension of that cardholder's privileges for fifteen (15) days and may result in referral to law enforcement for potential criminal charges.

4. Identification of Offenders

The following rules govern the identification of the responsible party for purposes of applying discipline under Sections 2 and 3:

a. *Identified Offenders:* If the individual who committed the offense is positively identified, discipline shall be applied solely to that individual in accordance with the applicable section.
b. *Unidentified Offenders within a Household:* If District and/or Amenity Management can confirm that an offense was committed by someone residing in or visiting a specific household but cannot identify the specific individual, the District Facility privileges of the entire household will be suspended until the next Board of Supervisors meeting. The suspension will remain in effect unless and until the household identifies the specific offending individual to Management, at which time the suspension will be lifted from the household and transferred solely to that individual, who will then be subject to the applicable discipline under Section 2 or Section 3.

5. Suspension Effective Date

The effective date of suspension is the date of written notice. All calendar days (including weekdays and weekends) count toward the total suspension period. Upon expiration, privileges shall be automatically reinstated unless, prior to expiration, the District provides written notice of additional grounds for continued suspension. For suspensions or terminations of one (1) year or longer, the Patron must submit a written request for reinstatement to the District Manager at least thirty (30) days prior to expiration. The Board may, in its discretion, require the Patron to appear and demonstrate rehabilitation and willingness to comply with all District Policies as a condition of reinstatement.

6. Appeal Process

Any Patron has the right to appeal a suspension or termination to the Board of Supervisors. The party subject to suspension or termination may file a written notice of appeal with the District Manager within five (5) business days from receipt of the written notice. A timely appeal shall stay any suspension of seven (7) days or less pending the Board's decision. Appeals of suspensions exceeding seven (7) days or terminations shall not be stayed pending appeal unless the Board Chair or District Manager determines a stay is appropriate. The appeal shall be heard at the next regularly scheduled Board meeting occurring at least fourteen (14) days after receipt of the notice of appeal.

The appellant, and parental guardian if the appellant is a minor, must be physically present or represented by counsel at the appeal hearing. The District shall provide the appellant with at least ten (10) days' advance written notice of the date, time, and location.

Upon Board action on an appeal, the Board's decision shall be final and no subsequent appeal will be heard for the same offense. Nothing herein shall limit any party's right to seek judicial review in a court of competent jurisdiction as provided by Florida law.

EXHIBIT C:
FEE SCHEDULE

Amenity and Guest Fees - Addendum A
(Adopted at the May 28, 2026 Public Hearing)

Non-Resident Annual User Fee	$3005 - $5,000 Per Household
Additional or Lost Patron Identification	$30 Per Card/Fob
Renter Privileges	$30 Per Card/Fob
E-Bike Safety Course	$0 - $25.00
Golf Cart Registration Fee	$0 - $50.00

Guest Privileges	Restrictions	Pass Privileges
Daily Guest Pass- • 12 guest passes can be purchased for a fee of $75 • A Daily Guest Pass can be purchased by Patrons for a fee of $15 per pass •	• Patron will need to sign in and accompany their Guests at the pool gate	• Use of pools, fitness, and tennis facilities. • Excludes Bird's Nest
Weekly Houseguest Pass • A Houseguest is defined as a guest who resides more than 40 miles outside the District boundaries and is a short-term overnight visitor; • A Houseguest may purchase a pass for weekly admission to the District Facilities for a fee of $50 per person. • This pass is valid for seven (7) calendar days starting with the day of purchase.	• Houseguests do not need to be accompanied by a Patron; • Each Houseguest is limited to two (2) or more Houseguest Passes per year based on availability.	• Includes use of pools, fitness and tennis facilities;

Rental Fees - Addendum B

(Adopted at the May 28, 2026 Public Hearing)

Facility	Deposit	Patron Rate	Other
Kayak Club Room Monday - Thursday	$205 $505 if alcohol is served – Additional proof of insurance required	$85 per hour Min. 2 hr. rental Max 4 hrs	• Patrons may make reservations up to six months in advance • This rental does not allow Guests to utilize the pool, Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 75 persons
Kayak Club Room Friday, Saturday and Sunday Saturday and Sunday	$205 $505 if alcohol is served – Additional proof of general liability insurance with minimum coverage of $1,000,000 per occurrence naming the District as an additional insured is required when alcohol is served. insurance required.	$125 per hour Min. 2 hr. rental Max. 4 hrs	• Patrons may make reservations up to six months in advance • This rental does not allow Guests to utilize the pool, Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 75 persons
Shearwater Pavilion	$205	$75 per hour Min. 2 hr. rental Max 4 hrs	• Patrons may make reservations up to six months in advance • Up to 15 Guests allowed entry to the pool when approved in writing by the Resident Services Coordinator in his or her sole discretion • This rental does not allow Guests to utilize the Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 20 persons

Kayak Outpost	$205	$100 per hour Min. 2 hr rental Max 4 hrs	• Patrons may make reservations up to six months in advance • Not available on designated holiday weekends • Maximum Occupancy: 129 persons
Conference Room	$205	$50 per hour Min. 2 hr. rental Max 8 hours	• Can only be reserved three months in advance, unless reserved with in conjunction with the Kayak Club Room • Not available on designated holiday weekends • Maximum Occupancy: 10
Community Garden Bed Rental		$50 per bed	• Garden beds may be rented on an annual basis (if available)
Golf Cart Registration Fee		$0-$50 per golf cart	
E-bike/ Micromobility Safety Course		$0-$25 per unit per year.	
Promotional Rates			• To best serve its Residents, the District may, in accordance with its rules, at times offer short-term promotion rates and services associated with the use of the District Facilities.

Rental Fees - Addendum B

1. Rental Guidelines
    a. After-Hour rentals may incur an additional charge for staffing, the amount of which shall be determined by the District and communicated to the Patron at the time of reservation.
    b. Reservations for rentals can be made up to six (6) months in advance.
    c. Reservations for rentals must be made and paid for by Patrons within the District. The deposit is due at the time of reserving space.
    d. The designated rental time period is inclusive of set up and clean-up time.
    e. The volume of live or recorded music must not violate applicable St. Johns County noise ordinances or unreasonably interfere with residents' enjoyment of their homes, as determined by District staff in their sole discretion.
    f. Proof of liability insurance acceptable to the Amenity Staff.
    g. The District retains the right to reserve and use any District facility for District-related or District-sponsored meetings, events, or activities at any time.
    h. The rental fee is due thirty (30) days prior to the event, unless the event is booked within a shorter time period, in which case the fee would be due at the time of booking.

2. Holiday Rentals are not available on the following:
    a. Designated Holidays:
        i. Christmas Eve
        ii. Christmas Day
        iii. Thanksgiving
        iv. Independence Day
        v. Memorial Day
        vi. Labor Day
        vii. Easter
        viii. New Year's Eve
        ix. New Year's Day
        x. Specific Federal Holiday weekends based on availability

3. Reoccurring Rentals
    a. Each Patron may rent the Kayak Club Room facilities a maximum of six (6) times per calendar year, but only four (4) times per calendar year on weekends (Friday through Sunday).

4. Deposits & Damages
    a. To receive a refund of the security deposit within thirty (30) days after the rental event, the Patron must properly complete all items on the Kayak Club Room Cleanup Sheet and return all keys and access cards to District Management.
    b. Patron is responsible for the actual cost of all damage to District Property, even if it exceeds the amount of the security deposit. The District may pursue collection of such damages through all available legal remedies, including but not limited to suspension of District Facility privileges until payment is received in full.
    c. Additional costs will be billed to the Patron’s address on file and must be paid within thirty (30) days of the invoice date. Failure to pay within this period will result in (i) suspension of all District Facility privileges until payment is received in full, (ii) assessment of interest at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or the maximum rate permitted by Florida law, whichever is

less, and (iii) the District's right to pursue all available legal remedies for collection, including recovery of reasonable attorneys' fees and costs.

5. Cancellations

a. If the Patron wishes to cancel their rental event, the cancellation must be communicated to the District in writing no later than thirty (30) days prior to the scheduled event date. Written cancellation must be delivered to the District Management office during normal business hours or sent via certified mail, return receipt requested.

b. If the event is cancelled less than thirty (30) days from the rental event, the Patron shall forfeit one hundred percent (100%) of the security deposit.

Return to Agenda Pg. 3

EXHIBIT 26

RESOLUTION 2026-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Trout Creek Community Development District (the "**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated within St. Johns County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors of the District (the "**Board**") is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, policies, rates, fees and charges pursuant to Chapter 120, Florida Statutes; and

WHEREAS, the District desires to adopt the *Amended Policy Relating to Overnight Parking and Parking Enforcement* of the District (the "**Parking Rule**"), attached hereto as **Exhibit A** and incorporated herein, pursuant to the provisions of Sections 190.011(5) and 190.035 and Chapter 120, Florida Statutes; and

WHEREAS, the District has properly noticed for rule development and rulemaking regarding the Parking Rule and a public hearing was held at a meeting of the Board on May 28, 2026; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Parking Rule for immediate use and application.

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

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated herein.

SECTION 2. The District hereby adopts the Parking Rule, attached hereto as **Exhibit A**.

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

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

PASSED AND ADOPTED this 28TH day of May 2026.

ATTEST**:**

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

Exhibit A: Amended Policy Relating to Overnight Parking and Parking Enforcement

Exhibit A
Amended Policy Relating to Overnight Parking and
Parking Enforcement

[Begins on following page.]

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

AMENDED POLICY RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

On May 28, 2026, at a duly noticed public meeting, the Board of Supervisors of the Trout Creek Community Development District ("District") adopted the following policies to govern parking and parking enforcement on certain District property ("Policy"). This Policy repeals and supersedes all prior District rules or policies governing the same subject matter.

Section 1. Introduction and Application. The District finds that Vehicles and Vessels (as defined below) parked (as defined below) on certain District property may create hazards and danger to the health, safety, and welfare of District residents, paid users, and the public, and may damage District property. This Policy is intended to provide a means by which the District may address improperly parked Vehicles and Vessels, including by towing/removal, subject to the requirements of applicable law and the procedures in this Policy.

SECTION 2. DEFINITIONS.

A. *Abandoned.* Any Vehicle or Vessel that, for a period of twenty-four (24) hours, has remained in the same location on District property without being moved and without authorization to Park in that location shall be deemed abandoned.

B. *Park / Parking.* To stop, stand, or leave a Vehicle or Vessel, whether attended or unattended, except when stopping temporarily for the purpose of and while actually engaged in loading or unloading persons or property.

C. *Tow-Away Zone.* A designated area on District property (including, where applicable, District-owned or District-controlled roadways and rights-of-way) in which parking is prohibited and in which the District is authorized to initiate towing and/or removal. An area constitutes a Tow-Away Zone only after the District has (i) caused signage to be posted in accordance with section 715.07, Florida Statutes, and Section 5.A of this Policy, and (ii) identified the area as an active Tow-Away Zone on the list maintained on the District's website at https://troutcreekcdd.com/. **Exhibit A** identifies those areas of District property eligible to be designated as Tow-Away Zones.

D. *Vehicle*. Any motor vehicle, trailer, or other wheeled conveyance that is used or capable of being used as a means of transportation on land for persons or property.

E. *Vessel*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

SECTION 3. PARKING ALLOWED ON LIMITED BASIS; PROHIBITION; EXCEPTIONS.

A. *Tow-Away Zones.* All District-owned or District-controlled roadways within the District, together with the additional areas of District property indicated on the map attached hereto as **Exhibit A**, are eligible for designation as Tow-Away Zones. Any such eligible area may become an active Tow-Away Zone subject to towing enforcement under this

Policy only upon (i) installation of signage complying with section 715.07, *Florida Statutes*, and Section 5.A, and (ii) posting of the area as an active Tow-Away Zone on the list maintained on the District's website. Except where expressly designated for Parking (e.g., marked parking spaces or signed parking areas), Vehicles and Vessels may not Park on District property at any time and are subject to towing. Vehicles and Vessels parked in a Tow-Away Zone in the same location in excess of 24 hours are subject to towing as Abandoned vehicles under Section 2.A. Notwithstanding the foregoing, Vehicles may Park for a maximum of five (5) minutes in the sections identified in **Exhibit A**; parking in these areas in excess of five (5) minutes is prohibited. Parking is prohibited at all times on any grassy or landscaped areas on District property, including common areas, pond banks, and areas bordering roadways, unless the District grants a written exception in advance. Any Vehicle or Vessel parked in an area not expressly designated for Parking, or in any grassy or landscaped area, is subject to towing in accordance with this Policy and applicable law. **Any Vehicle parked on District property, including District roads, if any, must do so in compliance with all applicable laws, ordinances, and codes, and shall not block access to driveways, property entrances, fire hydrants, fire lanes, or mailboxes. Vessels shall not be parked on District property without the express written permission of the District and are subject to towing if parked without such permission.**

B. *Abandoned Vehicles and Vessels*. Abandoned Vehicles and Vessels are not permitted to be Parked on District property at any time and are subject to towing at the owner's expense.

C. *Manner of Parking.* Vehicles (and pre-approved Vessels) may not be Parked such that they utilize more than one (1) marked parking space, block access to District property, prevent the safe and orderly flow of traffic, obstruct the ability of emergency vehicles to access roadways or property, cause damage to the District's property, restrict the normal operation of the District's business, or otherwise pose a danger to the District, its residents and guests, the general public, or the property of same.

D. *Exceptions.*

   a. Special Circumstances. District staff may issue a Parking permit to authorize an exception to this Policy for special events or as necessitated by special circumstances, in which case the Parking permit shall be for a limited time and shall be posted on the windshield of the Vehicle or Vessel.

   b. Vendors and Food Trucks. Food Trucks invited to special District events and District vendors performing District business are exempt from this Policy; provided, however, that such Food Trucks and vendors may not Park in a manner which threatens the health, safety, and welfare of District residents and guests, or causes property damage, and are subject to special instructions issued by the District for their Parking.

   c. Delivery Vehicles and Governmental Vehicles. Delivery Vehicles, including, but not limited to, Vehicles associated with U.S.P.S., U.P.S., Fed Ex, moving companies, and District vendors are exempt from this Policy while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also Park on District property while carrying out official duties.

SECTION 4. ENFORCEMENT.

A. *Towing.* Vehicles or Vessels Parked in violation of this Policy may be towed in the District's discretion and in accordance with the requirements and procedures set forth at Section 5 herein.

B. *Amenity Suspension.* The District may, in its discretion, suspend the amenity privileges of the owner or operator of any Vehicle or Vessel Parked in violation of this Policy, in accordance with the District's adopted *Suspension and Termination of Access Rule*.

SECTION 5. TOWING/REMOVAL PROCEDURES.

A. *Signage and Language Requirements.* Signage-provisioned notice will be approved by the District's Board of Supervisors and furnished and installed by the District's authorized towing contractor on District property and roadways in conspicuous locations and in a manner consistent with the requirements of section 715.07, *Florida Statutes.* No Vehicle or Vessel shall be towed pursuant to this Policy from any area that has not been properly posted with signage satisfying the requirements of section 715.07, *Florida Statutes*. The current list of active Tow-Away Zones shall be posted on the District's website and updated as reasonably necessary to reflect changes in signage and designation.

B. *Towing/Removal Authority.* To effect towing/removal of a Vehicle or Vessel, the District Manager, General Manager, Assistant General Manager or such manager's designee will first verify that the subject Vehicle or Vessel was not authorized to Park under this Policy. To the extent that the District has entered into an agreement with an authorized towing service in accordance with Section 5.C., any of the foregoing managers, in his or her sole discretion, may authorize the removal of any such unauthorized Vehicle or Vessel by issuing a separate, written authorization specific to that Vehicle or Vessel to the towing service in a form agreed upon in the towing agreement. The towing service shall not remove any Vehicle or Vessel from District property or District roadways absent such specific, prior written authorization from the District for each individual tow. Any such removal, including towing fees, release fees, storage fees, etc., shall be at the owner's expense. The Vehicle and/or Vessel shall be towed/removed by the towing service in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

C. *Agreement with Authorized Towing Service.* The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a company authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

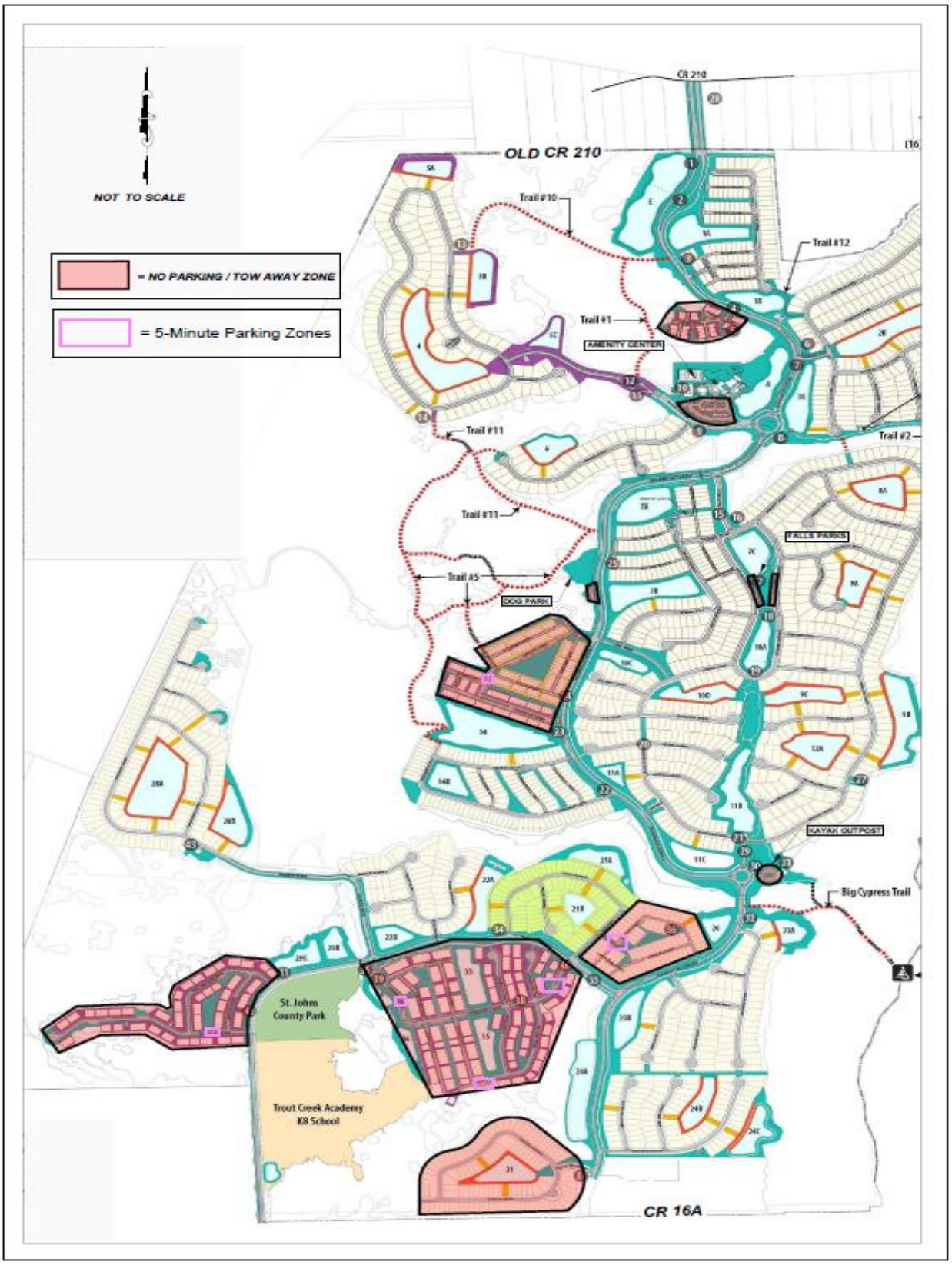
Section 6. Parking At Your Own Risk. Any permitted Parking pursuant to this Policy is at the driver's own risk. The District assumes no liability for any theft, vandalism, and/or damage that might occur to personal property and/or Vehicles or Vessels. Parking is subject to all applicable St. Johns County laws, ordinances, and regulations, and law enforcement may take action to enforce all such laws, ordinances, and regulations.

Section 7. Amendments. Designated Amenity Parking areas may be added to or removed from this Policy without a formal hearing by motion of the District's Board of Supervisors, subject to installation of proper signage, adoption of a new map, and compliance with all other requirements of Florida law. Requirements of this Policy may be suspended by the District's Board of Supervisors or by the District Manager for good cause. At the direction of the Board of Supervisors, the District Manager, General Manager, or Assistant General Manager (or such manager's designee) is authorized to activate or deactivate specific Tow-Away Zones within the eligible areas identified in Section 3.A and Exhibit A by causing (i) installation or removal of signage in accordance with Section 5.A, and (ii) corresponding updates to the active Tow-Away Zone list maintained on the District's website. No further Board action shall be required to implement Board-directed activation or deactivation of specific zones.

Exhibit A: Parking Map

Specific Authority: §§ 190.011(5), 190.012(2)(d), and 190.041, *Fla. Stat.*
Effective date: May 28, 2026

EXHIBIT A
AREAS ELIGIBLE FOR DESIGNATION AS TOW-AWAY ZONES



Return to Agenda Pg. 3