



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors' Meeting
June 21, 2023**

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

www.troutcreekcdd.org

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

www.troutcreekcdd.org

Board of Supervisors

Mike McCollum
Vincent Sajkowski
Frank Murphy
Ryan Stone
Clint Wright

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

District Manager

Melissa Dobbins

Rizzetta & Company, Inc.

District Counsel

Katie Buchanan

Kutak Rock LLP

District Engineer

Brad Davis
Matt Melchiori

Prosser Inc.

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

**Board of Supervisors
Trout Creek Community
Development District**

June 14, 2023

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **June 21, 2023 at 3:00 p.m.** located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092. The following is the agenda for the meeting:

- 1. CALL TO ORDER / ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors’ Meeting held on May 17, 2023..... Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for May 2023 Tab 2
 - C. Acceptance of Annual Audit Report, Fiscal Year Ending September 2022 Tab 3
 - D. Ratification of Requisitions
 1. Account Bond Series 2020; CUS 123, 125-130 Tab 4
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Construction Administrator
 - D. Landscape Reports..... Tab 5
 1. VerdeGo Report
 2. Prestige Report
 3. ECS Tree Assessment Update
 4. VerdeGo Proposal for Tree Volcano Removal Tab 6
 - E. Charles Aquatics Service Report Tab 7
 - F. General Manager Tab 8
 - G. District Manager
- 5. BUSINESS ITEMS**
 - A. JEA Discussion Regarding Reclaimed Water
 - B. Ratification of Cost Sharing Agreement with HOA for Facilities Management Tab 9
 - C. Consideration of Charles Aquatics Proposal for Additional Ponds..... Tab 10
 - D. Consideration of FPL Easement Tab 11
 - E. Discussion Regarding N. Creek Passive Park Improvements
 - F. Consideration of Request from Builder for Installation of Surveillance in CDD Right of Way
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Yours kindly,
Melissa Dobbins

Tab 1

1
2 **MINUTES OF MEETING**
3

4 *Each person who decides to appeal any decision made by the Board with respect to any*
5 *matter considered at the meeting is advised that the person may need to ensure that a*
6 *verbatim record of the proceedings is made, including the testimony and evidence upon*
7 *which such appeal is to be based.*
8
9

10 **TROUT CREEK**
11 **COMMUNITY DEVELOPMENT DISTRICT**
12

13 The **regular** meeting of the Board of Supervisors of Trout Creek Community
14 Development District was held on **May 17, 2023, at 3:00 p.m.** at The Kayak Club, 100
15 Kayak Way, St. Augustine, FL 32092.
16

17
18 Present and constituting a quorum:
19

20 Mike McCollum	Board Supervisor, Chairman
21 Vincent Sajkowski	Board Supervisor, Vice Chairman
22 Clint Wright	Board Supervisor, Assistant Secretary
23 Frank Murphy	Board Supervisor, Assistant Secretary
24 Ryan Stone	Board Supervisor, Assistant Secretary

25
26 Also present were:
27

28 Melissa Dobbins	District Manager, Rizzetta & Co., Inc.
29 Katie Buchanan	District Counsel, Kutak Rock, LLP
30 Matt Melchiori	District Engineer, Prosser Inc.
31 Barry Jeskewich	General Manager, First Service Residential
32 Wanda Gartman	Assistant Manager, First Service Residential
33 John Caputo	First Service Residential
34 Lucy Acevedo	First Service Residential
35 Scott Settlemires	VerdeGo Landscape

36
37 Members of the public present.
38

39 **FIRST ORDER OF BUSINESS**

Call to Order

40
41 Ms. Dobbins called the meeting to order at 3:07 p.m.
42

43 **SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda
Items**

44
45
46 Audience members had concerns regarding new golf cart ordinance, mowing schedule,
47 alcohol at events, as well as questions on the budget, café spending versus profits, landscape
48 proposals, questions regarding entry fountains that are rusting and need to be repaired.

49
50
51
52

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of
the Board of Supervisors'
Special Meeting held April 11, 2023**

On a motion by Mr. Murphy, seconded by Mr. Wright, with all in favor, the Board approved the minutes of the special Board of Supervisors' meeting held April 11, 2023, for Trout Creek Community Development District.

53
54
55
56
57

FOURTH ORDER OF BUSINESS

**Consideration of the Minutes of
the Board of Supervisors'
Meeting held April 19, 2023**

On a motion by Mr. Murphy, seconded by Mr. Stone, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held April 19, 2023, for Trout Creek Community Development District.

58
59
60
61

FIFTH ORDER OF BUSINESS

**Ratification of Operation and Maintenance
Expenditures for April 2023**

On a motion by Mr. Stone, seconded by Mr. Murphy, with all in favor, the Board ratified the Operation and Maintenance Expenditures for April 2023, in the amount of \$169,060.01, for Trout Creek Community Development District.

62

SIXTH ORDER OF BUSINESS

Staff Reports

63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85

A. District Counsel

Ms. Buchanan reviewed an easement agreement between FPL and the district for the board to review due to the expansion of the roadway on 210. This easement would be located at the entrance of the community and would give FPL 15 feet from the main roadway within a specific area. It was discussed that more than likely the flagpole would have to be moved and possibly the main entry monument would be impacted. If it was determined that the entry monument had to be moved back, Ms. Buchanan explained that FPL would come back to the district to work out a compensation package to pay for that to be done.

Discussion ensued. Ms. Buchanan said she would like to review further with FPL to get more details and will update the board at a future meeting.

B. District Engineer

Discussion ensued regarding the need of traffic studies within the community to help with traffic enforcement matters. Mr. Wright stated he will reach out to the county's Traffic Engineer to get direct feedback.

Mr. Stone clarified for an audience member that the district updated its policies to match the county golf cart ordinance.

86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132

Mr. Wright mentioned he had concerns regarding the asphalt paving in the Falls. Mr. McCollum recommended that he submit those concerns to staff so that the developer could review further.

1. Update from ECS on Tree Remediation

Joe Brinson, with ECS, presented his tree assessment report. He confirmed that the soil test had a high Ph level and he found that there were trees that weren't planted correctly. Currently, he plans to do more testing and bring back his recommendations to the board on how to remediate.

The board requested that Mr. Brinson also spot check Phase 3 where new trees are being installed and provide a letter of specs on how the trees should be planted to be then provide to the developer to review for any future new phases.

The board requested Ms. Buchanan to confirm if any of Phase 3 has been accepted and authorized Mr. Murphy to spot check Phase 3 with Mr. Brinson, if needed.

C. Construction Administrator
No report.

D. Landscape Reports

1. VerdeGo Landscape Report

Discussion ensued regarding reducing tree volcanos once staff has a set number of them and their location from Mr. Brinson. The board authorized Mr. Murphy to work with VerdeGo on this matter.

2. Prestige Report
Not present.

3. Landscape Enhancement Proposals

After discussion, the board tabled proposals until further testing comes back on what is the best plant material for these areas.

E. Charles Aquatics Service Report

Mr. Jeskewich updated the board that he is still trying to outsource the entry tower/fountain repair work. Unfortunately, the repair requires a very specific type of scope and skill set and has been a challenge to find someone that can do the work.

F. General Manager

Mr. Jeskewich updated the board that he is still looking to fill the porter and residential services positions. He said the staff is getting great support from First Service and they should have their security report soon.

133 Mr. James Hale, Swim Team President, provided an update that practices
134 and meets were running smoothly, and they will only have 2 (two) meets in
135 June.

136
137 G. District Manager
138 Ms. Dobbins updated the board that per the county there were 2,770
139 registered voters living in the district as of April 15th, which is a requirement
140 for the district to confirm annually.

141
142 *Mr. McCollum left the meeting in progress.*

143
144 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2023-03;**
145 **Approving FY 2023-24 Proposed**
146 **Budget and Setting the Public Hearing**

147
148 After discussion, the board added another 10% to the Amenity Staffing (line 80), increased
149 Security System Maintenance (line 92) and Access Control Maintenance (line 93) to \$20K
150 each, an additional \$15K to Capital Improvements (line 104) and increased Insurance
151 another \$10K (line 67).

152
153 The board then discussed holding the budget public hearing at their August 16th meeting.
154 The regular meeting will still start at 3 pm, but the budget mailed notice will inform property
155 owners that the budget public hearing will not start any earlier than 5 pm.

156

On a motion by Mr. Stone, seconded by Mr. Sajkowski, with all in favor, the Board adopted Res. 2023-03, Approving the FY 23-24 Proposed Budget, as amended, Setting the Public Hearing, to be held on August 16th, starting no earlier than 5:00 p.m., for Trout Creek Community Development District.

157
158 **EIGHTH ORDER OF BUSINESS** **Audience Comments and Supervisor**
159 **Requests**

160
161 **Audience Comments**
162
163 Audience members had questions regarding how to stop solicitation, traffic enforcement
164 concerns and notices for when asphalt paving is scheduled.

165
166 **Supervisor Requests**
167
168 Mr. Sajkowski requested that he get authorized to invite JEA to a district meeting to
169 review water questions with the board and residents. Board approved.

170
171 **NINTH ORDER OF BUSINESS** **Adjournment**

172

On a motion by Mr. Stone, seconded by Mr. Sajkowski, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 6:25 p.m., for Trout Creek Community Development District.

173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189

Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

Tab 2

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures Presented For Board Approval May 2023

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2023 through May 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$145,984.04**

Approval of Expenditures:

_____ Chairperson
_____ Vice Chairperson
_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AG-PRO, LLC	100414	051023 Gator	John Deere - S2023 Gator XUV560E	\$ 15,905.99
AG-PRO, LLC	100414	051023 Pressure Washer	John Deere - STIHL RB800 Pressure Washer 05/23	\$ 2,120.00
Arrow Exterminators	100426	51604568	Rodent Control Services 05/23	\$ 181.00
Arrow Exterminators	100426	51604887	Pest Control Services 05/23	\$ 113.00
Arrow Exterminators	100426	51604888	Pest Control Services 05/23	\$ 93.00
Arrow Exterminators Inc.	100427	880812 05/23	Annual Renewal 05/23	\$ 549.00
AT&T	EFT	151561791 04/23 Autopay 324	Internet Services 04/23	\$ 32.10
AT&T	EFT	299942543 04/23 Autopay 324	TV & Internet Services 04/23	\$ 32.10
AT&T	EFT	323382736 05/23 Autopay 324	TV & Internet Services 05/23	\$ 132.97
AT&T	EFT	324079257 04/23 ACH	Phone & Internet Services 04/23	\$ 167.05
AT&T	EFT	324079257 05/23 Autopay 324	Phone & Internet Services 05/23	\$ 167.05
AT&T	EFT	904 230-0054 001 0562 Autopay 04/23 324	Cable & Internet Services 04/23	\$ 536.29
B & S Signs, Inc.	100428	221224-1	Tennis Court Lights Maintenance 12/22	\$ 684.93

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles Aquatics, Inc.	100415	48007	Fountain Maintenance 05/23	\$ 2,061.00
Colden Company, Inc.	100410	16801	Voice & Phone Services 04/23	\$ 1,014.28
Cushion Source	100401	CS0412237EU	Cushion Replacements 04/23	\$ 11,315.07
Dante M Smalls	100434	08132025	Bartender Services for Mamas 05/23	\$ 250.00
Dante M Smalls	100434	08132026	Inflatable Movie Service For Family Movie Night 05/19/23	\$ 250.00
Deputy Services	100407	SJSO23CAD105037	Deputy Services 04/23	\$ 165.00
Deputy Services	100412	SJSO23CAD110320	Deputy Services 05/23	\$ 330.00
First Coast Franchising	100416	JAK05230371	Janitorial Services 05/23	\$ 4,839.75
Florida Department of Revenue	100424	65-8017062725-9 Sales & Use Tax 04/23	Sales & Use Tax 04/23	\$ 50.03
Florida Natural Gas	100417	834144ES	Natural Gas Services 04/23	\$ 9.78
Florida Power & Light Company	EFT	03602-11429 03/23 ACH	38 Rosemount Dr 03/23	\$ 46.88
Florida Power & Light Company	EFT	39473-03305 04/23 Autopay 324	Electric Services 04/23	\$ 53.64
Florida Power & Light Company	100411	49571-83074 04/23	Electric Services 04/23	\$ 25.66

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	EFT	98411-59305 03/23 ACH	Electric Service 03/23	\$ 56.36
Florida Power & Light Company	EFT	Monthly Summary 04/23 Autopay 324	Electric Services 04/23	\$ 9,455.97
Frank Murphy	100418	FM042623	Board of Supervisors Meeting 04/26/23	\$ 200.00
Frank Murphy	100429	FM051723	Board of Supervisors Meeting 05/17/23	\$ 200.00
IPFS Corporation	100403	Liability Insurance 9th Payment 06/23	Liability Insurance 9th Payment 06/23	\$ 5,099.22
JEA	EFT	9634626977 04/23 Autopay 324	Water-Sewer Services 04/23	\$ 18,516.73
Kutak Rock, LLP	100408	3210665	Legal Services 03/23	\$ 7,945.59
Poolsure	100404	131295614320	Pool Maintenance 05/23	\$ 4,248.61
Prosser, Inc.	100405	50100	Engineering Services 03/23	\$ 405.00
Prosser, Inc.	100419	50295	Engineering Services 04/23	\$ 663.90
Republic Services	EFT	0687-001317720 ACH	Waste Disposal Services 04/23	\$ 457.95
Richard Clinton Wright	100420	CW042623	Board of Supervisors Meeting 04/26/23	\$ 200.00
Richard Clinton Wright	100430	CW051723	Board of Supervisors Meeting 05/17/23	\$ 200.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100402	INV0000079658	District Management Fees 05/23	\$ 4,412.59
Roy Green	100435	42623	Bingo 05/24/23	\$ 250.00
Roy Green	100435	5523	Karaoke Host 05/23	\$ 250.00
Ryan Scott Stone	100421	RS042623	Board of Supervisors Meeting 04/26/23	\$ 200.00
Ryan Scott Stone	100431	RS051723	Board of Supervisors Meeting 05/17/23	\$ 200.00
TECO Peoples Gas	100432	22108807523 05/23	Natural Gas Services - 2105 Shearwater Parkway 05/23	\$ 35.72
The Bank of New York Mellon	100425	252-2548984	Capital Improvement Revenue Bond Series 2022 05/01/23 - 04/30/24	\$ 4,000.00
Trout Creek CDD	DC 050823	DC 050823	Debit Card Replenishment	\$ 1,645.28
Trout Creek CDD	DC 051223	DC 051223	Debit Card Replenishment	\$ 870.61
Trout Creek CDD	DC 052323	DC 052323	Debit Card Replenishment	\$ 1,067.69
VerdeGo, LLC	100437	11386B	Landscape Maintenance 05/23	\$ 25,835.66
VerdeGo, LLC	100437	11386C	Landscape Maintenance 05/23	\$ 3,191.27
VerdeGo, LLC	100437	11464	Remove & Install Sod 05/23	\$ 4,379.50

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Vesta Property Services, Inc.	100413	409991	Lifeguard/Supervisor/Pool 04/23	\$ 9,566.82
Vexacor Supply Group, LLC	100438	B-571772	Coffee Bar Rental 05/23	\$ 165.00
VGlobal Tech	100409	4997	Website Maintenance 05/23	\$ 300.00
Vincent J Sajkowski	100422	VS042623	Board of Supervisors Meeting 04/26/23	\$ 200.00
Vincent J Sajkowski	100433	VS051723	Board of Supervisors Meeting 05/17/23	\$ 200.00
Wayne Automatic Fire Sprinklers, Inc.	100406	1041742	Quarterly Sprinkler Inspection 04/23	\$ 100.00
Wellbeats, Inc.	100423	EPIV00000076806	WBC-PLUS Content Period 05/23	\$ 249.00
Wilson Heating & Air Conditioning, Inc.	100439	57580	Diagnose AAon Unit for Bathroom 05/23	\$ <u>90.00</u>
Report Total				\$ <u>145,984.04</u>

Tab 3

Financial Statements

September 30, 2022

**Trout Creek Community
Development District**

	<u>Page</u>
I. Financial Section:	
Independent Auditor's Report	1
Management's Discussion and Analysis	3
Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position	7
Statement of Activities	8
Fund Financial Statements:	
Balance Sheet - Governmental Funds	9
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	10
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	11
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund	12
Notes to Financial Statements	13
II. Compliance Section:	
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	23
Management Letter	24
Independent Auditor's Report on Compliance with the Requirements of Section 218.415, Florida Statutes	26

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Trout Creek Community Development District

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, and each major fund of the *Trout Creek Community Development District* (the "District"), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2022, and the respective changes in financial position thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated March 31, 2023, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



Orlando, Florida
March 31, 2023

Our discussion and analysis of *Trout Creek Community Development District* (the "District") financial accomplishments provide an overview of the District's financial activities for the year ended September 30, 2022. Please read it in conjunction with the District's Independent Auditor's Report, financial statements and accompanying notes.

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

Financial Highlights

- The assets of the District exceeded its liabilities at September 30, 2022 by \$21,648,916 an increase of \$4,289,026 in comparison with the prior year.
- At September 30, 2022, the District's governmental funds reported fund balances of \$4,279,736 an increase of \$449,707 in comparison with the prior year.

Overview of the Financial Statements

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

Government-Wide Financial Statements

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

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

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

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

Fund Financial Statements

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

Governmental Funds

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

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

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

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

Notes to Financial Statements

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

Government-Wide Financial Analysis

Statement of Net Position

The District's net position was \$21,648,916 at September 30, 2022. The analysis that follows focuses on the net position of the District's governmental activities.

	<u>2022</u>	<u>2021</u>
Assets, excluding capital assets	\$ 6,486,179	\$ 5,713,948
Capital assets, not being depreciated	54,713,647	48,529,691
Total assets	<u>61,199,826</u>	<u>54,243,639</u>
Liabilities, excluding long-term liabilities	3,007,254	2,641,157
Long-term liabilities	36,543,656	34,242,592
Total liabilities	<u>39,550,910</u>	<u>36,883,749</u>
Net Position:		
Net investment in capital assets	20,840,765	16,780,459
Restricted for debt service	406,786	399,611
Restricted for capital projects	10,873	19,934
Unrestricted	390,492	159,886
Total net position	<u>\$ 21,648,916</u>	<u>\$ 17,359,890</u>

Trout Creek Community Development District
Management's Discussion and Analysis

The following is a summary of the District's governmental activities for the fiscal year ended September 30, 2022.

	<u>2022</u>	<u>2021</u>
Revenues:		
Program revenues	\$ 10,911,575	\$ 10,924,956
General revenues	65,952	52,667
Total revenues	<u>10,977,527</u>	<u>10,977,623</u>
Expenses:		
General government	393,291	365,858
Maintenance and operations	3,883,897	4,623,545
Culture and recreation	545,239	486,118
Interest on long-term debt	1,866,074	1,839,973
Total expenses	<u>6,688,501</u>	<u>7,315,494</u>
Change in net position	4,289,026	3,662,129
Net position, beginning	17,359,890	13,697,761
Net position, ending	<u>\$ 21,648,916</u>	<u>\$ 17,359,890</u>

As noted above and in the statement of activities, the cost of all governmental activities during the year ended September 30, 2022 was \$6,688,501. The majority of these costs are interest on long-term debt and maintenance and operations expenses.

Financial Analysis of the Government's Funds

The District uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. The focus of the District's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At September 30, 2022, the District's governmental funds reported combined ending fund balances of \$4,279,736. Of this total, \$10,491 is nonspendable, \$3,889,244 is restricted, and the remainder of \$380,001 is unassigned.

General Fund Budgetary Highlights

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

Capital Asset and Debt Administration

Capital Assets

At September 30, 2022, the District had \$54,713,647 invested in capital assets net of depreciation. More detailed information about the District's capital assets is presented in the notes to financial statements.

Capital Debt

At September 30, 2022, the District had \$36,775,000 in bonds outstanding. In addition, the District has a capital lease payable of \$9,498. More detailed information about the District's capital debt is presented in the notes to financial statements.

Requests for Information

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

FINANCIAL STATEMENTS

Trout Creek Community Development District
Statement of Net Position
September 30, 2022

	Governmental Activities
Assets	
Cash	\$ 700,912
Due from developer	1,882,478
Assessments receivable	104,601
Prepaid costs	4,742
Deposits	5,749
Restricted assets:	
Temporarily restricted investments	3,787,697
Capital assets:	
Capital assets not being depreciated	51,354,040
Capital assets, being depreciated	3,359,607
Total assets	61,199,826
Liabilities	
Accounts payable and accrued expenses	1,266,767
Accrued interest payable	800,811
Retainage payable	890,257
Due to developer	47,388
Unearned revenue	2,031
Noncurrent liabilities:	
Due within one year	725,000
Due in more than one year	35,818,656
Total liabilities	39,550,910
Net Position	
Net investment in capital assets	20,840,765
Restricted for debt service	406,786
Restricted for capital projects	10,873
Unrestricted	390,492
Total net position	\$ 21,648,916

Trout Creek Community Development District
Statement of Activities
Year Ended September 30, 2022

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenue</u>		<u>Capital Grants and Contributions</u>	<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>		
Governmental activities:					
General government	\$ 393,291	\$ 164,878	\$ -	\$ -	\$ (228,413)
Maintenance and operations	3,883,897	1,628,234	54,950	6,310,465	4,109,752
Parks and recreation	545,239	228,579	-	-	(316,660)
Interest on long-term debt	1,866,074	2,508,409	14,517	1,543	658,395
Total governmental activities	<u>\$ 6,688,501</u>	<u>\$ 4,530,100</u>	<u>\$ 69,467</u>	<u>\$ 6,312,008</u>	<u>4,223,074</u>
		General Revenues:			
			Miscellaneous		<u>65,952</u>
			Total general revenues		<u>65,952</u>
			Change in net position		4,289,026
			Net position, beginning		<u>17,359,890</u>
			Net position, ending		<u><u>\$ 21,648,916</u></u>

Trout Creek Community Development District
Balance Sheet - Governmental Funds
September 30, 2022

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
Assets				
Cash	\$ 694,761	\$ -	\$ 6,151	\$ 700,912
Investments	-	3,776,824	10,873	3,787,697
Due from developer	-	-	1,882,478	1,882,478
Assessments receivable	1,023	103,578	-	104,601
Prepaid costs	4,742	-	-	4,742
Deposits	5,749	-	-	5,749
Total assets	<u>\$ 706,275</u>	<u>\$ 3,880,402</u>	<u>\$ 1,899,502</u>	<u>\$ 6,486,179</u>
Liabilities and Fund Balances				
Liabilities:				
Accounts payable and accrued expenses	\$ 268,395	\$ -	\$ 998,372	\$ 1,266,767
Retainage payable	-	-	890,257	890,257
Due to developer	47,388	-	-	47,388
Unearned revenue	-	2,031	-	2,031
Total liabilities	<u>315,783</u>	<u>2,031</u>	<u>1,888,629</u>	<u>2,206,443</u>
Fund balances:				
Nonspendable	10,491	-	-	10,491
Restricted for debt service	-	3,878,371	-	3,878,371
Restricted for capital projects	-	-	10,873	10,873
Unassigned	380,001	-	-	380,001
Total fund balances	<u>390,492</u>	<u>3,878,371</u>	<u>10,873</u>	<u>4,279,736</u>
Total liabilities and fund balances	<u>\$ 706,275</u>	<u>\$ 3,880,402</u>	<u>\$ 1,899,502</u>	

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

Capital Assets used in Governmental Activities are not financial resources and therefore are not reported in the funds.	54,713,647
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	
Accrued interest payable	(800,811)
Bonds and capital leases payable	<u>(36,543,656)</u>
Net Position of Governmental Activities	<u>\$ 21,648,916</u>

Trout Creek Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2022

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
Revenues				
Assessment revenue	\$ 2,021,691	\$ 2,482,673	\$ -	\$ 4,504,364
Prepayment revenue	-	25,736	-	25,736
Developer contributions	-	-	6,310,465	6,310,465
HOA contribution	54,950	-	-	54,950
Investment and miscellaneous income	65,952	14,517	1,543	82,012
Total revenues	<u>2,142,593</u>	<u>2,522,926</u>	<u>6,312,008</u>	<u>10,977,527</u>
Expenditures				
Current:				
General government	159,591	-	233,700	393,291
Maintenance and operations	1,209,460	-	-	1,209,460
Parks and recreation	542,936	-	-	542,936
Other costs	-	-	2,550,281	2,550,281
Debt Service:				
Interest	-	1,812,706	-	1,812,706
Principal	-	780,000	-	780,000
Capital outlay	-	-	6,310,415	6,310,415
Total expenditures	<u>1,911,987</u>	<u>2,592,706</u>	<u>9,094,396</u>	<u>13,599,089</u>
Excess (Deficit) of Revenues Over Expenditures	<u>230,606</u>	<u>(69,780)</u>	<u>(2,782,388)</u>	<u>(2,621,562)</u>
Other Financing Sources (Uses)				
Transfers In	-	15,154	-	15,154
Transfers Out	-	-	(15,154)	(15,154)
Bonds issued	-	282,788	2,802,212	3,085,000
Discount on bonds issued	-	-	(13,731)	(13,731)
Total other financing sources (uses)	<u>-</u>	<u>297,942</u>	<u>2,773,327</u>	<u>3,071,269</u>
Net change in fund balances	230,606	228,162	(9,061)	449,707
Fund balances, beginning of year	159,886	3,650,209	19,934	3,830,029
Fund balances, end of year	<u>\$ 390,492</u>	<u>\$ 3,878,371</u>	<u>\$ 10,873</u>	<u>\$ 4,279,736</u>

Trout Creek Community Development District
**Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of
 Governmental Funds to the Statement of Activities**
 Year Ended September 30, 2022

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

Net Change in Fund Balances - total governmental funds \$ 449,707

Governmental Funds report outlays for Capital Assets as expenditures because such outlays use current financial resources; however, in the statement of net position the cost of those assets is recorded as capital assets. Depreciation of capital assets is not recognized in the governmental fund statements but is reported as an expense in the statement of activities.

Capital outlay	6,310,415	
Depreciation expense	<u>(126,459)</u>	6,183,956

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

Repayment of bonds payable	780,000	
Debt proceeds	(3,085,000)	
Discount on bonds issued	<u>13,731</u>	(2,291,269)

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

Change in accrued interest	(43,573)	
Amortization of bond discount	<u>(9,795)</u>	<u>(53,368)</u>

Change in Net Position of Governmental Activities **\$ 4,289,026**

Trout Creek Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - General Fund
Year Ended September 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Assessment revenue	\$ 1,999,037	\$ 1,999,037	\$ 2,021,691	\$ 22,654
HOA contribution	102,900	102,900	54,950	(47,950)
Miscellaneous	62,770	62,770	65,952	3,182
Total revenues	2,164,707	2,164,707	2,142,593	(22,114)
Expenditures				
Current:				
General government	422,759	422,759	159,591	263,168
Maintenance and operations	1,095,953	1,095,953	1,209,460	(113,507)
Parks and recreation	610,995	610,995	542,936	68,059
Capital Outlay	35,000	35,000	-	35,000
Total expenditures	2,164,707	2,164,707	1,911,987	252,720
Net change in fund balance	-	-	230,606	230,606
Fund balance, beginning	159,886	159,886	159,886	-
Fund balance, ending	\$ 159,886	\$ 159,886	\$ 390,492	\$ 230,606

NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

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

The District is governed by the Board of Supervisors (the “Board”), which is composed of five members. The Supervisors are elected on an at large basis by landowners within the District. Ownership of land within the District entitles the owner to one vote per acre, or lot. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2022 two of the Board members were affiliated with WFC Ashford Mills, LLC (the “Developer”). The District is economically dependent on the Developer.

The Board has final responsibility for:

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

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

Government-Wide and Fund Financial Statements

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

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

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

Measurement Focus, Basis of Accounting and Financial Statement Presentation

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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

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

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

The District reports the following major governmental funds:

General Fund

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

Debt Service Fund

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

Capital Project Fund

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

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

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

Restricted Assets

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

Deposits and Investments

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

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

Accounts Receivable

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Prepaid Items

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

Capital Assets

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

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

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

<u>Assets</u>	<u>Years</u>
Infrastructure	25
Fitness Equipment	5

Long Term Obligations

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

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

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2022.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2022.

Net Position Flow Assumption

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance Flow Assumptions

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

Fund Balance Policies

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

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

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

Other Disclosures

Use of Estimates

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

New Accounting Standards

In fiscal year 2022, the District has not implemented any new accounting standards with a material effect on the District's financial statements.

NOTE 2 STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information

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

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

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

NOTE 3 DEPOSITS AND INVESTMENTS

Deposits

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

Investments

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

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

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

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

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

Investments made by the District at September 30, 2022 are summarized below. In accordance with GASB 31, investments are reported at fair value.

<u>Investment Type</u>	<u>Fair Value</u>	<u>Credit Rating</u>	<u>Weighted Average Maturity</u>
Dreyfus Treasury Securities	\$ 3,787,697	AAAm	41 days
	<u>\$ 3,787,697</u>		

Credit Risk

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

Custodial Credit Risk

In the case of deposits, this is the risk that, in the event of a bank failure, the District's deposits may not be returned to it. The District's investment policy requires that bank deposits be secured as provided by Chapter 280, Florida Statutes. This law requires local governments to deposit funds only in financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida, and creates the Public Deposits Trust Fund, a multiple financial institution pool with the ability to assess its member financial institutions for collateral shortfalls if a default or insolvency has occurred. At September 30, 2022, all of the District's bank deposits were in qualified public depositories.

For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At September 30, 2022, none of the investments listed are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

Concentration of Credit Risk

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

Interest Rate Risk

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

NOTE 4 CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2022 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Disposals</u>	<u>Ending Balance</u>
Governmental Activities				
Capital assets not being depreciated:				
Improvements under construction	\$ 45,043,625	\$ 6,310,415	\$ -	\$ 51,354,040
Total capital assets not being depreciated	<u>45,043,625</u>	<u>6,310,415</u>	<u>-</u>	<u>51,354,040</u>
Capital assets being depreciated:				
Infrastructure	3,724,691	-	-	3,724,691
Fitness equipment	159,176	-	-	159,176
Total capital assets being depreciated	<u>3,883,867</u>	<u>-</u>	<u>-</u>	<u>3,883,867</u>
Less accumulated depreciation for:				
Infrastructure	(240,928)	(124,156)	-	(365,084)
Fitness equipment	(156,873)	(2,303)	-	(159,176)
Total accumulated depreciation	<u>(397,801)</u>	<u>(126,459)</u>	<u>-</u>	<u>(524,260)</u>
Total capital assets being depreciated, net	<u>3,486,066</u>	<u>(126,459)</u>	<u>-</u>	<u>3,359,607</u>
Governmental activities capital assets, net	<u>\$ 48,529,691</u>	<u>\$ 6,183,956</u>	<u>\$ -</u>	<u>\$ 54,713,647</u>

Depreciation expense of \$2,303 was charged to culture and recreation and \$124,156 maintenance operations for 2022.

NOTE 5 LONG-TERM LIABILITIES

Series 2015 Capital Improvement Revenue Bonds - Public Offering

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

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

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. The requirement has been met at September 30, 2022.

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

NOTE 5 LONG-TERM LIABILITIES (CONTINUED)

As of September 30, 2022, total principal and interest remaining on the Series 2015 Special Assessment Bonds was \$32,499,389. For the fiscal year ended September 30, 2022, principal and interest paid was \$1,511,387, special assessment revenue pledged was \$1,434,059.

Series 2018 Capital Improvement Revenue Bonds - Public Offering

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

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

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. The requirement has been met at September 30, 2022.

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

As of September 30, 2022, total principal and interest remaining on the Series 2018 Special Assessment Bonds was \$22,334,713. For the fiscal year ended September 30, 2022, principal and interest paid was \$841,981. Special assessment revenue of \$834,390 was pledged.

Series 2020 Capital Improvement Revenue Bonds - Public Offering

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

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

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. The requirement has been met at September 30, 2022.

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

NOTE 5 LONG-TERM LIABILITIES (CONTINUED)

As of September 30, 2022, total principal and interest remaining on the Series 2020 Special Assessment Bonds was \$6,978,119. For the fiscal year ended September 30, 2022, interest and principal paid was \$239,338 and special assessment revenue of \$239,960 was pledged.

Series 2022 Capital Improvement Revenue Bonds - Public Offering

In May 2022, the District issued \$3,085,000 of Capital Improvement Revenue Bonds, Series 2022. The Bonds consist of \$245,000 Term Bonds due May 1, 2027 with a fixed interest rate of 4.750%, \$310,000 Term Bonds due May 1, 2032 with a fixed interest rate of 5.100%, \$925,000 Term Bonds due May 1, 2042 with a fixed interest rate of 5.375% and \$1,605,000 Term Bonds due May 1, 2052 with a fixed interest rate of 5.500%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2023 through May 1, 2052.

The Series 2022 Bonds are subject to redemption at the option of the District prior to maturity at a redemption price as set forth in the Bond Indenture. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. The requirement has been met at September 30, 2022.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service. Payment of principal and interest on the 2022 Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue. The District is in compliance with the requirements of the Bond Indenture.

As of September 30, 2022, total principal and interest remaining on the Series 2022 Special Assessment Bonds was \$6,321,808. For the fiscal year ended September 30, 2022, no principal or interest was paid and no special assessment revenue was pledged.

Long-term liability activity for the year ended September 30, 2022 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental activities:					
Bonds Payable:					
Series 2015	\$ 18,540,000	\$ -	\$ (490,000)	\$ 18,050,000	\$ 400,000
Less: Discount	(213,152)	-	9,135	(204,017)	-
Series 2018	11,745,000	-	(210,000)	11,535,000	200,000
Series 2020	4,185,000	-	(80,000)	4,105,000	80,000
Less: Discount	(14,256)	-	475	(13,781)	-
Series 2022	-	3,085,000	-	3,085,000	45,000
Less: Discount	-	(13,731)	185	(13,546)	-
Governmental activity long-term liabilities	<u>\$ 34,242,592</u>	<u>\$ 3,071,269</u>	<u>\$ (770,205)</u>	<u>\$ 36,543,656</u>	<u>\$ 725,000</u>

NOTE 5 LONG-TERM LIABILITIES (CONTINUED)

At September 30, 2022, the scheduled debt service requirements on the bonds payable were as follows:

<u>Year Ending September 30,</u>	Governmental Activities	
	<u>Principal</u>	<u>Interest</u>
2023	\$ 725,000	\$ 1,932,516
2024	770,000	1,910,349
2025	805,000	1,874,516
2026	850,000	1,836,973
2027	890,000	1,793,773
2028 - 2032	5,225,000	8,228,928
2033 - 2037	6,720,000	6,697,487
2038 - 2042	8,900,000	4,662,377
2043 - 2047	8,565,000	2,049,138
2048- 2052	3,325,000	372,972
	<u>\$ 36,775,000</u>	<u>\$ 31,359,029</u>

NOTE 6 DEVELOPER TRANSACTIONS

The Developer owns a portion of land within the District; therefore assessment revenue in the general fund and debt service fund includes assessments levied on land owned by the Developer. The Developer's portion of special assessment revenue for the year ended September 30, 2022 totaled \$1,550,757 which is 34% of total special assessment revenue. At year end, balances due from the developer totaled \$102,657. Additionally, the Developer contributed \$5,318,244 to the capital projects fund, and \$1,882,478 was due from the developer at year end. During the year, the District reimbursed the Developer \$2,550,281 for prior year capital contributions.

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

NOTE 7 MANAGEMENT COMPANY

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

NOTE 8 RISK MANAGEMENT

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

COMPLIANCE SECTION

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

To the Board of Supervisors
Trout Creek Community Development District

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of *Trout Creek Community Development District* (the "District") as of and for the year ended September 30, 2022 and the related notes to the financial statements, which collectively comprise the District's financial statements and have issued our report thereon dated March 31, 2023.

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

McDermitt Davis

Orlando, Florida
March 31, 2023

MANAGEMENT LETTER

Board of Supervisors
Trout Creek Community Development District

Report on the Financial Statements

We have audited the financial statements of *Trout Creek Community Development District*, (the “District”) as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated March 31, 2023.

Auditor’s Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor’s Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Auditor’s Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 31, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

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

Official Title and Legal Authority

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

Financial Condition and Management

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

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

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

Specific Information (Unaudited)

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

- a. The total number of district employees compensated in the last pay period of the district’s fiscal year was 0.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district’s fiscal year was 5.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency was 0.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency was \$67,373.

- e. Each construction project with a total cost of at least \$65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project was 0.
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final budget under Section 189.016(6), Florida Statutes, as included in the general fund budget statement.

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

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

	<u>O&M</u>	<u>DS S2015</u>	<u>DS 2018</u>	<u>DS 2020</u>
Platted:				
Townhomes	\$ 1,061.33	\$ 879.50	\$ 879.50	\$ -
Single Family 40'	1,088.71	979.50	979.50	-
Single Family 50'	1,106.96	1,079.50	1,079.50	-
Single Family 60'	1,125.22	1,179.50	-	-
Single Family 70'	1,143.47	1,279.50	-	-
Single Family 80'	1,161.72	1,379.50	-	-
Unplatted:				
Townhomes	52.98	-	879.50	880.00
Single Family 40'	52.98	-	979.50	980.00
Single Family 50'	52.98	-	1,079.50	-
Single Family 60'	52.98	1,179.50	1,179.50	1,180.00
Single Family 70'	52.98	1,279.50	-	-

- b. The total amount of special assessments collected by or on behalf of the district was \$4,399,394.
- c. The total amount of outstanding bonds issued by the district and the terms of such bonds as disclosed in the notes.

Additional Matters

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

Purpose of this Letter

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

McDiernit Davis

Orlando, Florida
 March 31, 2023



934 North Magnolia Avenue, Suite 100
Orlando, Florida 32803
407-843-5406
www.mcdermittdavis.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF
SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Trout Creek Community Development District

We have examined *Trout Creek Community Development District's* (the "District") compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2022. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

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

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2022.

McDermitt Davis

Orlando, Florida
March 31, 2023

Tab 4

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

May 26, 2023

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

RE: Custody Account, Series 2020
Requisitions for Payment

Dear Matthew:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA UPS

REQUISITION NO.	PAYEE	AMOUNT
CUS 123	Prosser, Inc.	\$10,042.92
CUS 125	Vallencourt Construction Co., Inc.	\$21,179.06
CUS 126	Vallencourt Construction Co., Inc.	\$368,837.89
CUS 127	Vallencourt Construction Co., Inc.	\$160,831.64
CUS 128	Vallencourt Construction Co., Inc.	\$10,666.48
CUS 129	Vallencourt Construction Co., Inc.	\$54,005.86
CUS 130	Vallencourt Construction Co., Inc.	\$289,049.23

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

Sincerely,

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins

Regional District Manager

Tab 5

VerdeGo

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



LANDSCAPE STATUS REPORT

REPORT SUMMARY

REPORT DATE	PROPERTY NAME	PREPARED BY	MONTH OF SERVICE
6/12/2023	Shearwater	Scott Settlemares	May

SERVICES SUMMARY

COMPLETED IN {{MAIN.SERVICEMONTH}}

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

ANTICIPATED FOR NEXT MONTH

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

COMMENTS

TURF

Liquid insecticide, Pre/Post emergent was applied to all turf areas to eliminate/prevent pests and turf weeds. Granular fertilization was applied at the end of May. Turf is currently being cut at 4.50" for St. Augustine Turf, 2.25" for Bermuda and 3.50" for Bahia. Turf has rebounded nicely from recent fertilizations.

TREES & SHRUBS

Tree and shrubs continue to struggle because of the soil issues with high PH. Surviving, but not thriving.

PLANT BEDS

Crews continue to treat weeds with a combination of chemicals and hand removal of larger weeds.

OTHER

New irrigation rain sensors were installed at the Appleton Controller and The Falls controller

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

May 2023 Maintenance Report

Shearwater Outpost and Phase 3

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



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

May, 2023

Berry Jeskewich, Community Director
CCMC
100 Kayak Way
St. Augustine, FL 32092

Re: Landscape Maintenance Service Report

Dear Mr. Jeskewich,

Below is the landscape maintenance report for Shearwater Outpost/Ph 3.

Weekly Maintenance

Maintenance crews are focused on mowing, edging, string trimming, hedge pruning, plant bed weed control, blowing, and litter removal. Our maintenance crew is currently removing another flush of tDallas grass throughout ph3. Mow heights have raised to 4.25"-4.5".

Irrigation

Our irrigation team completed the monthly inspection, which included nozzle cleaning and head/nozzle adjustments as needed throughout the property. We are now running 4 days per week with spray zones running 30 min and rotor zones running 45-60 min.

Agronomics

Our chem team has spot treated turf weeds throughout phase 3 and the Outpost. We are currently experiencing a weed flush in ph3 due to a granular fertilization application we recently applied. These weeds were treated on 6.7.23.

You will notice the color is off within the turf in ph3. The ph levels are 7.4-8.4. When the ph is this high, the turf can not uptake all of the fertilization applied before leaching through the soil canopy. We suggest applying a series of Sulfur application to bring the ph levels down. Sulfur can be applied every 60 days. Over the course of a year we can get the ph levels into the 6.5-6.8 range and manage it from there. Also applying Command top-dress to the turf during these applications will assist with the green up. Please let us know if you would like pricing on this package. Highly suggested to have a thicker turf canopy within ph3.

If you have any questions after reviewing our report, please contact me at any time.

Sincerely,

Chris Kenny
Owner/President
chris@pliflorida.com

Tab 6



PROPOSAL

Mailing Address

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

Job Address

Shearwater
100 Kayak Way
St. Augustine, FL 32092

Date: June 12, 2023

Phone: Tampa

Opportunity#: 11891

Job Summary:

Proposal to remove dirt volcanoes around 146 trees located in the right of way and center islands along Shearwater parkway from Pine Tree road up to the amenity roundabout. Proposal only includes the trees between the walking path/sidewalk up to the curb including center median islands. Does not include the center island roundabout.

*All soil will be redistributed throughout the planting beds. *

94 Live Oaks

45 Pine Trees

7 Magnolia trees located behind the Shearwater monument entry walls.

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
146.00	Volcano Removal Labor	Ea	\$65.00	\$9,490.00
Landscape Enhancement Total				\$9,490.00



PROPOSAL

Proposal Total: \$9,490.00

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

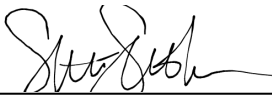
Payment due 30 days after receipt of invoice.

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

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

ACCEPTANCE OF PROPOSAL

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

By 
Scott Settlemyres

Date 6/12/2023
VerdeGo

By _____

Date _____
Trout Creek CDD

Tab 7



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: May 18 & 30, 2023

Biologists: Jim Charles,
Justin Powers

Client: Trout Creek CDD

Waterways: 29 ponds

Entry Pond: Pond was in good condition. No invasive species noted. Water level is normal.



Amenity Pond: This pond was in very good condition. Water level is good.



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



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



Pond 2a: This pond was in good condition. Water level is normal.



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



Pond 3a: This pond was in fair to good condition. Water level is normal.
Treated perimeter for fragrant water lilies.



Pond 6: This pond was in good condition. Water level is normal.



Pond 7a: Pond was in good condition. Water level is normal.



Pond 7b: Pond was in fair to good condition. Water level is normal. Treated pond for algae by boat.



Pond 7c: Pond was in very good condition. Water level is normal.



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



Pond 9a: Pond was in fair to good condition. Water level is normal.



Pond 9b: Pond was in good condition. Water level is normal.



Pond 9c: Pond was in fair condition. Water level was normal. Treated perimeter for torpedo grass and alligator weed.



Pond 10a: Pond was in good condition. Water level is good.



Pond 10c: Pond was in good condition. Water level is normal. No invasive species noted.



Pond 10d: Pond was in good condition. Water level is normal.



Pond 11a: Pond was in fair to good condition. Water level is good.



Pond 11b: Pond was in good condition. Water level is good. Treatment of perimeter for duck potato and torpedo grass last month had good results.



Pond 11c: Pond was in very good condition. Water level is normal. No invasive species noted.



Pond 12a: Pond was in fair condition. Water level is normal. Treated entire perimeter for torpedo grass and cattails.



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



Pond 14b: Pond was in fair to good condition. Water level is normal.



Pond 20: Pond was in good condition. Water level is good. Treated perimeter for torpedo grass.



Pond 21A: Pond was in good condition. Water level is low.



Pond 21B: Pond is in fair condition. Water level is low. Erosion issues persist.



Pond 22A: Pond was in good condition. Water level is good. Treated for minor cattails. Also treated ditch area behind the out flow structure for heavy cattails.



Pons 22B: Pond was in good condition. Water level is normal. Treated for minor cattails.



Jim Charles

Tab 8



SHEARWATER®

Trout Creek Community Development District
Board of Supervisor Meeting
June 21, 2023
General Manager Report

- Administrative/Operations:
 - Personnel Update
- Services:
 - Pool Deck Seating
 - Deck Seating Cushions
- Maintenance:
 - Wild Hogs Trapping Update
- Safety & Security:
 - Update on the Upgrade

Tab 9

**COST SHARE AGREEMENT BETWEEN THE
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND
SHEARWATER HOMEOWNERS ASSOCIATION, INC. FOR
FACILITIES MANAGEMENT SERVICES**

THIS COST SHARE AGREEMENT (“**Agreement**”) is made and entered into this
____2nd____ day of _____ May _____, 2023, by and between:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is 3434 Colwell Avenue, Unit 200, Tampa, Florida 33614 (“**District**”); and

SHEARWATER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 100 Kayak Way, St. Augustine, Florida 32092 (“**Association**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“**Act**”), by ordinance of the County Commission of St. Johns County, Florida; and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District, in accordance with its plan for development, owns and maintains certain common areas located within the District (“**District Property**”); and

WHEREAS, the Association owns and maintains certain common areas located within the District (together, “**Association Property**”); and

WHEREAS, for ease of administration, consistency of appearance, preservation of property values, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the Association and the District each contracted for property management services with FirstService Residential Florida, Inc. (“**Facilities Manager**”); and

WHEREAS, the respective contracts between the Facilities Manager and the District and the Association are attached hereto as **Exhibits A-1 and A-2** (“**Service Agreement(s)**”); and

WHEREAS, to further increase cost savings the District and the Association desire to share costs and services of certain employees as identified in the Service Agreements for term of May 1, 2023 through September 30, 2023 (“**Shared On-Site Staff**”); and

WHEREAS, the Association and the District have a mutual obligation to the District's property owners and residents to provide for proper and efficient operation and maintenance activities, and the parties accordingly agree that this mutual obligation is sufficient consideration to induce the other party to enter into this Agreement.

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 so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. OBLIGATIONS OF THE DISTRICT AND THE ASSOCIATION. The District and the Association shall maintain and perform separate contracts with the Facilities Manager from May 1, 2023 through September 30, 2023. The District and the Association shall share the costs and services of the Shared On-Site Staff as provided for in the respective Service Agreements, and as detailed further herein. The Association shall pay to the District its portion of the cost-share in accordance with Paragraph 3 below, and the District shall pay the Facilities Manager for the wages, labor rate, health care benefits or other costs associated with the Shared On-Site Staff. The District shall have no obligations or benefits relating to the Service Agreement between the Facilities Manager and the Association except as it relates to the cost-sharing of the Shared On-Site Staff. The Association shall have no obligation or benefit relating to the Service Agreement between the Facilities Manager and the District except as it relates to the cost-sharing of the Shared On-Site Staff.

SECTION 3. COMPENSATION. The Association shall pay the District the sum of Twenty Four Thousand Three Hundred Eighty Four Dollars (\$24,384) per month in advance for the Shared On-Site Staff. The first payment shall be due within five (5) days of execution of this Agreement, and the remaining payments shall be due on the 15th day of the month with the final payment due on August 15, 2023.

SECTION 4. TERM. The term of this Agreement shall commence as of the effective date of this Agreement and shall continue until September 30, 2023.

SECTION 5. 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.

SECTION 6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Association relating to the subject matter of this Agreement.

SECTION 7. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 10. 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 at the addresses provided herein. 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 Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 11. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association 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 corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

SECTION 12. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.

SECTION 13. PUBLIC RECORDS.

- A.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

- B.** As such, the parties shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the Association must:
- i.** Keep and maintain public records;
 - ii.** Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law;
 - iii.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association does not transfer the records to the District; and
 - iv.** Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Association or keep and maintain public records required by the District to perform the service. If the Association transfers all public records to the District upon completion of this Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MELISSA DOBBINS C/O RIZZETTA & CO., INC., 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614 (904) 436-6270, OR MDOBBINS@RIZZETTA.COM.

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

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
Melissa Dobbins
4BC8AF0E3BAC4A7...

DocuSigned by:
Frank Murphy
DB6EFF792450468...

Assistant Secretary/Secretary

Trout Creek CDD, Supervisor

SHEARWATER HOMEOWNERS ASSOCIATION, INC.

DocuSigned by:
Samantha A. Foss
1841E529D60A4B7...

DocuSigned by:
Michael K. McLollum
2B673679BCF048B...

By: _____

(Signature of Witness)

DocuSigned by:
Chris Middleton
867D81FB4B31420...

Its: Shearwater HOA, President

(Print Name of Witness)

Exhibit A-1



ASSOCIATION MANAGEMENT CONTRACT

THIS CONTRACT ("Contract") is made and entered into on 5/1/2023, by and between **SHEARWATER HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Association**"), and **FIRSTSERVICE RESIDENTIAL FLORIDA, INC.**, a Florida corporation ("**FirstService**").

A. Association is the entity responsible for the operation of **SHEARWATER HOMEOWNERS ("Community")**, located at **100 Kayak Way, Saint Augustine, FL 32092**, established by the documents thereof recorded in the Public Records of **St. Johns** County, Florida ("**Declaration**"), which Community consists of **2,782** units or lots ("**Units/Lots**").

B. Association desires to retain FirstService, and FirstService desires to be so retained, to manage Community.

NOW, THEREFORE, for other good and valuable consideration received by each party from the other, the receipt, adequacy and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **EXCLUSIVE MANAGER**. Association hereby retains and appoints FirstService, and FirstService hereby accepts such retainer and appointment, on the terms and conditions hereinafter set forth, as exclusive manager of Association.

2. **TERM AND TERMINATION**.

2.1 This Contract will commence on **May 1, 2023** and will continue for a term ending on the last day of **April, 2026 ("Initial Term")**, subject to termination as provided herein.

2.2 In the event that either party defaults by failing to perform its obligations set forth in this Contract, the other may give 30 days' written notice of its intent to cancel with specific detail as to the alleged breach. Should the default not be cured within the 30 day period (or in the case of a default requiring more than 30 days to cure, unless reasonable steps have been taken to cure such default and such cure is diligently pursued thereafter), the non-defaulting party will have the right to cancel this Contract and/or the right to institute appropriate legal proceedings to recover such damages as allowed by law. In addition, this Contract may be cancelled by either party, without cause, with 60 days written notice to the other party. Upon the effective date of any termination or cancellation, Association will not be obligated for any additional fees to FirstService, but will be responsible for all accrued and unpaid fees and all costs incurred or contracted for by FirstService pursuant to this Contract through such date.

2.3 If allowed by applicable law, this Contract will automatically be extended after the Initial Term on an annual basis for successive 1 year renewal terms ("**Extended Term**").

A. If either party desires that this Contract not automatically extend for another year, they will provide written notice of their intent to cancel at least 60 days prior to the expiration of the Initial Term or any Extended Term of this Contract.

B. If an automatic annual extension is not allowed by law, this Contract will automatically be extended on a month-to-month basis until the termination of this Contract. During the period of time when this Contract has been extended on a month-to-month basis, either party will have the right to terminate this Contract without cause upon 30 days' written notice to the other party.

3. **SERVICES**. During the term hereof, FirstService will assist Association in performing the following services as requested by Association, when and if needed and as limited by the hours as stipulated in Schedule I of this Contract, or as otherwise specified herein, to assist Association, and will appoint at least 1 employee (i.e., the Community Association Manager ("**CAM**")) to effectuate same:

3.1 In addition to those employees of FirstService stipulated in Schedule I of this Contract, FirstService will employ and supervise such persons as needed (which person or persons employed by FirstService may be on a part-time or full-time basis) or assist Association in engaging as independent contractors or employees working on behalf of Association such persons, firms or companies necessary to properly operate Community and maintain the common areas/elements of Community ("**Common Areas**"), according to FirstService's reasonable judgment, the budget of Association and the directives of the Board of Directors of Association ("**Board of Directors**" or "**Board**"). All personnel so employed by FirstService will be engaged on behalf of and for the benefit of Association. Any vendors or independent

contractors will be deemed hired by Association. FirstService will also assist Association in coordinating the work of any independent contractors engaged by Association with the day to day activities of Association. However, under no circumstances will FirstService or an employee of FirstService be designated to serve as Association's representative in any contract.

3.2 Cause those portions of Common Areas to be maintained and repaired including, but not limited to, landscaping, painting, roofing, cleaning and such other ordinary maintenance and repair together with the purchase of materials, equipment and supplies consistent with the approved budget or as requested by Association; provided, however, FirstService will not obligate Association for any single item of repair, replacement, refurbishing, materials, equipment or supplies the cost of which exceeds the sum of \$1,000.00 without the prior approval of Association, unless provided for in the approved budget of Association. Notwithstanding anything contained herein to the contrary, FirstService will have the right, but not the duty, without first obtaining the approval of Association, to make emergency repairs and replacements which, according to FirstService's reasonable belief, are required to eliminate or avoid danger to persons or to property, for the preservation and safety of Association, for the safety of persons, or in order to avoid suspension of any necessary service to Association.

3.3 FirstService will advise owners of Units/Lots ("Owners") and occupants of the need to comply with the Declaration, Articles of Incorporation and Bylaws of Association and applicable rules and regulations, in connection with the operation of Community and any violations thereof actually known by FirstService. Notwithstanding anything contained in this Contract to the contrary, Association hereby acknowledges that in no event will FirstService be liable for the failure of Association, Owners and occupants to comply with all laws, statutes, ordinances and rules of governmental authorities and the Declaration, Articles of Incorporation, Bylaws of Association and applicable rules and regulations of Community. Notwithstanding anything to the contrary contained herein, FirstService does not have the authority to provide and will not be responsible for providing legal advice to Association.

3.4 Subject to the direction of Association and Association budget, FirstService will solicit contracts on behalf of Association as needed for services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of Common Areas. All contracts will be approved and executed by an officer of Association. Association acknowledges that within the scope of this Contract and in carrying out all of its duties and responsibilities hereunder, including but not limited to those set forth in this paragraph, FirstService is acting solely as an agent for Association and, accordingly, any expenses or liabilities incurred by FirstService hereunder, whether in its name or that of Association, will be the sole obligation of Association and not that of FirstService. Neither FirstService nor any of its partners, stockholders, officers, directors, employees, servants or agents will be personally liable in any fashion for any contract made in compliance with the provisions of this Contract. The parties hereto acknowledge and agree that notwithstanding anything to the contrary contained herein or elsewhere in this Contract, FirstService will not perform, nor be expected to perform, the services which would normally be performed by a construction manager and/or an engineer on construction projects undertaken, or to be undertaken, by Association.

3.5 Engage a payroll processing service or other entity, at Association's direction and expense, to prepare, as needed, all payroll and file the necessary forms, as needed, for employment insurance, withholding and social security taxes and all other forms relating to employment of Association's employees, if any, required by federal, state or municipal authorities. (This subparagraph relates only to those direct employees of Association, if any, not to employees of FirstService who provide services to Association under this Contract.)

3.6 Retain and engage, as needed, at Association's direction, approval and expense and as agents of Association, such attorneys, accountants, insurance consultants, tax consultants and other experts and professionals, whose services Association may reasonably require.

3.7 Maintain, as needed, appropriate records of all insurance coverage carried by Association, including, but not limited to, current policy information, certificates of insurance, and procurement of loss runs.

3.8 Accept applications and references of prospective Unit/Lot purchasers and facilitate transfers and leases of Units/Lots, all as needed; provided, however, that the actual approval or disapproval of the same will be given and executed by a proper officer of Association as and if required by the Declaration.

3.9 Prepare and send, as needed, all letters, reports and notices as may be reasonably requested by Association, and attend **monthly** meetings of Board of Directors, annual meeting and budget meeting of Association and file minutes thereof, which minutes will be prepared and recorded by Association or its designee.

3.10 Perform periodic visual Community inspections and make recommendations to Board of Directors as to maintenance and improvements to Common Areas.

3.11 Provide regular reports to Board of Directors of the status of pending and completed operations affecting Association.

3.12 Provide the day-to-day bookkeeping services, as needed or monthly, necessary to pay the bills of Association. This service will consist of the following:

Initials MM
Initials AS

A. Keep all records of and perform all services in connection with the payment of bills, payrolls and such other items as may be provided for in the budget.

B. Collect all regular and special assessments levied by Board of Directors, as needed or monthly, from Association's members and other revenues, which may be due Association. Association hereby authorizes FirstService to request, demand, collect, receive and receipt for any and all assessments and charges which may be due Association and to alert Association's attorney of the status of receivables where they may need to take action in the name, and on behalf, of Association by way of making, recording, satisfying or foreclosing Association's liens therefore, initiating legal process or taking such other action necessary or appropriate, in its reasonable judgment, subject to Association's approval, for the collection of such assessments.

C. Cause all bills received and approved by Association, as needed or monthly, for services, work and supplies ordered in connection with maintaining and operating Community, to be paid by Association from Association's available funds all such proper bills as and when the same will become due and payable.

D. Maintain, as needed, Association's financial record books, accounts and other financial related records as provided by Association's Bylaws and pursuant to applicable law and issue certificates of account to Owners and their mortgagees and lienors together with such other documents as may be generally requested or provided in connection with sales, mortgages, or other transfers of Units/Lots or interests therein. FirstService may charge reasonable fees to Owners, purchasers of Units/Lots, their mortgagees and lienors (jointly referred to as, "**Owner Parties**") as additional compensation to FirstService for the preparation of a certificate of account and for such other documents as may be generally requested or provided in connection with sales, mortgages, or other transfers of Units/Lots or interests therein, to the extent not prohibited by applicable law, and for preparation and delivery of documents to be delivered to a purchaser in connection with the sale of a Unit/Lot. To the extent that applicable law prohibits FirstService from charging Owner Parties reasonable fees or if FirstService is limited in the amounts it may charge Owner Parties for certificates of account and/or related documents by statute or administrative rule, Association agrees to pay reasonable fees to FirstService for the preparation and delivery of documents to be delivered to a purchaser in connection with the sale of a Unit/Lot. The parties agree that an annual compilation, review or audit of the financial records will be made by an independent certified public accountant employed by, and at the cost, expense and approval of Association and at such times as determined by Association.

E. Prepare, annually, a suggested operating budget for Association setting forth an itemized statement of anticipated receipts and disbursements based upon the then current schedule for assessments and taking into account the general condition of Association and Community. Said budget, together with an explanatory statement, will be submitted to Association for final approval. The budget will serve as a supporting document for the schedule of assessments, reserve transfers and master assessment payments.

F. Deposit, as needed or weekly, all funds collected from Owners and others into an FDIC-insured bank account established and maintained by FirstService, in FirstService's preferred partner bank, an operating account ("**Account**") in the name of Association and federal tax identification number. Such Account will be separate from all other accounts of FirstService and will identify FirstService as agent or custodian of said Account with signatory authority. FirstService may establish Association's reserve account(s) and any other accounts in the name of Association at a financial institution(s) chosen by FirstService and FirstService will have signatory authority over all reserve accounts. FirstService will have no liability or responsibility for the rate of interest earned, if any, on such funds. FirstService will be under no liability or responsibility for any loss resulting from the insolvency of such depository. Within 60 days following the termination of the contract relationship between Association and FirstService, any account established and maintained by FirstService will be closed and their balances will be transferred to a new bank as designated by Association.

G. On a monthly basis, FirstService will render to Board of Directors statements of receipts, expenses, disbursements, financial charges, reserves and bank reconciliations. These statements will include a general analysis comparing the actual receipts and expenses to Association's approved budget. FirstService will provide the financial reports to the Board of Directors on or before the 30th of the month for the previous month (or on the next business day if the 30th falls on a Saturday, Sunday, or holiday) if bank statements are provided to FirstService on a timely basis, unless Association is notified in writing of a delay due to Association's actions, request or if otherwise agreed by the parties for the particular month affected. This first financial report provided to Association may be delayed due to the transition of services or if Association utilizes a non-FirstService preferred partner bank. In the event Association cannot provide accurate financial information at the commencement of bookkeeping services which would include, but is not limited to, accurate general ledger beginning balances, Owners' ledgers, financial statement packages and supporting documents or schedules, FirstService will only be responsible to produce a cash management report, an accounts payable report and an accounts receivable report reflecting information from and after the commencement of the bookkeeping services. If Association requests that FirstService assists in the process of obtaining accurate financial information, Association will be charged \$100.00 per hour for bookkeeping employees and \$250.00 per hour for any of FirstService's vice presidents or directors. Said charges will also apply for bookkeeping services outside the scope of this Contract. If Association requests that FirstService use incomplete or inaccurate financial information provided by

MM AS

Association or its agent, Association will indemnify, defend and hold harmless FirstService, its directors, officers, agents, and employees, including reasonable attorney’s fees and costs from any Claims (as defined herein), and will not assert any Claims related to the use and application of the incomplete or inaccurate financial information by FirstService.

3.13 FirstService will have access to Common Areas at all times as may be necessary so as to perform its duties hereunder.

3.14 FirstService represents and warrants that the person or persons employed by FirstService to directly provide any community association management services as defined in Chapter 468, Florida Statutes as required under this Contract will have at all times a Community Association Manager’s license from the Florida Department of Business & Professional Regulation, and that FirstService will otherwise comply with provisions of Section 468.432, Florida Statutes.

3.15 The assumption of obligations by FirstService under this Contract is as agent of Association and does not require FirstService to pay any of the costs and expenses which are the obligation of Association, except as specifically assumed by FirstService in this Contract.

3.16 The records of Association that are in FirstService’s possession will be kept at the office of FirstService or at a location designated by FirstService, and will be available for inspection, and for review and audit all as required by applicable law. For extraordinary or repeated records inspection or production requests, FirstService may charge Association a reasonable administrative fee for the time required to produce documents and for the time of a representative of FirstService to oversee the inspection.

4. **DESIGNATION.** Association will designate in writing a single individual who will be authorized to deal with FirstService on any matter relating to this Contract. In the absence of any such designation, the President of Association will have this authority. Association will not interfere nor permit, allow or cause any of its Officers, Directors or members to interfere with FirstService in the performance of its duties or in the exercise of any of its powers hereunder.

5. **INSURANCE.** Association and FirstService agree to obtain and maintain the respective insurance policies as set forth in this Contract (the “**Required Policies**”). The insurance requirements set out in the following subparagraphs are independent from all other obligations of the parties to this Contract and apply whether or not required by any other provision of this Contract, and regardless of the enforceability of any other provisions of this Contract. If, at any time, either party hereto allows any of its Required Policies to lapse, the other party may immediately terminate this Contract upon delivery of written notice to the other party.

5.1 By Association. Association hereby agrees to maintain at all times and to provide evidence of the following insurance to FirstService. Coverage for FirstService as an insured will apply as non-contributing insurance before any other insurance or self-insurance, including any deductible or retention maintained by, or provided to, FirstService:

A. Commercial General Liability Insurance covering all premises and operations, including and with limits not less than: (1) \$1,000,000 each occurrence for bodily injury, property damage and personal and advertising injury; (2) \$2,000,000 general aggregate; (3) \$1,000,000 products and completed operations; (4) \$1,000,000 non-owned and hired auto liability; (5) contractual liability; (6) assault and battery covered as a regular occurrence; and (7) “your real estate manager” included as an insured in the “Who Is An Insured” section of the policy.

B. Directors’ and Officers’/Employment Practices Liability Insurance, including and with limits not less than: (1) \$1,000,000 per claim and aggregate applicable to the D&O coverage section; (2) \$1,000,000 per claim and aggregate applicable to the third-party EPL coverage section; (3) retroactive date back to the inception date of Association or coverage for full prior acts; and (4) FirstService as “property manager” must be included within the policy’s definition of “insured” to the extent acting on behalf of Association pursuant to the terms of this Contract. In the event Association’s Umbrella or Excess Liability Insurance (as detailed below) does not sit over its Directors’ and Officers’/Employment Practices Liability Insurance, the coverages referenced herein will be increased to \$2,000,000.

C. Workers’ Compensation Insurance providing state statutory coverage for all employees, subcontractors, or volunteers of Association, and Employers’ Liability Insurance with limits not less than: (1) \$500,000 each accident for bodily injury; (2) \$500,000 each employee for bodily injury caused by disease; and (3) \$500,000 bodily injury caused by disease.

D. Umbrella or Excess Liability Insurance, including and with limits not less than: (1) \$5,000,000 each occurrence and aggregate; (2) follow-form coverage sitting over Association’s Commercial General Liability, Directors’ and Officers’/Employment Practices Liability and Employers’ Liability policies; and (3) coverage for FirstService will be primary before any other insurance or self-insurance, including any deductible maintained by or provided to FirstService other than the Commercial General Liability, Directors’ and Officers’/Employment Practices Liability and Employer’s Liability coverages maintained by Association.

E. Commercial Crime Insurance written on a discovery form with a policy limit not less than the higher of the amount stated in Association’s governing documents or the minimum amount as may be required by applicable

law or any regulatory requirements, covering employee dishonesty, client coverage if applicable, forgery & alteration, money & securities inside and outside the premises, computer fraud and wire transfer fraud. Must include coverage for FirstService as property manager.

F. Property or Hazard Insurance written on an all-risk or special-perils form covering 100% of Association's real and personal property values, or as otherwise mandated by state law.

G. Cyber Liability Insurance, where applicable, with limits not less than \$100,000.

H. All insurance carriers must be rated "A IX" or better by A.M. Best Company or "Substantial" or better by Demotech, and must be licensed or authorized to do business in the state in which Community is located.

I. Prior to the commencement of work under this Contract, Association will provide a current and original certificate of insurance providing evidence of the aforementioned insurance requirements. Association and FirstService agree that no work will commence under the terms of this Contract until a current and original certificate of insurance is received and approved by FirstService. Association will supply FirstService with a current and original certificate of insurance showing evidence of renewal coverage in compliance with the terms of this Contract.

5.2 By FirstService. FirstService hereby agrees to maintain at all times and to provide evidence of the following insurance:

A. Commercial General Liability Insurance, including and with limits not less than: (1) \$1,000,000 each occurrence for bodily injury, property damage and personal and advertising injury; (2) \$2,000,000 general aggregate; (3) \$1,000,000 products and completed operations; (4) contractual liability coverage; and (5) assault and battery covered as a regular occurrence.

B. Commercial Auto Liability Insurance, including and with limits not less than: (1) \$1,000,000 combined single limit and (2) \$1,000,000 non-owned and hired automobile liability.

C. Workers' Compensation Insurance providing state statutory coverage for all employees or subcontractors of FirstService, with Employers' Liability Insurance with limits not less than: (1) \$500,000 each accident for bodily injury; (2) \$500,000 each employee for bodily injury caused by disease; and (3) \$500,000 bodily injury caused by disease.

D. Umbrella or Excess Liability Insurance, including and with limits not less than: (1) \$5,000,000 each occurrence and aggregate and (2) follow-form coverage over the Commercial General Liability and Employers' Liability policies.

E. Crime policy with third party protection with limits not less than \$1,000,000.

F. Prior to the commencement of work under this Contract and upon request of Association, FirstService will provide a current and original certificate of insurance providing evidence of the aforementioned insurance requirements. Association will be an additional insured for vicarious liability only on FirstService's Commercial General Liability and Commercial Auto Liability policies to the extent that FirstService is obligated to indemnify Association pursuant to this Contract. Upon request of Association, FirstService will supply Association with a current and original certificate of insurance showing evidence of renewal coverage in compliance with the terms of this Contract.

5.3 Waiver of Subrogation. Association expressly waives all rights of subrogation against FirstService for damages or losses, regardless of whether or not covered by any insurance obtained by Association or required to be obtained by Association pursuant to this Contract. Association's Required Policies will include an express waiver of subrogation either by endorsement or policy language.

6. **COMPENSATION AND COST REIMBURSEMENT.**

6.1 Association agrees to pay FirstService the sum(s) stipulated in Schedule I of this Contract per month ("**Contract Price**"), in advance on the first day of each month or as otherwise stated in this paragraph to be paid bi-weekly in arrears. The Contract Price may be increased due to any increases in social security, Medicare, unemployment, minimum wage or other governmental imposed taxes or charges, and/or due to any increases in workers' compensation insurance rates as stipulated by NCCI, and will be a direct pass through to Association as of the effective date of any such increase. By agreement in writing by both parties, the management fee payable to FirstService may be increased to the amount reflected each year in the operating budget as adopted and approved for the ensuing year. Association will establish and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by FirstService to meet Association's obligations for all amounts owed to FirstService under this Contract. Association will reimburse FirstService bi-weekly, in arrears, for actual wages paid (as per agreement by both parties) plus any labor rate and accrued benefits as stipulated in Schedule I if labor is provided on that basis. Association agrees that all outstanding balances due in excess of 30 days will be assessed interest at the maximum rate as allowed by law on the unpaid balance. Further, if payments for on-site staff are more than 15 days delinquent, FirstService will have the ability, notwithstanding anything to the contrary contained in this Contract, to remove on-site staff members upon 7 days' written notice to Association. During the period of time that on-site staff members have been removed from the Community, FirstService will have no responsibility for performance of services under this Contract that would be performed by on-site staff members. Further, FirstService will not be liable to Association, its members or to Owners,

MM AS
Initials _____ Initials _____

their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to FirstService's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when FirstService's on-site staff members have been removed from the Community.

6.2 Any additional hours or staff, including, but not limited to staff needed to work for employees who take provided PTO, vacation or holiday time, or bonuses requested by Association will be paid for at the individual's compensation plus labor rate as stipulated in Schedule I. Any employees of FirstService that are required to remain on-site will be paid during their break. Any non-exempt employee working in excess of 40 hours per week will be paid at time and one half.

6.3 In addition, any on-site Community Association Manager or maintenance supervisor who is an employee of FirstService will be required to attend periodic off-site continuing education programs or training sessions arranged by FirstService. FirstService will attempt to arrange such sessions to minimize any inconvenience to Association, and such sessions will be kept to a minimum.

6.4 Except as is otherwise expressly provided herein, Association will pay or reimburse FirstService for all additional expenses (as are more specifically set forth by illustration only in Schedule II hereto, made a part hereof by this reference) which may be incurred by FirstService in providing services, materials and supplies immediately upon receipt of an invoice thereof, except that FirstService will not be entitled to reimbursement for salaries of officers of FirstService and general office overhead of FirstService, as said items are actually included within the Contract Price.

6.5 Without limiting the provisions of Paragraph 6.4, if Association requests in writing that FirstService provide project coordination services to coordinate the project with the day-to-day affairs of Association, FirstService may charge for restoration of Common Areas after natural disasters and other insurable claims such as, without limitation, hurricanes, fire or floods, or other construction projects undertaken by Association. Association agrees to reimburse FirstService in an amount as the parties mutually agree for the additional administrative burden FirstService will incur and for additional staff, if needed, to assist with and coordinate the insurance claims (if any) and the repair and restoration process and work performed by contractors engaged by Association.

6.6 FirstService may charge Association for litigation support services, which may include but are not limited to, court appearances, production of documents, discovery, meetings with counsel, depositions, etc. at \$75.00 per hour for administrative staff; \$150.00 per hour for the community association manager, regional director, or bookkeeping staff; and \$300.00 per hour for vice presidents, presidents or officers of FirstService. Association will not be billed for litigation support services performed by on-site staff provided that such services can be performed during normal working hours within the normal day-to-day responsibilities of FirstService, the document requests are not excessive or unreasonable, and FirstService is not required to provide temporary support staff. In addition, FirstService may seek reimbursement of any administrative and legal fees and costs that are incurred by FirstService in response to subpoenas or administrative orders that seek the production of any documents in FirstService's possession, custody, and control relating to Association. The charges will not exceed \$300.00 per hour for attorney time, \$125.00 per hour for paralegal time, \$40.00 per GB upload/download for eDiscovery software, \$0.25 per page for hardcopy production, and \$0.05 per page for electronic production. This paragraph will survive the termination or expiration of this Contract.

7. **ENGAGEMENT OF EMPLOYEES BY ASSOCIATION.** Association recognizes that FirstService (i) is engaged in the competitive community association management business, (ii) invests time and money in the hiring, training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce, and (iii) has a legitimate business interest in protecting its employee resources and the investment it makes to develop and enhance those resources. Accordingly, Association covenants and agrees that it will not, directly or indirectly, hire, employ, or otherwise engage any employees of FirstService, or former employees of FirstService, who provided services to Association ("**FirstService Employees**"), prospective employees FirstService presents for consideration ("**FirstService Prospective Employees**") or contract with, or in any way engage, the services of any firms employing any FirstService Employees or FirstService Prospective Employees during the term of this Contract and for a period of 12 months following the end of the contract relationship between the parties hereto. Should Association violate this paragraph, it agrees to pay, as liquidated damages, and not a penalty or buyout, the sum of 30% of the annual salary/wages of said FirstService Employees at time of termination or resignation of said employee(s) from FirstService, and/or the sum of 30% of the anticipated annual salary/wages of said FirstService Prospective Employees. Association agrees that the afore-described liquidated damages are fair, equitable, and reasonable sums not disproportionate to the anticipated and probable injuries which would result from a breach by Association and are appropriate to compensate FirstService for such contemplated injuries, the actual value of which are not certain and are currently difficult to ascertain. This paragraph will survive the termination or expiration of this Contract.

8. **NOTICES.** All notices required hereunder will be in writing and will be effective when deposited in the United States mail, with proper postage prepaid, certified mail, return receipt requested, or by national carrier delivery (FEDEX

or UPS) and will be properly addressed:

To Association:

To the current President
At Association's address of record or the mailing address
FirstService has on file for the President.

To FirstService:

FIRSTSERVICE RESIDENTIAL FLORIDA, INC.
2950 N 28th Terrace
Hollywood, FL 33020
Attention: Legal Department

or to such other address or person as either party will, from time to time, designate for itself, in writing, to the other party, provided that notice of any change of address or contact person will not be effective until received.

9. **LIABILITY.** FirstService is not liable to Association (or to its directors, members, tenants, shareholders or their guests and invitees) for any Claims (defined below) unless the Claim is caused by FirstService's gross negligence, willful misconduct or to the extent such Claim is finally adjudicated to have been caused by FirstService's negligence. FirstService will indemnify Association for any Claims to the extent the Claim is caused by FirstService's gross negligence, willful misconduct or to the extent such Claim is finally adjudicated to have been caused by FirstService's negligence. "**Claims**" means any loss, claim, demand, liability, damages, injunctive relief, fines, penalties, administrative (or administrative agency) complaints, costs and expenses (including reasonable legal fees). Neither party is liable for consequential, exemplary or punitive damages. "**Indemnified Parties**" means FirstService and its parent company, affiliates, their respective shareholders, members, directors, officers, partners, employees, representatives, assigns and agents. Association will defend, indemnify and hold harmless the Indemnified Parties from Claims arising from any of the following: bodily injury, personal injury or property damage, including but not limited to property damage caused by FirstService employees; acts performed by FirstService under this Contract; liens filed against Community, Association, or the Indemnified Parties; liability based on FirstService's status under applicable law as a "managing agent" (or similar characterization); acts of Association or its employees or third parties hired by Association; events that either occurred prior to FirstService's appointment or after the termination of this Contract; or FirstService's negligence (but not if caused by FirstService's gross negligence, willful misconduct or to the extent such Claim is finally adjudicated to have been caused by FirstService's negligence) including but not limited to the negligent actions of the Indemnified Parties, regardless of whether such negligence was the sole, proximate or producing cause of the Claims. If any applicable legal limitations affect the enforceability of the indemnification under this Contract, such legal limitations will operate to amend the indemnification only to the minimum extent necessary to bring the provisions of this Contract into conformity with the requirements of such limitations. This indemnification is not limited to amounts payable under insurance policies. This paragraph does not abrogate FirstService's rights to coverage under any Association insurance policy, or modify the provisions of Paragraph 5. This paragraph survives the expiration or termination of this Contract.

10. **MISCELLANEOUS.**

10.1 In any legal action arising from this Contract or connected herewith the prevailing party will be entitled to recover all costs and reasonable attorneys' fees incurred (whether pre-trial, at mediation, arbitration or trial and in any appeals).

10.2 In any litigation arising from this Contract, venue will be solely in **St. Johns** County, Florida.

10.3 Association and FirstService hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal action or proceeding arising out of or relating to this Contract or any contract or transactions contemplated hereby, and for any counterclaim in connection herewith.

10.4 No waiver of a breach of any of the covenants contained in this Contract will be construed to be a waiver of any succeeding breach of the same or any other covenant.

10.5 No modification, release, discharge or waiver of any provision hereof will be of any force, effect or value, unless in writing, signed by both of the parties to this Contract, their respective successors and assigns. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Contract or any addendum transmitted by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original executed copy of this Contract or addendum hereto for all purposes. Execution by FirstService must be by a president or any other executive officer as reflected in the records maintained by the Secretary of State.

10.6 If any term or condition of this Contract is, to any extent, invalid or unenforceable, the remainder of this Contract is not to be affected thereby and each term and condition of this Contract is to be valid and enforceable to the fullest extent permitted by law. This Contract will be construed in accordance with the laws of the State of Florida.

10.7 FirstService will be free to contract for similar services to be performed for other entities, wherever located, while it is under contract with Association. Under no circumstances will this Contract provide the basis for Association, or any of its members, officers, directors, agents or employees, to look to FirstService as its or their employer, or a partner or principal. Nothing in this Contract will be deemed to create or be construed as constituting a joint venture or partnership between Association and FirstService. Association, its members, officers, directors, agents

MM

AS

or employees who are not direct employees of FirstService will not be entitled to, nor will they make any claim for, any benefits accorded to FirstService's employees, including, but not limited to, workers' compensation, vacation or sick pay.

10.8 Except as otherwise set forth herein, this Contract constitutes the entire understanding and agreement between the parties hereto, supersedes all prior written or oral agreements with respect to its subject matter. Notwithstanding the foregoing, this Contract will not act to excuse any amounts due and unpaid under a previous contract between the parties, nor will this Contract act to extinguish any obligations from a previous contract between the parties which specifically survive the termination or expiration thereof. This Contract will be binding upon the parties hereto and their respective successors and assigns.

10.9 Association represents and warrants that the execution, delivery and performance of this Contract by Association will not conflict with, nor result in the breach of, any agreement, whether oral or written, document, indenture or other instrument to which Association is a party or under which it is bound. Association further represents and warrants that it has full power and authority to execute and deliver this Contract, and to perform the obligations hereunder, and that it has taken all actions necessary to authorize the execution, delivery and performance of this Contract. Association also represents that it is not bound by the terms of any collective bargaining agreement and there has been no action taken by its employees which would subject Association to the collective bargaining process under applicable labor laws. Association is not aware of any labor organizing efforts involving its employees.

10.10 To the extent Chapter 718 is applicable to this Community, the parties hereto hereby acknowledge and agree that this Contract complies with Section 718.3025, Florida Statutes.

10.11 Association agrees to provide a safe and healthy work environment for all employees provided by FirstService. If FirstService, in the exercise of its reasonable discretion, determines that there are conditions within the Community which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by Owners, residents, guests and invitees, FirstService will have the ability, notwithstanding anything to the contrary contained in this Contract, to remove on-site staff members upon written notice to Association. During the period of time that on-site staff members have been removed from the Community, FirstService will have no responsibility for performance of services under this Contract that would be performed by on-site staff members. Further, FirstService will not be liable to Association, its members or to Owners, their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to FirstService's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when FirstService's on-site staff members have been removed from the Community.

10.12 FirstService is not an architect, landscape architect, engineer or construction manager and does not provide these types of professional services under this Contract. Notwithstanding anything to the contrary in this Contract, it is not FirstService's responsibility to determine whether any structure within the Community, including its architectural design or whether the height and location of the hedges, foliage, and/or other landscaping is in compliance with federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the Community. FirstService disclaims any and all liability related to, arising out of or associated with the professional services referenced in this paragraph and FirstService has no liability for any claims or lawsuits related to, arising out of, or associated with the professional services referenced in this paragraph. This paragraph survives the expiration or termination of this Contract.

10.13 In the event that FirstService will be required under any law or by any governmental agency to collect sales tax on any fees payable to FirstService hereunder, the amount of any such sales tax will be charged to and will be payable by Association. In the event the governing municipality imposes a charge for a business tax receipt, occupational license or similar charge related to FirstService's performance of services for Association from Association's on-site management office, the actual charge will be paid by Association.

10.14 During the term of this Contract and to the extent not prohibited by the governing documents, FirstService reserves the right to affix and maintain a sign in a prominent location within the Community to identify FirstService ("Professionally Managed by ..."). Said sign will be in a location likely to come to the attention of those entering the Community, and will have approximate dimensions of 15"w x 12"h.

10.15 Association acknowledges and agrees that it and/or Owners may from time to time receive email contact or other communication from FirstService regarding topics including, but not limited to, discounts obtained by FirstService for various services which are being made available to Owners, promotions being offered by FirstService or services being offered by FirstService and/or its affiliated or related companies or subsidiaries.

10.16 FirstService does not provide notary services. Any employee who notarizes a document is acting outside the scope of FirstService's employment. Accordingly, notwithstanding anything to the contrary contained in this Contract, Association hereby agrees to defend, indemnify and hold harmless FirstService and its employees from any claims, demands, suits, etc., including, but not limited to reasonable attorney's fees and costs whether pre-litigation, or at the

trial or appellate levels, if applicable, against it or them by any party, resulting from or related to the performance of the above services, except if caused solely by the gross negligence of FirstService.

10.17 The parties hereto will be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "**Force Majeure**"), except with respect to amounts to be paid by Association for services actually provided by FirstService pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure will excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to FirstService by Association for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period will be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing will not be interpreted as extending the term or renewal term of this Contract.

10.18 Association agrees that FirstService employees will not be required to act as Association's corporate representative for purposes of discovery, hearings, mediation, or trial, whether in litigation, arbitration, administrative or other proceedings.

11. **DISCLOSURE.**

11.1 **In General.** Association is the ultimate decision maker for the purchase of goods and services and the selection of the vendors for the Community. In connection with its duties under this Contract, FirstService will recommend to Association the purchase of goods and services from various vendors, some of whom may be affiliates of FirstService or businesses with which FirstService has a contractual or other relationship under preferred vendor programs. Association is not obligated to engage FirstService's preferred vendors or any other recommended provider. FirstService endeavors to develop affiliated and preferred vendor programs which address the needs of its clients and which focus on bringing value to its clients. FirstService and the current subsidiary/related companies providing services in Florida are: FirstOnSite Restoration, Inc.; FirstService Energy, LLC; FirstService Financial, Inc.; FS Insurance Brokers, Inc.; FirstService Residential, Inc.; FirstService Residential Technologies, Inc.; American Pools operating under various fictitious names and/or related entities; California Closets operating under various fictitious names and/or related entities; Century Fire Protection operating under various fictitious names and/or related entities; Certa ProPainters operating under various fictitious names and/or related entities; Magic Bubbles operating under various fictitious names and/or related entities; Paul Davis Restoration, Inc. and all franchisees and related entities; and Planned Companies operating under various fictitious names and/or related entities.

11.2 **FirstService Financial.** FirstService Financial, Inc. and its subsidiary FS Insurance Brokers, Inc. (collectively, "**FirstService Financial**") are affiliates of FirstService that were formed for the purpose of aggregating the buying power of properties managed by FirstService and its affiliates. FirstService Financial develops banking and insurance programs that are offered exclusively to clients of FirstService and its affiliates. FirstService Financial may receive fees or commissions from their banking and insurance partners for their assistance with the development, placement, servicing and maintenance of these programs.

11.3 **Third Party Screening and/or Vendor Compliance.** If Association selects a screening company which uses FirstService to assist in the screening process and/or the secure storage of screening reports, FirstService may be reimbursed by the screening company in an amount as FirstService and the screening company may mutually determine. FirstService may use a third party to assist with vendor compliance. In such event, FirstService may be reimbursed by the third party in an amount as FirstService and the third party may mutually determine.

12. **SPECIAL TERMS.**

12.1 **Commencement of Limited Services.** In an effort to achieve a seamless transition of services, upon Association's request and direction, FirstService may perform limited services, such as establishing Association's bank accounts and causing payment of certain invoices (the "**Limited Services**") prior to commencement. The fee(s) for such services will be as mutually agreed upon by the parties. Should FirstService provide the Limited Services, the terms and conditions of this Contract will apply as if this Contract is in full force and effect.

12.2 **Allocation of Labor and/or Fees.** The labor and/or management fees have been allocated based on the assumption that FirstService is managing **Trout Creek Community Development District** and **Shearwater Homeowners Association, Inc.** Should FirstService not be managing **both** of the **Shearwater/Trout** entities outlined above, and should FirstService and the remaining **Shearwater/Trout** entity which is/are being managed by FirstService not agree on the re-allocation of labor and/or management fees, FirstService may terminate this Contract upon 30 days' written notice.

12.3 **Shared On-Site Staff.** Association shares the below on-site staff with other **Shearwater/Trout** entities. Any wages, labor rate, health care benefits or other costs associated with these employees that are payable to FirstService will be paid by **Trout Creek Community Development District.**

Position

- General Manager
- Assistant Manager
- Lifestyle Coordinator
- Code Enforcement (Design and Community Standards Coordinator)
- Maintenance Supervisor (Facilities Director)
- Maintenance (Maintenance Technician)

12.4 **Re-Evaluation of Staff.** The parties acknowledge that the Amenity Facilities are understaffed based on services detailed herein. As a result of the foregoing, the parties agree to re-evaluate the services and related staffing needs of the Amenity Facilities and memorialize same via renewal agreement no later than September 30, 2023.

12.5 **Engagement of Employees Exclusion.** The provisions set forth in Paragraph 7 of this Contract do not apply to any personnel employed by Association prior to the inception of the relationship between Association and FirstService ("**Prior Association Employees**"), the names of which will be formally provided by Association to FirstService within 5 business days of the commencement of this Contract. If the names of the Prior Association Employees are not provided to FirstService within 5 business days of the commencement of this Contract with formal notice as stipulated in Paragraph 8 of this Contract, there will be no Prior Association Employees excluded from the provisions set forth in Paragraph 7 of this Contract.

ABSENCE OF SECURITY DISCLAIMER. Association is not entering into an agreement with FirstService to provide any form of security, detective, burglar protection, or other protection services. Protection services include, but are not limited to: bodyguard services, burglar or fire alarm or other security system devices, monitoring and maintenance, guard, patrol and parking or other facility security services, vehicle or foot patrol, gate, lobby, or entrance guard service, or personnel which may be dispatched from any other site upon request for any of the aforementioned reasons (collectively, "**Security/Protection Services**"). Association understands that FirstService is not providing any form of Security/Protection Services. Association recognizes it is possible that board members, occupants, invitees, Owners, tenant, or guests may interpret the presence of FirstService employees as a form of security, but Association is responsible to clearly communicate to its board members, occupants, invitees, Owners, tenants, and guests that FirstService is not providing any form of Security/Protection Services. FirstService will not in any way be considered an insurer or guarantor of Security/Protection Services within the Community. FirstService will not be held liable for any loss or damage by reason of failure to provide adequate Security/Protection Services nor for ineffectiveness of Security/Protection Services measures undertaken or for any negligence in not providing Security/Protection Services. FirstService does not represent or warrant that any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices, security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices or other security systems or services will provide the detection or protection for which the system is designed or intended and further acknowledges that FirstService has made no representations or warranties nor has Association, any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written above:

SHEARWATER HOMEOWNERS ASSOCIATION, INC.

Michael McCollum

Signature

Michael McCollum, President

Printed Name and Title

FIRSTSERVICE RESIDENTIAL FLORIDA, INC.

Amy Sanchez

Signature

Amy Sanchez - President, Central Florida

Printed Name and Title

SCHEDULE I – CONTRACT PRICE
SHEARWATER HOMEOWNERS ASSOCIATION, INC.
2,782 Units/Lots

MANAGEMENT FEE

Includes supervising regional director and bookkeeping services

<u>CLOSED UNITS/LOTS</u>	<u>MONTHLY</u>
0 – 2,000	\$6,125.00
2,001 – 2,500	\$7,875.00
2,501 – 2,782	\$9,737.00

Post term 5% annual increase if Contract is extended after Initial Term (rounded to nearest dollar)

ON-SITE STAFF (IF APPLICABLE)

The on-site staff will consist of the following positions to be provided by FirstService. This is the minimum staffing and may only be increased upon prior written approval of Association and FirstService:

<u>Position</u>	<u>Minimum Hours Per Week</u>	<u>Labor Rate</u>
Any additional administrative	Per mutual approval	20 %
Any additional concierge/front desk	Per mutual approval	30 %
Any additional non-administrative	Per mutual approval	30 %

The labor rate as stipulated above is a percentage of and is added to the wages paid and includes, but is not limited to, social security tax, federal/state unemployment tax, workers' compensation insurance, FirstService's contribution to employee 401(k) benefit, pre-employment screening, recruitment expense, payroll processing and human resource administration.

Eligible on-site staff will receive the following minimum benefits (if Association elects eligible full-time employees of FirstService for a part-time position at Association, these benefits will be on a pro rata basis):

1. Standard health care benefits will be offered to all eligible on-site staff members who are employees of FirstService, with Association and the employee each paying a portion of the cost. The monthly amount Association will be responsible for in 2023 for each eligible on-site staff member who elects coverage is \$698.00, which is inclusive of the costs associated with the benefits. This amount will be referred to as the "**Monthly Benefit Payment**" and is subject to increase on an annual basis and is due in full as to any employee that elects coverage and is employed as of the first of the month. There is no credit or pro rata return of any portion of the Monthly Benefit Payment should an employee resign, be terminated or transferred after the first of the month. Employees are entitled to standard health care benefits while on FMLA leave. Employees who elect coverage will have the option to select alternate health care plans offered by FirstService and/or add dependents.

2. Association is responsible to pay for employees paid time off provided by FirstService's policies, including but not limited to holidays, accrued vacation, and personal time off ("**PTO**") as stipulated in FirstService's standard employment policies, up to and including the termination of this Contract or transfer of the employee from this Community.

SCHEDULE II
SHEARWATER HOMEOWNERS ASSOCIATION, INC.

These expenses are subject to increase upon 30 days' written notice to Association.

- A. **STANDARD CHARGES.** The following expenses will be charged to and become a cost of Association when applicable and will be reimbursed to FirstService.
1. Maintenance fee payment handling of \$1.10 per Unit/Lot per month, regardless of payment frequency or method of payment (whether statements/direct debit, or other form of non-delinquent assessment communication).
 2. Administrative fees for production and inspection of records by Association members at \$75.00 per hour for administrative staff and \$150.00 per hour for the community association manager, regional director, or bookkeeping staff.
 3. Community technology solutions, including Connect and the website at \$100.00 per month.
 4. Miscellaneous expenses (storage/retrieval, notice of availability of year-end financial report, 1099 forms and preparation, etc.) at \$850.00 per year; copies at \$250.00 per year.
 5. Payroll and system technology cost at cost.
 6. Courier services at cost.
 7. Membership notices/packages at \$7.50 per Unit/Lot.
 8. Gate software monitoring at \$100.00 per month; access hardware changes (decals/fobs) at \$50.00 per month.
- B. **ADDITIONAL CHARGES.** The following expenses will be charged to and become a cost of Association when applicable and will be reimbursed to FirstService.
1. Special assessment preparation and communication at \$12.95 per Unit/Lot per year for each assessment issued.
 2. Special assessment processing at \$3.00 per Unit/Lot for months when the special assessment is due throughout the term of the assessment.
 3. Monthly fee to operate a time clock or other time capture device within the Community and fees/costs to install and/or service.
 4. NSF check handling fee to the extent not prohibited by law to compensate FirstService for the processing of the NSF and the preparation and mailing of the notice.
 5. Violation notices at \$8.50 each.
 6. Postcards at \$2.00 per Unit/Lot.
 7. Check handling fee at \$2.00 per check that is unable to post (i.e., not signed, not dated properly, not made payable to Association, etc.).
 8. Any fees/costs to acquire/install/service/operate cell phones or on-site computers/office equipment.
 9. Reimbursement for items such as business cards, name tags, uniforms, office supplies, and janitorial supplies
 10. Certified mail handling at \$7.50 per piece.
 11. Manual check processing, other than in an emergency at \$3.00 per check; emergency manual checks at \$25.00.
 12. If applicable: Fees associated with usage of FirstService's DocuSign services for board business.
 13. Leasing administration fee: Fees/costs to provide lease management services as per mutual agreement of the parties.
 14. If applicable: Any services not provided for in this Contract will be agreed upon in writing by Association and FirstService (e.g., the creation and maintenance of applications or websites for Association).
 15. Additional/specialized administrative support services are billed at \$75.00 per hour for administrative staff and \$150.00 per hour for community association managers.
 16. Reimbursement for travel and expenses of FirstService employees related to Association business.
 17. Administrative fee for bank accounts at non-FirstService partner banks: \$25.00 per account per month.
 18. Certificates of deposit: \$50.00 per certificate at opening and each renewal.
- C. The following expenses will be billed to Association and charged to Owner for reimbursement to Association.
1. Collections as follows:
 - Delinquent account reminders at \$11.00 each.
 - 30 day collection notices at \$36.00 each.
 - Attorney transfer packages on collection matters at \$200.00 each.
 - Statutorily required notification of intent to record claim of lien at \$150.00 each (if Association elects to have FirstService prepare/send the notification and governing law or regulation does not preclude FirstService from preparing the notification).
- D. The following expenses will be charged to Owner or third party.
1. FirstService may charge, collect and retain a lease or resale application processing fee to the extent not prohibited by law.

Exhibit A-2

**AGREEMENT BETWEEN TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT AND FIRSTSERVICE RESIDENTIAL FLORIDA, INC.
FOR PROPERTY MANAGEMENT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into as of
4/27/2023, 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, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**” or “**CDD**”), and

FIRSTSERVICE RESIDENTIAL FLORIDA, INC., a Florida corporation whose mailing address is 2950 North 28th Terrace, Hollywood, Florida 33020 (the “**Facilities Manager**” or “**FirstService**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including recreation centers that include swimming pools, a fitness room, outdoor parks and trails, a kayak launch, and other recreation facilities (collectively, “**Amenity Facilities**”); and

WHEREAS, the District intends to provide for the operation and maintenance of the Amenity Facilities; and

WHEREAS, Facilities Manager has a background in the management and maintenance of recreation facilities and other common areas and is capable and willing to provide such management and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into this Agreement with Facilities Manager to manage and/or maintain the Amenity Facilities and common areas and to provide other services as described in this Agreement and included in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (collectively, “**Services**”).

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, 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 herein as a material part of this Agreement.

2. ENGAGEMENT OF SERVICES. The District agrees to engage Facilities Manager to provide the Services. This Agreement grants to Facilities Manager the right to enter and use the Amenity Facilities for the purposes and uses described in this Agreement, and Facilities Manager

hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

3. SCOPE OF SERVICES AND TERM. Facilities Manager agrees to provide the Services as set forth in the Scope of Services attached hereto as **Exhibit A**, which is made a part hereof by this reference from May 1, 2023 through September 30, 2025 ("**Initial Term**") and through any Extended Term (as defined in Section 10). To the extent that any provision of **Exhibit A** conflicts with any provision contained herein, the express terms of this Agreement shall control.

4. COMPENSATION. District agrees to pay FirstService the sum(s) stipulated in Schedule I of this Agreement per month ("**Contract Price**"), in advance on the first day of each month, or as otherwise stated in this paragraph to be paid bi-weekly in arrears. The Contract Price may be increased due to any increases in social security, Medicare, unemployment, minimum wage or other governmental imposed taxes or charges, and/or due to any increases in workers' compensation insurance rates as stipulated by NCCI, and will be a direct pass through to District as of the effective date of any such increase. By agreement in writing by both parties, the management fee payable to FirstService may be increased to the amount reflected each year in the operating budget as adopted and approved for the ensuing year. District will establish and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by FirstService to meet District's obligations for all amounts owed to FirstService under this Agreement. District will reimburse FirstService bi-weekly, in arrears, for actual wages paid (as per agreement by both parties) plus any labor rate and accrued benefits as stipulated in Schedule I if labor is provided on that basis. District agrees that all outstanding balances due in excess of 30 days will be assessed interest at the maximum rate as allowed by law on the unpaid balance. Further, if payments for on-site staff are more than 15 days delinquent, FirstService will have the ability, notwithstanding anything to the contrary contained in this Agreement, to remove on-site staff members upon 7 days' written notice to District. During the period of time that on-site staff members have been removed from the Amenity Facilities, FirstService will have no responsibility for performance of services under this Agreement that would be performed by on-site staff members. Further, FirstService will not be liable to District, its members or to owners, their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to FirstService's inability and/or failure to perform any of its duties and obligations under the Agreement during the period of time when FirstService's on-site staff members have been removed from the Amenity Facilities.

5. GENERAL PROVISIONS.

A. It is understood and agreed that at all times the relationship of Facilities Manager and its employees, agents, or anyone directly or indirectly employed by Facilities Manager to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Facilities Manager or any of its employees, agents, or anyone directly or indirectly employed by Facilities Manager. The parties acknowledge that Facilities Manager

is not an employee for state or federal tax purposes. Facilities Manager shall hire and pay all of Facilities Manager's employees, agents, or anyone directly or indirectly employed by Facilities Manager, all of whom shall be employees of Facilities Manager and not employees of the District and at all times entirely under Facilities Manager's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Facilities Manager's payments; ii) make state or federal unemployment insurance contributions on Facilities Manager's behalf; iii) withhold state or federal income tax from payment to Facilities Manager; iv) make disability insurance contributions on behalf of Facilities Manager; or v) obtain Workers' Compensation insurance on behalf of Facilities Manager.

B. Facilities Manager shall promptly respond to any and all emergencies or problems related to the Amenity Facilities or District property, and shall report to the District Manager all known problems related to the Amenity Facilities or District property within seventy-two (72) hours.

C. Costs incurred by Facilities Manager due to emergencies or at the written direction of the District shall be reimbursed to Facilities Manager at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Facilities Manager.

D. Facilities Manager understands and agrees that office supplies shall be provided by the District in an amount not to exceed the District's adopted budget for such items, and should additional office supplies be needed, Facilities Manager shall submit a written request to the District, and the District may approve or deny such request in its sole discretion.

E. INTENTIONALLY OMITTED.

F. INTENTIONALLY OMITTED.

G. If reasonably can be performed by on-site staff during their normal scheduled hours along with their other responsibilities, Facilities Manager shall provide assistance in the development and execution of a Marketing and Communications Plan and periodic community surveys at no additional charge to the District.

H. Facilities Manager shall provide assistance in managing and administering the District's website and newsletters to ensure prompt, convenient and accurate information is published at no additional charge to the District.

I. Facilities Manager shall perform periodic energy reviews to assist in the reduction of the District's utility costs at no additional charge to the District.

J. Facilities Manager shall secure “preferred pricing” from vendors, when possible, at no additional charge to the District.

K. In the event of any conflict between this Agreement, Exhibit A and Schedule I, this Agreement shall supersede and control.

6. SHARING OF REVENUES. INTENTIONALLY OMITTED.

7. CARE OF THE PROPERTY. To the extent that damage to the Amenity Facilities is caused solely by FirstService’s negligence, FirstService will repair such damage.

8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Facilities Manager shall use industry-standard chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Facilities Manager shall take any action necessary to promptly comply with any and all orders or requirements affecting the Amenity Facilities placed thereon by any governmental authority having jurisdiction. However, Facilities Manager shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Facilities Manager shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

9. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Facilities Manager shall promptly, and in no event within more than seventy-two (72) hours, provide a written report to the District Manager documenting all known accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District’s Board of Supervisors (“Board”) expressly directs Facilities Manager otherwise, in writing.

10. TERMINATION AND EXTENDED TERM.

A. TERMINATION. In the event that either party defaults by failing to perform its obligations set forth in this Agreement, the other may give 30 days’ written notice of its intent to cancel with specific detail as to the alleged breach. Should the default not be cured within the 30 day period (or in the case of a default requiring more than 30 days to cure, unless reasonable steps have been taken to cure such default and such cure is diligently pursued thereafter), the non-defaulting party will have the right to cancel this Agreement and/or the right to institute appropriate legal proceedings to recover such damages as allowed by law. In addition, this Agreement may be cancelled by either party, without cause, with 60 days written notice to the other party.

B. EXTENDED TERM. If allowed by applicable law, this Agreement will automatically be extended after the Initial Term on an annual basis for successive 1 year renewal terms (“Extended Term”).

(i) If either party desires that this Agreement not automatically extend for another year, they will provide written notice of their intent to cancel at least 90 days prior to the expiration of the Initial Term or any Extended Term of this Agreement. This shall not impact either party's ability to terminate with or without cause on 60 days' written notice.

(ii) If an automatic annual extension is not allowed by law, this Agreement will automatically be extended on a month-to-month basis until the termination of this Agreement. During the period of time when this Agreement has been extended on a month-to-month basis, either party will have the right to terminate this Agreement without cause upon 30 days' written notice to the other party.

11. INSURANCE.

A. Facilities Manager shall maintain throughout the term of this Agreement the following insurance:

i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

ii. Commercial General Liability Insurance with limits of \$1,000,000 (one million dollars) applicable to bodily injury, sickness, or death in any one occurrence and \$1,000,000 (one million dollars) for loss or damage to property in any one occurrence.

iii. Employer's Liability Coverage with limits of \$250,000 (two hundred fifty thousand dollars).

iv. Professional Liability Insurance with limits of \$1,000,000 (one million dollars).

v. The District and the members of its Board of Supervisors shall be listed as certificate holders and additional insured parties on each such policy. Upon request, Facilities Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.

B. District shall maintain throughout the term of this Agreement the following insurance:

i. Commercial General Liability Insurance covering all premises and operations, including and with limits not less than: (1) \$1,000,000 each occurrence for bodily injury, property damage, and personal and advertising injury; (2) \$2,000,000 general aggregate; (3) \$1,000,000 products and completed operations; (4) \$1,000,000 non-owned and hired auto liability;

(5) contractual liability; (6) assault and battery covered as a regular occurrence; and (7) "no exclusions for food-borne illnesses."

ii. Public Officials'/Employment Practices Liability Insurance, including and with limits not less than: (1) \$1,000,000 per claim and aggregate applicable to the Public Officials' coverage section; (2) \$1,000,000 per claim and aggregate applicable to the EPL coverage section; (3) retroactive date back to the inception date of District or coverage for full prior acts; and (4) must cover third party EPL claims.

iii. Workers' Compensation Insurance on an "IF ANY" basis providing state statutory coverage and Employers' Liability Insurance with limits not less than: (1) \$500,000 each accident for bodily injury; (2) \$500,000 each employee for bodily injury caused by disease; and (3) \$500,000 bodily injury caused by disease.

iv. INTENTIONALLY OMITTED.

v. INTENTIONALLY OMITTED.

vi. Property or Hazard Insurance written on an all-risk or special-perils form covering 100% of District's real and personal property values, or as otherwise mandated by state law.

vii. Cyber Liability Insurance, where applicable.

viii. INTENTIONALLY OMITTED.

ix. Prior to the commencement of work under this Agreement, District will provide a current and original certificate of insurance providing evidence of the aforementioned insurance requirements. District and FirstService agree that no work will commence under the terms of this Agreement until a current and original certificate of insurance is received and approved by FirstService. District will supply FirstService with a current and original certificate of insurance showing evidence of renewal coverage in compliance with the terms of this Agreement.

12. INDEMNIFICATION.

A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Facilities Manager will defend, indemnify, save, and hold the District, and its Board of Supervisors, employees and assigns (“**District Indemnitees**”) harmless from all loss, damage, injury, or any other claims, including all judgments, liens, liabilities, debts, and obligations resulting from the negligent acts or omissions of Facilities Manager or its officers, directors, agents, assigns or employees provided, however, that the Facilities Manager shall have no obligation to the District hereunder with respect to indemnified liabilities to the extent such liabilities resulted from: (a) the negligence or willful misconduct of the District; (b) the failure of the District to perform its obligations under this Agreement; or (c) the District’s violation of law.

C. The District shall cooperate with Facilities Manager in the defense of any claim, suit, action, or demand. The settlement of any claims, suits, actions, or demands by the District shall require prior approval by Facilities Manager, which approval shall not be unreasonably withheld.

D. INTENTIONALLY OMITTED.

E. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies, and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section 12 shall survive the termination or expiration of this Agreement.

13. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District’s right to protect its rights from interference by a third-party to this Agreement.

14. ENFORCEMENT OF AGREEMENT. In the event that either the District or Facilities Manager is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegals’ fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

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

16. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties hereto.

17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the

requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

18. NOTICES. All notices, requests, consents, and other communications under this Agreement (“Notice” or “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 FirstService: FirstService Residential Florida, Inc.
2950 North 28th Terrace
Hollywood, Florida 33020
Attn: Legal Department

B. If to District: Trout Creek Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

19. THIRD-PARTY BENEFICIARIES. This Agreement 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 Agreement. Nothing in this Agreement 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 Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Facilities Manager and their respective representatives, successors, and assigns.

20. ASSIGNMENT. Neither the District nor Facilities Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Notwithstanding the foregoing, FirstService may assign this Agreement to an affiliate of FirstService without the prior written consent of the District. An affiliate of FirstService is any company owned or controlled by FirstService's ultimate parent company, FirstService Corporation, a foreign corporation ("Affiliate"). The District will be deemed to be in consent to assignment to a third-party that is not an Affiliate if notice of non-consent is not received within 30 days. Any purported assignment without such written approval shall be void.

21. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

22. EFFECTIVE DATE. This Agreement shall become effective after execution by both the District and the Facilities Manager.

23. PUBLIC RECORDS. Facilities Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Facilities Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Facilities Manager acknowledges that the designated public records custodian for the District is Melissa Dobbins ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Facilities Manager 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 the contract term and following the contract term if Facilities Manager 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 Facilities Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Facilities Manager, Facilities Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF FACILITIES MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FACILITIES MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270,

MDOBBINS@RIZZETTA.COM, AND 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

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

25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

26. 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.

27. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement 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 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.

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

29. SCRUTINIZED COMPANIES STATEMENT. Facilities Manager certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Facilities Manager is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

30. E-Verify. The Facilities Manager shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Facilities Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Facilities Manager anticipates entering into agreements with a subcontractor for the Work, Facilities Manager will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida*

Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Facilities Manager shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Facilities Manager shall be liable for any additional costs incurred by the District because of the termination. If the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Facilities Manager has otherwise complied with its obligations hereunder, the District shall promptly notify the Facilities Manager. The Facilities Manager agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

31. ADHERENCE TO DISTRICT RULES AND POLICIES. The Facilities Manager and its personnel shall be familiar with, and comply with, all District rules and policies, and further shall ensure that all persons using the Amenities are informed with respect to the rules and policies and ensure that said persons conform therewith. The Facilities Manager has the authority to have patrons, guests, and others who are failing to comply with District rules and policies removed from the Amenities only to the extent such authorization is set forth in the District's rules and policies and only to the extent the Facilities Manager acts in a manner consistent with the District's rules and policies. Such incidents shall be reported promptly to the District.

32. PROCUREMENT PROCEDURES BY FACILITIES MANAGER. Facilities Manager shall have the authority to make payment directly to vendors for emergency or non-recurring purchases using a District-issued debit card/credit card ("**CDD Card**") as described in this section. All of Facilities Manager's expenditures shall be in accordance with the District's rules of procedure and Florida law. The District and Facilities Manager will work together to prepare and implement a standard operating procedure for use of the CDD Card. The District shall provide to Facilities Manager two (2) CDD Cards for the General Manager, Lifestyle Director and Maintenance Supervisor. The General Manager, Lifestyle Director and Maintenance Supervisor, on behalf of Facilities Manager, shall be the only individuals authorized to use the CDD Cards and shall execute and abide by the District's *Agreement Regarding Use of District-Issued CDD Card*, the form of which is attached hereto as **Exhibit B** and incorporated herein by this reference. To the extent feasible, the Facilities Manager shall take all necessary steps to ensure that any CDD Card purchases are made on a tax-exempt basis. The District shall not replenish the CDD Cards until provided with a full accounting, including copies of any receipts, for any monies the Facilities Manager spent. Any purchases pursuant to this section that would require spending in excess of the applicable line-item amounts set forth in the annual operations and maintenance budget adopted by the District's Board and as may be amended from time to time ("**O&M Budget**") shall require prior approval from the Board. The Facilities Manager shall be responsible for reimbursing the District for any CDD Card purchases that are not supported by appropriate receipts, or other proof of payment mutually agreed upon by the Parties, or that are not approved as part of the O&M Budget or by the Board ("**Reimbursement Amount**") as well as any fees or penalties incurred as a result of such purchases. The Facilities Manager shall pay the District an additional fee in the amount of ten (10) percent of the Reimbursement Amount in the event Facilities Manager fails to reimburse the District within fifteen (15) days of receipt of notice from the District of unsupported CDD Card charges.

33. COOPERATION WITH AUDIT; BOOKS AND RECORDS. The parties agree and acknowledge that any and all agreements, notes, or other documents relating to the management of the District's facilities are the property of the District. Facilities Manager shall promptly furnish District with all documents and records relating to the management of the Facility, provided the Facilities Manager may retain copies of any such documents and records necessary for its own business purposes, including in connection with its income tax obligations. Additionally, Facilities Manager shall cooperate in good faith with any and all reasonable requests in connection with the annual audit of the District's financial affairs. Facilities Manager shall maintain its books and records in a manner sufficient to allow the District to properly conduct its annual audit.

34. TRAINING AND BACKGROUND. The Facilities Manager and all associated personnel shall have completed any required training to perform the scope of services. The Facilities Manager and personnel shall also be familiar with all District and HOA written policies and procedures, as may be amended from time to time. Facilities Manager will perform all necessary in-service training for its personnel. In addition, Facilities Manager will administer background checks to all personnel charged with staffing the Amenity Facilities prior to commencing work.

35. ASSUMPTION OF OBLIGATIONS. The assumption of obligations by FirstService under this Agreement is as agent of the District and does not require FirstService to pay any of the costs and expenses.

36. DESIGNATION. The District will designate in writing a single individual who will be authorized to deal with FirstService on any matter relating to this Agreement. In the absence of any such designation, the District Manager will have this authority. The District will use its best efforts to prevent its officers, directors or members from interfering with FirstService in the performance of its duties or in the exercise of any of its powers hereunder.

37. ADDITIONAL HOURS. Any additional hours or staff, including, but not limited to staff needed to work for employees who take provided PTO, vacation or holiday time, or bonuses requested by the District will be paid for at the individual's compensation plus labor rate as stipulated in Schedule I. Any employees of FirstService that are required to remain on-site will be paid during their break. Any non-exempt employee working in excess of 40 hours per week will be paid at time and one half.

38. TRAINING SESSIONS. In addition, any on-site General Manager or Maintenance Supervisor who is an employee of FirstService will be required to attend periodic off-site continuing education programs or training sessions arranged by FirstService. FirstService will attempt to arrange such sessions to minimize any inconvenience to the District, and such sessions will be kept to a minimum.

39. PROJECT COORDINATION SERVICES. If District requests in writing that FirstService provide project coordination services to coordinate the project with the day-to-day affairs of District, FirstService may charge for restoration of Amenity Facilities after natural disasters and other insurable claims such as, without limitation, hurricanes, fire or floods, or other

construction projects undertaken by District. District agrees to reimburse FirstService in an amount as the parties mutually agree for the additional administrative burden FirstService will incur and for additional staff, if needed, to assist with and coordinate the insurance claims (if any) and the repair and restoration process and work performed by contractors engaged by District.

40. ENGAGEMENT OF EMPLOYEES BY THE DISTRICT. The District recognizes that FirstService (i) is engaged in the competitive community association management business, (ii) invests time and money in the hiring, training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce, and (iii) has a legitimate business interest in protecting its employee resources and the investment it makes to develop and enhance those resources. Accordingly, the District covenants and agrees that it will not, directly or indirectly, hire, employ, or otherwise engage any employees of FirstService, or former employees of FirstService, who provided services to the District ("**FirstService Employees**"), prospective employees FirstService presents for consideration ("**FirstService Prospective Employees**") or contract with, or in any way engage, the services of any firms employing any FirstService Employees or FirstService Prospective Employees during the term of this Agreement and for a period of 12 months following the end of the contract relationship between the parties hereto. Should the District violate this paragraph, it agrees to pay, as liquidated damages, and not a penalty or buyout, the sum of 30% of the annual salary/wages of said FirstService Employees at time of termination or resignation of said employee(s) from FirstService, and the sum of 30% of the anticipated annual salary/wages of said FirstService Prospective Employees. The District agrees that the afore-described liquidated damages are fair, equitable, and reasonable sums not disproportionate to the anticipated and probable injuries which would result from breach by the District and appropriate to compensate FirstService for such contemplated injuries, the actual value of which are not certain and are currently difficult to ascertain. This paragraph will survive the termination or expiration of this Agreement.

41. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties hereto, supersedes all prior written or oral agreements with respect to its subject matter.

42. RIGHT TO REMOVE. District agrees to provide a safe and healthy work environment for all employees provided by FirstService. If FirstService, in the exercise of its reasonable discretion, determines that there are conditions within the Amenity Facilities which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by owners, residents, guests and invitees, FirstService will have the ability, notwithstanding anything to the contrary contained in this Agreement, to remove on-site staff members upon written notice to District. During the period of time that on-site staff members have been removed from the Amenity Facilities, FirstService will have no responsibility for performance of services under this Agreement that would be performed by on-site staff members. Further, FirstService will not be liable to District, its members or to owners, their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to FirstService's inability and/or failure to perform any of its duties and obligations under the

Agreement during the period of time when FirstService's on-site staff members have been removed from the Amenity Facilities.

43. PROFESSIONAL SERVICES DISCLAIMER. FirstService is not an architect, landscape architect, engineer or construction manager and does not provide these types of professional services under this Agreement. Notwithstanding anything to the contrary in this Agreement, it is not FirstService's responsibility to determine whether any structure within the Amenity Facilities, including its architectural design or whether the height and location of the hedges, foliage, and/or other landscaping is in compliance with federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the Amenity Facilities. FirstService disclaims any and all liability related to, arising out of or associated with the professional services referenced in this paragraph and FirstService has no liability for any claims or lawsuits related to, arising out of, or associated with the professional services referenced in this paragraph. Notwithstanding the foregoing, FirstService understands its contractual obligations for maintenance of the Facility Amenities. For example, in the implementation of the inspection, repair and maintenance of the Amenity Facilities, if the appropriate inspection, repair or maintenance requires expertise beyond that held by FirstService, FirstService commits to identifying and coordinating with the District to procure appropriate experts. This paragraph survives the expiration or termination of this Agreement.

44. TAXES. INTENTIONALLY OMITTED.

45. SIGNS. During the term of this Agreement and, subject to the District's written consent, FirstService may affix and maintain a sign in a prominent location on the property to identify FirstService ("Professionally Managed by ..."). **Said sign and location will be subject to the prior approval of the District and will be** in a size likely to come to the attention of those entering the property, and will have approximate dimensions of 15"w x 12"h.

46. COMMUNICATIONS. The District acknowledges and agrees that it, and not individual residents, may from time to time receive email contact or other communication from FirstService regarding topics including, but not limited to, discounts obtained by FirstService for various services which are being made available to residents, promotions being offered by FirstService or services being offered by FirstService and/or its affiliated or related companies or subsidiaries.

47. FORCE MAJEURE. The parties hereto will be excused from the obligation to perform pursuant to the terms of this Agreement to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "Force Majeure"), except with respect to amounts to be paid by District for services actually provided by FirstService pursuant to this Agreement during a Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, a Force Majeure will excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for

performance of an obligation of either party (other than payment to FirstService by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period will be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing will not be interpreted as extending the term or renewal term of this Agreement.

48. NON-CORPORATE REPRESENTATIVE. District agrees that FirstService employees will not be required to act as District's corporate representative for purposes of discovery, hearings, mediation, or trial, whether in litigation, arbitration, administrative or other proceedings.

49. MEETINGS. Prepare and send, as needed, all letters, reports and notices as may be reasonably requested by the District, and attend **up to 15 meetings to include:** meetings of the Board of Supervisors, and budget meeting of the District and file minutes thereof, which minutes will be prepared and recorded by the District or its designee.

50. DISCLOSURE.

A. IN GENERAL. The District is the ultimate decision maker for the purchase of goods and services and the selection of the vendors for the property. In connection with its duties under this Agreement, FirstService will recommend to the District the purchase of goods and services from various vendors, some of whom may be affiliates of FirstService or businesses with which FirstService has a contractual or other relationship under preferred vendor programs. The District is not obligated to engage FirstService's preferred vendors or any other recommended provider. FirstService endeavors to develop affiliated and preferred vendor programs which address the needs of its clients and which focus on bringing value to its clients. FirstService and the current subsidiary/related companies providing services in Florida are: FirstOnSite Restoration, Inc.; FirstService Energy, LLC; FirstService Financial, Inc.; FS Insurance Brokers, Inc.; FirstService Residential, Inc.; FirstService Residential Technologies, Inc.; American Pools operating under various fictitious names and/or related entities; California Closets operating under various fictitious names and/or related entities; Century Fire Protection operating under various fictitious names and/or related entities; Certa ProPainters operating under various fictitious names and/or related entities; Magic Bubbles operating under various fictitious names and/or related entities; Paul Davis Restoration, Inc. and all franchisees and related entities; and Planned Companies operating under various fictitious names and/or related entities.

B. FIRSTSERVICE FINANCIAL. FirstService Financial, Inc. and its subsidiary FS Insurance Brokers, Inc. (collectively, "**FirstService Financial**") are affiliates of FirstService that were formed for the purpose of aggregating the buying power of properties managed by FirstService and its affiliates. FirstService Financial develops banking and insurance programs that are offered exclusively to clients of FirstService and its affiliates. FirstService Financial may receive fees or

commissions from their banking and insurance partners for their assistance with the development, placement, servicing and maintenance of these programs.

C. THIRD PARTY SCREENING AND/OR VENDOR COMPLIANCE. If the District selects a screening company which uses FirstService to assist in the screening process and/or the secure storage of screening reports, FirstService may be reimbursed by the screening company in an amount as FirstService and the screening company may mutually determine. FirstService may use a third party to assist with vendor compliance. In such event, FirstService may be reimbursed by the third party in an amount as FirstService and the third party may mutually determine.

51. SPECIAL TERMS.

51.1 ALLOCATION OF LABOR AND/OR FEES. The labor and/or management fees have been allocated based on the assumption that FirstService is managing **Trout Creek Community Development District and Shearwater Homeowners Association, Inc.** Should FirstService not be managing both of the Shearwater/Trout entities outlined above, and should FirstService and the remaining Shearwater/Trout entity which is/are being managed by FirstService not agree on the re-allocation of labor and/or management fees, FirstService may terminate this Agreement upon 30 days' written notice.

51.2 SHARED ON-SITE STAFF. District shares the below on-site staff with other Shearwater/Trout entities. Any wages, labor rate, health care benefits or other costs associated with these employees that are payable to FirstService will be paid by **Trout Creek Community Development District.**

Position

General Manager
Assistant Manager
Lifestyle Coordinator
Code Enforcement (Design and Community Standards Coordinator)
Maintenance Supervisor (Facilities Director)
Maintenance (Maintenance Technician)

51.3 RE-EVALUATION OF STAFF. The parties acknowledge that the Amenity Facilities are understaffed based on services detailed herein. As a result of the foregoing, the parties agree to re-evaluate the services and related staffing needs of the Amenity Facilities and memorialize same via renewal agreement no later than September 30, 2023.

51.4 BUDGETED FEES. For the sake of transparency, the forecasted District budget should reflect the following for fees as it relates to the management services paid to FirstService for the services contemplated hereunder. For additional information on the forecasted District budget, refer to Schedule I.

May 1, 2023 - September 30, 2023: \$298,234.00
October 1, 2023 - September 30, 2024: \$713,660.88

October 1, 2024 - September 30, 2025: \$758,016.08

52. ABSENCE OF SECURITY DISCLAIMER. District is not entering into an agreement with FirstService to provide any form of security, detective, burglar protection, or other protection services. Protection services include, but are not limited to: bodyguard services, burglar or fire alarm or other security system devices, monitoring and maintenance, guard, patrol and parking or other facility security services, vehicle or foot patrol, gate, lobby, or entrance guard service, or personnel which may be dispatched from any other site upon request for any of the aforementioned reasons (collectively, “**Security/Protection Services**”). District understands that FirstService is not providing any form of Security/Protection Services. District recognizes it is possible that board members, occupants, invitees, owners, tenant, or guests may interpret the presence of FirstService employees as a form of security, but District acknowledges that FirstService is not providing any form of Security/Protection Services. FirstService will not in any way be considered an insurer or guarantor of Security/Protection Services within the Amenity Facilities. FirstService will not be held liable for any loss or damage by reason of failure to provide adequate Security/Protection Services nor for ineffectiveness of Security/Protection Services measures undertaken or for any negligence in not providing Security/Protection Services. FirstService does not represent or warrant that any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices, security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices or other security systems or services will provide the detection or protection for which the system is designed or intended and further acknowledges that FirstService has made no representations or warranties nor has District, any owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose.

[Signatures on next page]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary




Chairperson/Vice Chairperson
FRANK MURPHY
Seat 4

WITNESS:

**FIRSTSERVICE RESIDENTIAL
FLORIDA, INC.**



By: Alexis Allison



By: Amy Sanchez

Its: President, Central Florida

- Exhibit A:** Scope of Services
- Exhibit B:** Agreement regarding District Issued Cards
- Schedule I:** Contract Price

EXHIBIT A

SCOPE OF MANAGEMENT SERVICES

I. Administration and Coordination

- a. Interface with District Attorney, District Engineer and District Manager at least weekly, or as needed.
- b. Prepare for, set up and/or coordinate facilities for, and attend **up to 15 meetings to include:** CDD meetings, interface with five board members.
- c. Meet with CDD staff to prepare for the meetings and provide reports to the CDD summarizing operations, programming participation levels, problems and other areas pertinent to the operation of the CDD's facilities.
- d. Administer District contracts.
- e. Develop, train, and supervise onsite team members.
- f. Manage the Café:
 1. Keep inventory of Café, order supplies and track purchase.
 2. Follow opening and closing procedures.
- g. Assist CDD in procuring and maintaining all required licenses and permits.

II. Community Knowledge, Coordination, Outreach and Resident Services

- a. Administer all CDD Policies and Procedures
- b. Provide information to community regarding general issues, publish e-blasts, as needed.
- c. Be knowledgeable of the Shearwater Master Declarations and understanding of the Trout Creek CDD and its geography.
- d. On-site liaison with the St. Johns River Water Management District coordinating use of over wetland and upland conservation areas. Communication with homeowner as needed for compliance issues.
- e. Maintain office on-site with regular business hours.
- f. On-site management of District response to resident and public inquiries and concerns.

- g. Resident relations — handle all resident personal visits and telephone calls, including new residents and renters. Greeting visitors/residents to determine the nature of their visit and assisting or directing them as necessary.
- h. Providing visitors with general information about the community/amenities/area
- i. Providing detailed information about new resident registration.
- j. Providing potential residents and real estate agents information regarding CDD fees.
- k. Listening to resident concerns and handle accordingly by directing them to appropriate staff members.
- l. Providing answers to commonly asked questions, etc.
- m. Responding to emails from residents, vendors, and other parties.
- n. Preparing welcome letters and packages for new property owners.
- o. Responding to telephone, e-mail and on-site inquiries
- p. Managing Reception which duties include:
 - 1. New resident registration and current resident updates to information.
 - 2. Entering resident information into resident database.
 - 3. Issuing amenity cards and reprinting amenity cards.
- q. Maintain resident directory and email list.
- r. Processing incoming/outgoing mail.

III. Safety

- a. Coordinate all emergency procedures regarding District facilities and operations, including:
 - 1. Establishing plans.
 - 2. Monitoring equipment.
 - 3. Executing plan in live emergencies (tropical storms, hurricanes, wildfire) - Direct and assist with any St. Johns County Emergency Operations Center— mandated evacuations, bomb searches and life safety alarms as deemed reasonable and prudent.
 - 4. Assist St. Johns County Sheriff and/or Fire Rescue emergency authorities and response teams as requested.

5. Coordination with FEMA as needed.
- b. Administer the safety program and support CDD managers with the implementation.
- c. Coordinate meeting with insurer and CDD managers to review safety procedures.
- d. INTENTIONALLY OMITTED.

IV. Inspection, Repair and Maintenance

- a. Administer activities and coordinate administration with the Engineer and landscape maintenance provider related to the physical operation of the District property, including:
 1. Regular inspections of all CDD facilities with the Engineer and landscape maintenance provider for appearance and functionality.
 2. Oversee the cleaning of their respective departments.
- b. Landscape Maintenance management/oversight, including CDD-owned passive green space.
- c. Streetlight (decorative) maintenance and repair administration.
- d. Street sign maintenance and repair administration.
- e. Street, sidewalk and curb maintenance and repair administration.
- f. Storm water system maintenance and repair administration.
- g. Maintenance and repair administration of raised boardwalks, multi-use paths, sports courts, playgrounds, kayak launch, and passive park equipment.
- h. Monitor condition of roadways and coordinate repairs.

V. Amenities

- a. Amenities management/oversight — Meet with the on-site staff and district management regularly to discuss and/or resolve any homeowner related issues, employee issues or department policies.
- b. Oversee club and organized event usage and rentals of amenity facilities.
- c. Administer activities and coordinate administration of matters relating to the physical operation of the District's amenity facilities, including:

1. Regular inspections of all CDD amenity facilities with the Engineer and landscape maintenance provider for appearance and functionality.
 2. Oversee the cleaning of the amenity facilities.
 3. Implement a maintenance and repair/replacement program for all building systems including roof, paint, HVAC, and other mechanical components as well as furnishings and equipment based on the recommended maintenance and repair/replacement schedules provided by CDD's third party vendors.
 4. Take inventory of all furniture, equipment, significant tools and supplies at least annually and provide the District a copy upon request.
- d. Create and facilitate a sense of community amenity programming including:
1. Plan and execute events for the community for all ages.
 2. Foster activity groups to cultivate hobbies and interests among residents.
 3. Communicate regularly with residents.
 4. Manage and update Shearwater website and event calendar.
 5. Coordinate rentals for private events.

VI. Fiscal and Budgeting

- a. INTENTIONALLY OMITTED.
- b. Review invoices and confirm related services have been performed.
- c. Supports CDD's retained accounting firm with respect to the research of past due invoices.
- d. Coordinates with CDD's retained accounting firm with respect to the processing of on-site transactions.
- e. Coordinate with CDD's retained accounting firm on budget process to achieve overall cost increase/decrease to homeowner.
- f. Oversees vendor contracts to include confirming COIs are updated.
- g. Supports amenity operations including POS system, inventories and resident IDs (card systems).
- h. Operations analysis.
- i. Provide input as it related to budget preparation.

EXHIBIT B

AGREEMENT REGARDING USE OF DISTRICT-ISSUED CDD CARD

As the General Manager/Lifestyle Director/Maintenance Supervisor for the Trout Creek Community Development District (“District”), and pursuant to that certain *Agreement between Trout Creek Community Development District and FirstService Residential Florida, Inc. for Amenity Facilities Management*, with an effective date of May 1, 2023 (“Agreement”), I, _____, as General Manager/Lifestyle Director/Maintenance Supervisor, understand that I am authorized to use the District-issued CDD Card, as defined in the Agreement, to make purchases as set forth in the Agreement. In this respect, I will adhere to the following:

1. Compliance with Agreement, Rules & Policies. I agree to abide by all of the terms of the Agreement, as may be amended from time to time. I further agree to abide by the policies of the bank from which the CDD Card is issued. I understand all such terms, rules, and policies.

2. Authorized Expenditures Only. I agree to use the CDD Card for approved District expenditures only, as set forth in the Agreement, and not personal expenses. I further agree not to use the CDD Card to obtain cash advances of any kind, whether from banks, credit unions, automatic tellers, or other means. I understand that in all cases of misuse, the District reserves the right to recover any monies and other damages from me.

3. Security. I agree to maintain the security of the CDD Card at all times in order to prevent the CDD Card from being used for fraudulent or corrupt purposes, and to account for all CDD Card expenditures with appropriate receipts.

4. Accounting. I understand that the CDD Cards will be funded in accordance with the written standard operating procedure and in order for the account to be replenished I must submit appropriate receipts to the District pursuant to the terms of the Agreement. I understand that unaccounted for or unapproved CDD Card expenditures are my responsibility, and that I may be liable for them at the discretion of the District. I will notify the District immediately upon discovering the CDD Card has been lost, misused, or stolen.

5. Conclusion of Employment. Upon the conclusion of my employment, I agree to submit the CDD Card to the District and all receipts within twenty-four (24) hours of my last day of work.

Signature: _____ Date: _____

SCHEDULE I
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
0 Units/Lots

MANAGEMENT FEE

Includes supervising regional director

<u>EFFECTIVE</u>	<u>MONTHLY</u>
May 2023	\$1,500.00
October 2023	\$1,575.00
October 2024	\$1,654.00

Post term 5% annual increase if Agreement is extended after Initial Term (rounded to nearest dollar)

ON-SITE STAFF (IF APPLICABLE)

The on-site staff will consist of the following positions to be provided by FirstService. This is the minimum staffing and may only be increased upon prior written approval of District and FirstService:

<u>Position</u>	<u>Minimum Hours Per Week</u>	<u>Labor Rate</u>
General Manager	Full-time	20 %
Assistant Manager	40	20 %
Any additional administrative	Per mutual approval	20 %
Any additional concierge/front desk	Per mutual approval	30 %
Lifestyle Coordinator	80	30 %
Code Enforcement (Design and Community Standards Coordinator)	40	30 %
Lifestyle Director	40	30 %
Maintenance Supervisor (Facilities Director)	40	30 %
Maintenance (Maintenance Tech)	40	30 %
Porter	40	30 %
Any additional non-administrative	Per mutual approval	30 %

The labor rate as stipulated above is a percentage of and is added to the wages paid and includes, but is not limited to, social security tax, federal/state unemployment tax, workers' compensation insurance, FirstService's contribution to employee 401(k) benefit, pre-employment screening, recruitment expense, payroll processing and human resource administration.

Eligible on-site staff will receive the following minimum benefits (if District elects eligible full-time employees of FirstService for a part-time position at District, these benefits will be on a pro rata basis):

1. Standard health care benefits will be offered to all eligible on-site staff members who are employees of FirstService, with District and the employee each paying a portion of the cost. The monthly amount District will be responsible for in 2023 for each eligible on-site staff member who elects coverage is \$698.00, which is inclusive of the costs associated with the benefits. This amount will be referred to as the "Monthly Benefit Payment" and is subject to increase on an annual basis and is due in full as to any employee that elects coverage and is employed as of the first of the month. There is no credit or pro rata return of any

portion of the Monthly Benefit Payment should an employee resign, be terminated or transferred after the first of the month. Employees are entitled to standard health care benefits while on FMLA leave. Employees who elect coverage will have the option to select alternate health care plans offered by FirstService and/or add dependents.

2. District is responsible to pay for employees paid time off provided by FirstService's policies, including but not limited to holidays, accrued vacation, and personal time off ("PTO") as stipulated in FirstService's standard employment policies, up to and including the termination of this Agreement or transfer of the employee from the Amenity Facilities.

Tab 10



Aquatic Management Agreement

This **Agreement** dated June 12, **2023**, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Trout Creek CDD c/o Melissa Dobbins, Rizzetta & Company

Property Address 100 Kayak Way, St Augustine, FL 32092

Billing Address 3434 Colwell Ave, Suite 200, Tampa, FL 33614

Phone 904-436-6270 Cell _____ E-Mail mdobbins@rizzetta.com

Hereinafter called "**CLIENT**".

1) **Charles Aquatics, Inc.**, agrees to provide monthly visual inspections of the waterway(s) and application of herbicides or algacides, as needed, in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s): Additional seven (7) pond located in St Johns County, FL.

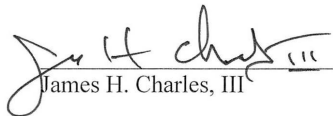
2) **CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed aquatic management services:

- | | |
|--|---------------------------|
| a) Monthly Aquatics Services for Ponds 23A, 23B, 33 & 34 - to begin 7/1/2023 | <u>\$ 500.00</u> |
| b) Monthly Aquatics Services for Ponds 24A, 24B, 24C & 31- to begin 8/1/2023 | <u>\$ 490.00</u> |
| c) Triploid Grass Carp (upon approval) | <u>\$ 8.00</u> |
| d) Grass Carp Barriers (as needed) | <u>\$ 55./s.f.</u> |

3) **The terms and conditions in this entire Agreement (to include pages 2 and 3) form an integral part of this Agreement and the CLIENT hereby acknowledges that he has read, is familiar with, has checked and initialed all boxes listing DISCLOSURE conditions (a) through (i) on page 2, and will comply with the contents thereof.**

Charles Aquatics, Inc.

Client


James H. Charles, III

Sign _____

Print _____

Date _____

- 4) Payment - This contract has a Net 30 payment requirements. Payments made after 30 days from the date of the invoice will be assessed interest charges in the amount of 1.5% for each month payment is late.
- 5) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** within 30 days of the issuance.

Terms and Conditions

- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of non-native, invasive aquatic weeds:
- a) **Chemical Control** - Chemical control consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and filamentous or macrophytic algae. When necessary and prior to treatment with aquatic herbicides or algaecides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing. Planktonic algae, Spikerush and Cyanobacteria will be an additional fee to control.
 - b) **Biological Control** - Biological control consists of the stocking of weed eating fish, *primarily triploid grass carp*. **CLIENT** acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking.
 - c) **Mechanical Removal** - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between **Charles Aquatics, Inc.** and the **CLIENT**. Mechanical removal of aquatic weeds may be performed at an additional cost to the **Client**. **This Service is not included in this agreement but available for an additional fee.**
 - d) **Trash Removal** – Trash removal consists of the physical removal of **minor** trash floating within and from the areas immediately surrounding the **Client's** waterway(s) and may be provided at no additional cost. Minor trash is defined as the amount of trash that can fit into a 5 gallon bucket. More trash than that will be an additional cost at \$75/manhour. Hypodermic needles, used diapers, used condoms or other biohazards will not be collected.
- 2) **Disclosure** - **CLIENT** agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this **Agreement** and any extension(s) thereof.

	YES	NO	INITIALS
a) Water used for irrigating landscape around ponds is "effluent" or reclaimed water.	_____	_____	_____
b) Water from the treated waterway(s) is used for irrigation.	_____	_____	_____
c) Water from the treated waterway(s) is used for human or animal consumption.	_____	_____	_____
d) Treated waterways are not used for swimming by humans or pets	_____	_____	_____
e) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated.	_____	_____	_____
f) Any special use of treated waterway which may conflict with treatments.	_____	_____	_____
g) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway.	_____	_____	_____
h) Restrictions on the use of any aquatic herbicides or algaecides in the waterways to be treated.	_____	_____	_____
i) Existence of other aquatic management programs being conducted in the same waterway(s) which Charles Aquatics, Inc. is treating.	_____	_____	_____

j) **CLIENT** agrees to provide **Charles Aquatics, Inc.** additional details on any conditions (s) checked "YES" in boxes adjacent subparagraphs (a) through (i) above on the spaces below:

- k) **CLIENT** agrees that its failure to disclose any conditions (s) listed in (a) through (i) above may compromise **Charles Aquatics'** capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the **Agreement**.
- l) Any failure of **CLIENT** to disclose conditions listed in (a) through (i) above on the date of the execution of this Agreement which may hinder or significantly change **Charles Aquatics'** ability to provide satisfactory aquatic management service does not relieve **CLIENT's** obligation to pay **Charles Aquatics, Inc.** for service provided under the terms and conditions of this **Agreement**.
- m) Disclosure by checking and initialing boxes listing **certain** conditions adjacent to subparagraphs (a) through (i)

above may be cause for **Client** and **Charles Aquatics, Inc.** to renegotiate this **Agreement** prior to the provision of any service by **Charles Aquatics, Inc.**

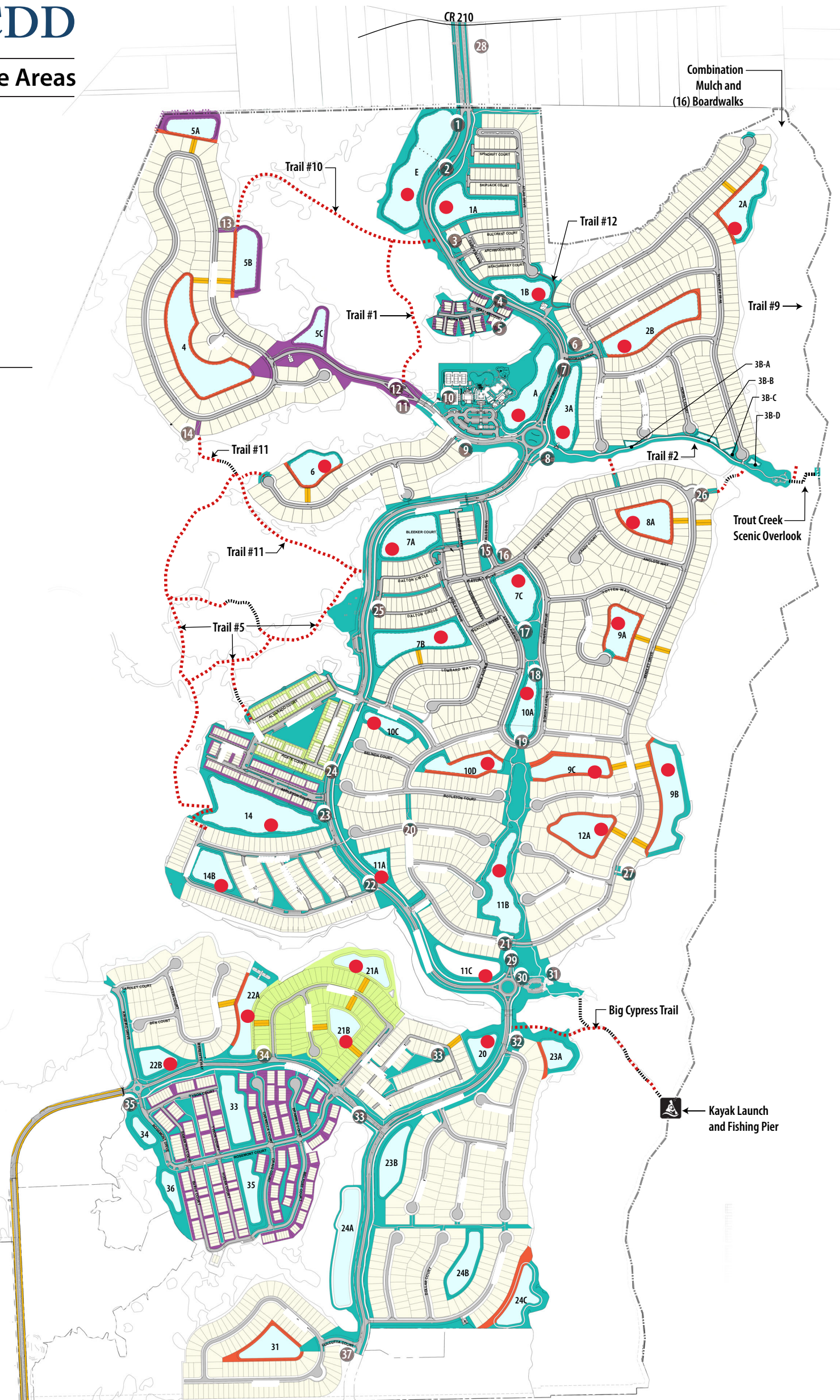
- 3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, **Charles Aquatics, Inc.**, will notify the **CLIENT** in writing of such restrictions at the time of treatment. It shall be the responsibility of the **CLIENT** to comply with the restrictions throughout the required period of time-use restrictions. **CLIENT** understands and agrees that notwithstanding any other provisions of this **Agreement, Charles Aquatics, Inc.** does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
- 4) **Access** - **CLIENT** agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by **Charles Aquatics, Inc.** and the **Client**. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this **Agreement** may be terminated or renegotiated.
- 5) **Effective Date** - The effective date of this **Agreement** is the first day of the month in which aquatic management services are first provided.
- 6) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**. The effective date of any termination will be the last day of the month during which written notice is received by **Charles Aquatics, Inc.** *In the event Client terminates the agreement prior to the end of the initial year, Client agrees to pay Charles Aquatics, Inc. for the balance of the agreement.*
- 7) **Renewal** - Upon completion of this **Agreement** or any extension thereof, this **Agreement** shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of **CHARLES AQUATICS, Inc.**, **Client** agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.
- 8) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, General Liability and Pollution Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 9) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.** This would include injury or death to humans or animals who swim, drink or fish in waterways.
- 11) **Monthly Payments** - The monthly amount is firm for the entire term of the original **Agreement**. **CLIENT** understands that, for convenience the annual agreement payments will be distributed equally over a twelve (12) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service. **CLIENT** agrees to reimburse **CHARLES AQUATICS, Inc.** for any bank charges resulting from a returned check for insufficient funds.
- 12) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages to property resulting from normal activities performed in a responsible manner.
- 13) **Non-Payment, Default** - In the case of non-payment by the **CLIENT, Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.
- 14) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 15) **Alterations and Modifications** - This three (3) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

Trout Creek CDD

Landscape Maintenance Areas

LEGEND

- HOA Maintained Areas
- CDD Maintained Areas (Phase I)
- Homeowner Maintained Pond Bank
- 360 Maintained
- Maintenance Access Easement
- CDD Maintained Trail
- CDD Maintained Boardwalk



PROSSER

August 03, 2022



11303431

Tab 11

Prepared by and Return to:

Trenton Newton
Florida Power & Light Company
425 N. Williamson Blvd.
Daytona Beach, Florida 32114

Affected FPL Parcel# **SJ208**
Parcel ID# **010012-0001**

EASEMENT

The undersigned grantor (“**Grantor**”), in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420 and to its licensees, agents, successors, and assigns (hereinafter the “**Grantee**”), an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities, including wires, poles, guys, cables, conduits and appurtenant equipment (all of the foregoing hereinafter referred to as “**Facilities**”) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement **15** feet in width (hereinafter the “**Easement**”) and described as follows:

See Exhibit A attached hereto and made a part hereof (the “**Easement Area**”);

together with the right and privilege from time to time to reconstruct, inspect, alter, repair, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate the Facilities or any part of them, lay temporary mats, install gates to existing or future fences, install fill, culverts or other drainage facilities upon, across, over or under the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within the Easement Area and on lands of Grantor adjoining the Easement Area that may interfere with the proper construction, operation and maintenance of such Facilities or any part of them, the right to mark the location of any underground Facilities by above ground and other suitable markers; together with the right of ingress and egress for personnel, vehicles and equipment over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

Grantor, however, reserves the right and privilege to use the Easement Area for agricultural and such other purposes.

Notwithstanding anything contained herein to the contrary, by the execution and delivery hereof Grantor acknowledges and agrees that (i) Grantor’s activities shall not interfere or be inconsistent with the use,

occupation, maintenance or enjoyment thereof by Grantee, or as might cause a hazardous condition; and (ii) no portion of the Easement Area shall be excavated, altered, obstructed, surfaced or paved and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across the Easement Area by Grantor, or the heirs, personal representatives, successors or assigns of Grantor without the prior written permission of Grantee. Grantor acknowledges and agrees that any improvement, structure or alteration that interferes with or is inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its licensees or as might cause a hazardous condition shall be a violation of this provision. However, no violation of this provision shall be deemed adverse or hostile to Grantee until such time as said violation interferes with Grantee's actual use, occupation, maintenance or enjoyment of the Easement Area and the rights granted hereunder; and until Grantee first provides written notice to Grantor of the violation(s) and Grantor fails to cure the violations complained of within thirty (30) days of such notice.

Grantor covenants that Grantor is the fee simple owner of the Easement Area. And further covenants that the Easement Area is free and clear of liens, encumbrances and third party rights and/or claims of any kind.

[Signature and acknowledgement appear on following pages]

[This space is intentionally left blank]

IN WITNESS WHEREOF, the Grantor has signed and sealed this Easement on _____ day of _____, 20__.

Signed, sealed and delivered in the presence of:

Grantor:

Trout Creek Community Development District, a local unit of special purpose government established pursuant to chapter 190, Florida Statutes

Signature:
Print Name: _____

By: _____

Print Name: _____

Title: _____

Address: _____

Signature:
Print Name: _____

(Acknowledgement continued on next page.)

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of Physical Presence or online notarization, this _____ day of _____, 20__ by _____, as _____ of **Trout Creek Community Development District**, on behalf of the **Trout Creek Community Development District**.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

Personally Known **OR** Produced Identification
Type of Identification Produced _____

EXHIBIT "A"

SKETCH OF DESCRIPTION ONLY NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

A PORTION OF LAND LYING IN SECTION 23, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 27 EAST; THENCE N03°38'54"W, ALONG THE WEST LINE OF SAID SECTION AND WEST RIGHT-OF-WAY LINE OF SHEARWATER PARKWAY PER SHEARWATER PHASE 1, PLAT BOOK 76, PAGES 16 THRU 38 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 699.54 FEET TO POINT ON A CURVE TURNING TO THE LEFT, AND THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD No. 210 WEST PER FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) MAP SECTION 7851-251, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE AND CURVE HAVING A RADIUS OF 1,482.42 FEET, A CENTRAL ANGLE OF 04°44'37", WITH A DISTANCE OF 122.73 FEET, AND WHOSE CHORD BEARS N87°31'49"W, A DISTANCE OF 122.70 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID SHEARWATER PARKWAY; THENCE S03°38'57"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 15.03 FEET TO THE BEGINNING OF A CURVE TURNING TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 1,497.42 FEET, A CENTRAL ANGLE OF 04°41'44", WITH A DISTANCE OF 122.72 FEET, AND WHOSE CHORD BEARS N87°35'31"W, A DISTANCE OF 122.68 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SHEARWATER PARKWAY; THENCE N03°38'57"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 15.16' FEET TO THE POINT OF BEGINNING.

CONTAINING 1,841 SQUARE FEET OR 0.042 ACRES, MORE OR LESS.

SHEET INDEX

SHEET 1: LEGAL DESCRIPTION & NOTES
SHEET 2: ENCUMBRANCE TABLE
SHEET 3: SKETCH OF DESCRIPTION

1				
2				
3				
4				
NO.	DATE	DESCRIPTION	BY	CHK

REVISIONS

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), DERIVING A BEARING OF N03°38'54"W ALONG THE WEST RIGHT-OF-WAY LINE OF SHEARWATER PARKWAY.
2. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THE ENCUMBRANCE INFORMATION SHOWN HEREON WAS PROVIDED BY L & V ABSTRACT & TITLE SERVICES PER AN OWNERSHIP AND ENCUMBRANCE REPORT DATED 12/08/2021. THIS FIRM DID NOT PERFORM ADDITIONAL RESEARCH OF THE PUBLIC RECORD.
5. THIS SKETCH OF DESCRIPTION DOCUMENT CONSISTS OF 3 PAGES, EACH PROVIDING UNIQUE INFORMATION REGARDING THIS PROJECT, THEREFORE ALL PAGES CONSTITUTE THE "SKETCH OF DESCRIPTION".

CERTIFICATION

CERTIFIED TO: FLORIDA POWER & LIGHT COMPANY

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECT SUPERVISION ON THE DATE SHOWN, AND CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA IN ACCORDANCE WITH CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

DATE

09/01/2022

WALTER J. SMITH

FLORIDA CERTIFICATE NO. 4807

DOCUMENT NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND SEAL OF WALTER J. SMITH
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.



ESP Associates FL, Inc.
518 13th Street West
Bradenton, FL 34205
Phone: 941-345-5451
www.espassociates.com

PROFESSIONAL SURVEYORS AND MAPPERS
LB. #7343

SKETCH OF DESCRIPTION OF

15' WIDE UTILITY EASEMENT
PROJECT PARCEL # SJ-208
PARCEL ID: 0100120001
SECTION 23, TOWNSHIP 5 SOUTH, RANGE 27 EAST
ST. JOHNS COUNTY, FLORIDA

PREPARED FOR:
FLORIDA POWER &
LIGHT COMPANY

PROJECT NUMBER
JT23.800.000

SHEET 1 OF 3

EXHIBIT "A"

SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY

ENCUMBRANCE SUMMARY TABLE

ITEM NUMBER	RECORD DOCUMENT	DOCUMENT TYPE	AFFECTS PROPOSED EASEMENT	ACTION TAKEN
1	P.B. 92, PAGE 69	PLAT	NO	NOT ON PROPERTY
2	O.R.B. 2114, PAGE 1004	FPL EASEMENT	NO	NOT ON PROPERTY
3	O.R.B. 2199, PAGE 588	EASEMENT AGREEMENT	YES	PLOTTED
4	O.R.B. 2808, PAGE 1132	ORDINANCE NO. 2006-119	YES	NOT PLOTTED (BLANKET)
5	O.R.B. 3056, PAGE 1430	NOTICE OF DEVELOPMENT ORDER	YES	NOT PLOTTED (BLANKET)
6	O.R.B. 2314, PAGE 682	FPL EASEMENT	YES	PLOTTED
7	O.R.B. 2539, PAGE 396	EASEMENT	YES	PLOTTED
8	O.R.B. 4076, PAGE 680	DECLARATION OF RESTRICTIONS	YES	NOT PLOTTED (BLANKET)
9	O.R.B. 4149, PAGE 391	AMENDMENT	YES	NOT PLOTTED (BLANKET)
10	O.R.B. 4149, PAGE 394	AMENDMENT	YES	NOT PLOTTED (BLANKET)
11	O.R.B. 4174, PAGE 941	AMENDMENT	YES	NOT PLOTTED (BLANKET)
12	O.R.B. 4496, PAGE 1113	AMENDMENT	YES	NOT PLOTTED (BLANKET)
13	O.R.B. 423, PAGE 324	SPECIAL WARRANTY DEED	YES	PLOTTED

LINE TABLE

LINE #	BEARING	LENGTH
L1	S03°38'57"E	15.03'
L2	N03°38'57"W	15.16'

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	LENGTH	BEARING	CHORD
C1	1482.42'	004°44'37"	122.73'	N87°31'49"W	122.70'
C2	1482.42'	002°20'03"	60.39'	N86°19'32"W	60.39'
C3	1482.42'	002°24'34"	62.34'	N88°41'50"W	62.34'
C4	1497.42'	004°41'44"	122.72'	N87°35'31"W	122.68'



ESP Associates FL, Inc.
518 13th Street West
Bradenton, FL 34205
Phone: 941-345-5451
www.espassociates.com

PROFESSIONAL SURVEYORS AND MAPPERS
LB. #7343

SKETCH OF DESCRIPTION OF

15' WIDE UTILITY EASEMENT
PROJECT PARCEL # SJ-208

PARCEL ID: 0100120001
SECTION 23, TOWNSHIP 5 SOUTH, RANGE 27 EAST
ST. JOHNS COUNTY, FLORIDA

PREPARED FOR:
FLORIDA POWER &
LIGHT COMPANY

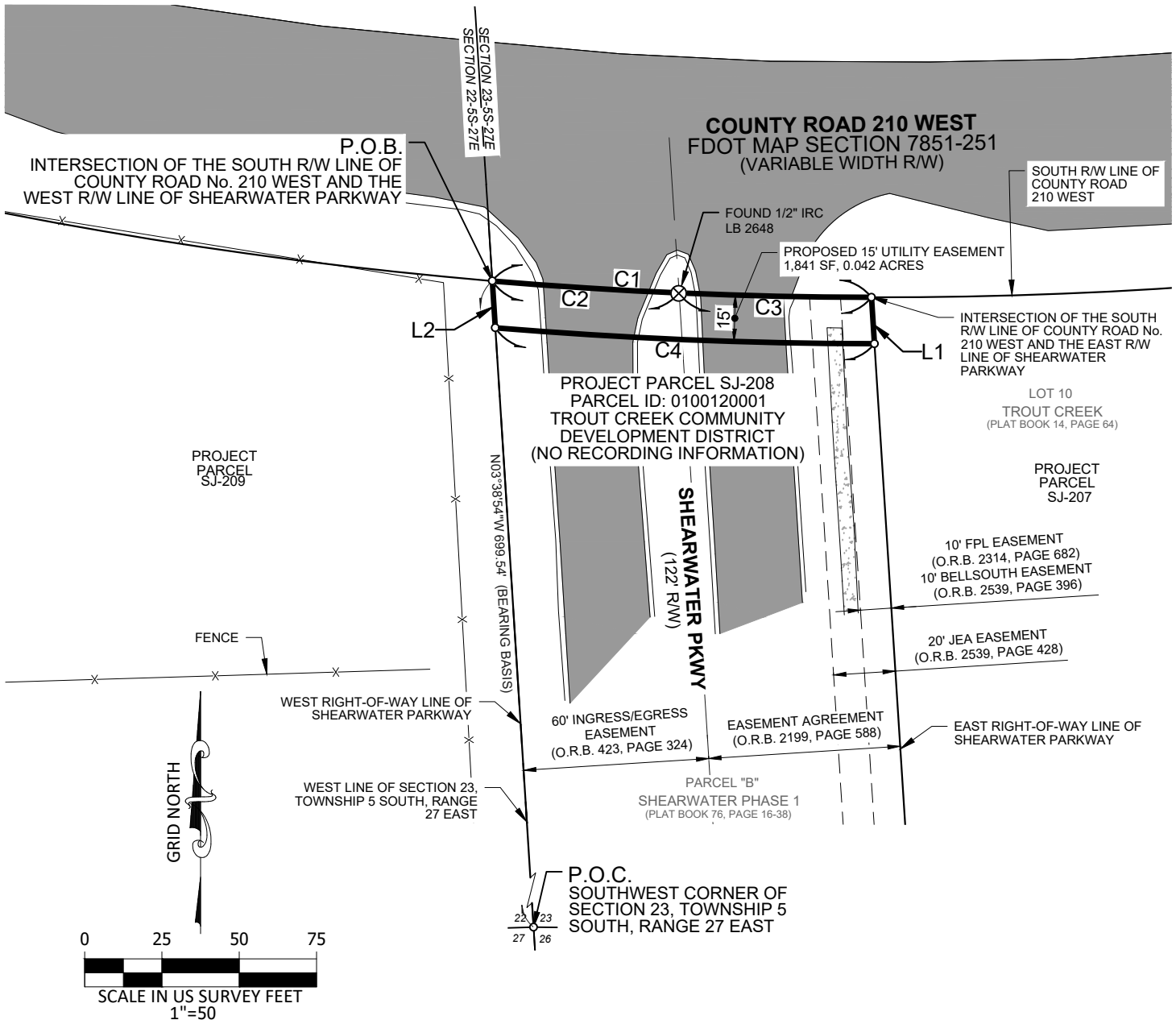
PROJECT NUMBER
JT23.800.000

SHEET 2 OF 3

EXHIBIT "A"

SKETCH OF DESCRIPTION ONLY NOT A BOUNDARY SURVEY

NOTE: SEE SHEET 2 OF 3 FOR LINE AND CURVE TABLE



LEGEND			
○	CALCULATED POINT	L1	LINE NUMBER - SEE LINE TABLE DATA
⊗	(IRC) IRON ROD & CAP FOUND	C1	CURVE NUMBER - SEE CURVE TABLE DATA
■	(CM) 4"x4" CONCRETE MONUMENT FOUND	P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY	P.O.B.	POINT OF BEGINNING
O.R.B.	OFFICIAL RECORDS BOOK	⊠	MITERED END SECTION
		—	EASEMENT BOUNDARY
		—	ADJACENT PARCEL BOUNDARY
		—	RIGHT-OF-WAY LINE
		---	SECTION LINE

ESP Associates FL, Inc.
 518 13th Street West
 Bradenton, FL 34205
 Phone: 941-345-5451
 www.espassociates.com

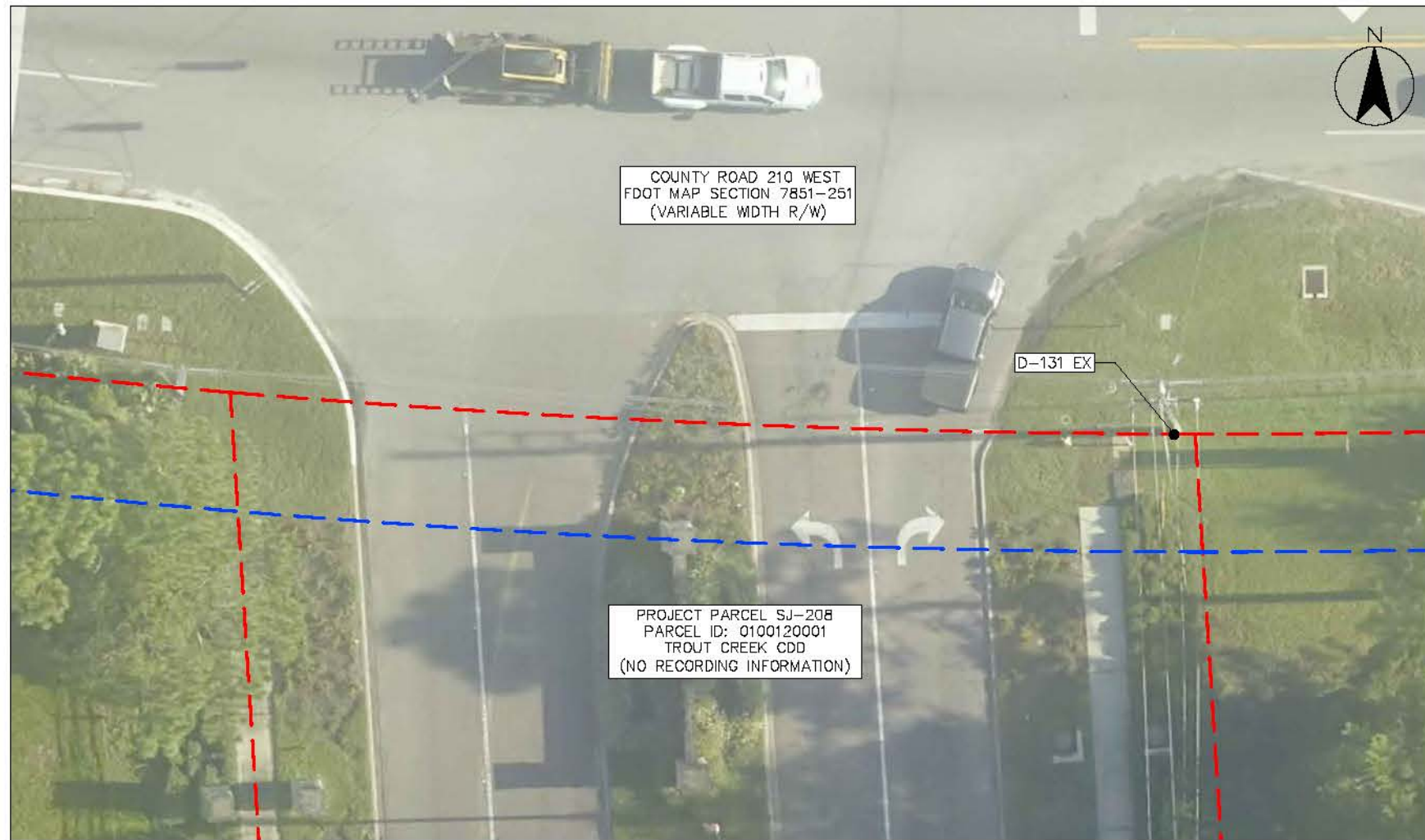
PROFESSIONAL SURVEYORS AND MAPPERS
 LB. #7343

**SKETCH OF DESCRIPTION
OF
15' WIDE UTILITY EASEMENT
PROJECT PARCEL # SJ-208
PARCEL ID: 0100120001
SECTION 23, TOWNSHIP 5 SOUTH, RANGE 27 EAST
ST. JOHNS COUNTY, FLORIDA**

PREPARED FOR:
**FLORIDA POWER &
 LIGHT COMPANY**

PROJECT NUMBER
 JT23.800.000

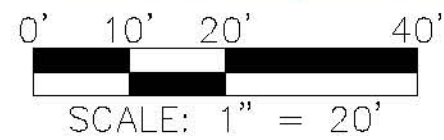
SHEET 3 OF 3



COUNTY ROAD 210 WEST
 FDOT MAP SECTION 7851-251
 (VARIABLE WIDTH R/W)

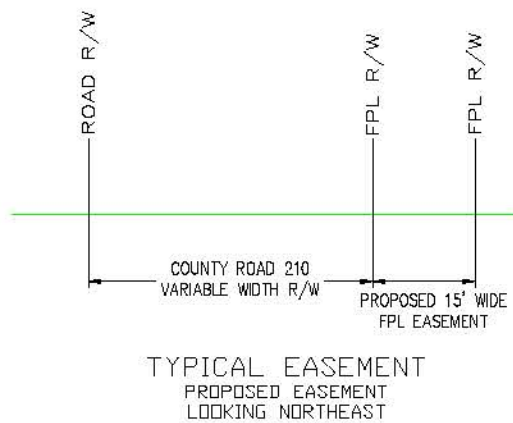
D-131 EX

PROJECT PARCEL SJ-208
 PARCEL ID: 0100120001
 TROUT CREEK CDD
 (NO RECORDING INFORMATION)



NOTES:
 1. NO PROPOSED STRUCTURES ON PARCEL SJ208.

LEGEND	
● EXISTING DISTR. POLE	--- ROAD RIGHT OF WAY
⊙ PROPOSED CONCRETE POLE	--- PROPERTY BOUNDARIES
	--- PROPOSED EASEMENT



REV	DATE	DESCRIPTION	SAT	TCP	TCP
0	09/02/2022	INITIAL ISSUE			
			BY	CKD	APP

	FPL	IO #T00000028269
	LINE NAME: BROOK - RIVERTON	
	COUNTY: ST. JOHNS	
	SCOPE: BUILD NEW 115kV LINE.	
DRAWN BY: SAT		DATE: SEPTEMBER 2022
PLAN SCALE: 1" = 20'		DWG: SJ208 EXHIBIT