Grand Oaks

Community Development District

OCTOBER 22, 2026

AGENDA

Grand Oaks
Community Development District

475 West Town Place
Suite 114
St. Augustine, Florida 32092
Call In Number: **1-877-304-9269, code 2167915**
District Website: www.GrandOaksCDD.org

October 15, 2026

Board of Supervisors
Grand Oaks Community Development District

Dear Board Members:

The Grand Oaks Community Development District Meeting is scheduled for **Thursday, October 22, 2026 at 10:00 a.m.** at the Grand Oaks Amenity Center, 1055 Turnbull Creek Road, St. Augustine, Florida 32092.

Following is the advance agenda for the meeting:

I. Roll Call

II. Public Comments *(regarding agenda items below)*

III. Consideration of Minutes of the September 9, 2026 Meeting

IV. Landscape Maintenance Report

V. Discussion of:
   A. Amenity Suspension

   B. Road Conveyances

VI. Consideration of Proposals for Playground Equipment
   A. Southern Recreation

   B. We Build Fun

VII. Ratification of Agreement with CALM III, LLC. for Amenity Management and Operations and Maintenance Onsite Services

VIII. Ratification of Independent Contractor Agreement with Nina Flores Regarding Fitness Instruction

IX. Review of Pond Bank Inspection Report

X. Consideration of Settlement Agreement with Pulte Home Company, LLC and Day Late Enterprises & Homestead Investments, LLC

XI. Staff Reports
   A. Attorney

   B. Engineer

   C. Manager - Fiscal Year 2026 Goals and Objectives

   D. Operation Manager - Report

   E. Amenity Center Manager - Report

XII. Supervisor's Request and Public Comments

XIII. Financial Reports
   A. Financial Statements as of September 30, 2026

   B. Summary of Operations and Maintenance Invoices

XIV. Next Scheduled Meeting – November 18, 2026, at 10:00 a.m. @ Grand Oaks Amenity Center

XV. Adjournment

THIRD ORDER OF BUSINESS

MINUTES OF MEETING
GRAND OAKS
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Grand Oaks Community Development District was held on Wednesday, September 9, 2026 at 10:00 a.m. at the Grand Oaks Amenity Center, 1055 Turnbull Creek Road, St. Augustine, Florida.

Present and constituting a quorum were:

Justin Dudley	Chairman
Linda Cruz	Vice Chairperson
Dick Trowbridge *by phone*	Supervisor
David Crosby	Supervisor

Also, present were:

Matt Biagetti	District Manager
Wes Haber *by phone*	District Counsel
Bill Schaefer *by phone*	District Engineer
Allen Flannery	The Greenery
Rich Gray	GMS
Robin West	GMS

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Biagetti called the meeting to order at 10:00 a.m. Four Board members were present in person constituting a quorum.

SECOND ORDER OF BUSINESS **Public Comments** *(Regarding Agenda Items Listed Below)*

Mr. Biagetti opened the public comment period specific to agenda items.

Resident (Christina Page) asked whether the playground funding request would include ongoing maintenance of the playground equipment. She expressed concern that, without equipment geared toward older children, the existing playground equipment may experience increased use and continued damage. Staff noted that the current request includes installation of

the playground equipment and a 10% contingency for additional features but does not specifically include ongoing maintenance.

A resident requested an update during the staff reports regarding the status of the damaged management room facilities at the pool.

THIRD ORDER OF BUSINESS **Consideration of Minutes of the August 12, 2026 Meeting**

Mr. Biagetti presented the minutes of the August 12, 2026, meeting and asked for any comments, corrections, or changes. With no changes from the Board, Mr. Biagetti asked for a motion to approve the minutes.

On MOTION by Ms. Cruz, seconded by Mr. Dudley, all in favor, the Minutes of the August 12, 2026, Meeting, were approved.

FOURTH ORDER OF BUSINESS **Landscape Maintenance Update**

A. Report

Mr. Flannery provided the landscape maintenance update and stated that recent heavy rainfall and wet conditions had been the primary challenge. Crews continued routine maintenance and treatment of ornamental grass beds and ponds, with additional turf applications and herbicide treatments scheduled. The next round of sod replacement was anticipated in October.

The Board and staff discussed mulching throughout the community, including areas near the amenity center, entrances, Legacy Park and tree rings along the roadway. Additional areas would be addressed during the next rotation. Sod replacement was also discussed, including areas near the Summer Bay entrance and along the boulevard. Staff noted that previously installed sod had experienced chinch bug activity and would be replaced in October.

The Board discussed the limits of the District's landscape maintenance responsibilities near Summer Bay and requested clarification of the maintenance boundary. Weed and grass growth between sidewalk joints leading toward S.R. 16 was also discussed. Mr. Flannery stated that the area was being treated, although the effectiveness of treatments had been affected by frequent rainfall.

The Board requested that a pond map be included as a routine attachment to future agendas. Staff reported that the pond aerator had been restored to operation and that the fountain capacitor had been replaced, with both operating at that time.

The Board also discussed the seasonal reduction in mowing frequency. Staff noted that the reduced mowing schedule was expected to begin around November 1, 2026 and continue through March 31, 2027 subject to soil temperature and growing conditions.

B. Proposal for Annual Landscape Maintenance Agreement Renewal

Mr. Gray presented the annual landscape maintenance renewal agreement with The Greenery. Mr. Gray explained that the proposed renewal would reduce the monthly contract amount from approximately $19,084 to $18,172, resulting in annual savings of approximately $10,944, while adding two annual fertilization applications for 137 oak trees and weekly mowing of pocket parks. Optional services were also reviewed, including weekly pond mowing, pine straw installation, hardwood mulch and palm tree pruning.

The Board discussed including palm tree pruning in the agreement, noting that it is an annual maintenance need and that no separate line item had been included in the adopted budget. Staff advised that the adopted landscaping budget was approximately $229,000 and that sufficient flexibility existed within the contract to include the palm tree pruning. The Board elected not to add the other optional services at this time and agreed to evaluate the need for weekly pond mowing based on service levels.

The revised annual contract amount, including palm tree pruning, was approximately $218,064. The renewal would extend the agreement through October 31, 2027, with an additional renewal option remaining. The Board discussed potentially issuing an RFP during the next budget cycle to evaluate alternative landscape providers and establish pricing for future budgeting purposes.

On MOTION by Mr. Dudley, seconded by Ms. Cruz, all in favor, the Renewal of the Annual Landscape Maintenance agreement with The Greenery, as Amended to Include Palm Tree Pruning, and Authorize the Chair to Execute the Agreement, was approved.

FIFTH ORDER OF BUSINESS Discussion of Playground Funding Request

Mr. Biagetti provided an update on the playground funding request, noting that the Board had previously authorized staff to approach the master HOA regarding participation in the project. He stated that discussions had been positive but final approval had not yet been received. The proposed playground installation was approximately $85,000, with a 10% contingency bringing the funding request to approximately $95,000. He anticipated having a final response from the HOA by the October meeting.

Mr. Gray reported that an additional proposal had been received from Southern Recreation at a slightly lower cost. He noted that the proposal was comparable to the other option, although the design differed somewhat.

The Board discussed future maintenance of the playground. Staff advised that no maintenance funding agreement with the HOA had been proposed and that the commercial-grade playground equipment was expected to require relatively limited routine maintenance. The Board acknowledged that repairs could still be necessary due to normal wear, incidental damage or vandalism. The Board also discussed the possibility of adding a security camera near the playground.

The Board agreed to continue the matter pending a more definitive update regarding the funding request, which staff expected to provide at the October meeting.

SIXTH ORDER OF BUSINESS Consideration of Deficit Funding Request

Mr. Haber reviewed the proposed Deficit Funding Agreement with Pulte, explaining that the agreement would allow Pulte to advance funds for certain District projects when sufficient District funds were not otherwise available. The agreement was interest-free, and repayment would only be required upon the District's receipt of specified funds, including previously unpaid O&M assessments from fiscal years 2024 through 2026 or proceeds received from the sale of stormwater credits.

Mr. Biagetti noted that the District had received approximately $264,000 from Pulte for the full FY2027 O&M assessments, which would assist with operations until other assessment revenues began to be received. The Board discussed approximately $47,000 in previously completed projects contemplated under the funding arrangement, including restroom/HVAC work, drainage improvements, pump work and demolition of the former treehouse structure. The funding

would allow those costs to be reimbursed so District funds could remain available for ongoing operations and maintenance.

The Board discussed the potential future proceeds from the sale of stormwater credits and clarified that repayment under the agreement would come from those proceeds or the specified delinquent assessment collections rather than from current resident O&M assessments. The Board also discussed the importance of maintaining adequate reserves and exercising caution regarding any future stormwater credit proceeds.

On MOTION by Ms. Cruz, seconded by Mr. Trowbridge, all in favor, the Deficit Funding Agreement with Pulte, was approved.

SEVENTH ORDER OF BUSINESS Staff Reports

A. Attorney

Mr. Haber reported he had no further business for the Board.

B. Engineer

Mr. Schaefer reported that he was working with Pulte regarding several stormwater pond closeout items. An onsite inspection was completed on August 21, 2026, and a letter was being prepared identifying items requiring correction. The findings would be presented to the Board once the letter was completed.

C. Manager – Update to Agreement for Amenity Management and Operations & Maintenance On Site Services

Mr. Biagetti presented an update regarding the separation of the District's amenity management and field operations services from its existing agreement with GMS. The amenity management and field operations services would be provided under a separate agreement with CALM 3, while GMS would continue providing District management, accounting and administrative services. Staff explained that the restructuring would not change the personnel providing the services, scope of services, fees, insurance requirements or other material terms, and there would be no impact to the adopted budget.

The Board discussed the proposed agreements, the authority being delegated for execution, and the opportunity for Board review. Staff advised that drafts could be circulated to the Board for input; however, one Board member would be delegated authority to finalize and execute the

agreements. The completed agreements would subsequently be presented to the Board for ratification.

> On MOTION by Ms. Cruz, seconded by Mr. Crosby, all in favor, Authorizing the Amendment to Existing GMS Agreement to Remove Amenity and Field Operations and to Delegate Chair to Execute the Amended Agreement, was approved.

> On MOTION by Mr. Dudley, seconded by Ms. Cruz, all in favor, Authorizing the Chair to Execute New Agreement with CALM 3 for Amenity Management and Field Operations Services, Subject to the Agreement Being Brought Back to the Board at the October Meeting for Ratification, was approved.

D. Operation Manager – Report

Mr. Gray discussed several maintenance items and resident concerns. He reported that the damaged restroom sink had been ordered and was expected to have a four- to six-week lead time because it was a custom American Standard model. The surrounding tile would also need to be replaced and matched to the existing restroom finishes. Staff noted that another sink remained available for use during the repair period.

Mr. Gray provided an update on playground maintenance and advised that many of the playground components remain under manufacturer warranty. Minor repairs were being addressed as needed. Sidewalk areas throughout the community were also being reviewed for required repairs, with work anticipated within approximately 15 to 30 days.

Mr. Gray reported that the first chemical treatment for invasive vegetation had been completed in areas UV1, UV4 and UV11. Treatment would continue in the selected areas, and staff would provide the treatment maps to interested residents. Concerns were also raised regarding vegetation from the preserve extending onto residential properties.

An update was provided regarding the HVAC system at the fitness center. A damaged copper refrigerant line had been repaired and the system recharged. Staff noted that the District received a reduced refrigerant rate due to its preventative maintenance program. Drainage near the landscape box drain was reported to be functioning properly following recent rainfall, although an area near the fire pit continued to retain water and was being monitored.

Mr. Gray reported that previously approved filter grids had been delayed in shipping and were scheduled for installation the following Tuesday. The broken tiles had already been replaced.

The Board and residents discussed maintenance of vacant lots in the Summer Bay area, including lots near Lone Cypress. Staff advised that maintenance of undeveloped lots generally remains the responsibility of the developer until the District assumes responsibility and agreed to follow up with Pulte regarding mowing and overgrown vegetation.

The Board also discussed vandalism and reimbursement for damages. Staff advised that the Amenity Center Manager would provide a further update regarding identification of the individuals involved and enforcement actions.

Lastly, Mr. Gray reported that pressure washing was underway at Legacy Park, including the buildings, circular walkway and curbing. Additional community entrances, development signs, trails and walkways were scheduled to be completed, weather permitting, by the end of the week.

E. Amenity Center Manager – Report

Ms. West provided an update on amenity activities and upcoming events. She reported that facility rentals continued to increase and that a resident vendor fair was being planned. Additional upcoming activities included new clubs and groups, Summer Bay HOA events and the continuation of Thursday food trucks.

Ms. West then provided an update regarding the recent vandalism incident at the amenity facilities. She advised that the St. Johns County Sheriff's Office investigation remained ongoing and that the District had not yet received a complete report. Restitution for the property damage had been requested through the Sheriff's Office, with the matter expected to be forwarded to the State Attorney's Office. The Board discussed whether any suspension should apply only to the juvenile involved or to the entire household, as well as the appropriate length and scope of the suspension.

District Counsel advised that tenants should generally be treated in the same manner as homeowners once the homeowner has relinquished amenity rights to the tenant. Counsel further explained that the District may suspend amenity privileges for violations of District policies and may require repayment for damages as a condition of restoring those privileges. If a suspended individual subsequently entered District facilities in violation of the suspension, the District could contact law enforcement regarding trespass. Counsel cautioned that the Board's decision could

serve as precedent for future violations and recommended considering the particular facts and circumstances of each case.

The Board discussed waiting for additional information from the Sheriff's Office before determining the final duration of the suspension. It was noted that the investigation remained ongoing and that additional facts could become available regarding the individuals involved. The Board agreed that an immediate suspension could be imposed and reconsidered at the next meeting, at which time the suspension could be extended or lifted.

On MOTION by Mr. Dudley, seconded by Ms. Cruz, with all in favor, Suspending the Household's Access to District Amenity Facilities Pending a Suspension Hearing at the Next Board Meeting, was approved.

EIGHTH ORDER OF BUSINESS Supervisor's Requests and Public Comments

Mr. Biagetti asked for any Supervisor requests and public comments.

Resident (Ms. Kim) addressed the Board regarding the newly installed stormwater drainage structure near her property. She expressed concern regarding the appearance of the structure and the large open area, questioning whether a grate or other safety feature should have been included. She also asked whether the structure could be painted, landscaped, or otherwise screened to improve its appearance.

The Board discussed the stormwater improvements and the District's agreement with the National Stormwater Trust. It was explained that the District receives annual lease revenue and a share of stormwater credits associated with the improvements. The Board discussed possible aesthetic improvements to the structure, including painting, landscaping, or screening.

The Board also discussed safety concerns associated with the opening, particularly because children fish in the area and wildlife, including alligators, may be present. Staff was directed to have the District Engineer review the installation to determine whether a grate or other safety measure was required or recommended. Following the Engineer's review, staff will explore options with the contractor to improve the appearance of the structure.

Additional discussion was held regarding the history of the stormwater project and prior obligations associated with obtaining stormwater pond locations along State Road 16. It was clarified that those obligations were separate from the improvements completed through the

National Stormwater Trust agreement. Staff was asked to provide additional clarification regarding Pulte's involvement following the meeting.

Chairman Dudley requested an update regarding the roadway improvements within the builder portions of the community, including the Pulte and Drees sections. It was noted that the Pulte roads had received Engineer certification and were accepted, while certain Drees roads had not yet been conveyed to the District and outstanding items remained unresolved.

Chairman Dudley requested that staff follow up with Drees regarding the status of the necessary improvements and Engineer certification, noting that the matter had been raised approximately nine months earlier. The Board discussed determining the status of the Drees bond with the County and whether the District or County could pursue the bond or otherwise require completion of the outstanding improvements necessary for District acceptance.

Chairman Dudley indicated that the District Engineer should coordinate with the County to determine the current status of the roadway turnover, including the Phase 1A and 1B roads, and report back to the Board.

NINTH ORDER OF BUSINESS Financial Reports

A. Financial Statements as of July 31, 2026

B. Summary of Operations and Maintenance Invoices

Mr. Biagetti presented the unaudited financial statements through July 31, 2026. It was reported that there were no unusual variances beyond those previously discussed during the fiscal year. Two months remained in the fiscal year, with August and September activity still to be reflected prior to the start of Fiscal Year 2027 on October 1st.

The Check Register totaling $98,502 was presented. Mr. Biagetti reported no unusual expenditures and noted that the Board had been kept informed of maintenance-related expenses through ongoing communications.

On MOTION by Mr. Dudley, seconded by Ms. Cruz, with all in favor, the Check Register Totaling $98,502, was approved.

TENTH ORDER OF BUSINESS Next Scheduled Meeting – October 22, 2026 @ 10:00 a.m. @ Grand Oaks Amenity Center

Mr. Biagetti stated the next meeting is scheduled for October 22, 2026, at 10:00 a.m. at the Grand Oaks Amenity Center.

ELEVENTH ORDER OF BUSINESS Adjournment

Mr. Biagetti asked for a motion to adjourn the meeting.

On MOTION by Mr. Dudley, seconded by Ms. Cruz, with all in favor, the meeting was adjourned

_____ _____

Secretary / Assistant Secretary Chairman / Vice Chairman

FOURTH ORDER OF BUSINESS

GRAND OAKS CDD
MONTHLY LANDSCAPE OPERATIONS REPORT

Reporting Period: October 2026

Overall Trend Property conditions continue to improve	Seasonal Focus Holiday lighting preparation	Operations Routine maintenance and targeted enhancements

MONTH AT A GLANCE

Landscape operations throughout Grand Oaks continued to focus on routine mowing, bed maintenance, pruning, irrigation monitoring, weed control, and overall property presentation. Recent rainfall supported turf recovery across the community, while ongoing maintenance efforts reduced weed pressure in turf and ornamental beds.

In preparation for the upcoming holiday season, crews are beginning landscape detailing work to support lighting installations, including tree pruning, Spanish moss removal, and cleanup of highly visible common areas.

MAINTENANCE & LANDSCAPE IMPROVEMENTS

Bed Maintenance & Weed Control

Targeted weed control produced noticeable improvements throughout landscape beds, medians, and amenity areas. Significant progress was made along the main boulevard, with continued attention planned for focal areas and landscape islands.

The Plant Health Care and maintenance teams continue coordinating treatment, removal of dead vegetation, and general bed cleanup to improve presentation throughout the community.

Tree & Shrub Pruning

- Crepe myrtle canopy cleanup and clearance improvements.
- Tree canopy elevation to improve visibility and maintenance access.
- Shrub shaping and selective rejuvenation pruning.
- Removal of low-hanging limbs affecting mowing operations and sightlines.
- Detail pruning near entrances, amenities, and planned holiday display areas.

Landscape Detailing

Crews continue improving overall property presentation through landscape-bed cleanup, vegetation management, debris removal, edge maintenance, and general property detailing. Several landscape islands and focal areas have shown substantial improvement following recent maintenance efforts.

IRRIGATION & PLANT HEALTH

Irrigation Operations

- Main roadway irrigation valve repairs have been completed and are functioning properly.
- Replacement components are planned for the amenity center flowerpot irrigation system.
- Additional evaluations are underway in select landscape islands experiencing prolonged wet conditions.

Turf & Landscape Health

Recent rainfall has supported turf recovery throughout the community. Plant Health Care treatments continue to improve turf quality while reducing weed pressure in maintained areas.

Several isolated trees and shrubs exhibiting decline remain under observation. Recommendations for replacement or enhancement may be provided as conditions warrant.

HOLIDAY LIGHTING PREPARATION

Preparations have begun for the community holiday lighting program, with installation anticipated for late October through early November.

- Remove Spanish moss from entrance oak trees and other prominent canopy trees.
- Lift selected tree canopies around lighting locations to improve visibility and access.
- Detail crepe myrtles and ornamental trees near planned holiday displays.
- Evaluate palm-pruning needs at entrances and amenity areas.
- Clean and define landscape beds surrounding primary display locations.
- Maintain clearance near electrical access points and lighting routes.

These efforts will support installation access and help present a clean, polished community appearance throughout the holiday season.

SITE CONDITIONS & FOLLOW-UP

Summer Bay Culvert Inspection

Operations reviewed the culvert behind 211 Fairlake Circle. Water flow appears normal, and no visible obstructions were observed. Because recent rainfall produced elevated water levels and limited visibility, the location will remain under routine observation.

Wet-Area Landscape Evaluation

Several landscape islands continue to experience periodic standing water and saturated conditions. Staff is evaluating plant material better suited to these environments, including ornamental grasses and African iris.

Amenity & Entrance Enhancements

Management and operations continue reviewing enhancement opportunities that balance visual impact, long-term performance, and maintenance efficiency.

- Ornamental grass and African iris installations.
- Additional perennial color opportunities.
- Landscape island and focal-bed improvements.
- Irrigation efficiency upgrades.
- Screening enhancements around recreational amenities.

ACTIVE PROJECTS & STATUS

Project / Item	Status
Bed Weed Control Program	Ongoing
Boulevard Landscape Cleanup	Significant progress
Tree Canopy Elevation	Ongoing
Holiday Lighting Preparation	Underway
Spanish Moss Removal	Scheduled
Amenity Center Irrigation Repairs	Planned
Landscape Island Evaluations	In review
Culvert Monitoring	Ongoing
Future Enhancement Planning	In development

UPCOMING WORK

- Continue routine mowing, edging, pruning, and cleanup operations.
- Complete holiday-lighting preparation activities.
- Continue weed-control efforts throughout landscape beds and turf areas.
- Monitor irrigation performance and complete scheduled repairs.
- Evaluate enhancement opportunities in amenity and focal areas.
- Continue tree-canopy elevation and sightline improvements.
- Develop enhancement concepts using ornamental grasses and African iris.
- Continue monitoring turf recovery and overall property conditions.

CLIENT NOTE

Overall property conditions continue to trend positively. Recent rainfall has supported turf recovery, while focused maintenance efforts have resulted in noticeable improvements in weed control, landscape-bed appearance, and overall presentation throughout the community. Looking ahead, crews will remain focused on seasonal detailing, holiday lighting preparation, irrigation improvements, and strategic landscape enhancements designed to support the appearance and long-term sustainability of the Grand Oaks landscape program.

Prepared for	Reporting Period	Report Type
Grand Oaks CDD	October 2026	Monthly Landscape Operations

SIXTH ORDER OF BUSINESS

A.

Proposed Date	AUGUST 18, 2026
Expiration Date	SEPTEMBER 18, 2026

Southern Recreation

Play for all ages

4060 Edison Avenue
Jacksonville, Florida 32254
Phone 904-387-4390 Fax 904-387-4391
travis@southernrecreation.com
www.southernrecreation.com

PROJECT NAME:
Grand Oaks Amenity Center

PROPOSED TO
Rich Gray
RMSNF
(904)759-8890
Rgray@rmsnf.com

BILL TO **Same**

SALESPERSON	SHIPPING METHOD	PAYMENT TERMS
Travis	Installed	50% Deposit

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1ea.	PS3-31414-1	SRP On Sale Adventure Series Playstructure w/Integrated Shade Structure	MSRP 65,595.00	32,795.00
1ea.	TFR3502	SRP 3.5" Arch 4 Seat Swing to Include 2ea. Belt Seats and 2ea. Infant Seats		5,395.00
50ea.		1'x4' Plastic Border Logs		2,750.00
1ea.		ADA Half Ramp		750.00
115ea.		Yards of Playground Mulch Blown In		7,475.00

Subtotal	49,165.00
Tax Rate	.075
Tax	3,024.90
Freight	2,495.00
Installation	16,000.00
Total Due	70,684.90

Terms and Conditions and Required Signature on next page.

Southern Recreation, Inc. Terms and Conditions

Payment **A 50% deposit is required to begin project.** The deposit is non-refundable. If equipment is refused when delivery is attempted you will be responsible for any resulting charges. A signed terms and condition and payment of the deposit indicates that you are in full agreement with all terms and conditions of this proposal including the following: Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented.

Balance of monies are due immediately upon completion and acceptance by the owner of the equipment and installation. Installation, site work, drainage, equipment removal, building permits, engineered drawings, etc. as listed below are not included **unless specifically noted on the proposal.**

Installation may include the following: Permitting if required for the State of Florida - State Certified Contractor CBC1252594
Site Preparation to include equipment removal, excavation, grading and drainage
Concrete work to include Curbing for containment and Sidewalks for accessibility
Installation of your Playground by *NPSI and Factory Certified Installers
Safety Surfacing as propose- Engineered Wood Fiber, Poured-In- Place Rubber Surfacing, Loose Fill Rubber or Synthetic Turf
Complete site clean up and playground inspection upon completion
*National Playground Safety Institute Certified Playground Safety Inspectors

Southern Recreation Responsibilities Southern Recreation (SR) is responsible for the acceptance of all freight deliveries that includes the installation of the equipment. All equipment will ship to our warehouse for acceptance and inventory. Equipment will be transported to the installation site on fully insured SR trucks and trailers. SR is responsible to secure the site and equipment while the installation is in progress. All equipment to be installed per CPSC and ASTM guidelines for proper spacing and elevations. SR is responsible for trash removal as a result of the installation

Owners Responsibilities Provide access to the installation site. Provide area for storage and staging if needed. Security at the installation site both during and after work hours. To provide sufficient input for equipment locations so as to properly install per the owners intent-
Note: All equipment installation must meet CPSC and ASTM guidelines for proper spacing. **SR WILL NOT INSTALL** any equipment outside of these spacing guidelines

Optional Responsibilities If a building permit is required, it is the responsibility of the owner to provide SR will all necessary documentation as needed-this would include an acceptable site plan, warranty deed (if needed), owners notarized signatures on permit and Notice of Commencement and all other documentation as required by the local building department of jurisdiction in order to execute the permit. Charges for permitting will include an administrative fee and actual permit cost. Any other SR responsibilities must be clearly outlined in the applicable proposal/contract

Access/Utilities Access will need to be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage.

Rock/Foreign Object Clause Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in- place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Signature of owner or owners rep indicates acceptance of the above terms and conditions

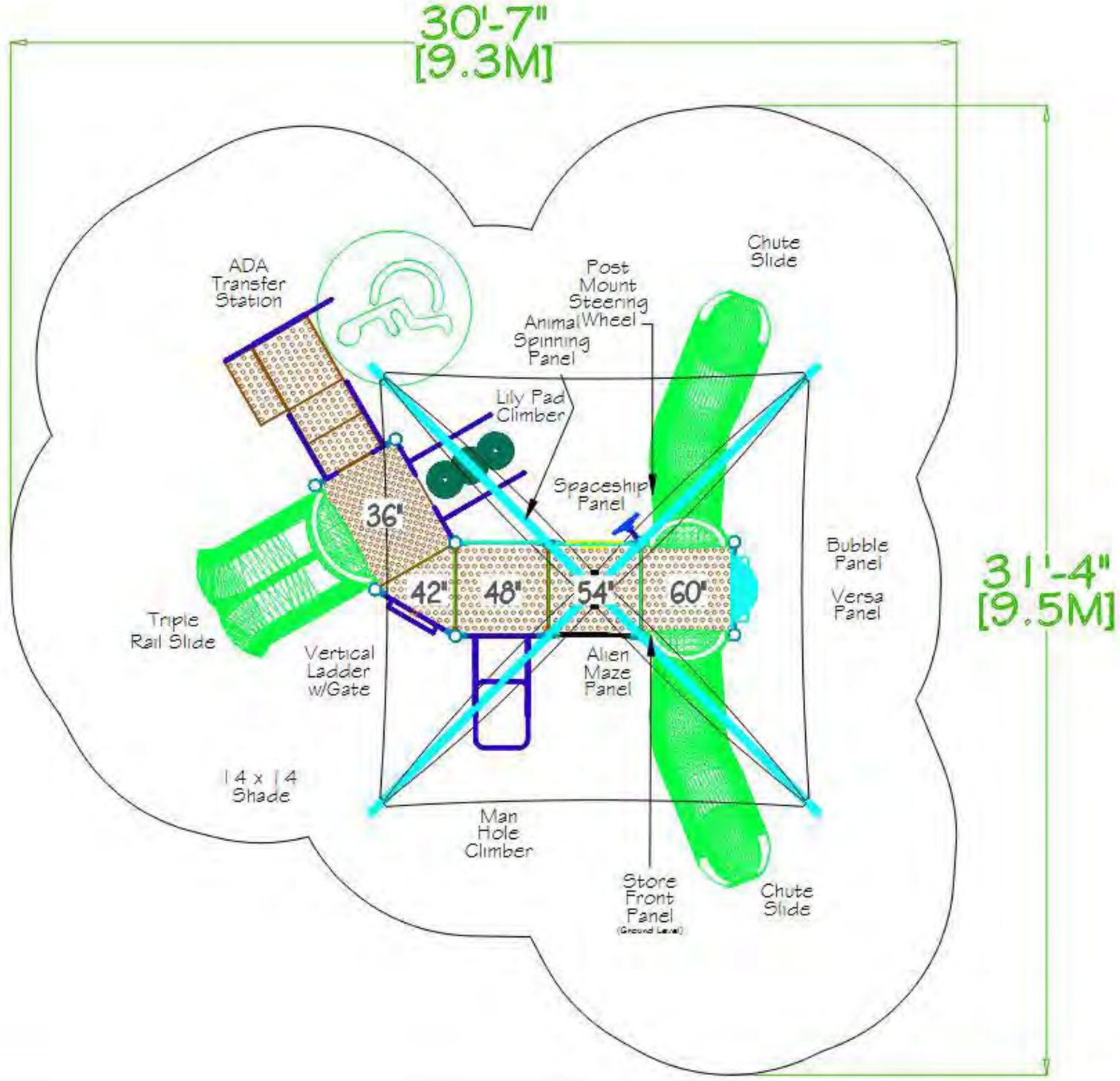
Authorized signature *Terry Rogers* **Terry Rogers, President**

Accepted by_____ **Date** _____

Billing Name and Address: _____ **Billing Email:** _____

_____

Please sign and fill in the information where the project invoice will be billed to.



Playgrounds
BY SUPERIOR RECREATIONAL PRODUCTS

REFERENCE NUMBER
PS3-31414-1
3.5" STRUCTURE DESIGN

EQUIPMENT SIZE	USE ZONE
20 X 19	32 X 31
AGE GROUP	SURFACE AREA
2-12	736

USER CAPACITY	4" TIMBER COUNT
32	28

FALL HEIGHT
5'

ADA ACCESSIBILITY

ELEVATED
PLAY ACTIVITIES
9

	GROUND LEVEL ACCESSIBLE PLAY ACTIVITIES	GROUND LEVEL ACCESSIBLE ACTIVITY TYPES
REQUIRED	3	3
PROVIDED	3	3

THIS STRUCTURE MEETS OR EXCEEDS CPSC #325 AND ASTM F1487-11 UNLESS OTHERWISE NOTED.

DATE	DRAWN/SAVED BY
11/1/2019	PL / PAT.LEE
SCALE	SHEET
NTS	1 OF 2

PAGE
PLAN_VIEW

WE RECOMMEND THIS PLAN BE PRINTED ON 11" x 17" PAPER

PLAYGROUND SUPERVISION IS REQUIRED.

THIS DESIGN IS THE PROPERTY OF SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN CONSENT OF SUPERIOR RECREATIONAL PRODUCTS.





Color Options

Metal Colors

Gloss



Matte or Metallic



Plastic Colors



Activity Panel & Panel Colors

Solid Core



Sandwich Core



Shade Colors | More Available!



Steel Deck Colors



Recycled Deck & Post Colors



*May affect delivery lead time.

Ascend Rope Colors



*Red rope fades naturally under prolonged sunlight.

Belt Seat Colors



Color Schemes



Nature Trail

- Brown
- Spring Green
- Orange
- Beige
- Beige

Shade Color Recommendation



Northern Lights

- Champagne
- Ice Mint
- Starlight
- Blue
- Silver



Spring Sprout

- Vanilla
- Spring Green
- Beige
- Rivergum



Electric

- Champagne
- Chartreuse
- White
- Blue
- Silver



Terra

- Burgundy
- Beige
- Spring Green
- Beige



Van Gogh

- Metallic
- Bronze
- Champagne
- Periwinkle
- Steel Gray



Forest

- Burgundy
- Beige
- Green
- Beige



New! **Macaw**

- Champagne
- Yellow
- Sky Blue
- Orange
- Orange



Wisteria Garden

- Vanilla
- Sage
- Beige
- Royal Purple
- Cream



New! **Orchid**

- Vanilla
- Chartreuse
- Royal Purple
- Orange
- Orange



Robin Egg

- Brown
- Beige
- Azure
- Cream



Circus

- Red
- Yellow
- Sky Blue
- Yellow



Del Rio

- Vanilla
- Azure
- Beige
- Orange
- Beige



New!

Americana

- Vanilla
- Blue
- Sky Blue
- Red
- True Blue



Synthwave

- Champagne
- Ocean
- Royal Purple
- Chartreuse
- Royal Purple



Spring Bloom

- Sky Blue
- Spring Green
- White
- Orange
- Rivergum



Aqua Vista

- Metallic
- Butterscotch
- White
- Orange
- Azure
- Steel Gray



Spring Storm

- Champagne
- Spring Green
- Black
- Sky Blue
- Lime



Pistachio

- Vanilla
- Chartreuse
- Beige
- Burgundy
- Lime



Oasis

- White
- Blue
- Orange
- Spring Green
- True Blue

PlayStructure Color Selections + Approval

Project Name _____

Playstructure Colors

Post Color

Plastics Color

Steel Color

Panels Color

Deck Color

Shade Fabric Color



Signature _____ Date _____

B.

PO Box 29 | Allen, TX 75013

A Miracle Recreation Dealer for North, Central, West and the Panhandle of Texas, Florida, Michigan, Mississippi and New Mexico

Sales Consultant
Matthew Frey +19049885483

CUSTOMER INFORMATION	
Customer:	Governmental Management Services
Contact:	
Contact Info:	
Project Name:	Governmental Management Services - Grand Oaks Amenity Center Empty Lot
Install Address:	
End User:	
Ship to Address:	

QUOTE	
20260811-0004248	
Quote Date	Valid Until
08/11/2026	09/10/2026
Estimated Delivery	Estimated Install
6-8 Weeks	TBD
Thank you for the opportunity!	

ITEM	DESCRIPTION	QTY	EACH	TOTAL
Miracle Equipment	Miracle playground equipment design number	1	$64,286.00	$64,286.00
Miracle Playground Equipment Install	Installation of Miracle playground equipment listed above	1	$20,892.95	$20,892.95
Miracle Equip Freight	Shipping of Miracle playground equipment	1	$3,139.50	$3,139.50
EWF	Deliver 12 inch compacted depth of Engineered Wood Fiber safety surfacing	1	$7,441.20	$7,441.20
2 by 2 Industries	39 6" borders and full ramp	1	$2,958.21	$2,958.21
Amenities Freight	Shipping of Amenities listed above	1	$3,881.80	$3,881.80
WBF Discount	webuildfun Customer Loyalty Discount on Standard Miracle Recreation Equipment	1	$0.00	$-16,071.50
			Non-Taxable Items Subtotal	$86,528.16
Provide Sales Tax Exemption Certificate if Tax Exempt. Final Prices Subject to State and Local Sales Tax			Total	$86,528.16

A CPSI (Certified Playground Safety Inspector) third-party inspection is available at additional cost upon request.

PO Box 29 | Allen, TX 75013

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CUSTOMER INFORMATION	
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QUOTE	
20260811-0004248	
Quote Date	Valid Until
08/11/2026	09/10/2026
Estimated Delivery	Estimated Install
6-8 Weeks	TBD
Thank you for the opportunity!	

Make Payable to: webuildfun, Inc PO Box 29, Allen, TX 75013

Payment Terms 50% Down with remander due upon completion of project.

Price assumes play area border to be provided by "others" unless noted above. No bond or special insurance coverages are included unless noted above. Price assumes all site work, drainage away from play area & play area borders are to be provided by "others" at no cost to webuildfun unless specified otherwise in the quote above. This includes site prep, grade work, drainage, construction fencing, concrete borders, and site restoration. All additional services can be quoted upon request. webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, Inc. provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate by calling 811, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc. will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.

Complete webuildfun Terms and Conditions on the following pages are incorporated into this quote by reference

Approval Signature _____ Date _____ PO Number _____

Send completed quote and purchase order to: matthew@webuildfun.com

PROJECT DETAILS

Please provide the following information: **Project Total**

Project Name: Governmental Management Services - Grand Oaks Amenity Center $86,528.16

Est. Project Start Date: _____ Bond Required: _____ Purchase Order #: _____

Est. Project Completion Date: _____ Contract Required: _____

Additional Details: _____

SHIP TO CONTACT DETAILS	
Company	
Street Address	
City, State, Zip	
Contact:	
Phone #	
Email:	

BILLING CONTACT DETAILS	
Company	
Street Address	
City, State, Zip	
Contact:	
Phone #	
Email:	

INSTALLATION CONTACT DETAILS	
Company	
Street Address	
City, State, Zip	
Contact:	
Phone #	
Email:	

END USER (OWNER) CONTACT DETAILS	
Company	
Street Address	
City, State, Zip	
Contact:	
Phone #	
Email:	

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING

webuildfun, Inc. Terms and Conditions

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Webuildfun, Inc. objects to any other terms proposed by the Customer, in writing or otherwise as material alterations, and all such proposed terms shall be void

Payments will be made to webuildfun, Inc., PO Box 29, Allen, TX 75013 unless notified otherwise by webuildfun, Inc. in writing. Orders will not be placed until down payment is received when applicable. Purchase orders are accepted and will be evaluated by webuildfun to determine if other terms are negotiable with approved credit. Sales Representative are not authorized to approve terms. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificated to webuildfun, Inc. and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies, and other impositions on the equipment at owner's expense.

Prices reflected on quote assumes all site work to be done by others unless noted above. This Includes items like site preparation, grading work, drainage, construction fencing, concrete borders, and site restoration. All drainage within the playground border and away from the play area and play area borders will be provided by the Customer unless noted above. No bond or special insurance coverage is Included unless noted above. All additional services will be quoted by request only. webuildfun, Inc. warrants the labor for replacement parts for 1 year, if webuildfun, Inc provided the original installation. In the event rock is encountered, additional charges may be assessed.

It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line located from 811 at the owner's request. webuildfun, Inc. will make every reasonable effort to respect all marked utility lines and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities.

Prices are guaranteed for 30 days from the date listed on the quote. Shipping terms are FOB Origin (place of shipment) via common carrier designated by manufacturer. Customer authorizes webuildfun, Inc. to order and ship the equipment and agrees to pay webuildfun, Inc. the total amount specified. Customer will be responsible for receiving all merchandise from the truck unless otherwise specified.

1. **Default, Remedies & Delinquency Charges.** The Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Even of Default, webuildfun, Inc. shall have all remedies available to it at law or equity, Including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with webuildfun, Inc. to accomplish its filing and enforcement of mechanic's or other liens with respect to the equipment or its location or its repossession of the equipment, and Customer expressly waives all rights to possess the equipment after an event of default. All Remedies are cumulative and not alternative, and no exercise by webuildfun, Inc. of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorney's fees plus any costs of collections Incurred by webuildfun, Inc. enforcing its rights hereunder. Subject to any limitation under law, the Customer shall pay to webuildfun, Inc. as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by webuildfun, Inc. within ten (10) days after the date on which due.

2. **Use & Maintenance.** Customer agrees to regularly inspect and maintain the equipment and to provide, inspect and maintain appropriate safety surfacing under and around the equipment, in accordance with ASTM standards and the current Consumer Product Safety Commission Handbook for Public Playground Safety.

3. **Limitations of Warranty/ Indemnity for Miracle Recreation Products.** Miracle Recreation Equipment Company (MREC) makes no equipment warranties except for those standard warranties issued with the equipment, which are Incorporated herein by this reference. MREC specifically disclaims and implied warranty of merchantability or fitness for a particular purpose and any liability for Incidental or consequential damages. To the extent allowable under law, Customer agrees to defend, indemnify and save MREC and webuildfun, Inc. harmless from all claims or any kind for damages of any kind arising out of Customers alteration of the equipment, its failure to maintain the equipment, its failure to properly supervise equipment, or its failure to provide and maintain appropriate types and depths of safety surfacing beneath and around the equipment in accordance with MREC's installation and owner's manuals and the most current consumer product safety commission handbook for public playground safety.

4. **Restrictions.** Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the equipment to be levied upon or attached under any legal process; (ii) transfer title to the equipment or any Customer's rights therein; or (iii) remove or permit the removal of the equipment to any location not specified in this quote.

5. **Purchase Money Security Interest.** The Customer hereby grants, pledges, and assigns to webuildfun, Inc. and webuildfun, Inc. hereby reserves a purchase money security interest in, the equipment to secure the payment and performance in full of all o Customer's obligations hereunder. The Customer agrees that webuildfun, Inc may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior interest in the equipment.

6. **Choice of Law and Jurisdiction.** All agreements between Customer and webuildfun, Inc. shall be interpreted, and the parties' obligations shall be governed by the laws of the state of Texas without reference to its choice of law provisions. The Customer hereby consents to the personal jurisdiction of the state and federal courts located in the county of Collin, Texas.

7. **Title; Risk of Loss; Insurance.** Title to equipment shall pass to the Customer upon shipment. Customer assumes all risk of loss or destruction of or damage to the equipment by reason of theft, fire, water, or any other cause, an in the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the equipment against all such losses and casualties.

8. **Waiver, Invalidity.** Webuildfun, Inc. may waive a default hereunder, or under any invoice or other agreement between the Customer and webuildfun, Inc. or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by webuildfun, Inc. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights to webuildfun, Inc. hereunder or under any invoice. The invalidity of any portion of this quote shall not affect the force and effect of the remaining valid portions hereof.

9. **Entire Agreement; amendment; Biding nature.** This fully executed quote, as supplemented by change orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A change order is a written instrument signed by the Customer and webuildfun, Inc. stating their agreement as to any amendment in the terms of this quote. The Customer acknowledges that change orders may result in delays and additional costs. The parties agree that all change orders shall Include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this quote shall be binding upon and inure to the benefit of the parties and the successors and assigns.

10. **Counterparts, Electronic Transmission.** This Quote, any invoice, and any other agreement between parties may be executed in counterparts, each of which shall constitute an original. Electronic signatures and electronic transmission are acceptable to both the Customer and to webuildfun, Inc.



C l r

Choose fro any of our color palettes m
or create your own cob ination!



CARNIVAL



CRESS



HON YS KL



IRIS



J NL



LA OON



MARSH MADNESS



NEB A



A RIOTIC



LAYF L OND



PRIMARY



SALTWATER



SAVANNAH



SKYSCRAPER



SOLAR FLAR



AD OL



OADS OOL



WILDFLOW R

Color

ROCK-ITE® PLASTIC COLOR CHOICES k



Red k | Yellow k | T opical Yellow | O range k | Lime | Cha eu e k | een | Fo e een | Beige k | B lowkn onkk | B lowkn k



Da B own | Teal | S y k | Cyan | Blue | Cobal | Bu gundy | Lavende | Plumk | Whi kk | ay konk



Ligh ay | Blac (Roof Only)

MIRA-COTE® POWDER-COATED PAINTED METAL COLOR CHOICES k



Red k | Yellow k | T opical Yellow | O range k | Lime | Cha eu e k | een | Fo e een | Beige k | Sand k | B own k



Da B own | Teal k | Azu e k | Blue k | Cobal | Bu gundy | Lavende k | Plumk | Whi e k | Silve k | Ligh ay k



Me allic ay | Blac (Po & Clamp Only)

MIRA-LENE™ PANEL COLOR CHOICES k



Red-Sand | Red-Yello | ellow-Sand | Yekkow-Blue | Yellow-Blac | akge-Sand | Lime-Sand | Fo e een-Sand | Blue-Sand | Blue-Yellow



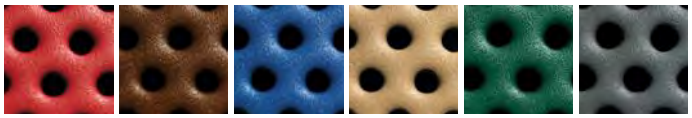
Cobal -Sand | lum-San | Da B own-Sand | eige-Fo Be een | Beige-Red | Beige- a | Whi e-Blac k | ay-Blac | lac -Whi e

MIRACLE SWING SEAT COLORS k



Re | Yello k | oyal Blue | San | nter Green | lack

TEXTURED MIRA-THE M™ COLOR CHOICES



Rek | Brown | Royal Blu | and | nter Green | Dark Gray

Miracle® uses high quality materials and state of the art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. Miracle® does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration. Actual colors in catalog may vary due to four color printing process.

Me allIchGhrayh

Ligh Ghrayh

Tealhh

C harhetohe

Darkh Ghrayhh



Takhpohe hh

Me allIchGhrayhhh

VC/fDeckhhDarkhGhrayh

Acdenh Ligh Ghrayhandh Tealhhh

Rckhhehhhhahnich C harhetohe and Teal

Typhh nGlamhpyhLigh Ghrayhandh Tealhhh

Sehhhf C harhetohe h

Mira-hbemeFhhanehhLimte/Slamdh/Lumhe hh

igh Ghrayhh

Blueh

kyh

Darkh Ghrayhh



C lesh hhh

Ligh Ghrayhhh

VC/fDeckhhDarkhGhrayhh

Acdenh Whi ehh

Rckhhehhhhahnich Blueh Skyhandh Whi ehh

Typhh nGlamhpyhWhi ehandh Blueh

Sehhhf Blueh

Mira-hbemeFhhanehhBlueh/Whi e/Blueh

Burghmdyh

Trhpicalh Yellhw

luh

Salmdh

C hoalh

Darkh Ghrayhh



Nebuhlahh

Burghmdyhh

VC/fDeckhhDarkhGrayhh

Acdenh Trhpicalh Yellhw

Rckhhehhhhahnich C hoalh, Trhpicalh Yellhw andh luh

Typhh nGlamhpyhBurghmdyhandh luh

Sehhhf C hoalhh

Mira-hbemeFhhanehhC hoalh/Salmdh/C hoalhhh

Colohh

Tropical Yellow

Dark Brown

Cobalt Blue

Teal

Chartreuse

Yellow

Chartreuse

Forest Green

Blue

Red

Beige

Gray

Dark Gray

Hunter Green

Dark Gray



Carnival

Post: Tropical Yellow

Pivot/Decks: Dark Gray

Accents: Teal

Rock-it™ Plastic: Red, Chartreuse and Teal

Typhoon Canopy: Chartreuse and Red

Steel Roof: Red

Mirage™ Panel: Red/Green/Red



Mashup Madness

Post: Dark Brown

Pivot/Decks: Hunter Green

Accents: Chartreuse

Rock-it™ Plastic: Chartreuse, Forest Green and Beige

Typhoon Canopy: Beige and Forest Green

Steel Roof: Forest Green

Mirage™ Panel: Beige/Forest Green/Beige



Skyscraper

Post: Cobalt Blue

Pivot/Decks: Dark Gray

Accents: Yellow

Rock-it™ Plastic: Blue, Yellow and Gray

Typhoon Canopy: Yellow and Blue

Steel Roof: Blue

Mirage™ Panel: Blue/Yellow/Blue

Mirage™ Recreation Components

Teal

Orange

Tropical Yellow

Lavender

Sand

Light Gray

White

Gray

Light Gray

Beige

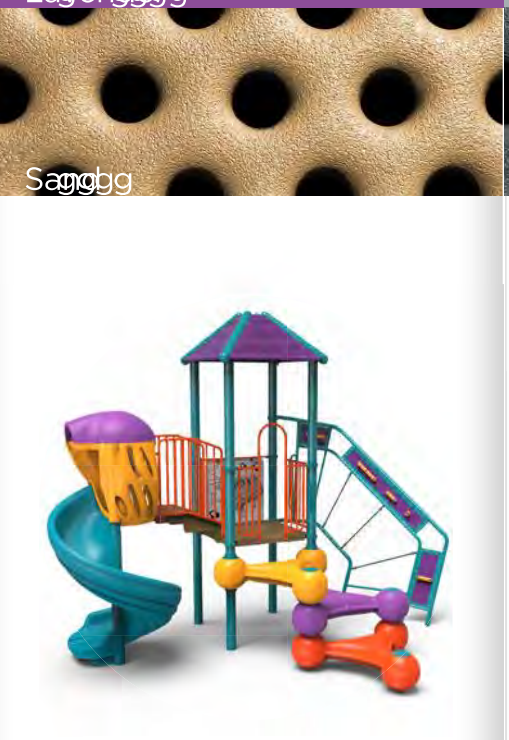
Azure

White

Forest Green

Dark Brown

Brown







Wildflower

Post: Teal

Vertical/Deck: Sand

Accent: Orange and Tropical Yellow

Rock-ite® Islands: Lavender, Orange and Teal

Tropical Yellow

Typical Canopy: Lavender and Teal

Steel: Rail: Lavender

Mira-Lemo™ and Black/White/Black

Toadstool

Post: Light Gray

Vertical/Deck: Red

Accent: White

Rock-ite® Islands: Gray, Red and White

Typical Canopy: Light Gray and Red

Steel: Rail: Red

Mira-Lemo™ and Black/White/Black

Playful Pond

Post: Beige

Vertical/Deck: Brown

Accent: Azure and White

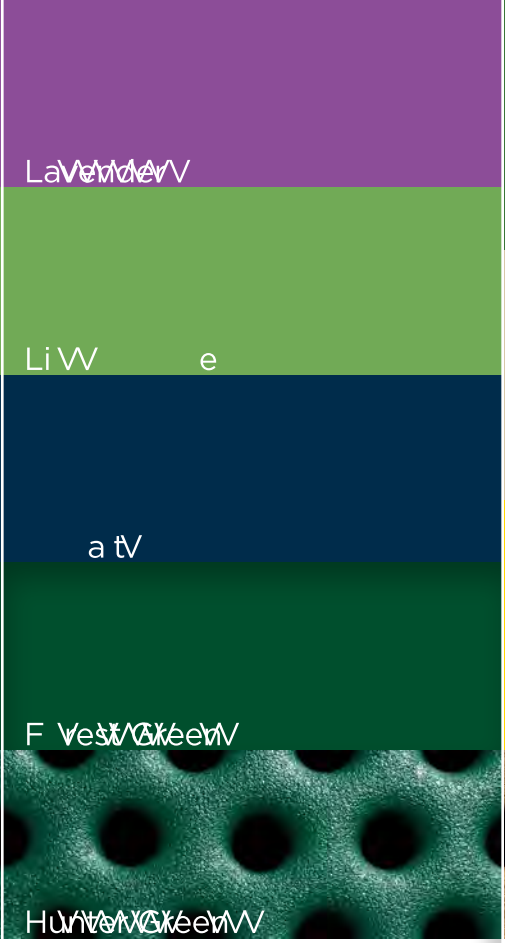
Rock-ite® Islands: White, Forest Green and Dark Brown

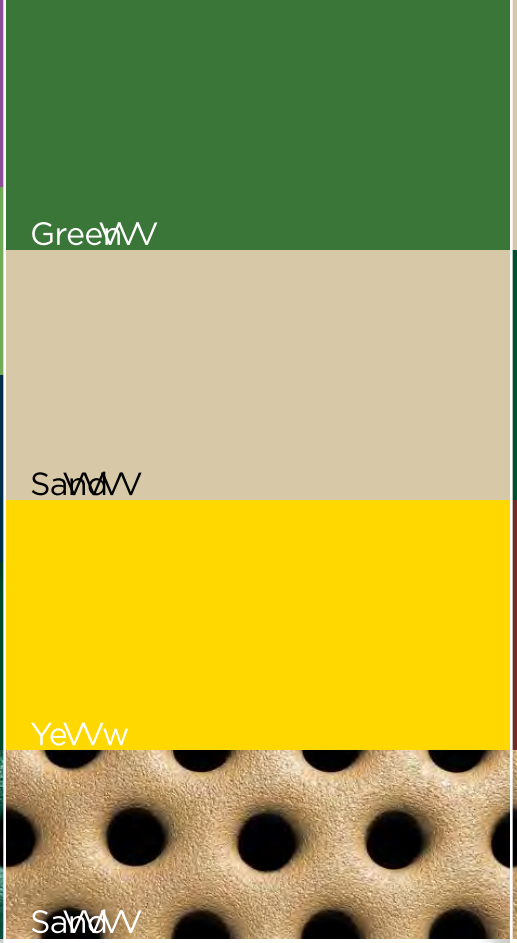
Typical Canopy: White and Dark Brown

Steel: Rail: Azure

Mira-Lemo™ and Forest Green/Sand/Forest Green

Color













Iris

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P V /D

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R

Gree

Ty

St

Mira-

Honeysuckle

P

P V /D

A

R

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Mira-

Jungle

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P V /D

A

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Gree

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ue ,

Red ,

Ye ,ow

Red ,

ue ,

Red

Roya ,ue ,

ue ,

eige

Tea

Sand ,







Prime

Po , ue

PVC/Deck , Red

Accen , Ye ,ow

Rock-i e® P a , ic ue Ye ,ow and Red

Typhoon Canopy Ye ,ow and Red

S ee Roof Red

Mira-Lene™ Pane , ue/Ye ,ow/ ue ,

Patri tic

Po , ue

PVC/Deck , Roya ,ue

Accen , Whi ,e

Rock-i e® P a , ic Red Whi ,e and ,ue

Typhoon Canopy Whi ,e and ,ue

S ee Roof Red

Mira-Lene™ Pane , ue/Whi ,e/ , ue ,

Lagoon

Po , ue

PVC/Deck , Sand

Accen , Whi ,e

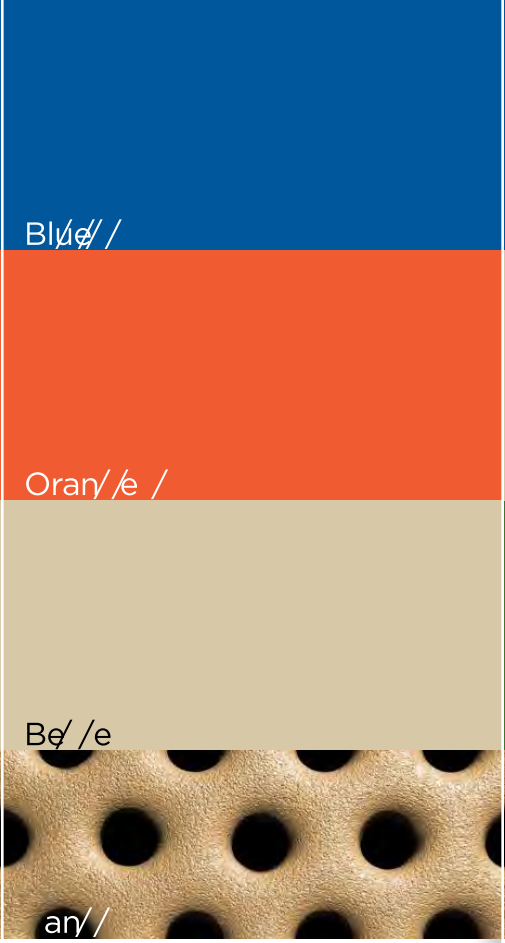
Rock-i e® P a , ic ue eige and Tea

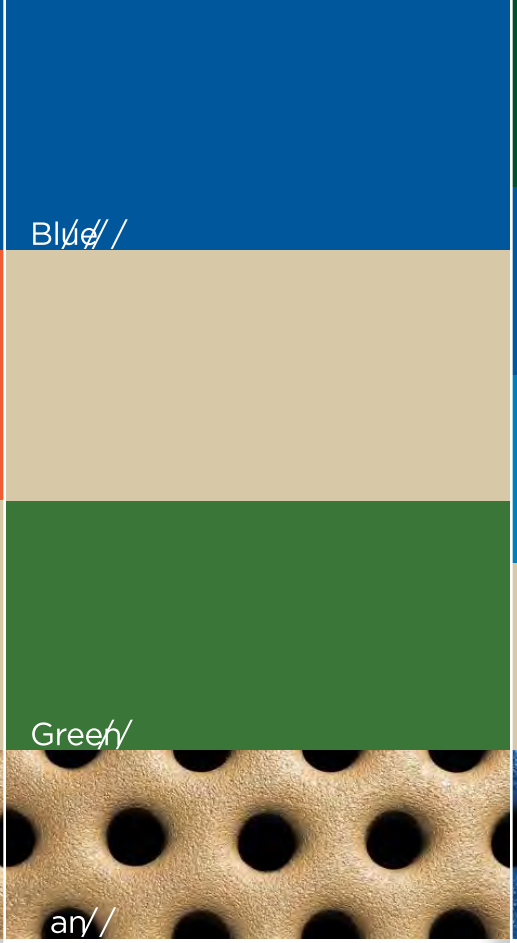
Typhoon Canopy eige and Tea

S ee Roof Tea

Mira-Lene™ Pane , ue/Whi ,e/ , ue

Color ,









Solar Flare

Post: Blue

PVC Decks: Tan

Accents: Tan / Orange

Rock-tite Plastic: Blue, Beige / Tan / Orange

Typhoon Canopy: Beige / Tan / Orange

tee Roof: Beige / Tan

Mirage Panel: Blue / White / Blue



Savannah

Post: Blue

PVC Decks: Tan

Accents: Beige / Tan

Rock-tite Plastic: Green, Beige / Tan / Blue

Typhoon Canopy: Beige / Tan / Blue

tee Roof: Green

Mirage Panel: Blue / White / Blue



Saltwater

Post: Forest Green

PVC Decks: Royal Blue

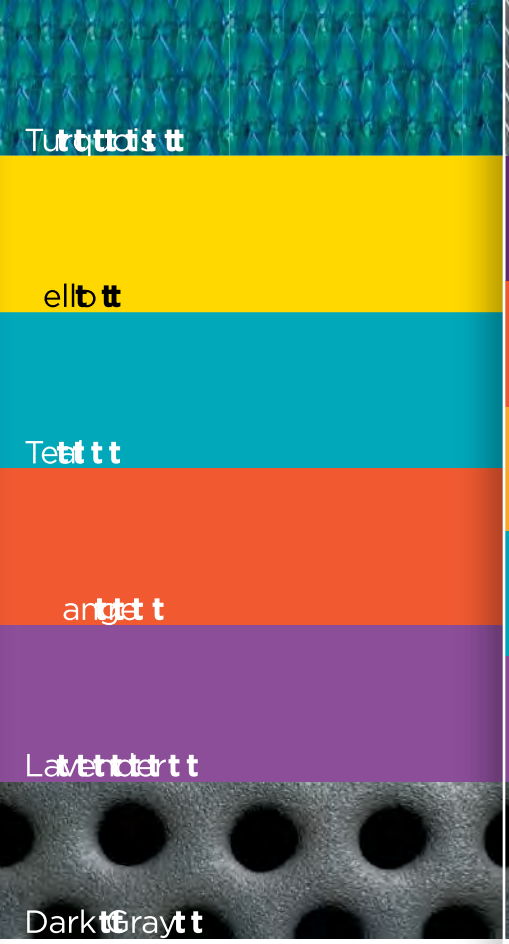
Accents: Blue

Rock-tite Plastic: Blue, Cyan / Tan / Beige / Tan

Typhoon Canopy: Cyan / Blue

tee Roof: Beige / Tan

Mirage Panel: Blue / White / Blue









Best Buddies® 1

Post: Yellow

Pvc/Deck: Dark Gray

Accents: Orange and Teal

Rock-it: Plastic Yellow, Lavender and Teal

Typhoon: Canopy, Lavender

Mirage Left Panel: Gray/Black/Gray

Shade: Turquoise



Best Buddies® 2

Post: Plum

Pvc/Deck: Dark Gray

Accents: Tropical Yellow and Silver

Rock-it: Plastic, Lavender, Teal and Orange

Typhoon: Canopy, Teal

Mirage Left Panel: White/Black/White

Shade: Silver



Best Buddies® 3

Post: Teal

Pvc/Deck: Dark Gray

Accents: Plum and Tropical Yellow

Rock-it: Plastic Yellow, Tropical Yellow and Plum

Typhoon: Canopy, Tropical Yellow

Mirage Left Panel: White/Black/White

Shade: Black with Purple













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Shade Fabric Colors

SHADESURE™ Fabrics *Passes: NFPA 701 / ASTM-E84*



Red | Sunflower Yellow | Terracotta | Electric Purple | Rain Forest | Zesty Lime | Olive

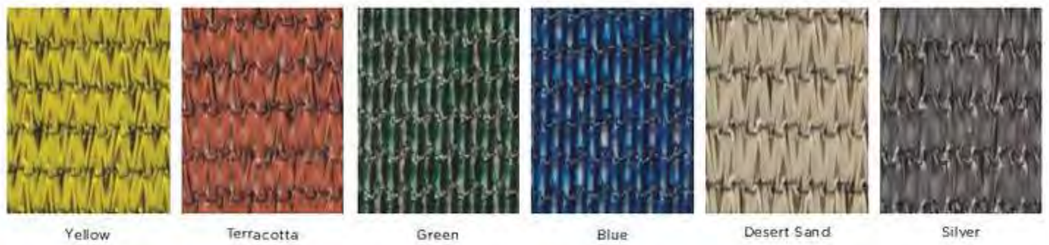


Turquoise | Navy Blue | Royal Blue | Laguna Blue | Chocolate | Cinnamon | Arizona



Desert Sand | Silver | Black | White

COLOURSHADE® Fire Retardant Fabrics *Passes: NFPA 701 / ASTM-E84 / OSFM TITLE 19*



Yellow | Terracotta | Green | Blue | Desert Sand | Silver

Site Furnishing Colors

Amenities receive a durable color coating that will not rust, crack, peel, or warp. Choose a powder coat color for framework and plastisol coating for table tops, seats, and backs.

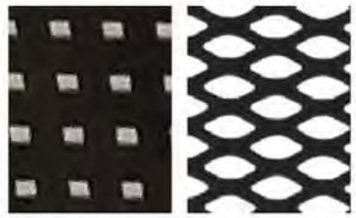


Red | Green | Blue | Sand



Brown | Charcoal | Black Powder Coat Only | White Powder Coat Only

Site Furnishing Patterns



Perforated | Diamond

Recycled Plastic Colors



Cedar | Milwaukee Brown

Slat and Rib patterns (not shown) available in select site furnishing products.

Miracle® uses high quality materials and state of the art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. Therefore, Miracle® does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration.
Actual colors in catalog may vary based on device or monitor settings.

SEVENTH ORDER OF BUSINESS

Docusign Envelope ID: F5752351-0888-83A3-80C9-8A135B5EF2E1

AGREEMENT BETWEEN GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT AND COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT III, LLC FOR AMENITY MANAGEMENT, FIELD OPERATIONS MANAGEMENT, FACILITY ATTENDANT SERVICES, AND FACILITY MAINTENANCE SERVICES

This Agreement ("Agreement") is made and entered into on September 9th, 2026 ("Execution Date"), to be effective as of October 1st, 2026 ("Effective Date"), by and between:

GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and

COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT III, LLC, a Florida limited liability company, whose address is 393 Palm Coast Parkway SW, Suite 4, Palm Coast, FL 32137 ("Contractor" or "CALM III") and, together with the District, the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District has constructed an amenity center that includes a swimming pool, community center, and other recreation facilities (collectively, the "Amenities"), as well as landscape and irrigation improvements, lake embankments, entrance areas, and other common areas (collectively, the "Facilities"); and

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

WHEREAS, Contractor has a background in the operation, management, and maintenance of recreation and amenity facilities and is willing to provide such operation, management, and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into a contractual relationship with Contractor to operate, manage, and maintain the Amenities and the Facilities and to provide other services as described in this Agreement and the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (collectively, the "Services").

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

2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Amenities and the Facilities for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement including that Contractor will not take a tax position inconsistent with it being a

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manager and not owner of the Amenities and Facilities.

3. DESCRIPTION OF SERVICES. Contractor shall perform the duties described by **Exhibit A** attached hereto, and as more particularly stated herein. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are fulfilled. Contractor shall ensure responsible and proper staffing levels needed to satisfy the terms of this Agreement. To the extent the terms of this Agreement and **Exhibit A** conflict, this Agreement shall control.

4. COMPENSATION. The Agreement shall be for a one-year period, renewable or terminable pursuant to the provisions herein. Contractor shall be compensated for providing the Services described in Section 3 of this Agreement.

A. Fees and Expenses:

i. The District shall pay the Contractor the following annual fees for the Services in accordance with **Exhibit A**:

- Facility Management Services: Ninety Thousand One Hundred Dollars and No Cents ($90,100.00) per year.
- Field Operations Management Services: Forty-Nine Thousand Seven Hundred Sixty Dollars and No Cents ($49,760.00) per year.

The total annual fee for the foregoing fixed Services is One Hundred Thirty-Nine Thousand Eight Hundred Sixty Dollars and No Cents ($139,860.00), which shall be invoiced and paid in equal monthly installments during the Fiscal Year.

Facility Attendant Services shall be provided on an as-needed basis and shall not exceed Fifteen Thousand Dollars and No Cents ($15,000.00) annually, unless otherwise approved by the District. Facility Attendant Services shall be invoiced monthly in arrears based upon actual Services performed in accordance with the rates set forth in **Exhibit A** or **Exhibit B**.

Facility Maintenance and Repair Services, including general maintenance services and pressure washing services, shall be compensated at the hourly rates set forth in **Exhibit A** or **Exhibit B**, plus reimbursable expenses, and shall be invoiced monthly in arrears. General maintenance services shall be invoiced at Forty-Five Dollars and No Cents ($45.00) per hour, and pressure washing services shall be invoiced at Fifty-Five Dollars and No Cents ($55.00) per hour, together with any approved reimbursable expenses.

ii. Out-of-pocket reimbursable expenses incurred by the Contractor in the performance of the Services shall be billed at the Contractor's standard rate or at cost, as indicated in **Exhibit A** or **Exhibit B**, and itemized on the Contractor's monthly invoice to the District.

iii. Unless otherwise specified by this Agreement, the Contractor will invoice the District for the Services as soon as may be practicable in advance of each

Docusign Envelope ID: F5752351-0888-83A3-80C9-8A135B5EF2E1

month. Notwithstanding the foregoing, services that are variable in nature may be invoiced in arrears based on actual services performed. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. All invoices shall be due and payable by the District within forty-five (45) days from the date of receipt of a correctly submitted invoice or as otherwise provided by the Prompt Payment Act, Chapter 218.70, Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.

iv. Fees for the Services may be negotiated annually by the Parties. Any amendment to Service fees must comply with the amendment procedure in this Agreement.

v. In the event the District authorizes a requested change in the scope of Services, Contractor shall submit, in writing to the District, a request for a fee amendment corresponding to the change in Services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the Parties before Contractor is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

B. Services will be billed monthly pursuant to the fee schedule shown in **Exhibit B.** Additional work or services, as such terms are used in Section 5.C, will either be billed monthly at the Contractor's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Should the District desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services

Docusign Envelope ID: F5752351-0888-83A3-80C9-8A135B5EF2E1

based upon a payment amount acceptable to the Parties and agreed to in writing.

E. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within forty-five (45) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

F. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the Parties.

5. GENERAL PROVISIONS.

A. The Services provided by Contractor shall be as provided for in **Exhibit A** and as set forth in this Agreement.

B. Contractor agrees that this Agreement expressly prohibits non-compete provisions. Should the District elect to suspend any service hereunder, or terminate the Agreement in whole or part, the District shall not be prohibited from directly or indirectly employing or contracting any individual employed by the Contractor under this Agreement. Contractor may prohibit its employees from soliciting work with other competitors or vendors that are not the District in its discretion.

C. The District may elect to add additional services to this Agreement upon mutual agreement by the Parties, as confirmed in a written addendum hereto. The District may discontinue all of the Services provided for herein pursuant to the termination provisions set forth herein or discontinue the provision of a portion of the services described herein immediately for cause or upon thirty (30) days written notice without cause, specifying the department or position(s) discontinued, in the District's sole and absolute discretion. Any addendums to this agreement will not take effect unless the parties receive an opinion from bond counsel that the changes made thereby do not adversely affect the exclusion from gross income of interest on the bonds financing the managed property.

D. At all times during operation of the Facilities and Amenities, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. The needs of other properties shall not trump the responsible staffing for provision of the Services required under this Agreement. Contractor shall not utilize employees hired by Contractor to staff District Facilities and Amenities at other Contractor properties without the express approval of the District, through its District Manager. Contractor shall not use District employees, if any, District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses.

Docusign Envelope ID: F5752351-0888-83A3-80C9-8A135B5EF2E1

E. In consideration for the District's ability to elect to make any position, department or portion of this Agreement staffed by District employee(s) or an unaffiliated third-party contractor other than Contractor, Contractor shall not be entitled to any compensation in consideration for such election by the District.

F. All Contractor employees or subcontractors shall either be employees hired directly by the Contractor, or sub-contractors who are hired and compensated by the Contractor (1099 individuals).

G. Contractor is an independent contractor. Contractor shall have sole authority as an independent Contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff. Contractor shall be liable for the performance, or lack thereof, of employees of the District, of Contractor's employees and contractors, licensees, lessees and vendors that are within the Contractor's control. Contractor shall solely be responsible for oversight, control, direction and management of all personnel providing services of functions at the District and shall defend, hold the District harmless and indemnify the District against any employment or other related claims arising from the same. This provision is meant to be exhaustive such that any claims related to the provision of the Services arise, Contractor shall defend, hold the District harmless and indemnify the District and Contractor has been paid for the Services in consideration of the Services and the indemnification provisions provided for in this Agreement.

H. Contractor shall promptly respond to any and all emergencies or problems related to the Amenities and/or the Facilities and shall report to the District all known problems related to the Amenities and/or the Facilities.

I. All purchases made by any of the positions paid for pursuant to the Agreement or any Addendum will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law. The District will be responsible for all operating expenses pertaining to the day-to-day operation that will be reasonably necessary for a public purpose of the District. These will include, but not be limited to, the following: District telephone services, utilities, operating supplies, uniforms to the extent not provided for by Contractor as set forth herein, travel expenses for District employees consistent with the District's reimbursement policies, and other related expenses to District specific operations not a part of the responsibilities of Contractor. No expenditure in excess of the amount budgeted for such may be made without prior Board approval except in the event of an emergency, in which case the Contractor shall report such expenditure and the reason for the emergency expense to the District Manager as soon as possible, but in no event later than seventy-two (72) hours.

J. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be

Docusign Envelope ID: F5752351-0888-83A3-80C9-8A135B5EF2E1

paid only in accordance with receipts for such costs provided to the District by Contractor. The Contractor shall to the best of its ability, avoid paying directly for items and seeking reimbursements, as the District provides a credit card for expenditures and has several accounts open for purchases.

K. Contractor shall require all applicable registration forms and waivers to be executed by any Patrons of the District (as defined in the *Policies Regarding Use of the District*'s *Amenities*) prior to use of the Amenities and/or Facilities.

L. The Parties agree that the Amenities and Facilities shall be operated and maintained for a public purpose, and that any monies generated from the operation of the Amenities or Facilities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Facilities consistent with the terms of this Agreement. The Contractor shall operate in a way that maintains the District's tax-exempt status.

M. Contractor shall be responsible for tracking resident complaints and report to the District monthly on timeline and response to each complaint.

6. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, its Patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to diligently commence repair of any damage resulting from the Services within twenty-four (24) hours. Any such repairs caused by Contractor shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Amenities and/or the Facilities placed thereon by any governmental authority having jurisdiction. However, Contractor 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. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

8. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly and in no event more than 48 hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenities and/or the 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 Board expressly directs Contractor otherwise, in writing. The District may adopt policies requiring more stringent reporting requirements of Contractor, which later adopted policies shall control; this paragraph is intended to set forth minimum standards.

9. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice, due to Contractor's failure to perform in accordance with the terms of this Agreement or upon sixty (60) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District with or without cause. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that

Docusign Envelope ID: F5752351-0888-83A3-80C9-8A135B5EF2E1

date, subject to any offsets the District may have against Contractor. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination.

Upon termination of this Agreement, the Contractor shall also, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

A. deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the Amenities and/or the Facilities, the District operations, and such other accountings, papers, and records as the District shall request and are in the Contractor's possession or under the Contractor's reasonable direct control pertaining to the Amenities and/or Facilities;

B. vacate any portion of the Amenities and/or Facilities then accessed by the Contractor as a consequence of this Agreement; and

C. furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, the Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

10. INSURANCE.

A. Contractor shall maintain throughout the term of this Agreement, at a minimum, the following insurance, the certificates are attached as **Exhibit D**:

i. Workers Compensation - statutory limits

ii. General liability insurance with the following limits:

$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations
$1,000,000	Personal & Advertising Injury
$1,000,000	Each Occurrence

iii. Comprehensive automobile liability insurance for all vehicles used by the Contractor or General Manager with respect to the operation of the Facilities whether non-owned or hired, with a combined single limit of $1,000,000.

iv. Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of $1,000,000.

B. Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its Board members, the District Manager, District Counsel, and District Engineer, officers, supervisors and employees shall be listed as additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be

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canceled during the term of this Agreement.

11. INDEMNIFICATION.

A. Contractor Indemnification. The Contractor agrees to defend, indemnify, and hold harmless the District and its officers, supervisors, staff agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

B. District Indemnification. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Contractor, the District agrees to indemnify, defend, and hold harmless the Contractor and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Contractor may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Contractor may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement. In addition to any other conditions and/or limitations set forth herein, the District shall be obligated to indemnify Contractor only if such indemnification obligation is covered by the District's insurance.

C. Obligations under this section 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, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

D. For purposes of this Section, "acts or omissions" on the part of Contractor's officers, directors, agents, assigns, invitees, contractors, subcontractors or employees includes, but is not limited to, the operation and management of the Amenities and Amenity Center in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction

Docusign Envelope ID: F5752351-0888-83A3-80C9-8A135B5EF2E1

over the operation and management of the Amenities and Amenity Center, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit, license, certification, consent, or other approval.

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 11 shall survive the termination or expiration of this Agreement.

12. 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.

13. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings. The provisions of this Section 13 shall survive termination of this Agreement.

14. 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.

15. 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.

16. 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.

17. NOTICES. All notices, requests, consents, and other communications under this Agreement ("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 District:** Grand Oaks Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager, Matt Biagetti
MBiagetti@gmsnf.com

With a copy to: Kutak Rock LLP

Docusign Envelope ID: F5752351-0888-83A3-80C9-8A135B5EF2E1

107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
Wesley Haber
Wesley.Haber@kutakrock.com

B. **If to the Contractor:** Community Association And Lifestyle Management III, LLC
393 Palm Coast Parkway SW, Suite 4,
Palm Coast, FL 32137
Attn: President, Darrin Mossing
DMossing@gmstnn.com

With a copy to: Community Association And Lifestyle Management III, LLC
393 Palm Coast Parkway SW, Suite 4,
Palm Coast, FL 32137
Attn: Chief Operating Officer, Keith Nelson
KNelson@calmfla.com

And: Community Association And Lifestyle Management III, LLC
393 Palm Coast Parkway SW, Suite 4,
Palm Coast, FL 32137
Attn: Vice President, Alison Mossing
AMossing@gmstnn.com

And: Community Association And Lifestyle Management III, LLC
699 North Federal Highway, Suite 300
Fort Lauderdale, FL 33304
Attn: Kurt Zimmerman, Registered Agent
Kurt@zimmermanlaw.com

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 Contractor may deliver Notice on behalf of the District and Contractor. 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.

18. 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,

Docusign Envelope ID: F5752351-0888-83A3-80C9-8A135B5EF2E1

covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

19. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

20. 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.

21. EFFECTIVE DATE. This Agreement shall be effective as of the Effective Date and extend through September 30, 2027.

22. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Governmental Management Services, L.L.C.** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor 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 Contractor 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 Contractor'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 Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, INFO@GMSNF.COM WITH A COPY TO MBIAGETTI@GMSNF.COM, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

23. 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

Docusign Envelope ID: F5752351-0888-83A3-80C9-8A135B5EF2E1

Agreement or any part of this Agreement not held to be invalid or unenforceable.

24. 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.

25. 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.

26. 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.

27. 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.

28. COMPLIANCE WITH E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor 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 and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

29. Term. The term of this Agreement shall be from the Execution Date, through September 30, 2027, unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for additional one-year terms, unless terminated pursuant to its terms. The Contractor acknowledges that the prices of this Agreement are firm, and that the Contractor may change the prices only with the District's written consent, as evidenced by a vote of the District's Board of Supervisors. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

30. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. If applicable, the Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any

Docusign Envelope ID: F5752351-0888-83A3-80C9-8A135B5EF2E1

investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes.*

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

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

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

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

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

32. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, attached hereto as **Exhibit E** and incorporated herein, in compliance with section 787.06(14), *Florida Statutes*.

[SIGNATURE PAGE FOLLOWS]

Docusign Envelope ID: F5752351-0888-83A3-80C9-8A135B5EF2E1

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

GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT

By: DocuSigned by: Justin Dudley 9C25053C157D41A...

Print: Justin Dudley

Its: Chair

Chairperson/Vice Chairperson, Board of Supervisors

COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT III, LLC

By: DocuSigned by: Darrin Mossing 3CA8CBD20A734F6...

Print: Darrin Mossing

Its: President

Exhibit A: Scope of Services
Exhibit B: Fee Schedule
Exhibit C: Proposal
Exhibit D: Certificates Of Insurance
Exhibit E: Anti-Human Trafficking Affidavit

Docusign Envelope ID: F5752351-0888-83A3-80C9-8A135B5EF2E1

ACKNOWLEDGEMENT OF CESSATION OF AMENITY MANAGEMENT, FIELD OPERATIONS MANAGEMENT, FACILITY ATTENDANT, AND FACILITY MAINTENANCE SERVICES

Date: September 9th, 2026

To: Grand Oaks Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: Chairperson, Board of Supervisors

Re: Acknowledgement of Cessation of Amenity Management, Field Operations Management, Facility Attendant, and Facility Maintenance Services

Governmental Management Services, L.L.C. ("GMS-NF") provides District Management Services to Grand Oaks Community Development District (the "District") under the Agreement for District Management Services between the District and GMS-NF, effective January 1, 2025 (the "Agreement"). Amenity Management, Field Operations Management, Facility Attendant, and Facility Maintenance services have been provided as part of the Services described in the Agreement's Exhibit A and Exhibit B.

GMS-NF hereby acknowledges that these Amenity Management, Field Operations Management, Facility Attendant, and Facility Maintenance services will cease effective September 30, 2026. Effective October 1, 2026, these services will be provided to the District by Community Association and Lifestyle Management III, LLC ("CALM III") under a separate agreement between the District and CALM III.

District Management Services will continue to be provided by GMS-NF without interruption under the Agreement. Fees for District Management Services for Fiscal Year 2027 and thereafter will be reflected in the District's adopted Annual Budget in accordance with Section 3 of the Agreement.

Approved:

GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
By: Justin Dudley
9C25053C157D41A...
Print: Justin Dudley
Its: Chairperson/Vice Chairperson, Board of Supervisors

Acknowledged:

GOVERNMENTAL MANAGEMENT SERVICES, L.L.C.

DocuSigned by:
By: Darrin Mossing
3CA8CBD20A734F6...
Print: Darrin Mossing
Its: President

Docusign Envelope ID: F5752351-0888-83A3-80C9-8A135B5EF2E1

Exhibit A
Scope of Services

STANDARD ON-GOING SERVICES ("SERVICES"): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the Amenity Center management.

Description of Services
Facility Management: Services provided full-time and on-site in the Amenity Center. • Greet residents entering the Amenity Center and address questions/concerns in a professional manner • Must be familiar with and enforce Amenity Center rules and policies, including age verification for gym and pool usage • Issue access cards to eligible residents after providing address verification and photo ID • Manage the facility rental process by handling resident inquiries, maintaining schedule and collecting deposit and rental payment • Communicate updates to residents via email blast and bulletin boards • Conduct hourly rounds of the Amenity Center and pool deck to monitor usage, cleanliness and report any issues to the District Manager • Plan and execute special events • Check pool chemicals daily and add to pool maintenance log • Coordinate and meet vendors on site for services • Manage, train and schedule Facility Attendants • Attend monthly Board of Supervisors meetings and prepare Operations Reports for the agenda • Various other tasks assigned by management.
Field Operations Management: Services provided to include: • Provide oversight of the landscape maintenance contractor • Provide oversight of the lake maintenance contractor • Provide oversight of all other maintenance contractors such as security, outside pest control, tree services, sidewalk repairs, road maintenance, FPL, site inspections, etc.

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Description of Services
• Periodically inspect lakes, and structures for needed maintenance, issues, and repairs. • Conduct onsite meetings with CDD service providers. • Monitor all CDD field-related utility accounts. • Provide Operations Memorandum for field-related activity to Board of Supervisors monthly agenda package one week before scheduled CDD meeting. • Attend all District Board of Supervisor meetings with representation of CDD management activities. • Receive and respond to resident emails, and phone calls about CDD property-related issues. • Prepare an Emergency Action Plan for significant weather events. • Oversee & assist maintenance personnel with CDD projects on site • Provide oversight, proposals if needed of future capital projects. • Maintain all the entry monuments and CDD signage, including outside contracting for repairs and pressure-washing as needed. • Inspect & maintain all sunshade structures & sails, including outside contracting for repairs & pressure washing as needed. • Perform lighting inspections for all district-owned interior and exterior lighting. • Monitor all gates and doors for proper operating conditions. • Monitor the pool decks, and outdoor pool furniture, obtain proposals for services and repair as needed. • Maintain an aesthetically pleasing CDD community as possible within budget & approvals.
Facility Attendants: • Greet residents entering the Amenity Center and address questions/concerns in a professional manner • Must be familiar with and enforce Amenity Center rules and policies, including age verification for gym and pool usage • Conduct hourly rounds of the Amenity Center and pool deck to monitor usage, cleanliness, and report any issues to the Field Operations Manager and/or District Manager • Assist with the facility rental process by handling resident inquiries, maintaining schedule, and collecting deposit and rental payment • Check pool chemicals daily and add to pool maintenance log • Various other tasks assigned by management • Facility Attendants will be scheduled as needed for special events, PTO coverage, and weekend staffing Memorial Day - Labor Day

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Description of Services
Facility Maintenance: • Provide general maintenance and minor repair services for the Amenity Center, common areas, and other District-owned facilities • Coordinate small to medium-sized maintenance requests through the District Manager and/or Field Operations Manager, at the direction of the Board of Supervisors • Pick up debris and perform routine upkeep throughout District grounds, walkways, and common areas • Replace trash can liners as needed throughout the District • Perform other maintenance tasks as assigned by the Facility Manager and/or Field Operations Manager • Pressure washing services provided based upon a separate proposal
General Provisions: • Contractor shall provide, at no charge to the District, company uniforms to all personnel providing these services. • Costs incurred by Contractor due to maintenance-related requests, emergencies or unscheduled visits (i.e. vandalism, acts of God, etc.) shall be invoiced at the approved hourly rate, plus any materials, and travel reimbursement. Minimum of one (1) hour charge. • Reasonable reimbursement for the expense of copies, office supplies, travel, etc. • All supplies and materials needed for maintenance within the District shall be paid for by the District.

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Exhibit B
Fee Schedule

STANDARD ON-GOING SERVICES ("SERVICES"): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the Amenity Center management.

1. **FACILITY MANAGEMENT SERVICES:**

Service Descriptions & Fee Schedule *	Fiscal Year 2027 Fees
Facility Management: • The Facility Manager is an onsite full-time position. • Annual Fee paid in equal monthly payments.	**$90,100**
Field Operations Management: • The Field Operations Manager is an onsite part-time position. • Monthly On-Site Inspections and Vendor Coordination. • Annual Fee paid in equal monthly payments.	**$49,760**
Facility Assistant: • The Facility Assistant service is an onsite part-time position provided on an as-needed and as-scheduled basis. • Services shall be billed at an hourly rate, invoiced in arrears based on actual hours worked.	**$15,000**
Facility Maintenance and Repair Services: • CALM III has a comprehensive on-site and insured maintenance service for small to medium size projects which can be provided at the direction of the District Board of Supervisors and/or the District Manager. o General maintenance services are invoiced at $45.00 / Hour o Pressure washing services are invoiced at $55.00 / Hour	**Standard Hourly Rates Plus Reimbursable Expenses**

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Service Descriptions & Fee Schedule *	Fiscal Year 2027 Fees
Out of Pocket Reimbursable Expenses: • Reimbursable expenses to be itemized on invoicing each month.	**At CALM III Standard Rate or Cost**
Additional Services: • All other requested items not specifically denoted in **Exhibit "A"** or **Exhibit "B"** will be subject to either a flat rate proposal or an hourly rate proposal to the District.	**To Be Negotiated**
*** Fiscal Year Calendar:** • Fiscal Year 2027 represents dates between October 1st, 2026 to September 30th, 2027. • Services that begin after the first day of a month will be invoiced on a prorated basis for that month, based on the actual start date.	

2. ADDITIONAL SERVICES:

All other requested items not specifically denoted in **Exhibit A** or **Exhibit B** will be subject to either a flat rate proposal or an hourly rate proposal to the District.

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Exhibit C
Proposal

September 9th, 2026

Matthew Biagetti, District Manager
Grand Oaks Community Development District
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092

Re: FY2027 Facility Management, Field Operations Management, Facility Attendants, and Facility Maintenance Services

Dear Sarah:

Please consider this proposal for Community Association and Lifestyle Management III, LLC to provide the following services for the Grand Oaks Community Development District starting 10/01/2026:

Services	FY2026 Budget	FY2026 Fees	FY2027 Proposed Fees
Facility Management	$85,000	$85,000	$90,100
Field Operations Management	$46,943	$46,943	$49,760
Facility Attendants	$15,000	$15,000	$15,000
Facility Maintenance		$40/Hour	$45/Hour

The proposed fees for Facility Management, Field Operations Management, Facility Attendants, and Facility Maintenance reflect a cost-of-living increase. The ownership and management at CALM III would like to thank the Board of Supervisors in advance for your consideration of our request to help offset the continued rise in the cost of operating your facility. If you have any questions or comments, please feel free to call me.

Sincerely,

/s/ Alison Mossing

Alison Mossing
Vice President, Amenity Management Services

COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT III, LLC
393 Palm Coast Parkway Southwest, Suite 4 · Palm Coast, FL 32137 · (813) 344-4844 · Facsimile (954) 721-9202
https://calmfla.com/

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CALM

Exhibit A
Scope of Services

Amenity Manager

- Greet residents entering the Amenity Center and address questions/concerns in a professional manner
- Must be familiar with and enforce Amenity Center rules and policies, including age verification for gym and pool usage
- Issue access cards to eligible residents after providing address verification and photo ID
- Manage the facility rental process by handling resident inquiries, maintaining schedule, and collecting deposit and rental payment
- Communicate updates to residents via email blast and bulletin boards
- Conduct hourly rounds of the Amenity Center and pool deck to monitor usage, cleanliness, and report any issues to the District Manager
- Plan and execute special events
- Check pool chemicals daily and add to pool maintenance log
- Coordinate and meet vendors on site for services
- Manage, train, and schedule Facility Attendants
- Attend monthly Board of Supervisors meetings and prepare Operations Reports for the agenda
- Various other tasks assigned by management

Field Operations Management

- Provide oversight of the landscape maintenance contractor
- Provide oversight of the lake maintenance contractor
- Provide oversight of all other maintenance contractors such as security, outside pest control, tree services, sidewalk repairs, road maintenance, FPL, site inspections, etc.
- Periodically inspect lakes and structures for needed maintenance, issues, and repairs.
- Conduct onsite meetings with CDD service providers.
- Monitor all CDD field-related utility accounts.
- Provide an Operations Memorandum for field-related activity to the Board of Supervisors monthly agenda package one week before scheduled CDD meeting.
- Attend all District Board of Supervisors meetings with representation of CDD management activities.
- Receive and respond to resident emails and phone calls about CDD property-related issues.
- Prepare an Emergency Action Plan for significant weather events.
- Oversee & assist maintenance personnel with CDD projects on site
- Provide oversight and proposals, if needed, for future capital projects.
- Maintain all the entry monuments and CDD signage, including outside contracting for repairs and pressure-washing as needed.
- Inspect & maintain all sunshade structures & sails, including outside contracting for repairs & pressure washing as needed.
- Perform lighting inspections for all district-owned interior and exterior lighting.
- Monitor all gates and doors for proper operating conditions.

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- Monitor the pool decks and outdoor pool furniture, obtain proposals for services and repairs as needed.
- Maintain an aesthetically pleasing CDD community as possible within budget & approvals.

Facility Attendants

- Greet residents entering the Amenity Center and address questions/concerns in a professional manner
- Must be familiar with and enforce Amenity Center rules and policies, including age verification for gym and pool usage
- Conduct hourly rounds of the Amenity Center and pool deck to monitor usage, cleanliness, and report any issues to the Field Operations Manager and/or District Manager
- Assist with the facility rental process by handling resident inquiries, maintaining schedule, and collecting deposit and rental payment
- Check pool chemicals daily and add to pool maintenance log
- Various other tasks assigned by management
- Facility Attendants will be scheduled as needed for special events, PTO coverage, and weekend staffing Memorial Day – Labor Day

Facility Maintenance:

- Provide general maintenance and minor repair services for the Amenity Center, common areas, and other District-owned facilities
- Coordinate small to medium-sized maintenance requests through the District Manager and/or Field Operations Manager, at the direction of the Board of Supervisors
- Pick up debris and perform routine upkeep throughout District grounds, walkways, and common areas
- Replace trash can liners as needed throughout the District
- Perform other maintenance tasks as assigned by the Property Manager and/or Field Operations Manager

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Exhibit D

Certificates of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 413 S Northshore Dr Ste E Knoxville TN 37919-7567	**CONTACT NAME:** Kathy Wilson **PHONE (A/C, No, Ext):** 865-588-7200 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED COMMASS-06 Community Association and Lifestyle Mangement III, LLC 393 Palm Coast Parkway SW Suite 4 Palm Coast FL 32137	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Houston Specialty Insurance Co — 12936 **INSURER B :** SKYWARD SPECIALY INSURANCE GRO **INSURER C :** ACCIDENT FUND INSURANCE COMPAN — 10166 **INSURER D :** Berkley Regional Insurance Com — 29580 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1942189423 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			ESBHSGL000262500	2/23/2026	2/23/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			ESB-HS-UCX-0003288-00	7/30/2026	2/23/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCP100150699	8/3/2026	8/3/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Crime			BMP-1194668-00	8/1/2026	8/1/2027	Limit Deductible	500,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Grand Oaks Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff, and representatives is included as an additional insured on the General Liability policy with respect to the liability resulting from the operations of the Named Insured as required by written contract. General Liability coverage provided is primary and non-contributory with respect to any similar insurance held by the additional insured as required by written contract. Waiver of Subrogation is in place in favor of Certificate Holder for General Liability and Workers Compensation as required by written contract. 30 day Notice of Cancellation, except 10 days for non-payment, applies to certificate holder under General Liability and Workers Compensation per policy provisions. Umbrella follows General Liability form.

CERTIFICATE HOLDER	**CANCELLATION**
Grand Oaks Community Development District 393 Palm Coast Parkway SW Suite 4 Palm Coast FL 32137	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** PETER J. KRAMER

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/24/2026

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PRODUCER

Edie Williams State Farm
330 A1A N Suite 324
Ponte Vedra Beach, FL 32082

CONTACT NAME: Stephanie Marciani
PHONE (A/C, No, Ext): 904-425-4054 FAX (A/C, No): 904-425-4046
E-MAIL ADDRESS: Stephanie@EdieWilliams.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Community Association and Lifestyle Management III, LLC
1001 Bradford Way
Kingston, TN 37763

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	X	X	P29 3749-A15-59A	07/15/2026	01/15/2027	BODILY INJURY (Per accident)	$ 1,000,000
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT, its officers, supervisors, agents, managers, counsel, engineers, staff, and representatives is Additional Insured with regard to Auto Liability.
The insurance is Primary and Non-Contributory with respects to claims arising out of the operation of the described vehicle.
Waiver of Subrogation under the Liability Coverage and Property Damage Coverage.
If Liability Coverage or Property Damage Liability Coverage is changed or terminated as to the interest of the Additional Insured, we will provide the Additional Insured 30 days notice of such change or termination unless another number of days notice is shown on the Declarations Page

CERTIFICATE HOLDER

GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT
393 Palm Coast Parkway SW, Suite 4
Palm Coast, FL 32137

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephanie Marciani

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/24/2026

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PRODUCER	CONTACT NAME: Vicky Zelen
Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220	PHONE (A/C, No, Ext): (904) 262-8080 FAX (A/C, No): (904) 262-1444 E-MAIL ADDRESS: vicky@zelenrisk.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Bridgefield Casualty Insurance Company
INSURED Community Association and Lifestyle Management III, 1001 Bradford Way Kingston TN 37763	INSURER B : Great American Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		196-23349	03/01/2026	10/16/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Employment Practices Liability			EPLE937229	03/10/2026	03/10/2027	Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Grand Oaks CDD 393 Palm Coast Pkwy SW Ste 4 Palm Coast, FL 32137	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Vicky M. Zelen <LFU>

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Exhibit E:
Anti-Human Trafficking Affidavit

Anti-Human Trafficking Affidavit

I, Kelly Adams as Director of HR, on behalf of Community Association and Lifestyle Management III, LLC. (the "Contractor"), under penalty of perjury, hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
   (a) Using or threatening to use physical force against any person;
   (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
   (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
   (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
   (e) Causing or threatening to cause financial harm to any person;
   (f) Enticing or luring any person by fraud or deceit; or
   (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Dated: March 17, 2026.

FURTHER AFFIANT SAYETH NAUGHT.

Contractor:

COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT III, LLC.

By: Kelly Adams

Name: Kelly Adams

Title: Director of HR

STATE OF TENNESSEE
COUNTY OF ROANE

SWORN TO AND SUBSCRIBED before me ☑ physical presence or ☐ remote notarization by Madison Oran, as HR Assistant, of Community Association and Lifestyle Management III, LLC., who is personally known to me or who produced _____ as identification this 17 day of March, 2026.

Madison Oran
Notary Public

(Notary Seal)

MADISON ORAN
STATE OF TENNESSEE NOTARY PUBLIC
ROANE COUNTY

EIGHTH ORDER OF BUSINESS

Docusign Envelope ID: 093F7EC9-3AF2-803E-80C6-36F51F8F97BE

INDEPENDENT CONTRACTOR AGREEMENT REGARDING FITNESS INSTRUCTION BETWEEN GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT AND NINA FLORES

THIS AGREEMENT is made and entered into as of this 13th day of October, 2026, by and between the **GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District") and **NINA FLORES** whose business address is 341 Ash Breeze Cove, St. Augustine, Florida 32095 ("Contractor").

RECITALS

WHEREAS, the District has constructed certain recreational improvements including an Amenity Center ("Facilities"); and

WHEREAS, the District desires to enter into an agreement with Contractor to provide for certain fitness instruction services ("Services") at the Facilities; and

WHEREAS, Contractor has agreed to comply with the District's *Grand Oaks Community Development District Amenity Policies and Rates*, as may be amended from time-to-time ("Rules") in connection with providing the Services at the Facilities; and

WHEREAS, Contractor is licensed and/or certified to provide the Services and desires to enter into an agreement with the District to do so in accordance with the terms and specifications in this Agreement; and

WHEREAS, the District and Contractor desire to contract and memorialize their understandings and covenants regarding the services the Contractor will provide the District; and

WHEREAS, the District does not warrant that the Facilities are suitable or fit for purposes requested by Contractor but Contractor does believe them to be fit and suitable and Contractor does acknowledge that the District provides no warranties whatsoever.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the District and Contractor hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. Duties. The duties, obligations, and responsibilities of the Contractor include but are not limited to the Services at the District's Facilities. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are performed. Contractor agrees it possesses all necessary licenses, permits and other authority to provide such services. Contractor agrees to require all individuals who participate in Contractor's class to execute the waiver and release attached hereto as **Exhibit B** ("Waivers") and provide copies of all executed Waivers to the District Manager.

3. Scheduling. Contractor shall coordinate services directly with the District Manager or his/her on-site management designee. This Agreement does not grant Contractor exclusive use of the facilities or any part thereof. Contractor shall schedule the Services in advance pursuant to the means and methods set forth by the District Manager and his/her on-site management designee, who shall have final and absolute discretion with respect to matters related to scheduling. At the time of execution of this Agreement, Contractor shall provide the Services as identified and attached hereto as **Exhibit A**. Any changes to this schedule, including the provision of additional classes, shall be approved in accordance with this paragraph.

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4. Compensation. Contractor shall be entitled to charge fees subject to the amount of such fees being approved by the District Manager or his/her on-site management designee, and such fees shall be collected directly by Contractor.

5. District Policies Apply. Contractor acknowledges that the Facilities are open to use by Patrons and agrees to abide at all times by the District's Rules governing the use of the Facilities and the establishment of fees and rates. Contractor acknowledges that it has received a copy of the District's Rules.

6. Use of Facilities. This Agreement grants to Contractor the right to enter the Facilities that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances, and regulations affecting the provision of the Services.

7. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

8. Term. This Agreement shall commence upon the date and time first written above and shall continue in effect until terminated by either party hereto. Notwithstanding the foregoing, the District or Contractor may terminate this Agreement for any reason whatsoever upon the giving of thirty (30) calendar days written notice to the other. The District may terminate this Agreement immediately for cause.

9. Insurance. Contractor shall at all times while performing the services contemplated by this Agreement maintain a general liability insurance policy naming the District as an additional insured and issued by an insurance carrier licensed to do business in the State of Florida in an amount of at least one million dollars ($1,000,000.00), and Contractor agrees to furnish a certificate to the District showing compliance with this section prior to the provision of services.

10. Indemnification. Contractor agrees to defend, indemnify and hold harmless the District and its respective supervisors, officers, agents, employees and contractors from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, including all employees, agents and representatives of Contractor's users of the Services or persons traveling to, from or near the site where the Services are provided, for any injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, Contractor's use of the Facilities in connection with this Agreement, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes.

11. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Matthew Biagetti ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor 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 the Contractor 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 Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor 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.

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, MBIAGETTI@GMSNF.COM.COM, OR AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

12. Recovery of Costs and Fees. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

13. Care of Property. Contractor agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any users of the Services to do the same. Contractor agrees that it shall assume responsibility for any and all damage to the District's facility as a result of Contractor's use under this Agreement which may be attributable to events other than ordinary wear and tear. In the event that any damage to the District's facility occurs, the District shall notify Contractor of such damage. Contractor agrees that the District may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's facilities, residents and landowners. Contractor agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Signed by:
Matt Biagetti
EB6F002136608403...

[Print Name of Witness]
Matt Biagetti

GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
Dustin Dudley
9C25053C157D41A...

Chairperson, Board of Supervisors

Date: 2026-10-13

NINA FLORES

_____

[Print Name of Witness]

_____

Date: _____

Docusign Envelope ID: 093F7EC9-3AF2-803E-80C6-36F51F8F97BE

EXHIBIT A

Nina Flores
341 Ash Breeze Cove
St. Augustine, FL 32095
Ph: (803) 800-4140

Zumba
Classes: Tuesday at 6:00 p.m. and Thursday at 6:30 p.m.

Duration: 45-60 Mins

Location: Amenity Center

Membership Cost: TBD

Docusign Envelope ID: 093F7EC9-3AF2-803E-80C6-36F51F8F97BE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/07/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Next Insurance US Company	16285
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Nina Nedyalkova Flores
Nina Flores
341 Ash Breeze Cv
Saint Augustine, FL 32095

COVERAGES **CERTIFICATE NUMBER:** 013443382 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXTFD9X4YY-01-GL	04/04/2026	04/04/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000.00 $100,000.00 $15,000.00 $2,000,000.00 $4,000,000.00 $4,000,000.00 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			NXTFD9X4YY-01-GL	04/04/2026	04/04/2027	Each Occurrence: Aggregate:	$2,000,000.00 $4,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Grand Oaks CDD. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Grand Oaks CDD
1055 Trumble Creek Road
St Augustine, FL 32092

LIVE CERTIFICATE
Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

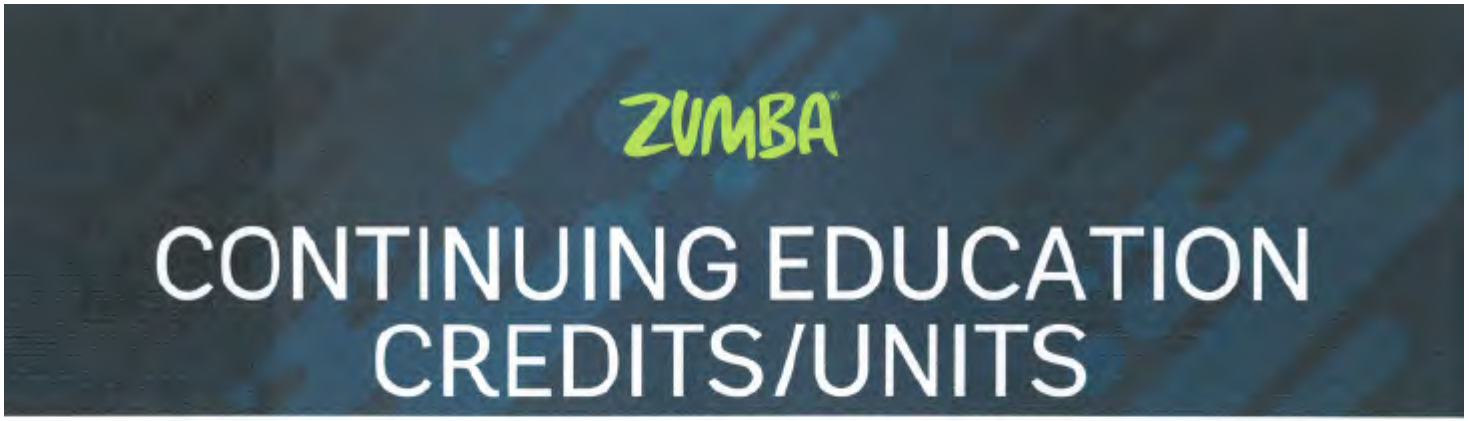
AUTHORIZED REPRESENTATIVE

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TRAINING NAME:
ZUMBA® BASIC 1

ORGANIZATION'S NAME:
ZUMBA FITNESS, LLC

For members in good standing of the American Council on Exercise (ACE); Athletics and Fitness Association of America® (AFAA); AEA; CanFitPro; CIMSPA; AUSactive; and/or REPS New Zealand, this Certificate demonstrates that the individual whose name appears on the Certificate completed the training/course identified on the Certificate and is entitled to receive the applicable number of Continuing Education Credits issued by the organization.

Zumba Fitness, LLC is recognized by each of the organizations listed above as an approved Continuing Education Provider.

AMERICAN COUNCIL ON EXERCISE® (ACE)
COURSE ID #: CA178268
CECs: 0.7

CANFITPRO™
COURSE ID #: 1070
CECs: 4

AUSACTIVE
COURSE ID #: 40645_001
CECs: 5

ATHLETICS AND FITNESS ASSOCIATION OF AMERICA® (AFAA)
PROVIDER #: 10,004
CEUs: 8

REPS NEW ZEALAND
CEUs: 5

THE AQUATIC EXERCISE ASSOCIATION® (AEA)
COURSE ID #: 2606
CECs: 4

CHARTERED INSTITUTE FOR THE MANAGEMENT OF SPORT AND PHYSICAL ACTIVITY (CIMSPA)
CPD: 8

**No refunds will be issued to the individual who completed the training/course identified on the Certificate.

"THIS COURSE HAS BEEN APPROVED BY AFAA FOR CONTINUING EDUCATION UNITS, BUT WAS NOT DEVELOPED BY AFAA. THEREFORE IT DOES NOT COUNT AS AN AFAA MANDATORY COURSE WHICH IS REQUIRED FOR CERTIFICATION."

PLEASE RETAIN THIS ORIGINAL FORM AND SUBMIT A COPY TO ACE AND/OR AFAA WITH A COMPLETED RECERTIFICATION APPLICATION.
ACE REQUIRES YOU TO KEEP THIS ORIGINAL FORM FOR A PERIOD OF FOUR YEARS.

ACE APPROVED

AFAA APPROVED PROVIDER

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EXHIBIT B

GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT
RESIDENT FACILITY USE WAIVER AND RELEASE

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS WAIVER AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.

In consideration for the ability to use the Grand Oaks Community Development District's (the "District") recreation improvements for the purpose of taking a _____ class ("Activity"), I, _____, on behalf of myself, my personal representatives, my minor children and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless, and forever discharge the District, and its present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors (including but not limited to Governmental Management Services) from any and all liability, claims, lawsuits, actions, suits, or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, expert witness fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my, my children's and my guests' use of the facilities and lands owned by the District in connection with the Activity. This shall include, but is not limited to, all claims for damage to equipment, negligence, partial or permanent disability, the provision of first aid, medical care, medical treatment, or medical decisions, and any claims for medical or hospital expenses.

I know that participating in the Activity is a potentially hazardous activity, and that I should not participate unless I am medically able to do so and properly trained. I consent to participate in the Activity and assume all risks associated with such participation including, but not limited to: falls, contact with other participants or event personnel, nonparticipants on the course, the effects of weather, course conditions, and my own physical and mental state of health. I waive any and all claims which I might have based on any of those, and other risks typically found in participating in this type of activity. I acknowledge all such risks are known and understood by me. I also acknowledge that it is my own responsibility to ensure that I am sufficiently physically fit to participate in the Activity but nevertheless agree to abide by all decisions of any official relative to my ability to safely complete the course. I certify as a material condition to my being permitted to participate that I am physically fit and sufficiently trained for participation in the Activity and that a licensed Medical Doctor has verified my physical condition.

I expressly acknowledge that I assume all risk for any and all injuries and illness that may result from my, my child's and my guests' participation in the Activity, including, but not limited to any injuries sustained by me, my children, and my guests. Without limiting the foregoing, I hereby acknowledge and agree that the District will not in any way sponsor, endorse, supervise or oversee the Activity. This Waiver and Release is binding upon me, my children, my guests, my heirs, executors, legal representatives, and successors. The provisions of this Waiver and Release will continue in full force and effect for each and every time I participate in the Activity and even after the conclusion of my use of the District's property and participation in the Activity. The provisions of this Waiver and Release may be waived, altered or amended or repealed, in whole or in part, only upon the prior written consent of the District.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further understand that nothing in this waiver and release shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes* or other statute or law. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect.

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I CERTIFY THAT I (OR A PARENT OR ADULT GUARDIAN FOR ALL CHILDREN UNDER 18 YEARS) HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT AND FURTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS AND REMEDIES. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT BY SIGNING BELOW, SUCH WAIVER AND RELEASE, INCLUDING ALL OF THE TERMS IN THE PRECEDING PARAGRAPHS, SHALL APPLY TO MY PARTICIPATION IN THE OBSTACLE COURSE EVENT.

Printed Name

Mailing Address

Telephone Number

Participant Signature

Date

Signature of Parent/Guardian
(if participant is under 18)

Date

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, please notify the District Manager.

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

NINTH ORDER OF BUSINESS

2026 Pond Inspection Report for the Grand Oaks CDD

Prepared for:

Governmental Management Services LLC
475 W. Town Place Suite 114
St. Augustine FL, 32092

St. John's County (SJC)

Initial Issue: August 31, 2026

Project # 26-157

Michael Silverstein
Director of Construction and Project Delivery
Florida DEP Stormwater Management Inspector #50969

2225 A1A S, Suite A-2, St. Augustine, Florida 32080
904-794-4231 • www.gulfstreamdesign.com
Civil Site Design • Permitting • Land Development • Consulting

Table of Contents

1.0 Introduction 3
1.1 Stormwater Management System Inspection 3
2.0 Introduction 3
2.1 Stormwater Management System Inspection 3
3.0 Introduction 4
3.1 Stormwater Management System Inspection 4

Attachments:
Inspection Report Overall
Inspection Report “Needs Action” Items Only

1.0 Grand Oaks CDD – 2026 SWMF Inspection Introduction

1.1 Stormwater Management System Inspection Introduction

An inspection of the stormwater management facilities serving the Grand Oaks Community Development District (CDD) was performed to evaluate the observable condition and general functionality of the District's stormwater management facility infrastructure. The inspection included review of stormwater management ponds, pond embankments, control structures, weirs, and associated mitered-end structures throughout the community. The inspection documentation identifies 70 individual inspection points (PINs) distributed throughout the Grand Oaks stormwater management system.

The purpose of the inspection was to identify observable conditions that could adversely affect the continued operation, accessibility, maintenance, or structural condition of the stormwater management system. Particular attention was given to evidence of erosion or embankment instability, deterioration or obstruction of drainage structures, accessibility for routine maintenance, and conditions that may warrant additional investigation.

The inspection represents a visual assessment of conditions observable at the time of the site visit. Several stormwater structures were submerged due to water levels and therefore could not be directly inspected. Additionally, a number of ponds and structures could not be accessed because of residential fencing, easement limitations, vegetation, or other physical obstructions. These limitations should be considered when evaluating the overall condition of the system.

2.0 Grand Oaks CDD – 2026 SWMF INSPECTION SUMMARY

2.1 Stormwater Management System Inspection Summary

Based upon the 2026 Pond Inspection, the Grand Oaks CDD stormwater management system generally appeared to be in serviceable condition and functioning as intended at locations where the facilities could be adequately observed. Pond embankments accessible during the inspection were generally stable, and observable drainage inlets, control structures, weirs, and associated stormwater infrastructure generally exhibited conditions consistent with continued operation.

A recurring limitation during the inspection was the submergence of numerous mitered-end structures due to existing water levels. Although the associated stormwater systems

generally appeared to be functioning, the submerged conditions prevented a complete visual assessment of the structures and associated pipe terminations. Several locations also exhibited surface depressions in the vicinity of buried stormwater piping. These conditions warrant additional evaluation to determine whether they are associated with pipe deterioration, joint separation, soil migration, or other subsurface deficiencies. Closed-circuit television (CCTV) inspection or another appropriate means of internal pipe evaluation is recommended where these conditions occur.

Pond embankments were generally observed to be stable; however, localized areas of minor benching were identified. These areas do not appear to represent widespread embankment instability based upon the conditions documented during the inspection but should continue to be monitored during future inspections for evidence of progressive erosion, settlement, or slope deterioration. The District may engage Gulfstream for a brief discussion to review the consequences of pond bank benching as well as costs associated to various repairs and mitigation methods to budget for in the future.

Access to several stormwater facilities was restricted by residential fencing, easement obstructions, vegetation, or the absence of established maintenance paths. These access limitations prevented complete inspection of certain facilities and may also restrict the District's ability to perform routine maintenance or emergency repairs. Where practical, permanent maintenance access should be established and maintained to provide reasonable access to District stormwater infrastructure.

Routine maintenance needs identified during the inspection generally consisted of vegetation management, clearing of overgrown maintenance paths, removal of trash and debris from drainage structures, maintenance of stormwater easements, and removal of vegetation or obstructions that could interfere with hydraulic performance. Isolated deficiencies associated with stormwater control structures were also identified and should be corrected to restore the structures to their intended configuration and maintain safe and reliable operation.

Overall, the inspection did not identify evidence of a widespread failure of the stormwater management system. The observed deficiencies were generally localized and can be addressed through a combination of routine maintenance, targeted repairs, additional investigation, improved maintenance access, and continued monitoring.

3.0 Grand Oaks CDD – 2026 SWMF INSPECTION SUMMARY

3.1 Stormwater Management System Inspection Summary

Based upon the conditions documented during the 2026 inspection, the Grand Oaks CDD stormwater management facilities appear to be generally serviceable, with no widespread deficiencies observed that would indicate an overall failure of the stormwater management system. The majority of accessible pond embankments appeared stable, and observable stormwater infrastructure generally appeared to be functioning in a manner consistent with its intended purpose.

The primary items requiring attention consist of localized depressions potentially associated with buried stormwater infrastructure, maintenance and accessibility limitations, vegetation and debris accumulation, minor pond-bank benching, submerged structures that could not be fully evaluated, and isolated deficiencies associated with stormwater control structures.

It is recommended that the District prioritize additional investigation of areas exhibiting potential subsurface deficiencies, complete the identified corrective maintenance and repairs, and improve or maintain access to stormwater facilities where practical. Areas that could not be fully inspected due to water levels or access restrictions should be reevaluated when conditions permit.

Following completion of the recommended maintenance and corrective measures, affected facilities should be reinspected as appropriate to document completed work and determine whether additional repairs are necessary. Continued implementation of a routine inspection and preventative maintenance program will assist the District in identifying developing deficiencies, preserving the hydraulic and structural performance of the stormwater management system, and extending the useful service life of the District's stormwater infrastructure. Please feel free to contact Gulfstream Engineering to review priority repairs as well as discuss future partnerships working with the District to inspect, budget, and maintain the District’s infrastructure.

Attachment:

Pond Inspection Report

“All Pins”

General Information

Project Name	26-157 Grand Oaks CDD		
Prepared By	Mike Silverstein		
Site Visit Start Date		**Site Visit End Date**	
Date Prepared	10/07/2026 EDT		
Weather	Raining	**Temp**	76
Site Conditions		**Date of Last Report**	N/A
Present at Site			

Site Notes

Mike Silverstein October 7, 2026 4:10 PM EDT

Typical Grand Oaks Pond Inspection Comments:
1) Clean all debris and pollution from ponds and drainage structures.
2) Mow and maintain pond access
3) CDD to determine maintenance path recovery if homeowner fencing is blocking access.

Corrected since last report

N/A

Observations

Control structure

21 At the time of inspection the outfall control structure appeared to be functioning as designed.

53 At the time of inspection the control structure appeared to be functioning as designed. It is recommended to perform annual testing to the mechanical components to this portion of the system to verify functionality, or at the manufacturers required frequency.

Drainage inlet

56 The drainage inlet appeared to be functioning as designed.

Observations *(continued)*

Mitered end structure

7 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

9 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

10 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

12 At the time of inspection the easement was blocked by a fence and the structure was not able to be inspected.

13 At the time of inspection the structure was completely submerged. The system appeared to be functioning as designed.

14 At the time of inspection the structure was completely submerged and unable to be inspected. The system appears to be functioning as designed.

15 At the time of inspection the structure was completely submerged and un able to be inspected. The system appeared to be functioning as designed.

16 At the time of inspection the structure was completely submerged and unable to be inspected. The system appeared to be functioning as designed.

20 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

37 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

38 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

39 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

40 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

41 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

Observations *(continued)*

42 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

43 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

44 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

45 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

47 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

49 At the time of inspection the mitered end structure was completely submerged and unable to be inspected. The system appeared to be functioning as designed.

51 At the time of inspection the mitered end structure was completely submerged and unable to be inspected. However, the system appeared to be functioning as designed.

55 At the time of inspection the mitered end structure appeared to be functioning as designed.

60 At the time of inspection the mitered end structure was completely submerged and was unable to be inspected. However, the system appeared to be functioning as designed.

68 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

70 At the time of inspection the mitered end structure was completely submerged and unable to be inspected. The system appeared to be functioning as designed.

Pond bank

3 At the time of inspection the pond banks appeared to be in stable condition.

6 At the time of inspection the pond banks appeared to be in stable condition.

8 At the time of inspection benching was observed. It is recommended to monitor for worsening condition.

Observations *(continued)*

11 At the time of inspection the pond banks appeared to be in stable condition.

17 At the time of inspection the pond banks appeared to be in stable condition.

18 At the time of inspection the pond banks appeared to be in stable condition.

19 At the time of inspection the pond banks appeared to be in stable condition.

35 At the time of inspection the pond banks appeared to be in stable condition.

46 At the time of inspection the pond banks appeared to be in stable condition.

50 At the time of inspection the pond banks appeared to be in stable condition.

52 At the time of inspection the pond banks appeared to be in stable condition.

58 At the time of inspection the pond banks appeared to be in stable condition.

61 At the time of inspection minor benching was observed within the pond banks. It is recommended to monitor for worsening condition.

69 At the time of inspection benching was observed within the pond banks. It is recommended to monitor for worsening condition.

Needs Action

Control structure

48 At the time of inspection the control structure was missing the lid. It is recommended to cover the structure ASAP with a temporary solution until a steel grate can be ordered and installed. The draw down orifice pipe was not found. There is a knockout opening with a corrugated flex pipe set into the opening. This corrugated pipe shall be removed and a proper draw down tee will need to be installed per plan.

62 At the time of inspection the wier seemed to be functioning as designed. It is recommended to clear the excess vegetation behind the structure to allow the system to flow freely.

Needs Action *(continued)*

Drainage inlet

63 Remove trash from system, typical.

65 At the time of inspection there was trash in the drainage inlet. It is recommended to have the trash removed. The mitered end structure was unable to be inspected due to a fence blocking the easement. Easements are meant to be free and clean of obstructions.

Mitered end structure

2 At the time of inspection the structure was completely submerged and was un able to be inspected. There is a depression in the ground that could indicate a pipe failure. It is recommended to have the pipe TV'd for further evaluation.

4 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed. Minor damage caused by maintenance vehicle, recommended to backfill, compact, and stabilize.

5 At the time of inspection the structure was completely submerged and was un able to be inspected. There is a depression in the ground that could indicate a pipe failure. It is recommended to have the pipe run TV'd.

36 At the time of inspection the mitered end structure was completely submerged and was unable to be inspected. However, there is a large depression in the ground above where the pipe should be. Further evaluation is recommended to see if the pipe is broken.

54 At the time of inspection the structure was completely submerged and was unable to be inspected. There is a depression in front of the structure, it is recommended to have the pipe run TV'd for further evaluation.

57 At the time of inspection the structure was completely submerged and was unable to be inspected. There is a depression in the bank. Further evaluation is recommended, TV the section of pipe.

64 At the time of inspection the mitered end structure was completely submerged and was unable to be inspected. However, there is a large depression in the area of the MES beginning at the fence line. Further evaluation is recommended. Having this run of pipe TV'd will help narrow into the issue. It isnt uncommon for erosion similar to this to exist near a pond bank fence line as well. The association may attempt backfilling, compacting and stabilizing the area prior to making the investment into cleaning and TV'ing the line.

65 At the time of inspection there was trash in the drainage inlet. It is recommended to have the trash removed. The mitered end structure was unable to be inspected due to a fence blocking the easement. Easements are meant to be free and clean of obstructions.

Needs Action *(continued)*

Outfall

59 At the time of inspection the maintenance trail was overgrown and there was a fence blocking the entrance as well. It is recommended to keep the maintenance easement free from overgrowth and fencing.

Pond bank

22 At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented inspection access.

23 The pond was unable to be inspected due to access.

25 At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented access.

26 The pond was unable to be inspected because of fence.

27 The pond was unable to be inspected due to access.

28 The pond was not able to be inspected due to access.

29 The pond was unable to be inspected due to access.

30 The pond was unable to be inspected due to access.

31 The pond was unable to be inspected due to access.

32 At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented access.

33 The pond was unable to be inspected due to access.

66 At the time of inspection the pond was not able to be accessed. It is recommended to cut a maintenance path and to keep it maintained for inspection and maintenance purposes. The pond banks appeared to be in stable condition from the aerial images. A drone was used to inspect the banks.

Needs Action *(continued)*

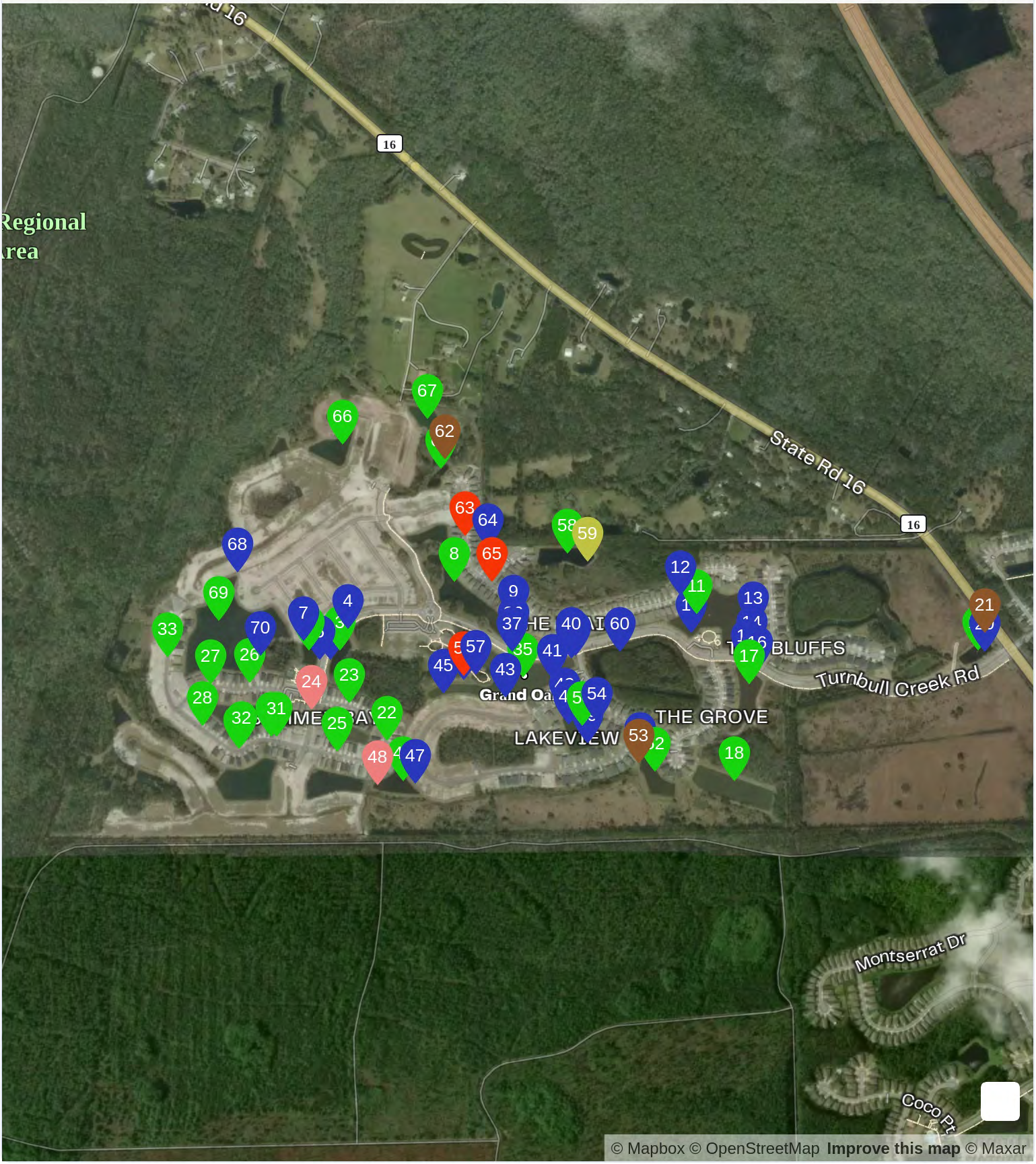
67 At the time of inspection there was no way to access the pond. A maintenance trail is recommended to be installed and maintained for inspection and maintenance purposes. From an aerial view, the pond banks appear to be in stable condition. However, the weir in the back needs to be cleared of debris and vegetation in front of the structure.

Safety

24 At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented access.

48 At the time of inspection the control structure was missing the lid. It is recommended to cover the structure ASAP with a temporary solution until a steel grate can be ordered and installed. The draw down orifice pipe was not found. There is a knockout opening with a corrugated flex pipe set into the opening. This corrugated pipe shall be removed and a proper draw down tee will need to be installed per plan.

Map Overview



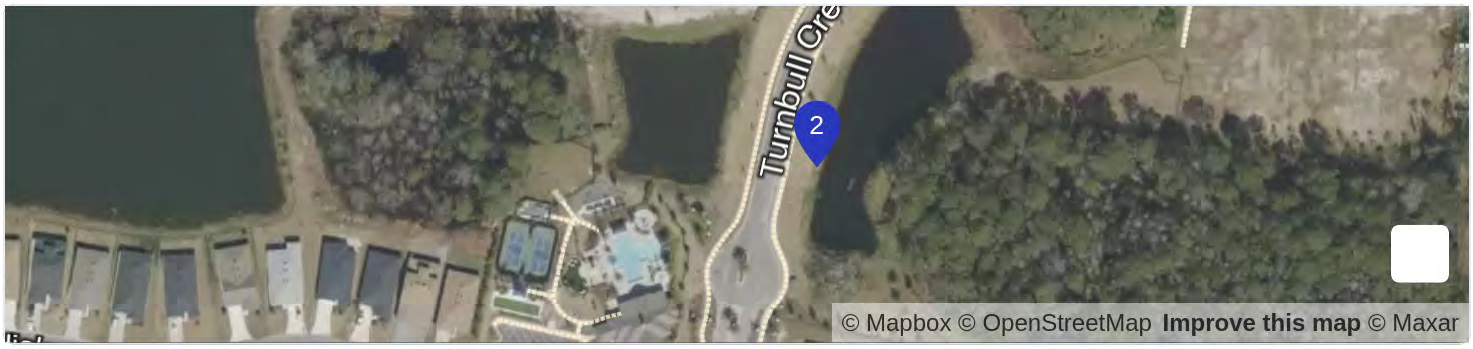
Action Items

2 **Needs Action**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 10:43 am EDT

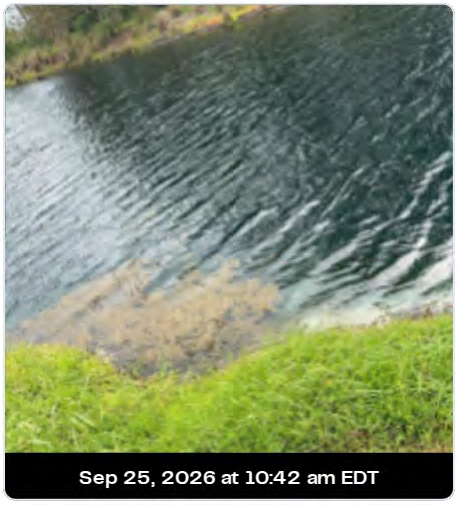
Location:



Description:

At the time of inspection the structure was completely submerged and was un able to be inspected. There is a depression in the ground that could indicate a pipe failure. It is recommended to have the pipe TV'd for further evaluation.


Sep 25, 2026 at 10:42 am EDT

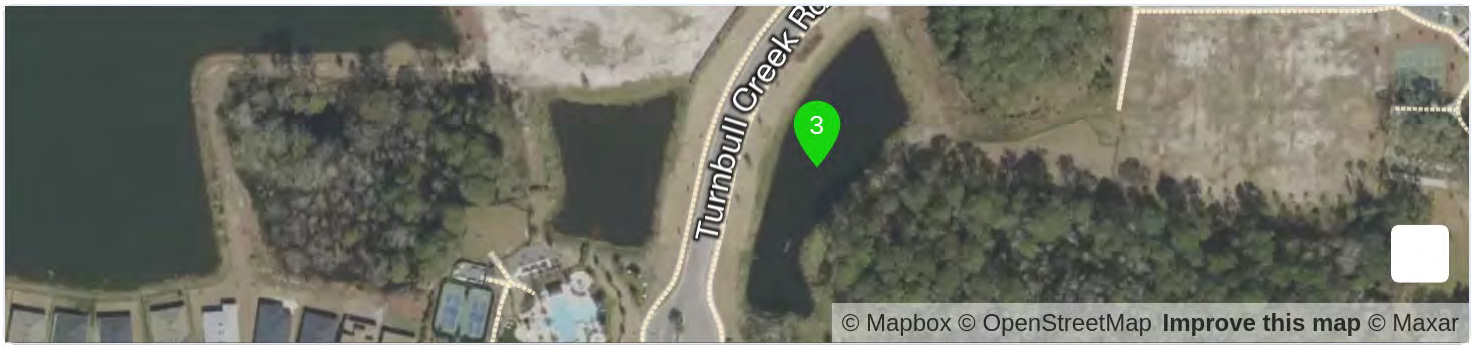

Sep 25, 2026 at 10:42 am EDT

3 **Observation**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 10:45 am EDT

Location:



Description:

At the time of inspection the pond banks appeared to be in stable condition.


Sep 25, 2026 at 10:44 am EDT


Sep 25, 2026 at 10:44 am EDT

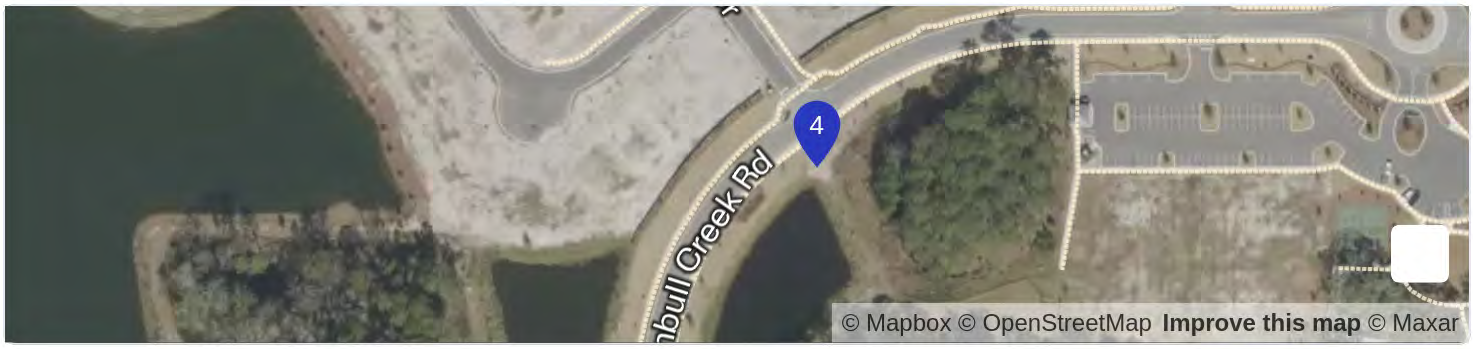

Sep 25, 2026 at 10:44 am EDT

4 **Needs Action**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 10:46 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed. Minor damage caused by maintenance vehicle, recommended to backfill, compact, and stabilize.


Sep 25, 2026 at 10:45 am EDT


Sep 25, 2026 at 10:45 am EDT

5 **Needs Action**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 10:49 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was un able to be inspected. There is a depression in the ground that could indicate a pipe failure. It is recommended to have the pipe run TV'd.


Sep 25, 2026 at 10:48 am EDT

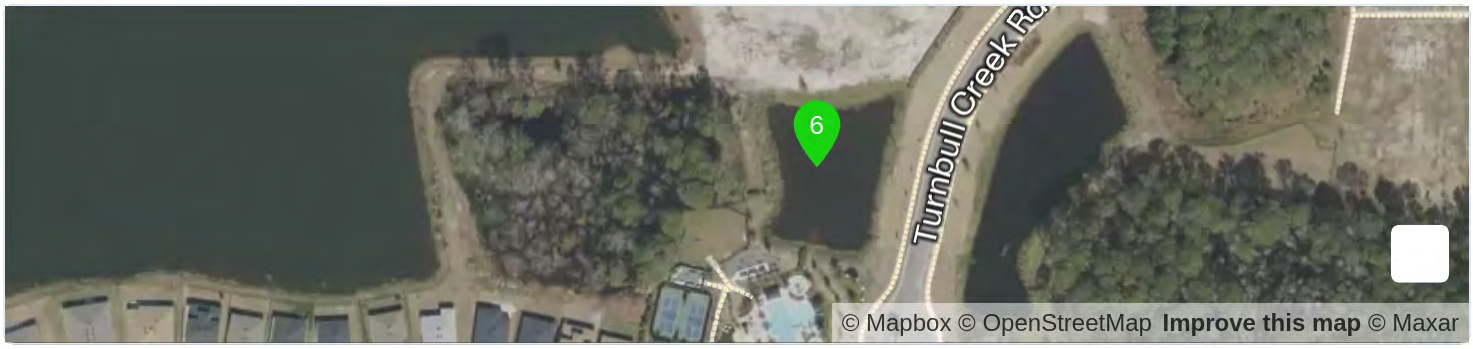

Sep 25, 2026 at 10:48 am EDT

6 **Observation**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 10:50 am EDT

Location:



Description:

At the time of inspection the pond banks appeared to be in stable condition.


Sep 25, 2026 at 10:51 am EDT


Sep 25, 2026 at 10:51 am EDT


Sep 25, 2026 at 10:49 am EDT


Sep 25, 2026 at 10:49 am EDT


Sep 25, 2026 at 10:49 am EDT

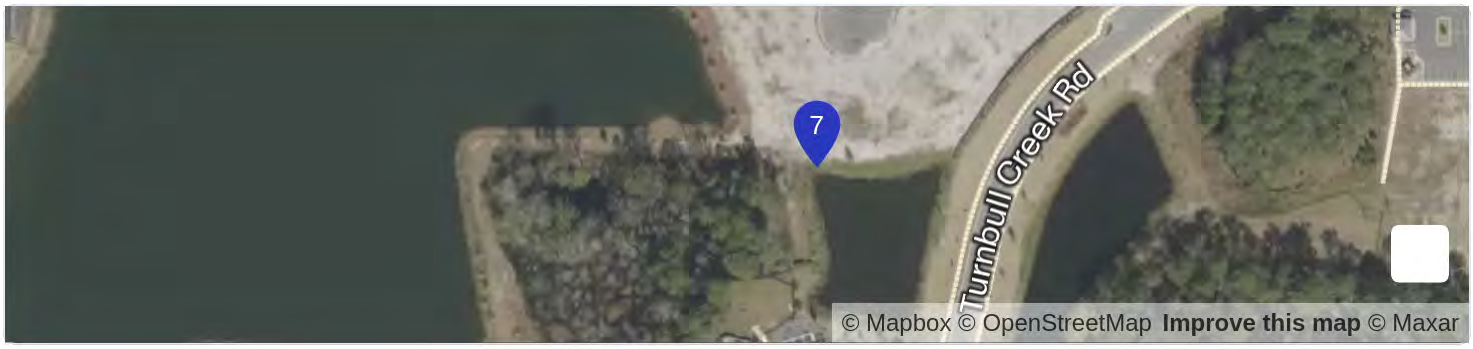

Sep 25, 2026 at 10:49 am EDT

7 **Observation**

Pin Type: General **Categories:** Mitered End Structure

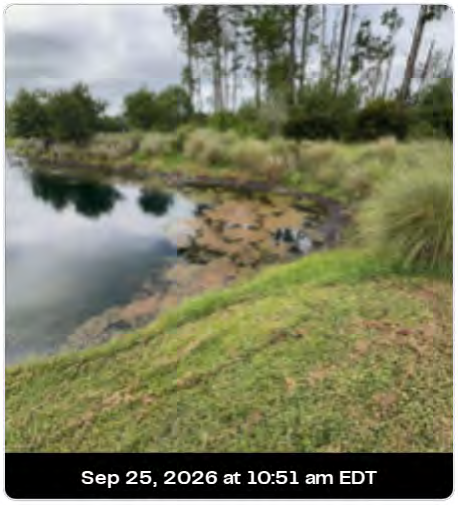
Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 10:52 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.



8 **Observation**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 11:00 am EDT

Location:



Description:

At the time of inspection benching was observed. It is recommended to monitor for worsening condition.


Sep 25, 2026 at 11:00 am EDT

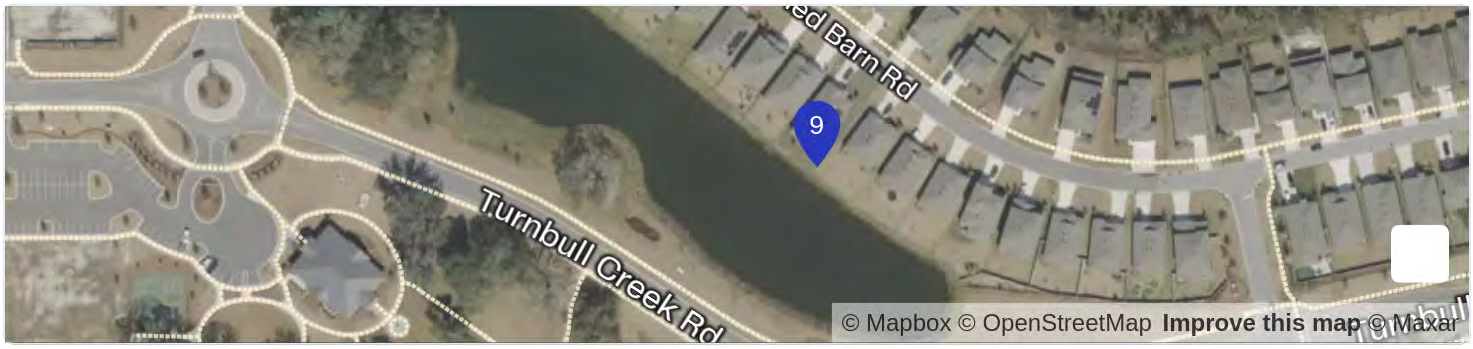

Sep 25, 2026 at 10:59 am EDT

9 **Observation**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 11:04 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.


Sep 25, 2026 at 11:03 am EDT

10 **Observation**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 11:16 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.


Sep 25, 2026 at 11:16 am EDT

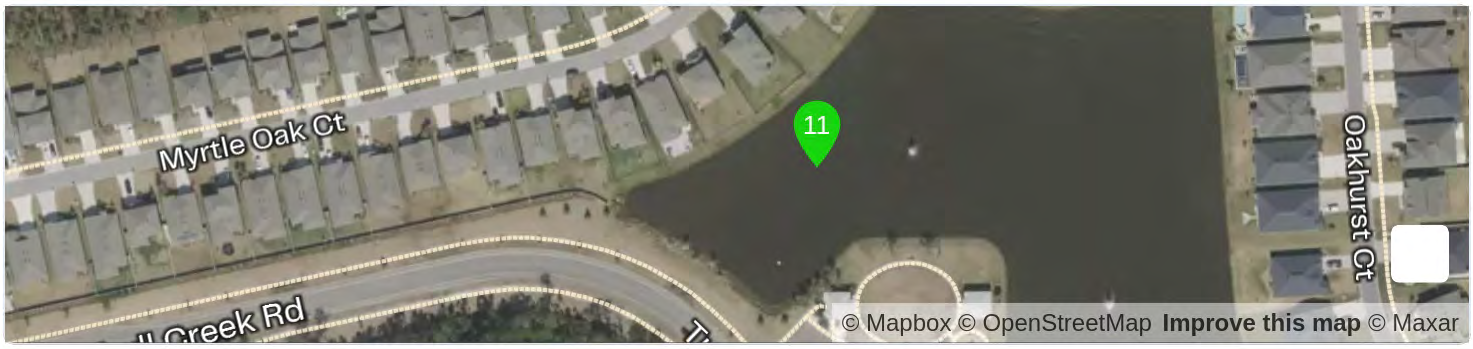

Sep 25, 2026 at 11:16 am EDT

11 **Observation**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 11:18 am EDT

Location:



Description:

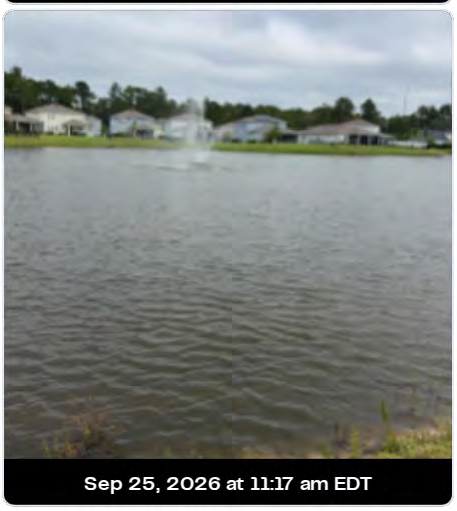
At the time of inspection the pond banks appeared to be in stable condition.

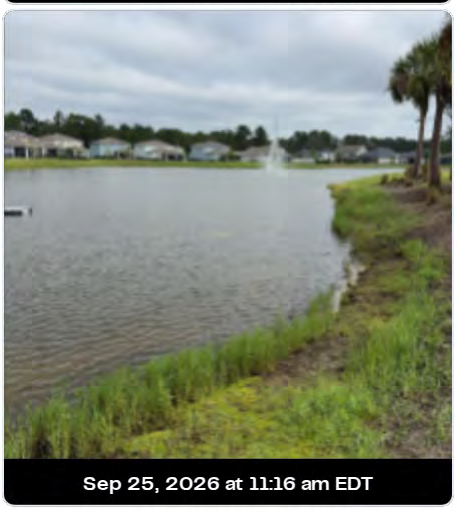

Sep 25, 2026 at 11:18 am EDT


Sep 25, 2026 at 11:18 am EDT


Sep 25, 2026 at 11:18 am EDT


Sep 25, 2026 at 11:17 am EDT


Sep 25, 2026 at 11:17 am EDT


Sep 25, 2026 at 11:16 am EDT

11 **Observation** *(continued)*

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 11:18 am EDT

Pin Type: General



Sep 25, 2026 at 11:16 am EDT

12 **Observation**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 11:23 am EDT

Location:



Description:

At the time of inspection the easement was blocked by a fence and the structure was not able to be inspected.



13 **Observation**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 11:28 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged. The system appeared to be functioning as designed.


Sep 25, 2026 at 11:27 am EDT

14 **Observation**

Pin Type: General **Categories:** Mitered End Structure

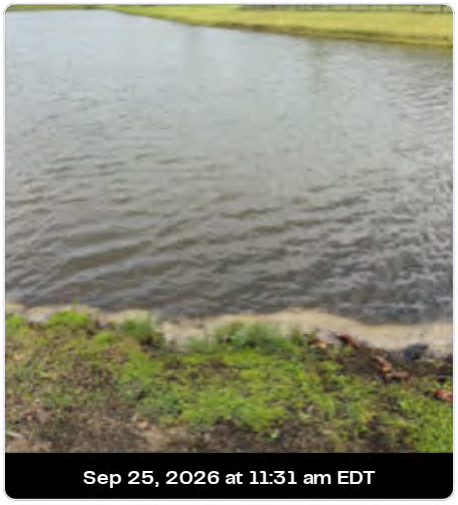
Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 11:31 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and unable to be inspected. The system appears to be functioning as designed.



15 **Observation**

Pin Type: General **Categories:** Mitered End Structure

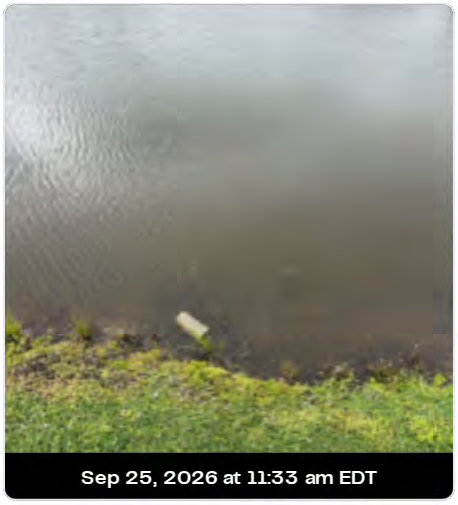
Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 11:33 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and un able to be inspected. The system appeared to be functioning as designed.



16 **Observation**

Pin Type: General **Categories:** Mitered End Structure

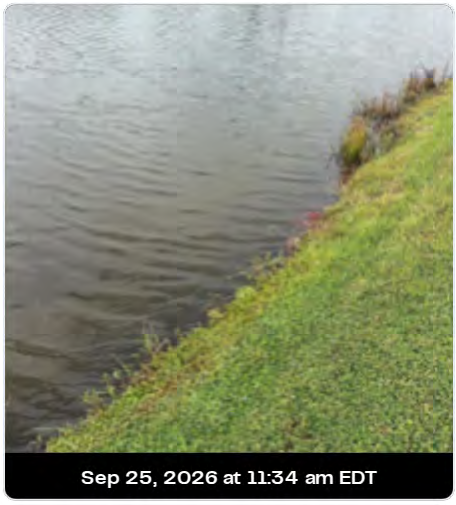
Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 11:35 am EDT

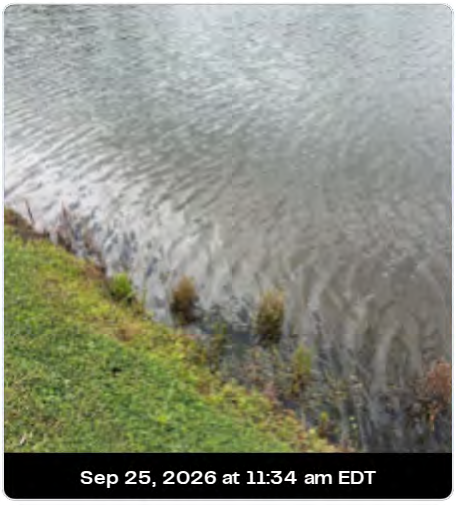
Location:

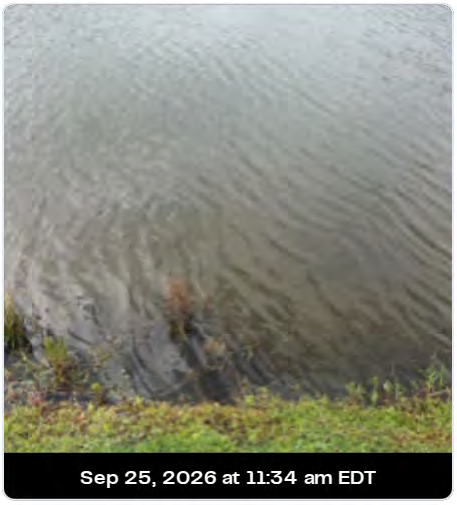


Description:

At the time of inspection the structure was completely submerged and unable to be inspected. The system appeared to be functioning as designed.


Sep 25, 2026 at 11:34 am EDT


Sep 25, 2026 at 11:34 am EDT

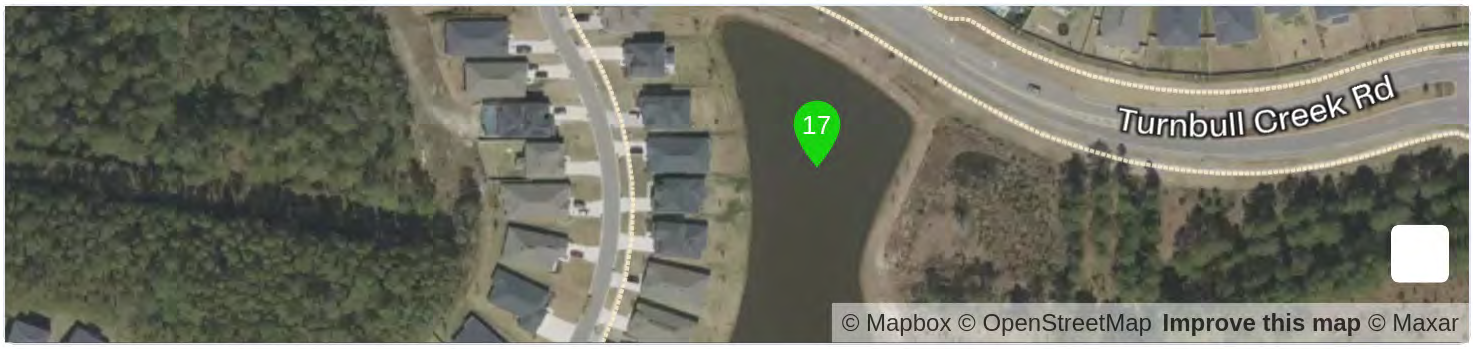

Sep 25, 2026 at 11:34 am EDT

17 **Observation**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 11:35 am EDT

Location:



Description:

At the time of inspection the pond banks appeared to be in stable condition.







18 **Observation**

Pin Type: General **Categories:** Pond Bank

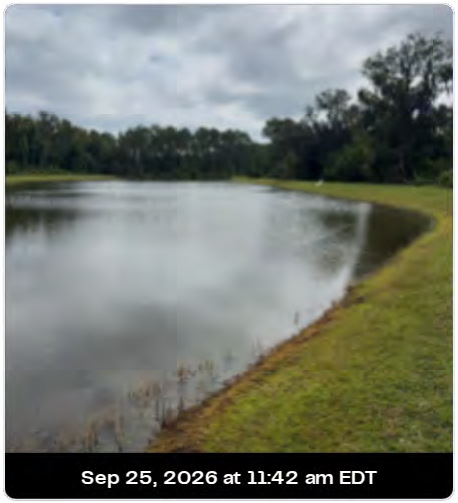
Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 11:44 am EDT

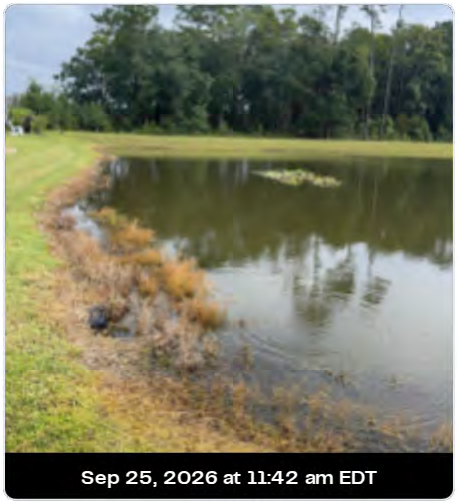
Location:



Description:

At the time of inspection the pond banks appeared to be in stable condition.


Sep 25, 2026 at 11:42 am EDT


Sep 25, 2026 at 11:42 am EDT

19 **Observation**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 12:00 pm EDT

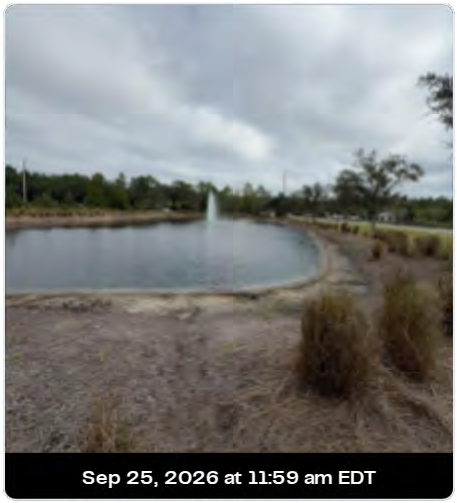
Location:



Description:

At the time of inspection the pond banks appeared to be in stable condition.


Sep 25, 2026 at 12:00 pm EDT


Sep 25, 2026 at 11:59 am EDT


Sep 25, 2026 at 11:59 am EDT

20 **Observation**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 12:01 pm EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.


Sep 25, 2026 at 12:00 pm EDT

21 **Observation**

Pin Type: General **Categories:** Control Structure

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 12:04 pm EDT

Location:



Description:

At the time of inspection the outfall control structure appeared to be functioning as designed.


Sep 25, 2026 at 12:04 pm EDT


Sep 25, 2026 at 12:03 pm EDT

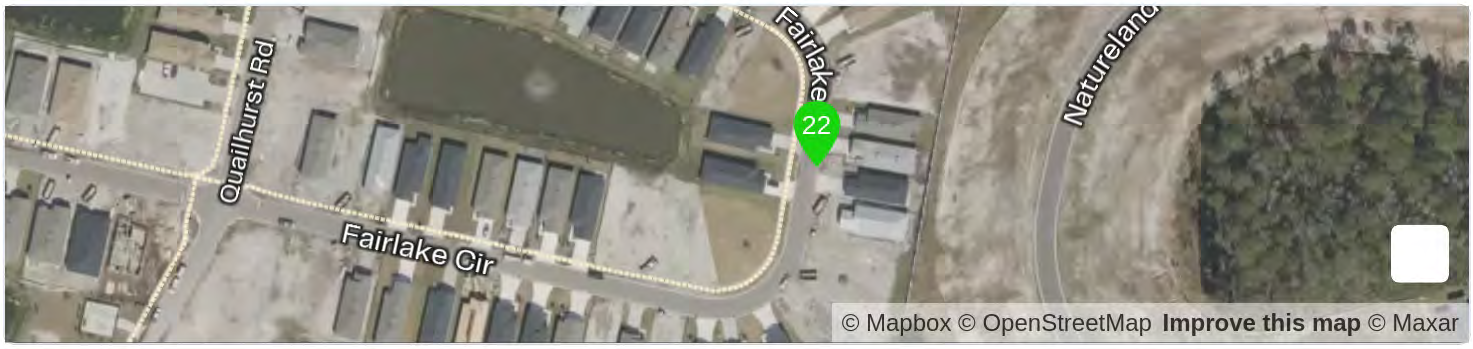

Sep 25, 2026 at 12:03 pm EDT

22 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:25 am EDT

Location:



Description:

At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented inspection access.


Sep 28, 2026 at 10:25 am EDT

23 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:27 am EDT

Location:



Description:

The pond was unable to be inspected due to access.



24 **Needs Action**

Pin Type: General **Categories:** Safety

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:28 am EDT

Location:



Description:

At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented access.


Sep 28, 2026 at 10:28 am EDT

25 **Needs Action**

Pin Type: General **Categories:** Pond Bank

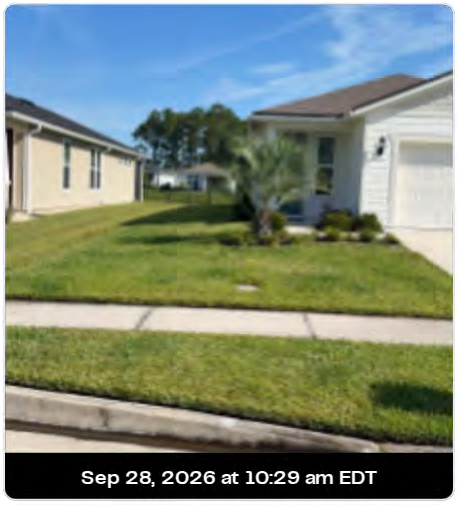
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:29 am EDT

Location:



Description:

At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented access.


Sep 28, 2026 at 10:29 am EDT

26 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:31 am EDT

Location:



Description:

The pond was unable to be inspected because of fence.

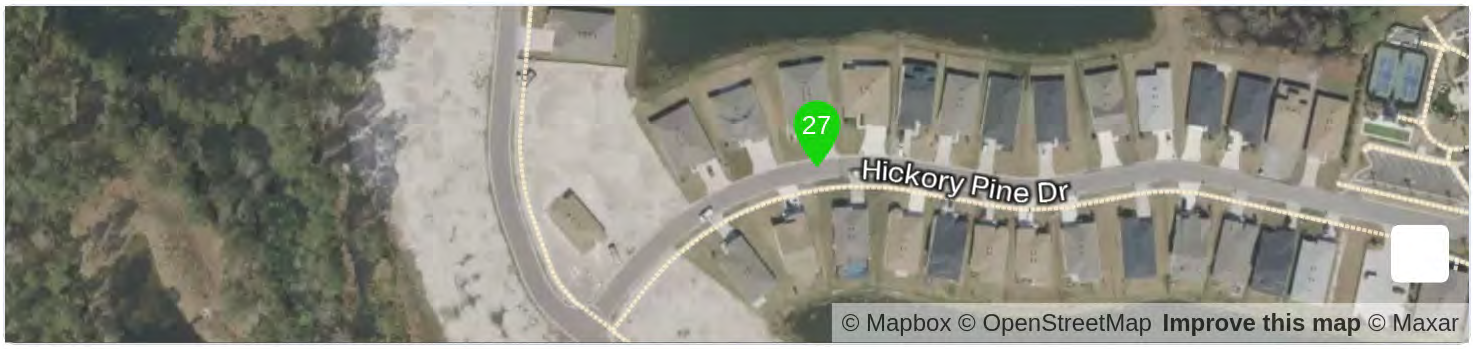


27 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:32 am EDT

Location:



Description:

The pond was unable to be inspected due to access.

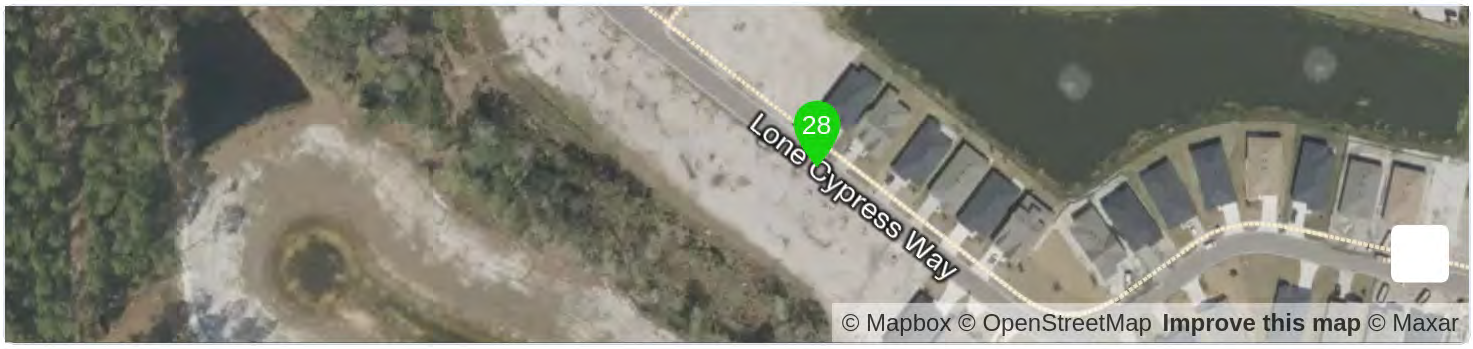


28 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:33 am EDT

Location:



Description:

The pond was not able to be inspected due to access.



29 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:34 am EDT

Location:



Description:

The pond was unable to be inspected due to access.



30 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:34 am EDT

Location:



Description:

The pond was unable to be inspected due to access.



31 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:35 am EDT

Location:



Description:

The pond was unable to be inspected due to access.



32 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:36 am EDT

Location:



Description:

At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented access.



33 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:38 am EDT

Location:



Description:

The pond was unable to be inspected due to access.

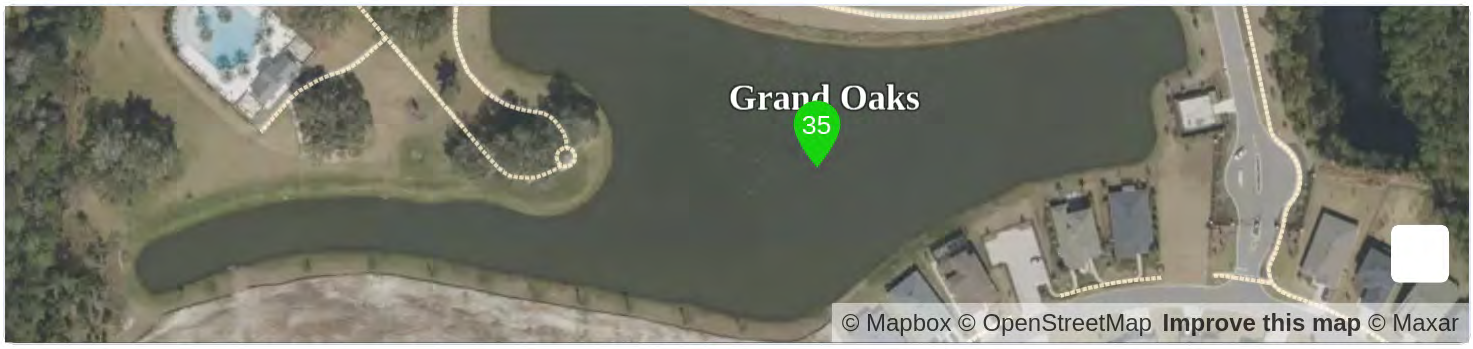


35 **Observation**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:53 am EDT

Location:



Description:

At the time of inspection the pond banks appeared to be in stable condition.


Sep 28, 2026 at 11:02 am EDT


Sep 28, 2026 at 11:02 am EDT


Sep 28, 2026 at 10:53 am EDT


Sep 28, 2026 at 10:53 am EDT


Sep 28, 2026 at 10:53 am EDT

36 **Needs Action**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:56 am EDT

Location:



Description:

At the time of inspection the mitered end structure was completely submerged and was unable to be inspected. However, there is a large depression in the ground above where the pipe should be. Further evaluation is recommended to see if the pipe is broken.


Sep 28, 2026 at 10:54 am EDT


Sep 28, 2026 at 10:54 am EDT

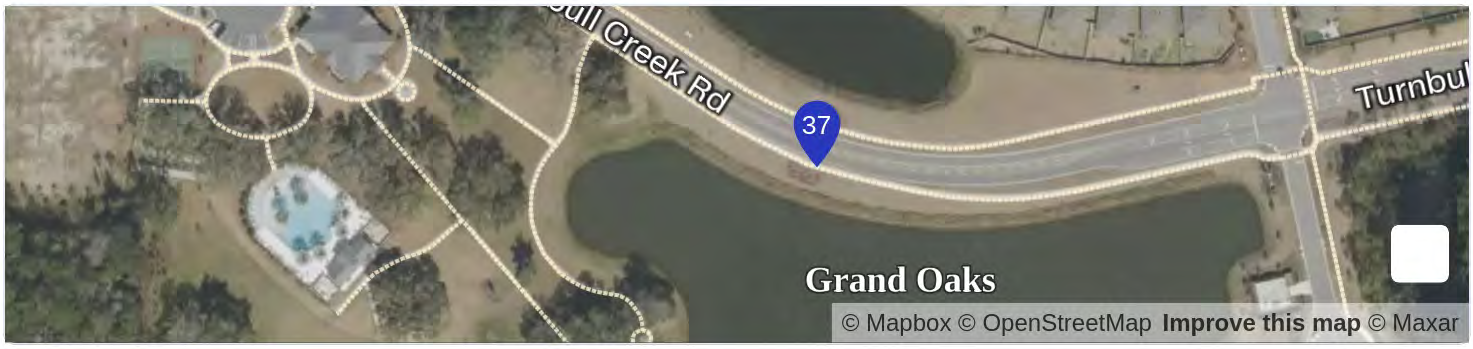

Sep 28, 2026 at 10:54 am EDT

37 **Observation**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:58 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.


Sep 28, 2026 at 10:57 am EDT

38 **Observation**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:00 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.


Sep 28, 2026 at 11:00 am EDT

39 **Observation**

Pin Type: General **Categories:** Mitered End Structure

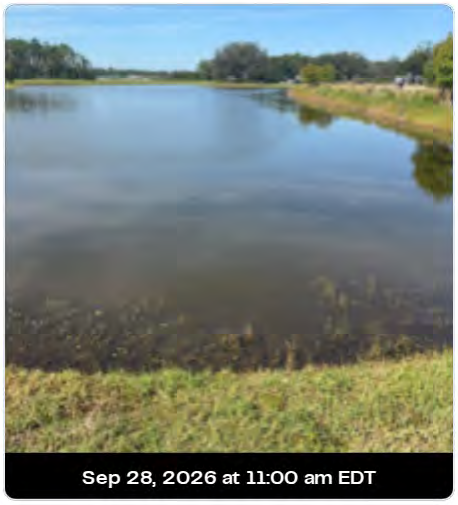
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:01 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.


Sep 28, 2026 at 11:00 am EDT

40 **Observation**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:01 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

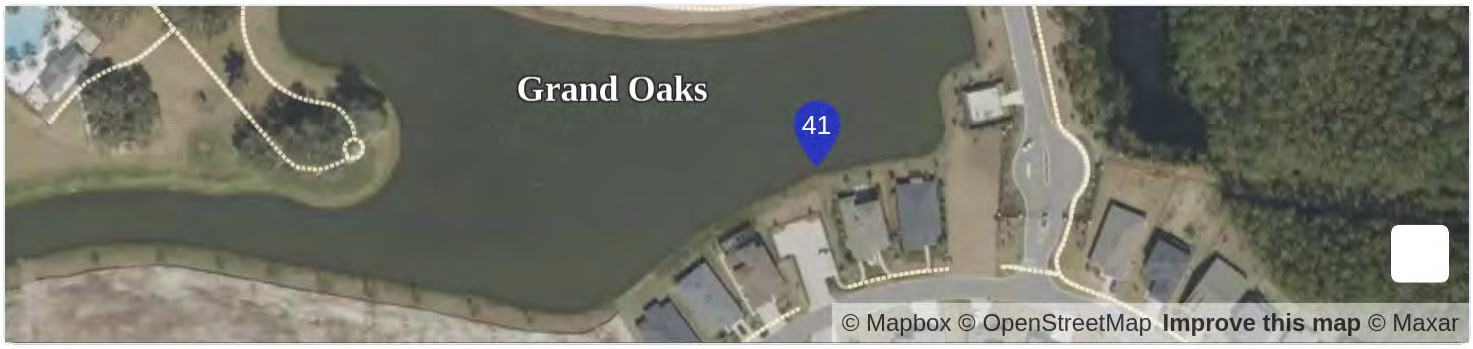


41 **Observation**

Pin Type: General **Categories:** Mitered End Structure

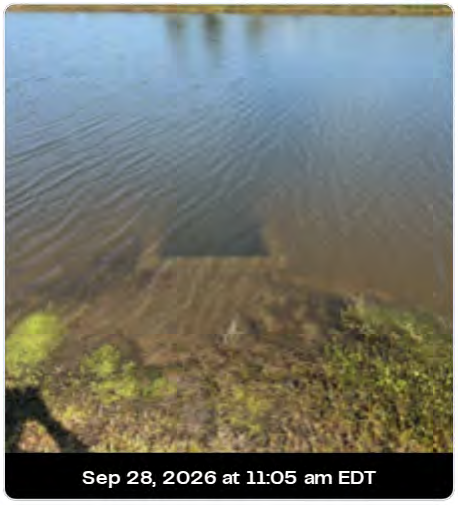
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:05 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.



42 **Observation**

Pin Type: General **Categories:** Mitered End Structure

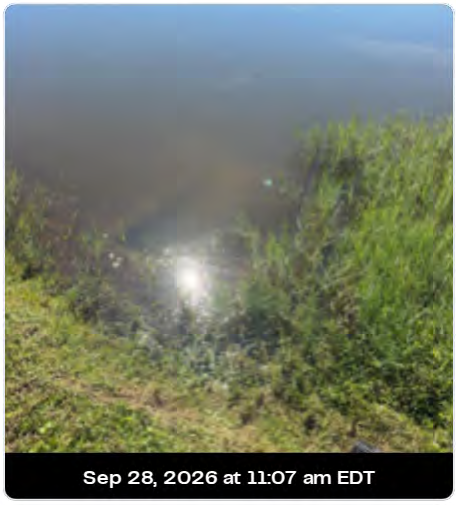
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:07 am EDT

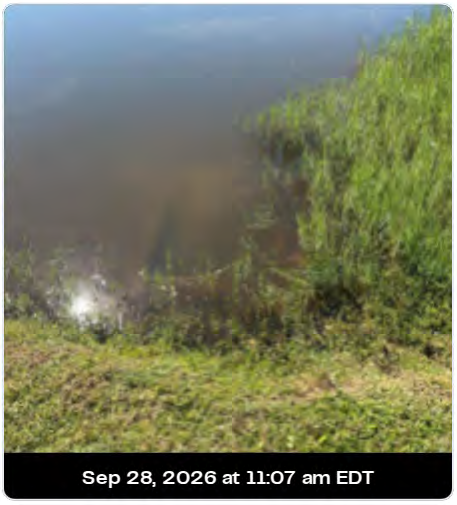
Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.


Sep 28, 2026 at 11:07 am EDT


Sep 28, 2026 at 11:07 am EDT

43 **Observation**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:11 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.



44 **Observation**

Pin Type: General **Categories:** Mitered End Structure

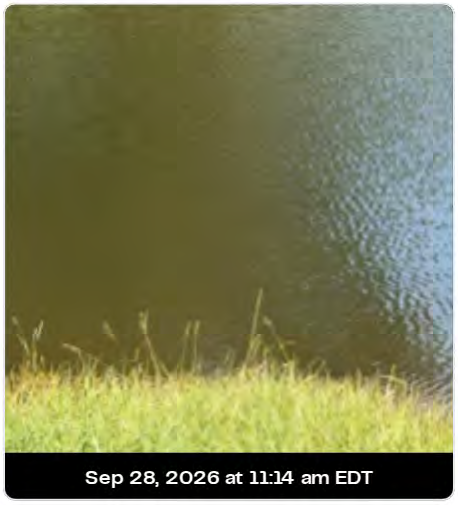
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:14 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

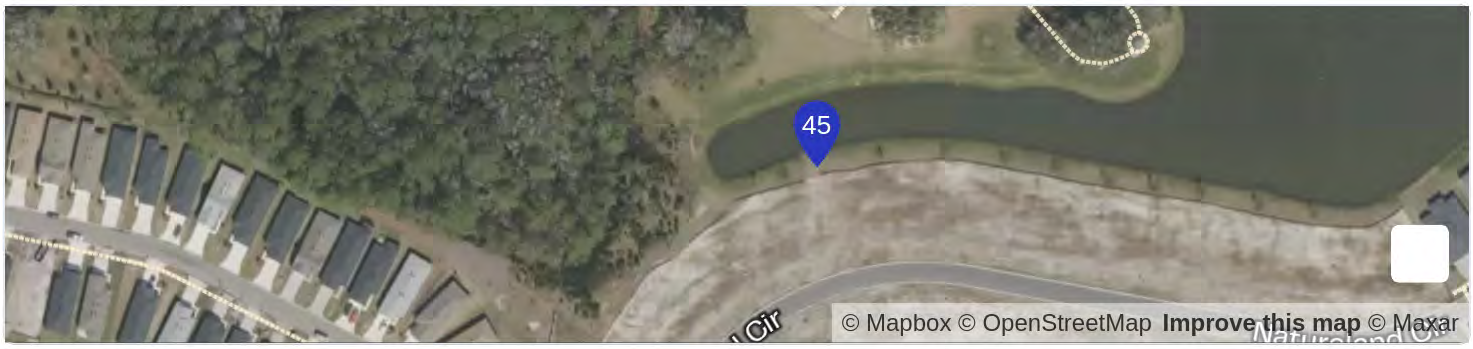


45 **Observation**

Pin Type: General **Categories:** Mitered End Structure

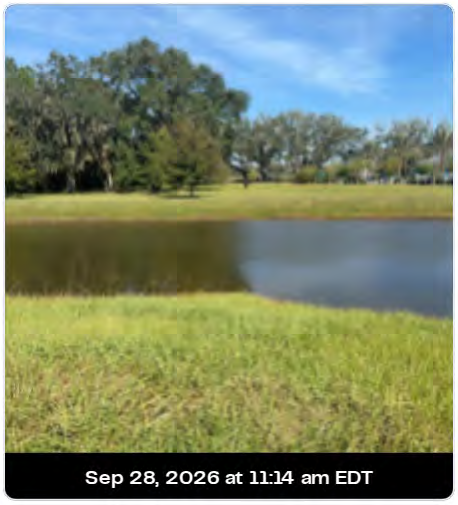
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:14 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.


Sep 28, 2026 at 11:14 am EDT

46 **Observation**

Pin Type: General **Categories:** Pond Bank

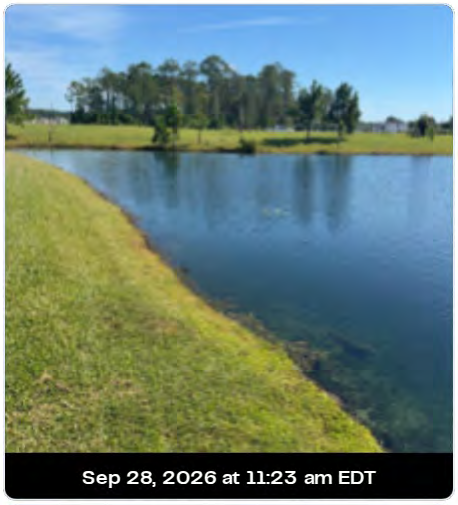
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:18 am EDT

Location:



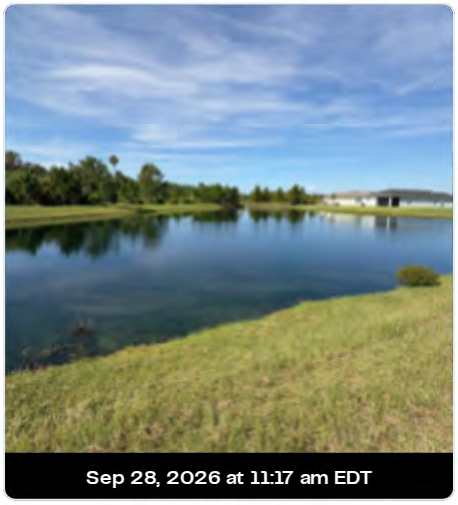
Description:

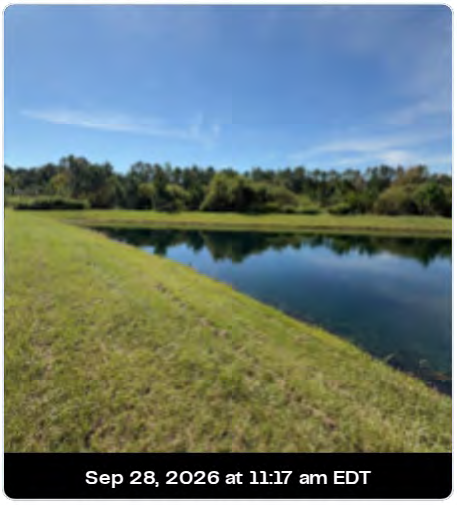
At the time of inspection the pond banks appeared to be in stable condition.


Sep 28, 2026 at 11:23 am EDT


Sep 28, 2026 at 11:23 am EDT


Sep 28, 2026 at 11:17 am EDT


Sep 28, 2026 at 11:17 am EDT

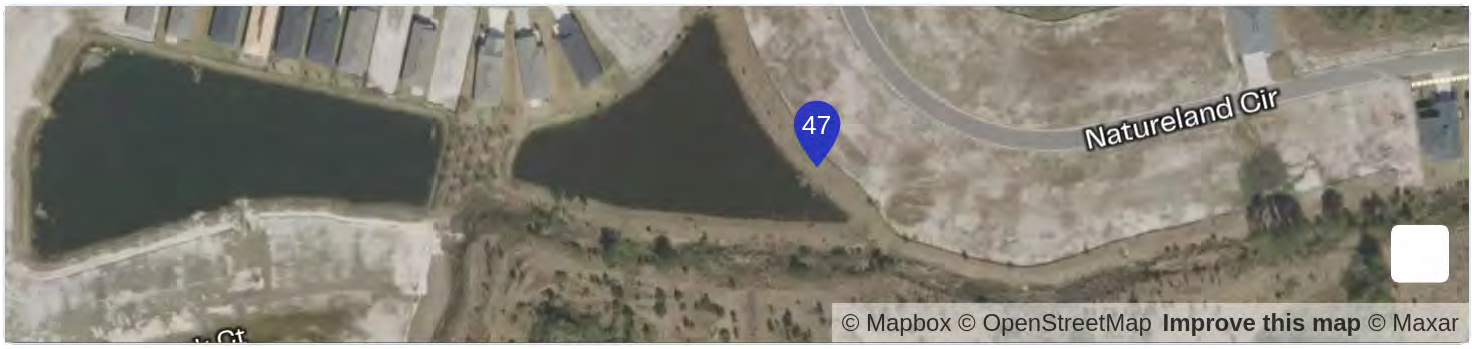

Sep 28, 2026 at 11:17 am EDT

47 **Observation**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:18 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

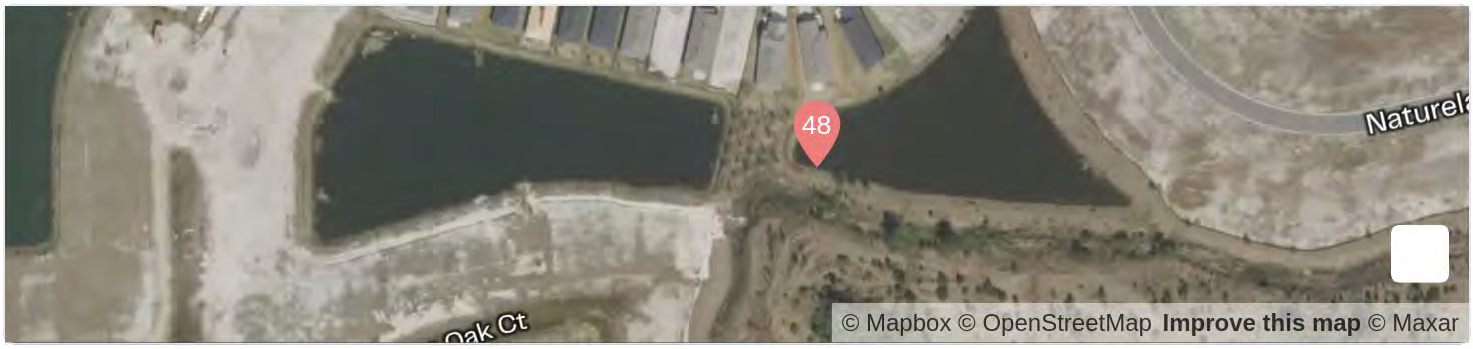


48 **Needs Action**

Pin Type: General **Categories:** Safety Control Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:22 am EDT

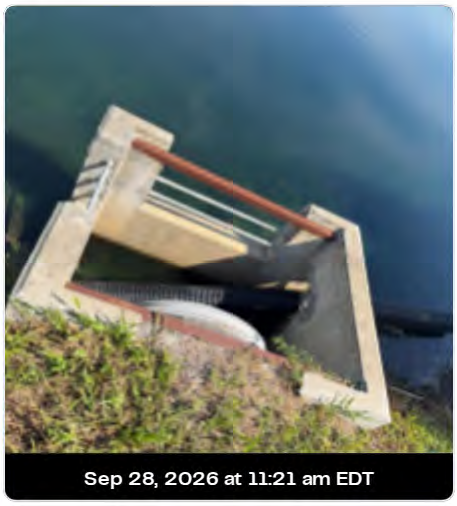
Location:



Description:

At the time of inspection the control structure was missing the lid. It is recommended to cover the structure ASAP with a temporary solution until a steel grate can be ordered and installed. The draw down orifice pipe was not found. There is a knockout opening with a corrugated flex pipe set into the opening. This corrugated pipe shall be removed and a proper draw down tee will need to be installed per plan.


Sep 28, 2026 at 11:21 am EDT


Sep 28, 2026 at 11:21 am EDT

49 **Observation**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:30 am EDT

Location:



Description:

At the time of inspection the mitered end structure was completely submerged and unable to be inspected. The system appeared to be functioning as designed.


Sep 28, 2026 at 11:29 am EDT

50 **Observation**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:30 am EDT

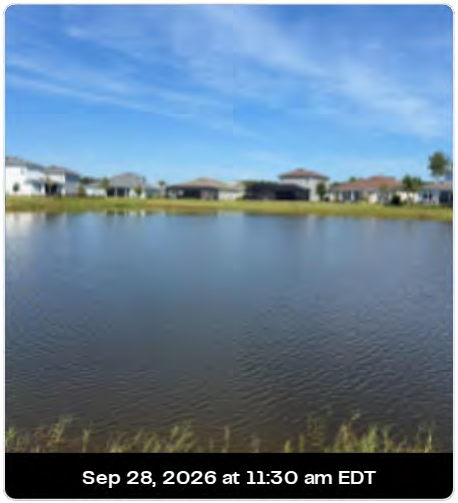
Location:

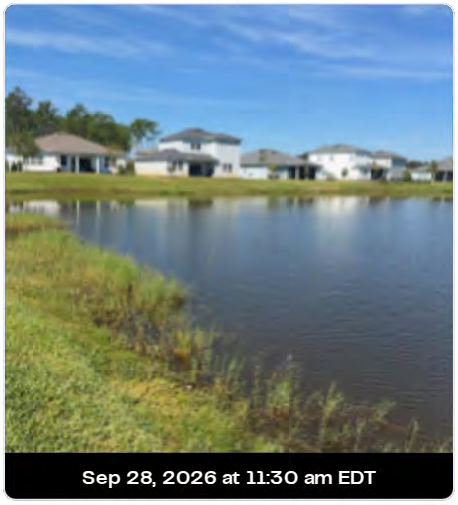


Description:

At the time of inspection the pond banks appeared to be in stable condition.


Sep 28, 2026 at 11:30 am EDT


Sep 28, 2026 at 11:30 am EDT


Sep 28, 2026 at 11:30 am EDT

51 **Observation**

Pin Type: General **Categories:** Mitered End Structure

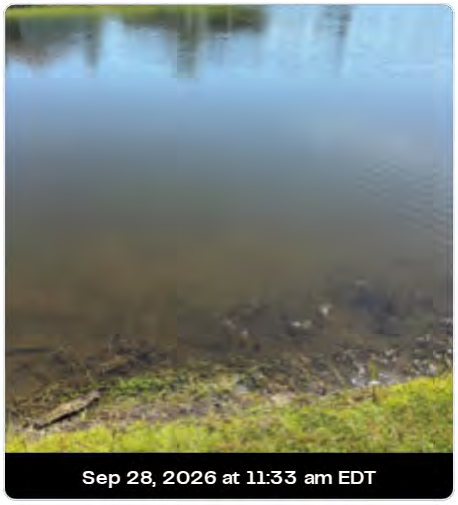
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:33 am EDT

Location:



Description:

At the time of inspection the mitered end structure was completely submerged and unable to be inspected. However, the system appeared to be functioning as designed.



52 **Observation**

Pin Type: General **Categories:** Pond Bank

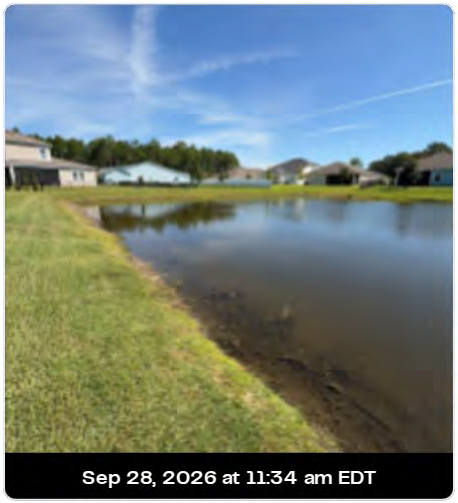
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:34 am EDT

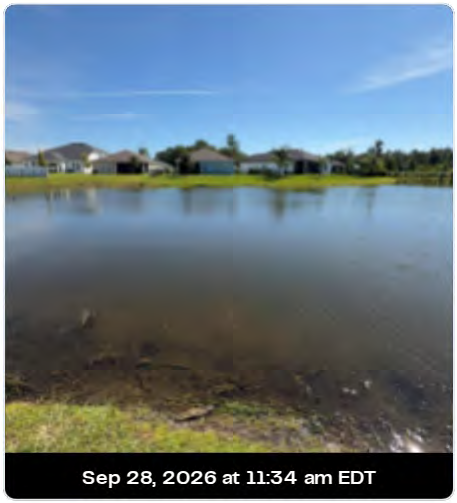
Location:

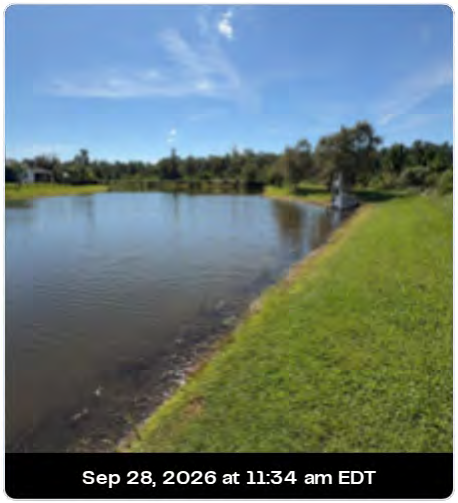


Description:

At the time of inspection the pond banks appeared to be in stable condition.


Sep 28, 2026 at 11:34 am EDT


Sep 28, 2026 at 11:34 am EDT


Sep 28, 2026 at 11:34 am EDT

53 **Observation**

Pin Type: General **Categories:** Control Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:35 am EDT

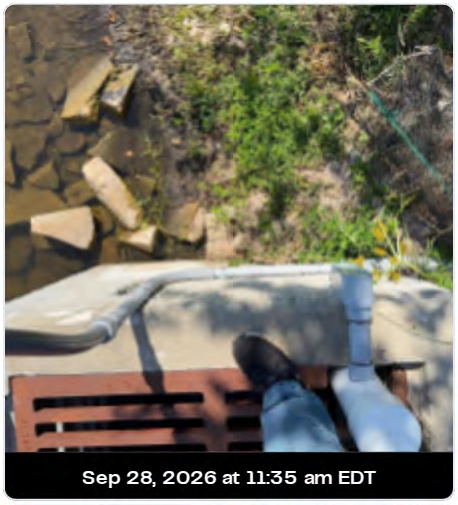
Location:

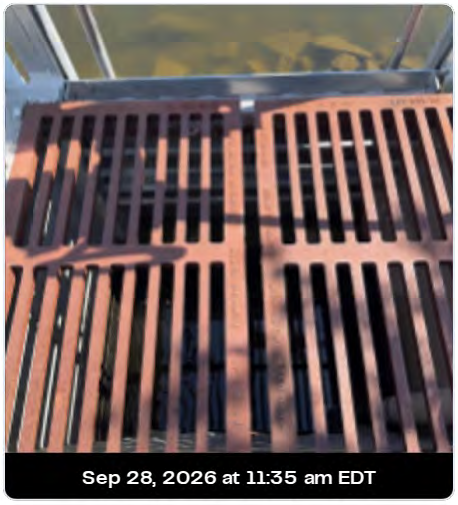


Description:

At the time of inspection the control structure appeared to be functioning as designed. It is recommended to perform annual testing to the mechanical components to this portion of the system to verify functionality, or at the manufacturers required frequency.


Sep 28, 2026 at 11:35 am EDT


Sep 28, 2026 at 11:35 am EDT


Sep 28, 2026 at 11:35 am EDT


Sep 28, 2026 at 11:35 am EDT


Sep 28, 2026 at 11:34 am EDT

54 **Needs Action**

Pin Type: General **Categories:** Mitered End Structure

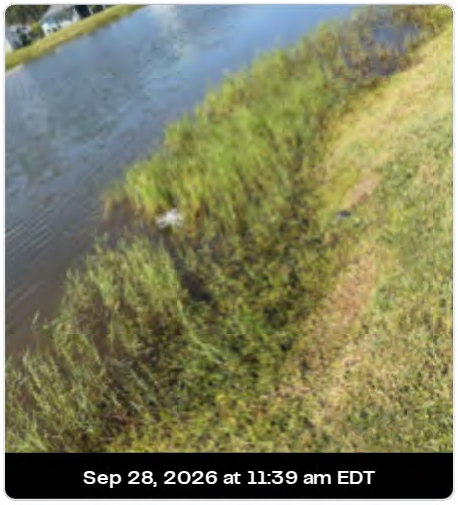
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:40 am EDT

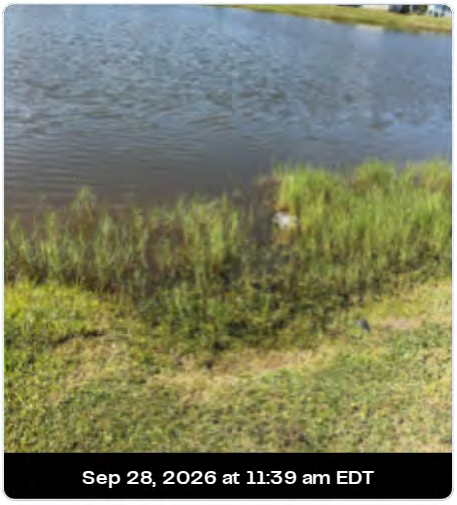
Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. There is a depression in front of the structure, it is recommended to have the pipe run TV'd for further evaluation.


Sep 28, 2026 at 11:39 am EDT

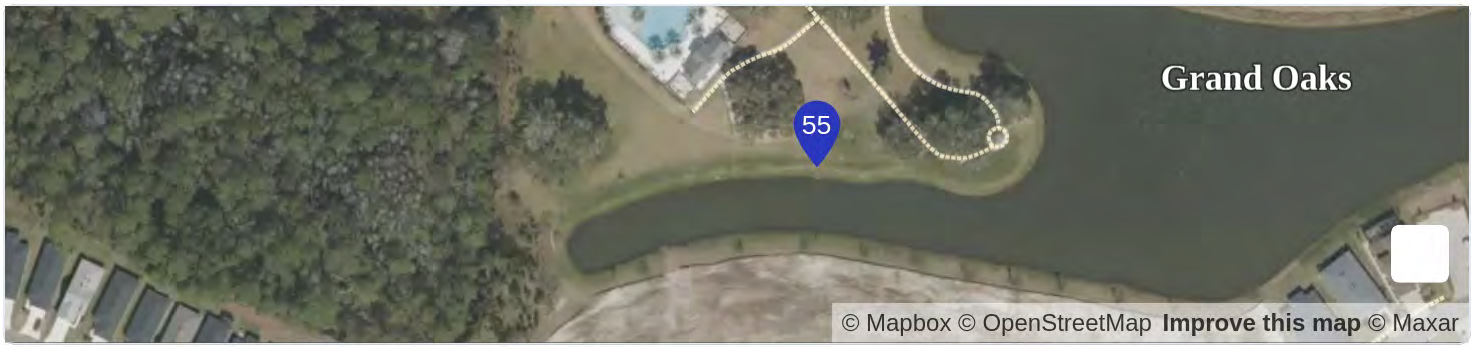

Sep 28, 2026 at 11:39 am EDT

55 **Observation**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 12:37 pm EDT

Location:



Description:

At the time of inspection the mitered end structure appeared to be functioning as designed.


Sep 28, 2026 at 12:37 pm EDT


Sep 28, 2026 at 12:37 pm EDT

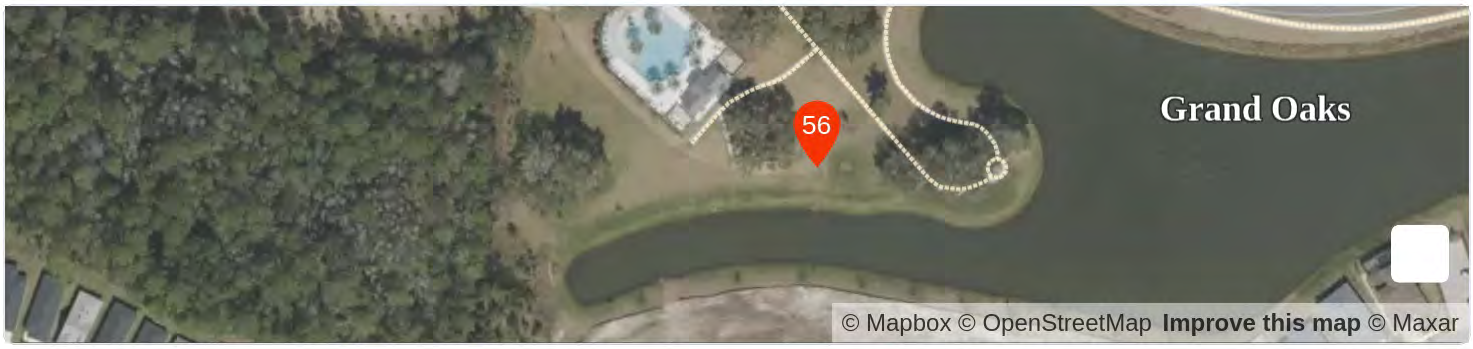

Sep 28, 2026 at 12:37 pm EDT

56 **Observation**

Pin Type: General **Categories:** Drainage Inlet

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 12:38 pm EDT

Location:



Description:

The drainage inlet appeared to be functioning as designed.



57 **Needs Action**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 12:48 pm EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. There is a depression in the bank. Further evaluation is recommended, TV the section of pipe.


Sep 28, 2026 at 12:47 pm EDT

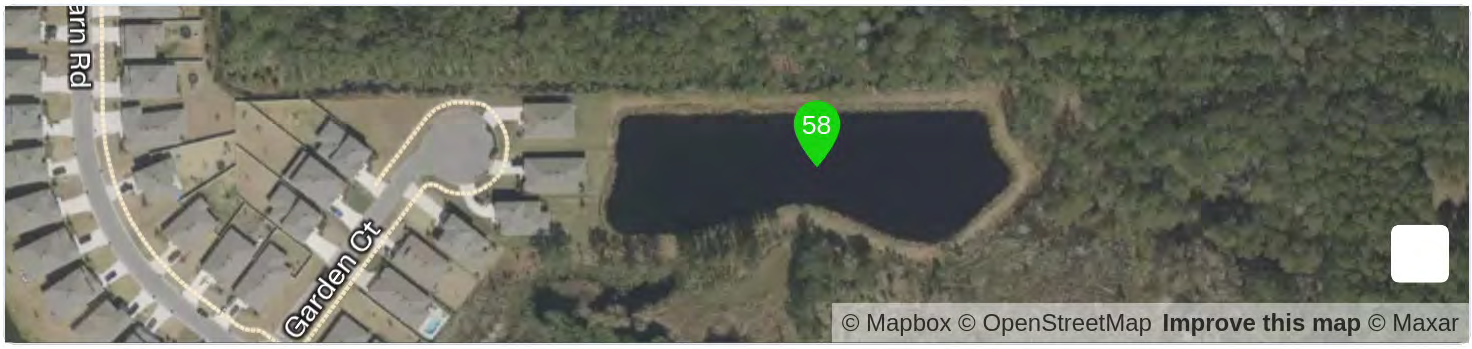

Sep 28, 2026 at 12:47 pm EDT

58 **Observation**

Pin Type: General **Categories:** Pond Bank

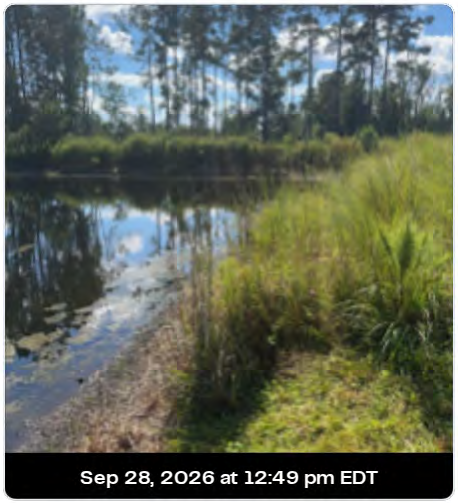
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 12:49 pm EDT

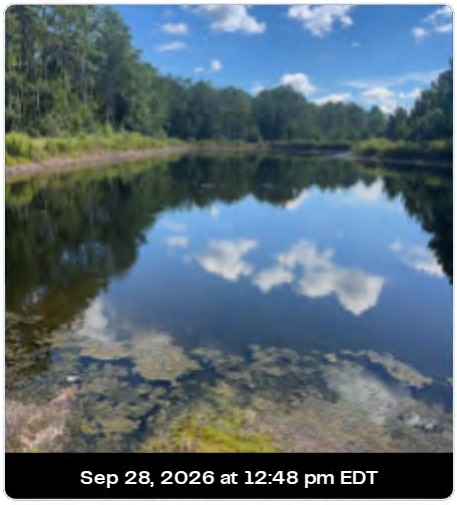
Location:



Description:

At the time of inspection the pond banks appeared to be in stable condition.


Sep 28, 2026 at 12:49 pm EDT


Sep 28, 2026 at 12:48 pm EDT

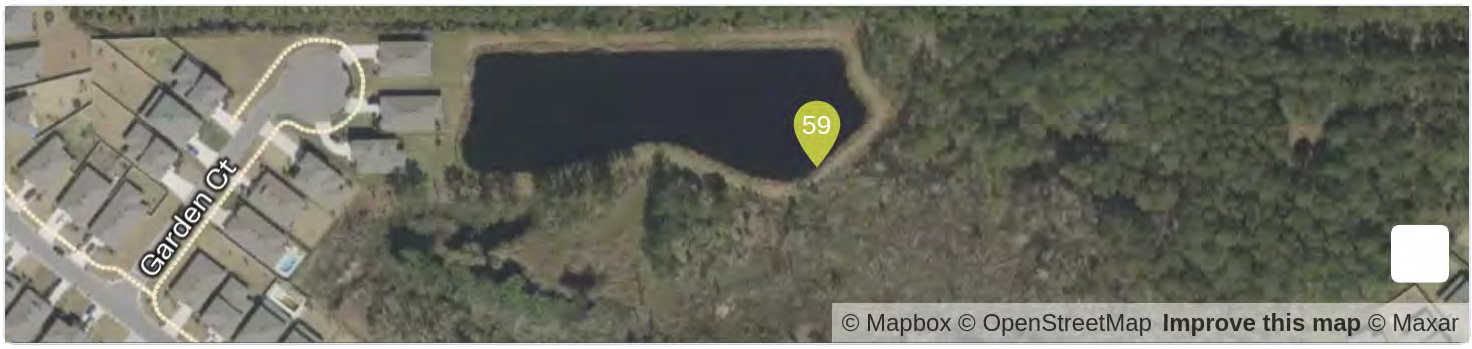

Sep 28, 2026 at 12:48 pm EDT

59 **Needs Action**

Pin Type: General **Categories:** Outfall

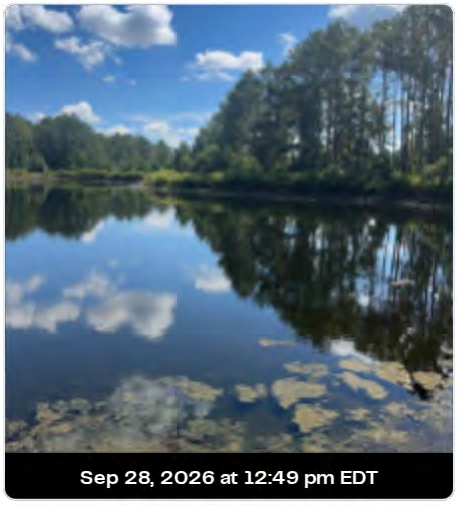
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 12:50 pm EDT

Location:



Description:

At the time of inspection the maintenance trail was overgrown and there was a fence blocking the entrance as well. It is recommended to keep the maintenance easement free from overgrowth and fencing.

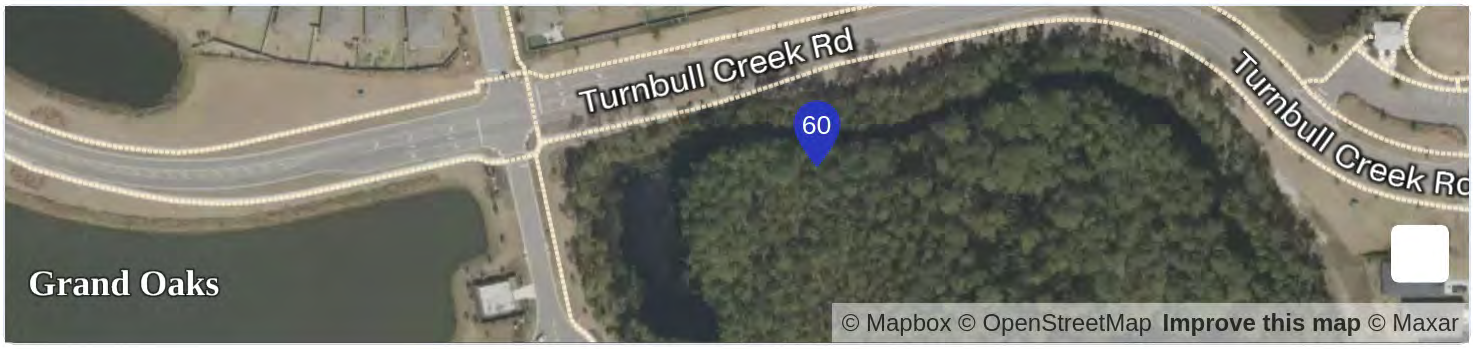

Sep 28, 2026 at 12:49 pm EDT

60 **Observation**

Pin Type: General **Categories:** Mitered End Structure

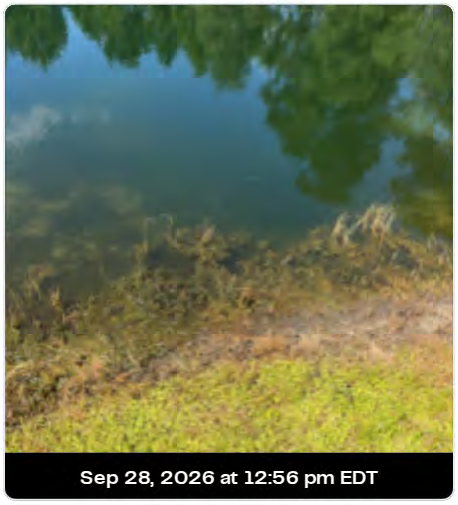
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 12:57 pm EDT

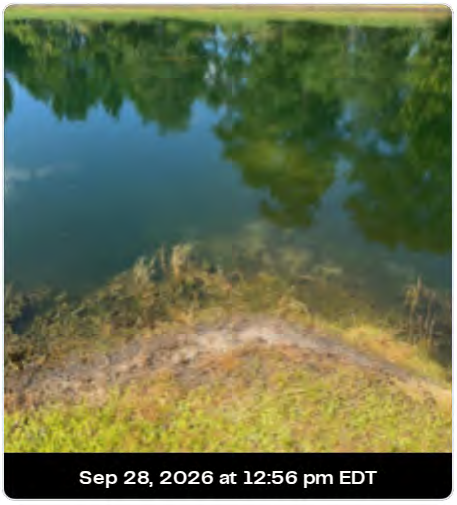
Location:



Description:

At the time of inspection the mitered end structure was completely submerged and was unable to be inspected. However, the system appeared to be functioning as designed.


Sep 28, 2026 at 12:56 pm EDT


Sep 28, 2026 at 12:56 pm EDT

61 **Observation**

Pin Type: General **Categories:** Pond Bank

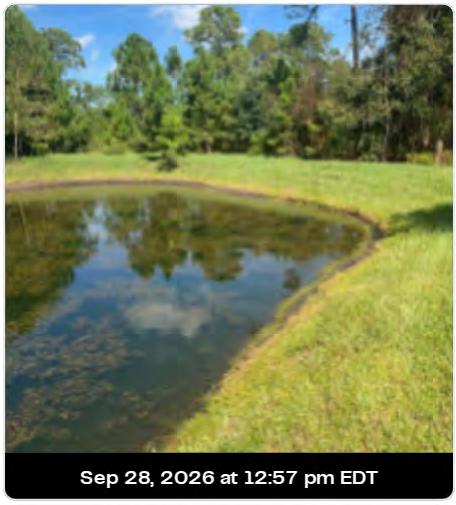
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 12:58 pm EDT

Location:



Description:

At the time of inspection minor benching was observed within the pond banks. It is recommended to monitor for worsening condition.


Sep 28, 2026 at 12:57 pm EDT


Sep 28, 2026 at 12:57 pm EDT

62 **Needs Action**

Pin Type: General **Categories:** Control Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 1:00 pm EDT

Location:



Description:

At the time of inspection the wier seemed to be functioning as designed. It is recommended to clear the excess vegetation behind the structure to allow the system to flow freely.


Sep 28, 2026 at 12:59 pm EDT


Sep 28, 2026 at 12:59 pm EDT

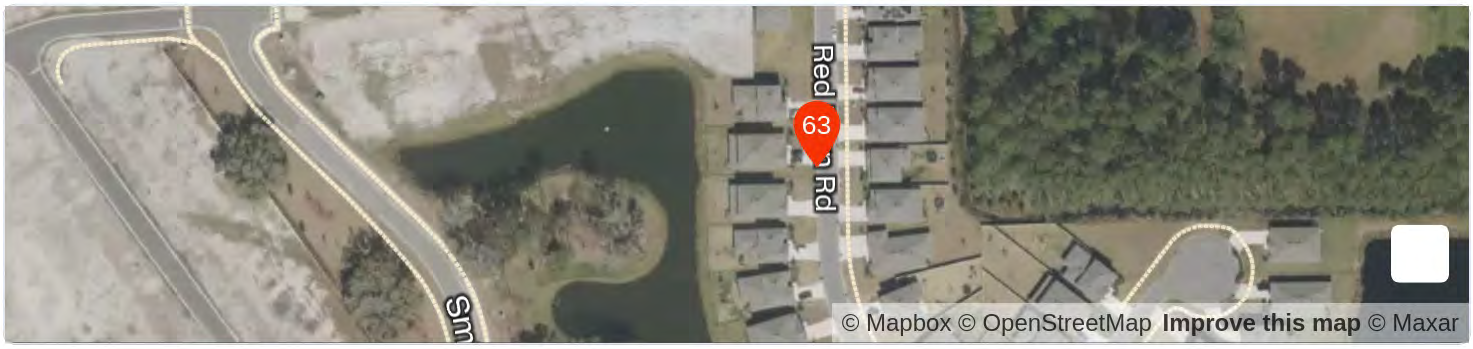

Sep 28, 2026 at 12:58 pm EDT

63 **Needs Action**

Pin Type: General **Categories:** Drainage Inlet

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 1:02 pm EDT

Location:



Description:

Remove trash from system, typical.

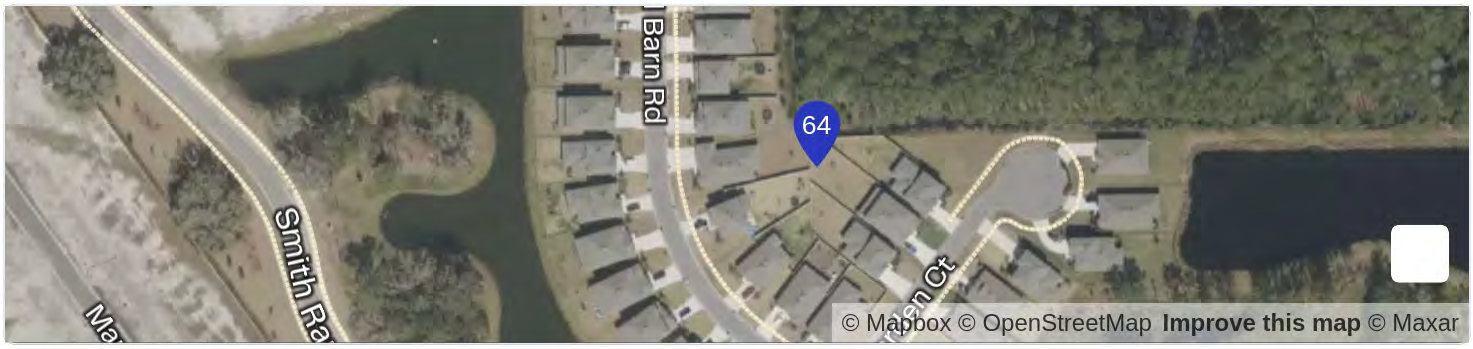

Sep 28, 2026 at 1:02 pm EDT

64 **Needs Action**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 1:05 pm EDT

Location:



Description:

At the time of inspection the mitered end structure was completely submerged and was unable to be inspected. However, there is a large depression in the area of the MES beginning at the fence line. Further evaluation is recommended. Having this run of pipe TV'd will help narrow into the issue. It isnt uncommon for erosion similar to this to exist near a pond bank fence line as well. The association may attempt backfilling, compacting and stabilizing the area prior to making the investment into cleaning and TV'ing the line.


Sep 28, 2026 at 1:03 pm EDT


Sep 28, 2026 at 1:03 pm EDT

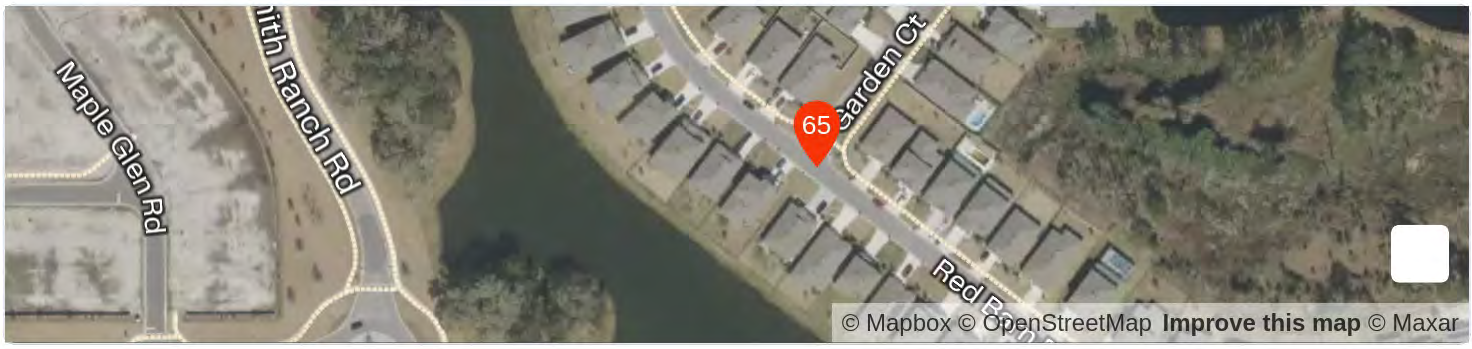

Sep 28, 2026 at 1:03 pm EDT

65 **Needs Action**

Pin Type: General **Categories:** Drainage Inlet Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 1:08 pm EDT

Location:



Description:

At the time of inspection there was trash in the drainage inlet. It is recommended to have the trash removed. The mitered end structure was unable to be inspected due to a fence blocking the easement. Easements are meant to be free and clean of obstructions.


Sep 28, 2026 at 1:07 pm EDT


Sep 28, 2026 at 1:07 pm EDT

66 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 29, 2026 at 11:50 am EDT

Location:



Description:

At the time of inspection the pond was not able to be accessed. It is recommended to cut a maintenance path and to keep it maintained for inspection and maintenance purposes. The pond banks appeared to be in stable condition from the aerial images. A drone was used to inspect the banks.

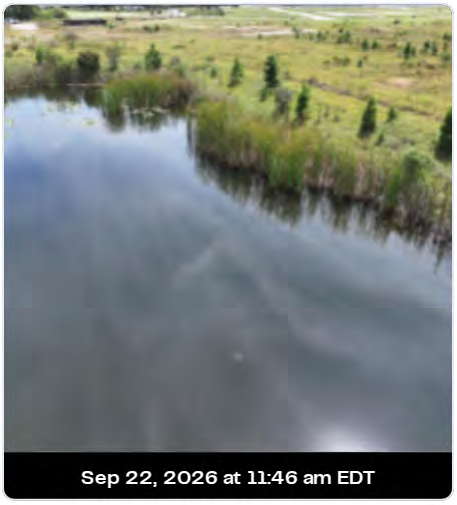

Sep 22, 2026 at 11:45 am EDT


Sep 22, 2026 at 11:45 am EDT


Sep 22, 2026 at 11:45 am EDT


Sep 22, 2026 at 11:46 am EDT

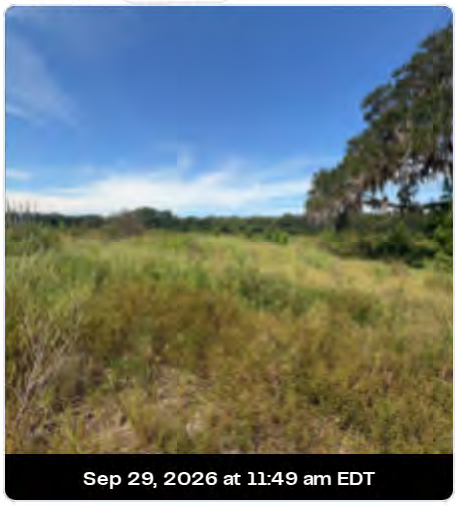

Sep 22, 2026 at 11:46 am EDT


Sep 22, 2026 at 11:46 am EDT

66 **Needs Action** *(continued)*

Created by:
Clancy Houston
Project Manager
Sep 29, 2026 at 11:50 am EDT

Pin Type: General



67 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 29, 2026 at 11:54 am EDT

Location:



Description:

At the time of inspection there was no way to access the pond. A maintenance trail is recommended to be installed and maintained for inspection and maintenance purposes. From an aerial view, the pond banks appear to be in stable condition. However, the weir in the back needs to be cleared of debris and vegetation in front of the structure.


Sep 22, 2026 at 11:44 am EDT


Sep 22, 2026 at 11:44 am EDT


Sep 22, 2026 at 11:44 am EDT


Sep 22, 2026 at 11:44 am EDT

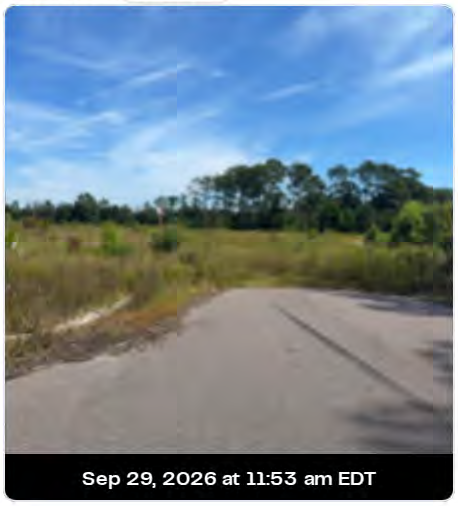

Sep 22, 2026 at 11:44 am EDT


Sep 22, 2026 at 11:43 am EDT

67 **Needs Action** *(continued)*

Created by:
Clancy Houston
Project Manager
Sep 29, 2026 at 11:54 am EDT

Pin Type: General



68 **Observation**

Pin Type: General **Categories:** Mitered End Structure

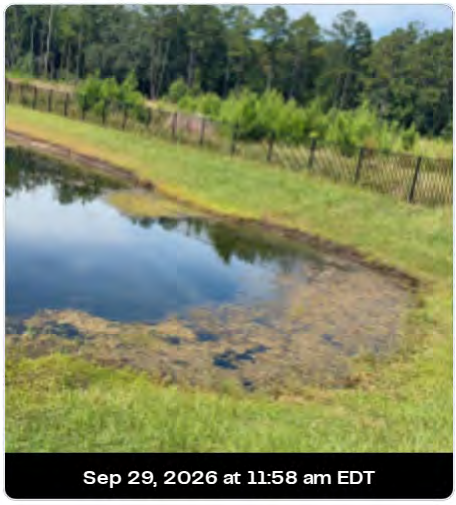
Created by:
Clancy Houston
Project Manager
Sep 29, 2026 at 11:58 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed.

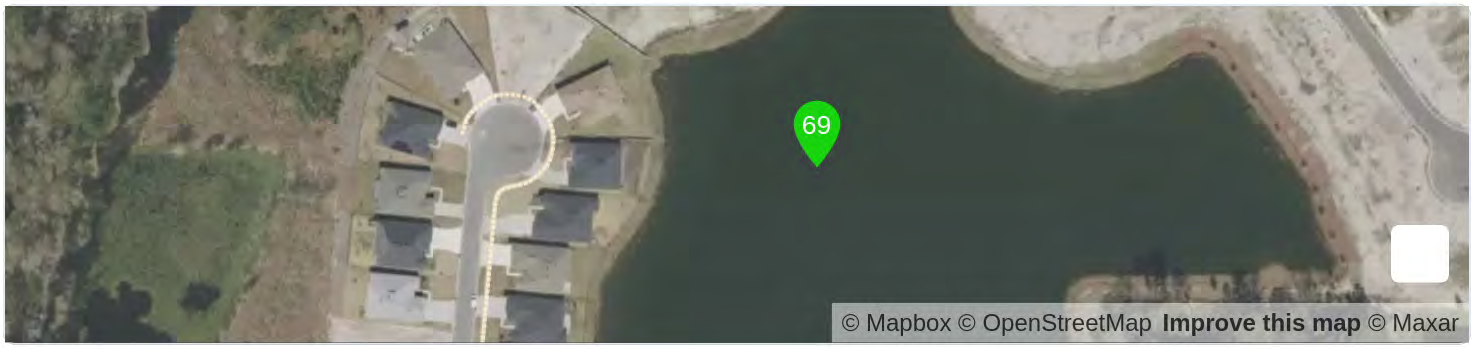


69 **Observation**

Pin Type: General **Categories:** Pond Bank

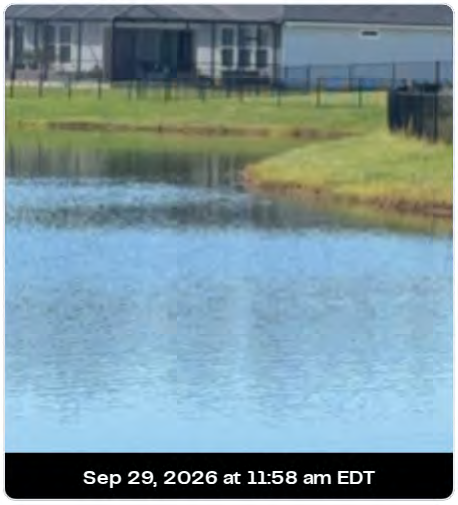
Created by:
Clancy Houston
Project Manager
Sep 29, 2026 at 11:59 am EDT

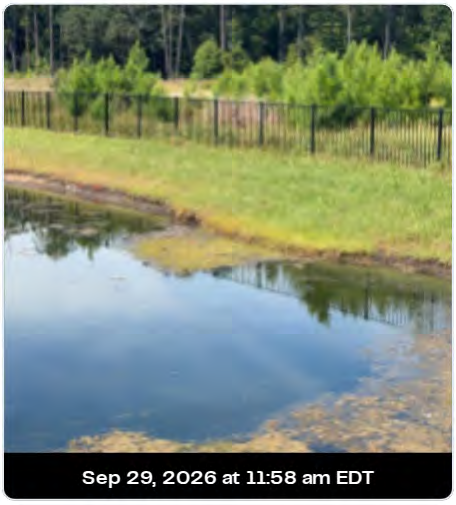
Location:



Description:

At the time of inspection benching was observed within the pond banks. It is recommended to monitor for worsening condition.


Sep 29, 2026 at 11:58 am EDT


Sep 29, 2026 at 11:58 am EDT


Sep 29, 2026 at 11:58 am EDT

70 **Observation**

Pin Type: General **Categories:** Mitered End Structure

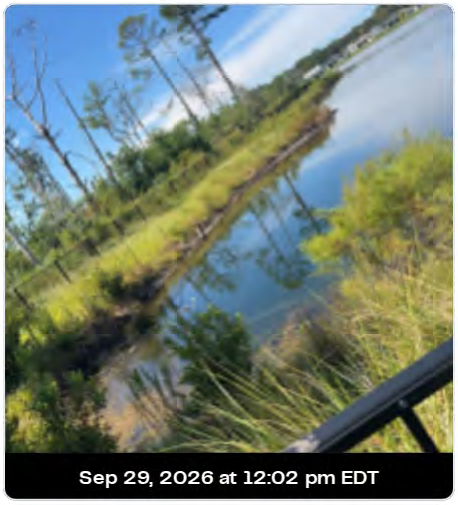
Created by:
Clancy Houston
Project Manager
Sep 29, 2026 at 12:03 pm EDT

Location:



Description:

At the time of inspection the mitered end structure was completely submerged and unable to be inspected. The system appeared to be functioning as designed.


Sep 29, 2026 at 12:02 pm EDT

Attachment:

Pond Inspection Report

“Needs Action Pins Only”

General Information

Project Name	26-157 Grand Oaks CDD		
Prepared By	Mike Silverstein		
Site Visit Start Date	9/29/2026	**Site Visit End Date**	10/2/2026
Date Prepared	10/09/2026 EDT		
Weather	Raining	**Temp**	84
Site Conditions		**Date of Last Report**	10/07/2026 EDT
Present at Site	C. Houston		

Site Notes

Mike Silverstein October 7, 2026 4:10 PM EDT

Typical Grand Oaks Pond Inspection Comments:
1) Clean all debris and pollution from ponds and drainage structures.
2) Mow and maintain pond access
3) CDD to determine maintenance path recovery if homeowner fencing is blocking access.

Corrected since last report

N/A

Observations

N/A

Needs Action

Control structure

48 At the time of inspection the control structure was missing the lid. It is recommended to cover the structure ASAP with a temporary solution until a steel grate can be ordered and installed. The draw down orifice pipe was not found. There is a knockout opening with a corrugated flex pipe set into the opening. This corrugated pipe shall be removed and a proper draw down tee will need to be installed per plan.

Needs Action *(continued)*

62 At the time of inspection the wier seemed to be functioning as designed. It is recommended to clear the excess vegetation behind the structure to allow the system to flow freely.

Drainage inlet

63 Remove trash from system, typical.

65 At the time of inspection there was trash in the drainage inlet. It is recommended to have the trash removed. The mitered end structure was unable to be inspected due to a fence blocking the easement. Easements are meant to be free and clean of obstructions.

Mitered end structure

2 At the time of inspection the structure was completely submerged and was un able to be inspected. There is a depression in the ground that could indicate a pipe failure. It is recommended to have the pipe TV'd for further evaluation.

4 At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed. Minor damage caused by maintenance vehicle, recommended to backfill, compact, and stabilize.

5 At the time of inspection the structure was completely submerged and was un able to be inspected. There is a depression in the ground that could indicate a pipe failure. It is recommended to have the pipe run TV'd.

36 At the time of inspection the mitered end structure was completely submerged and was unable to be inspected. However, there is a large depression in the ground above where the pipe should be. Further evaluation is recommended to see if the pipe is broken.

54 At the time of inspection the structure was completely submerged and was unable to be inspected. There is a depression in front of the structure, it is recommended to have the pipe run TV'd for further evaluation.

57 At the time of inspection the structure was completely submerged and was unable to be inspected. There is a depression in the bank. Further evaluation is recommended, TV the section of pipe.

64 At the time of inspection the mitered end structure was completely submerged and was unable to be inspected. However, there is a large depression in the area of the MES beginning at the fence line. Further evaluation is recommended. Having this run of pipe TV'd will help narrow into the issue. It isnt uncommon for erosion similar to this to exist near a pond bank fence line as well. The association may attempt backfilling, compacting and stabilizing the area prior to making the investment into cleaning and TV'ing the line.

Needs Action *(continued)*

65 At the time of inspection there was trash in the drainage inlet. It is recommended to have the trash removed. The mitered end structure was unable to be inspected due to a fence blocking the easement. Easements are meant to be free and clean of obstructions.

Outfall

59 At the time of inspection the maintenance trail was overgrown and there was a fence blocking the entrance as well. It is recommended to keep the maintenance easement free from overgrowth and fencing.

Pond bank

22 At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented inspection access.

23 The pond was unable to be inspected due to access.

25 At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented access.

26 The pond was unable to be inspected because of fence.

27 The pond was unable to be inspected due to access.

28 The pond was not able to be inspected due to access.

29 The pond was unable to be inspected due to access.

30 The pond was unable to be inspected due to access.

31 The pond was unable to be inspected due to access.

32 At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented access.

33 The pond was unable to be inspected due to access.

Needs Action *(continued)*

66 At the time of inspection the pond was not able to be accessed. It is recommended to cut a maintenance path and to keep it maintained for inspection and maintenance purposes. The pond banks appeared to be in stable condition from the aerial images. A drone was used to inspect the banks.

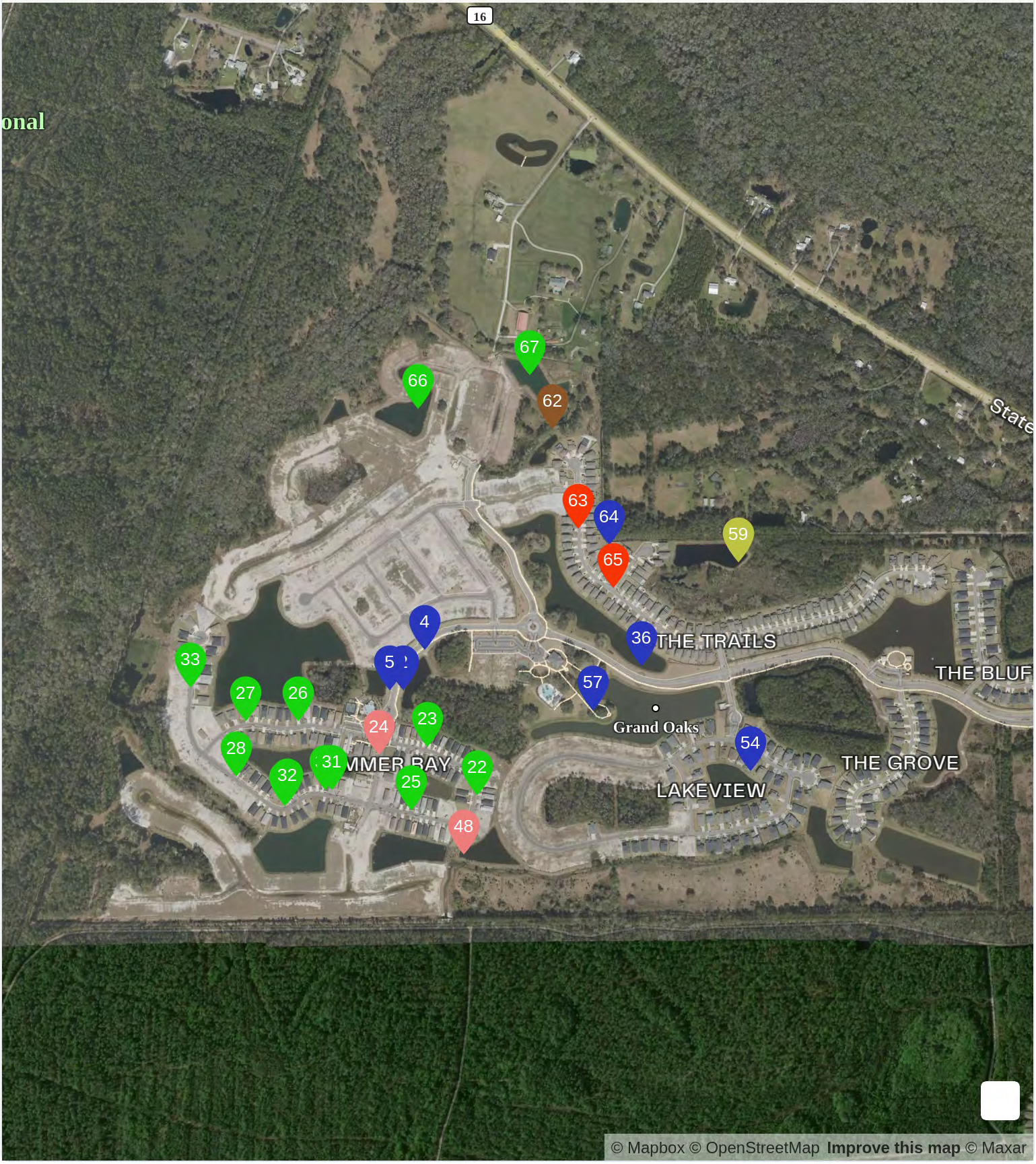
67 At the time of inspection there was no way to access the pond. A maintenance trail is recommended to be installed and maintained for inspection and maintenance purposes. From an aerial view, the pond banks appear to be in stable condition. However, the weir in the back needs to be cleared of debris and vegetation in front of the structure.

Safety

24 At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented access.

48 At the time of inspection the control structure was missing the lid. It is recommended to cover the structure ASAP with a temporary solution until a steel grate can be ordered and installed. The draw down orifice pipe was not found. There is a knockout opening with a corrugated flex pipe set into the opening. This corrugated pipe shall be removed and a proper draw down tee will need to be installed per plan.

Map Overview



Action Items

2 **Needs Action**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 10:43 am EDT

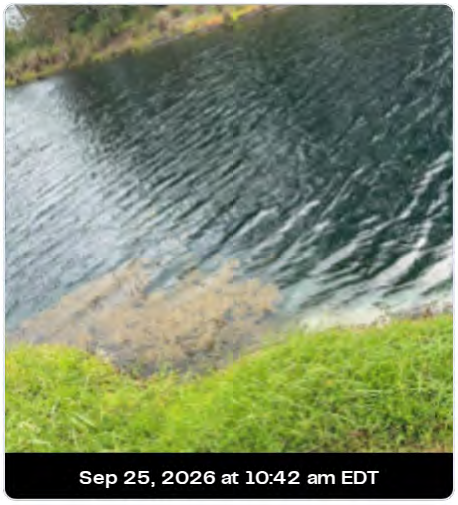
Location:



Description:

At the time of inspection the structure was completely submerged and was un able to be inspected. There is a depression in the ground that could indicate a pipe failure. It is recommended to have the pipe TV'd for further evaluation.


Sep 25, 2026 at 10:42 am EDT

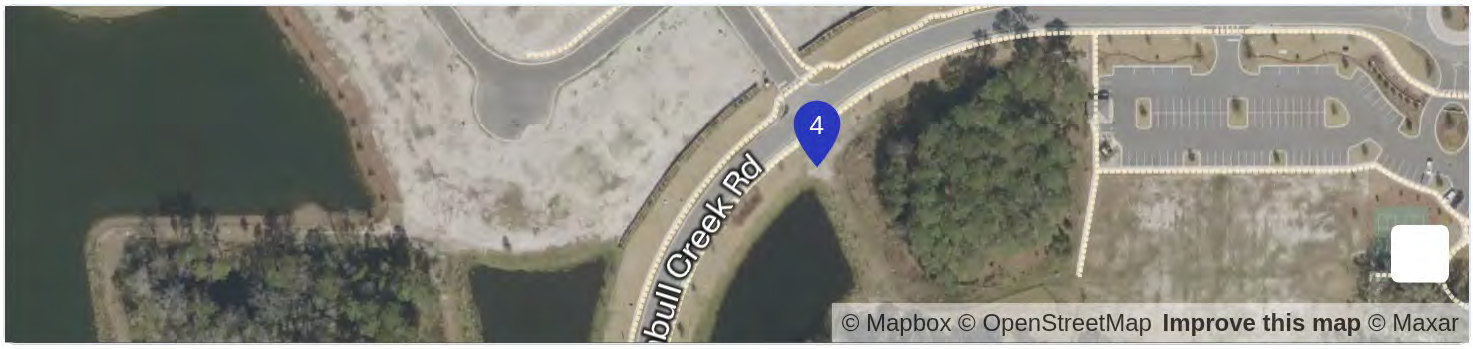

Sep 25, 2026 at 10:42 am EDT

4 **Needs Action**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 10:46 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. The system appeared to be functioning as designed. Minor damage caused by maintenance vehicle, recommended to backfill, compact, and stabilize.


Sep 25, 2026 at 10:45 am EDT


Sep 25, 2026 at 10:45 am EDT

5 **Needs Action**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 25, 2026 at 10:49 am EDT

Location:



Description:

At the time of inspection the structure was completely submerged and was un able to be inspected. There is a depression in the ground that could indicate a pipe failure. It is recommended to have the pipe run TV'd.


Sep 25, 2026 at 10:48 am EDT


Sep 25, 2026 at 10:48 am EDT

22 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:25 am EDT

Location:



Description:

At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented inspection access.



23 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:27 am EDT

Location:



Description:

The pond was unable to be inspected due to access.



24 **Needs Action**

Pin Type: General **Categories:** Safety

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:28 am EDT

Location:



Description:

At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented access.



25 **Needs Action**

Pin Type: General **Categories:** Pond Bank

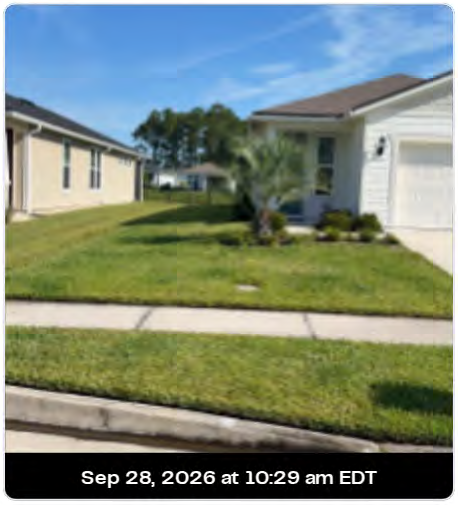
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:29 am EDT

Location:



Description:

At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented access.


Sep 28, 2026 at 10:29 am EDT

26 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:31 am EDT

Location:



Description:

The pond was unable to be inspected because of fence.

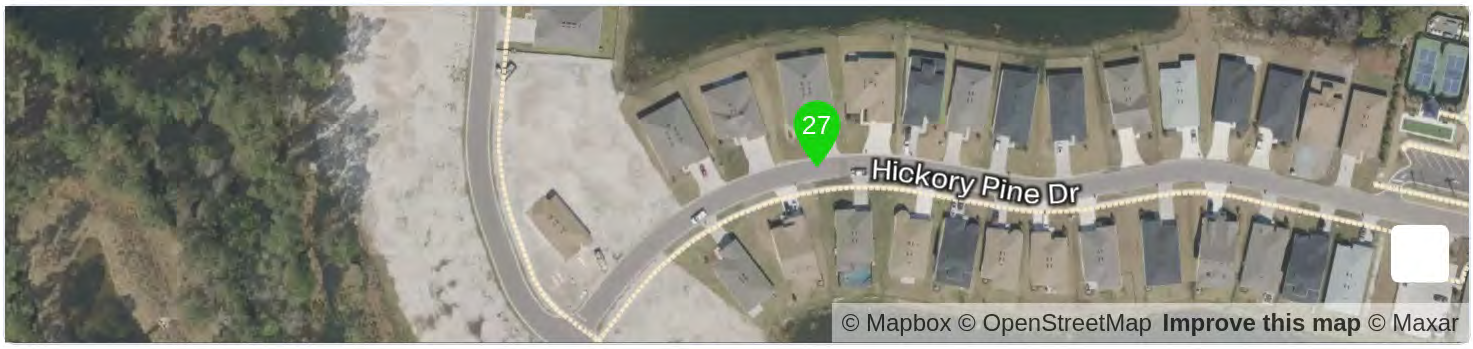


27 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:32 am EDT

Location:



Description:

The pond was unable to be inspected due to access.

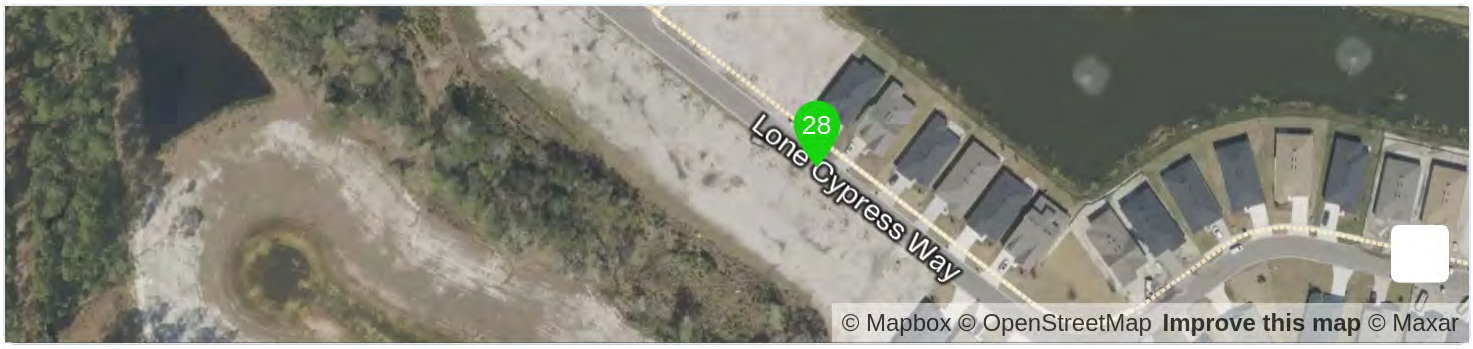


28 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:33 am EDT

Location:



Description:

The pond was not able to be inspected due to access.



29 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:34 am EDT

Location:



Description:

The pond was unable to be inspected due to access.



30 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:34 am EDT

Location:



Description:

The pond was unable to be inspected due to access.



31 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:35 am EDT

Location:



Description:

The pond was unable to be inspected due to access.



32 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:36 am EDT

Location:



Description:

At the time of inspection the pond was not able to be accessed because the easements had residential fences that prevented access.

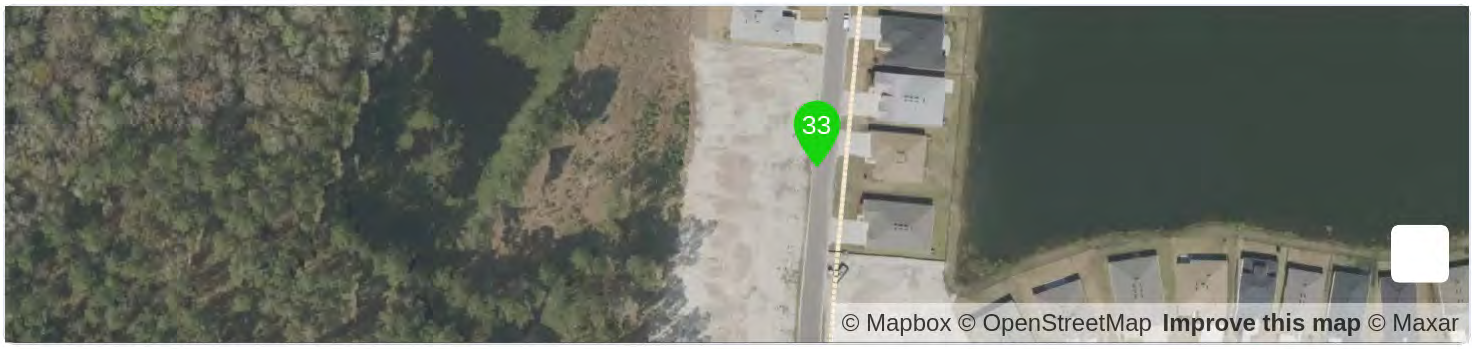


33 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:38 am EDT

Location:



Description:

The pond was unable to be inspected due to access.



36 **Needs Action**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 10:56 am EDT

Location:



Description:

At the time of inspection the mitered end structure was completely submerged and was unable to be inspected. However, there is a large depression in the ground above where the pipe should be. Further evaluation is recommended to see if the pipe is broken.


Sep 28, 2026 at 10:54 am EDT


Sep 28, 2026 at 10:54 am EDT


Sep 28, 2026 at 10:54 am EDT

48 **Needs Action**

Pin Type: General **Categories:** Safety Control Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:22 am EDT

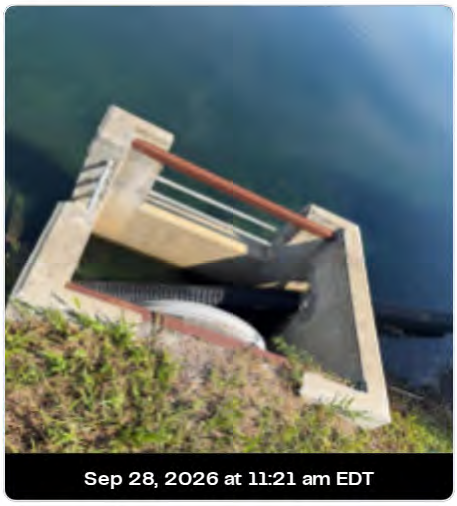
Location:



Description:

At the time of inspection the control structure was missing the lid. It is recommended to cover the structure ASAP with a temporary solution until a steel grate can be ordered and installed. The draw down orifice pipe was not found. There is a knockout opening with a corrugated flex pipe set into the opening. This corrugated pipe shall be removed and a proper draw down tee will need to be installed per plan.


Sep 28, 2026 at 11:21 am EDT


Sep 28, 2026 at 11:21 am EDT

54 **Needs Action**

Pin Type: General **Categories:** Mitered End Structure

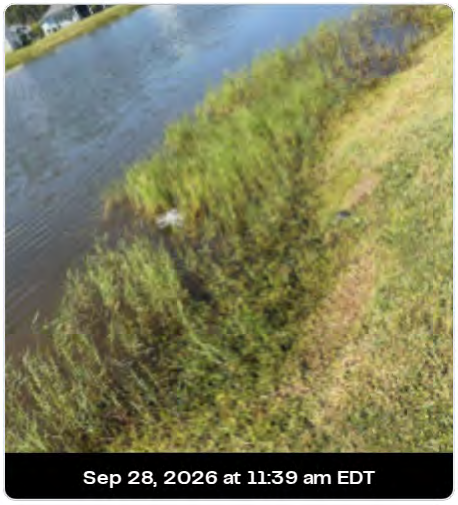
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 11:40 am EDT

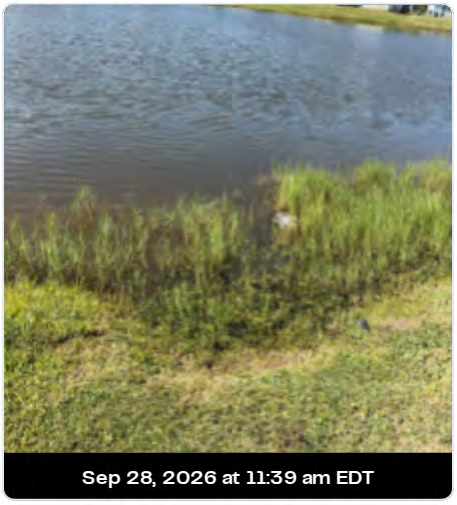
Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. There is a depression in front of the structure, it is recommended to have the pipe run TV'd for further evaluation.


Sep 28, 2026 at 11:39 am EDT


Sep 28, 2026 at 11:39 am EDT

57 **Needs Action**

Pin Type: General **Categories:** Mitered End Structure

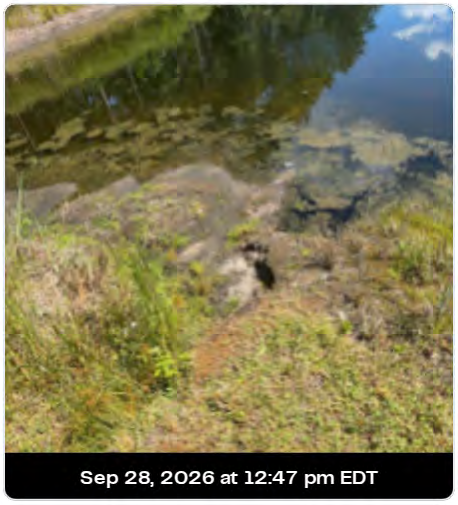
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 12:48 pm EDT

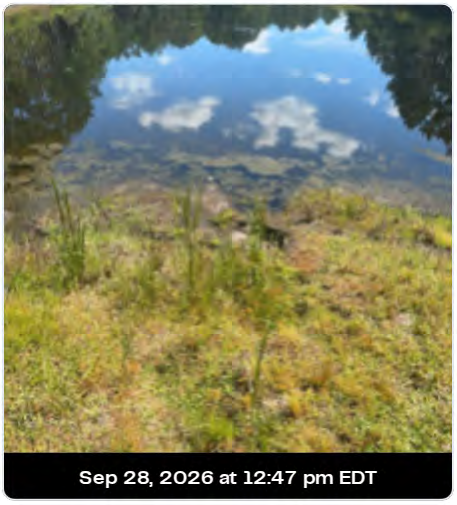
Location:



Description:

At the time of inspection the structure was completely submerged and was unable to be inspected. There is a depression in the bank. Further evaluation is recommended, TV the section of pipe.


Sep 28, 2026 at 12:47 pm EDT

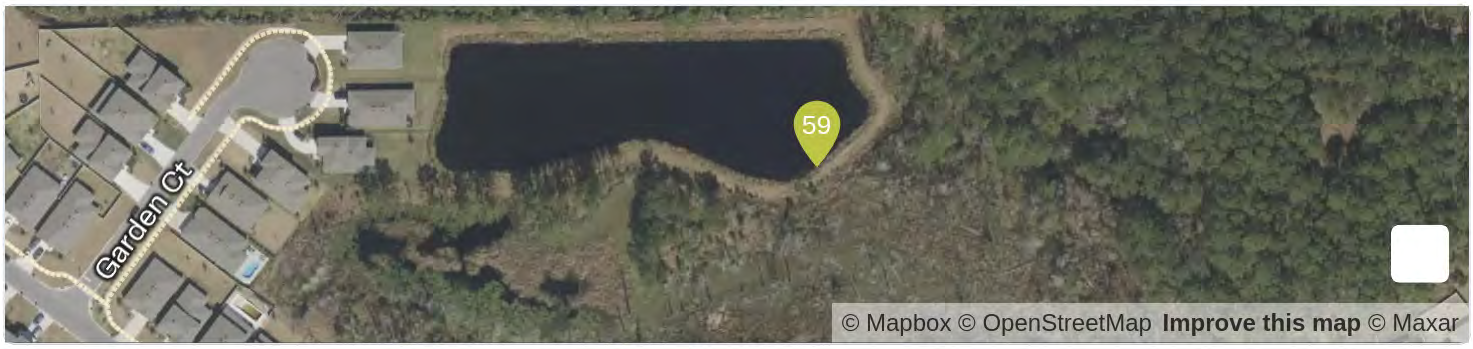

Sep 28, 2026 at 12:47 pm EDT

59 **Needs Action**

Pin Type: General **Categories:** Outfall

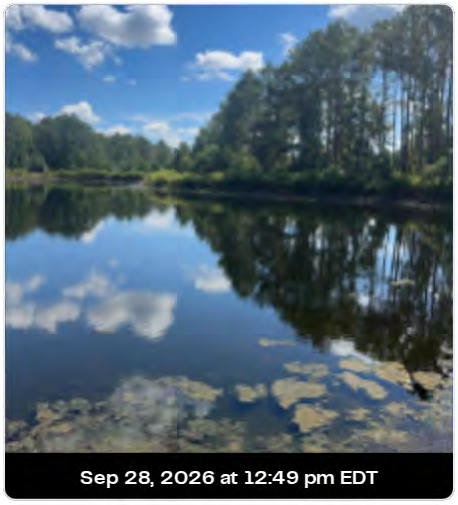
Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 12:50 pm EDT

Location:



Description:

At the time of inspection the maintenance trail was overgrown and there was a fence blocking the entrance as well. It is recommended to keep the maintenance easement free from overgrowth and fencing.


Sep 28, 2026 at 12:49 pm EDT

62 **Needs Action**

Pin Type: General **Categories:** Control Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 1:00 pm EDT

Location:



Description:

At the time of inspection the wier seemed to be functioning as designed. It is recommended to clear the excess vegetation behind the structure to allow the system to flow freely.


Sep 28, 2026 at 12:59 pm EDT


Sep 28, 2026 at 12:59 pm EDT

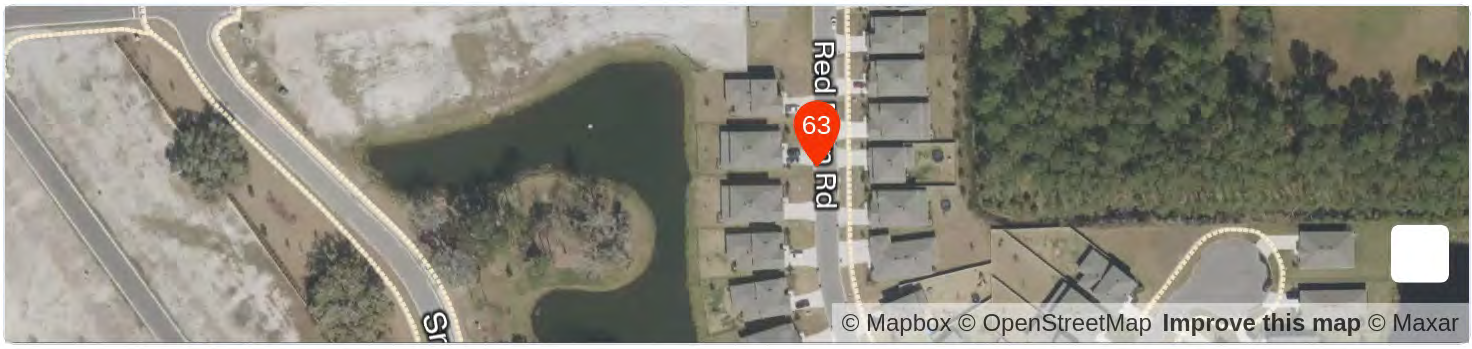

Sep 28, 2026 at 12:58 pm EDT

63 **Needs Action**

Pin Type: General **Categories:** Drainage Inlet

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 1:02 pm EDT

Location:



Description:

Remove trash from system, typical.


Sep 28, 2026 at 1:02 pm EDT

64 **Needs Action**

Pin Type: General **Categories:** Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 1:05 pm EDT

Location:



Description:

At the time of inspection the mitered end structure was completely submerged and was unable to be inspected. However, there is a large depression in the area of the MES beginning at the fence line. Further evaluation is recommended. Having this run of pipe TV'd will help narrow into the issue. It isnt uncommon for erosion similar to this to exist near a pond bank fence line as well. The association may attempt backfilling, compacting and stabilizing the area prior to making the investment into cleaning and TV'ing the line.


Sep 28, 2026 at 1:03 pm EDT


Sep 28, 2026 at 1:03 pm EDT

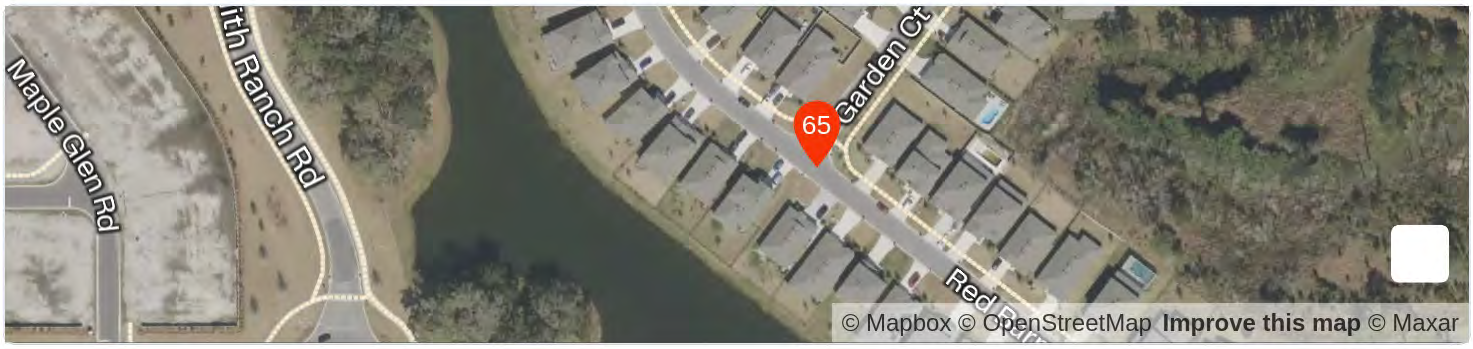

Sep 28, 2026 at 1:03 pm EDT

65 **Needs Action**

Pin Type: General **Categories:** Drainage Inlet Mitered End Structure

Created by:
Clancy Houston
Project Manager
Sep 28, 2026 at 1:08 pm EDT

Location:



Description:

At the time of inspection there was trash in the drainage inlet. It is recommended to have the trash removed. The mitered end structure was unable to be inspected due to a fence blocking the easement. Easements are meant to be free and clean of obstructions.


Sep 28, 2026 at 1:07 pm EDT


Sep 28, 2026 at 1:07 pm EDT

66 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 29, 2026 at 11:50 am EDT

Location:



Description:

At the time of inspection the pond was not able to be accessed. It is recommended to cut a maintenance path and to keep it maintained for inspection and maintenance purposes. The pond banks appeared to be in stable condition from the aerial images. A drone was used to inspect the banks.

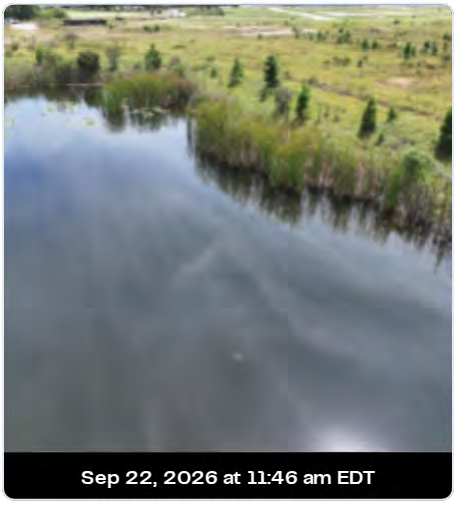

Sep 22, 2026 at 11:45 am EDT


Sep 22, 2026 at 11:45 am EDT


Sep 22, 2026 at 11:45 am EDT


Sep 22, 2026 at 11:46 am EDT

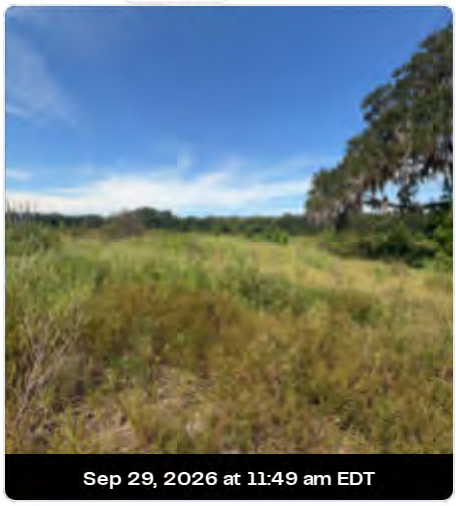

Sep 22, 2026 at 11:46 am EDT


Sep 22, 2026 at 11:46 am EDT

66 **Needs Action** *(continued)*

Created by:
Clancy Houston
Project Manager
Sep 29, 2026 at 11:50 am EDT

Pin Type: General



67 **Needs Action**

Pin Type: General **Categories:** Pond Bank

Created by:
Clancy Houston
Project Manager
Sep 29, 2026 at 11:54 am EDT

Location:



Description:

At the time of inspection there was no way to access the pond. A maintenance trail is recommended to be installed and maintained for inspection and maintenance purposes. From an aerial view, the pond banks appear to be in stable condition. However, the weir in the back needs to be cleared of debris and vegetation in front of the structure.


Sep 22, 2026 at 11:44 am EDT


Sep 22, 2026 at 11:44 am EDT


Sep 22, 2026 at 11:44 am EDT


Sep 22, 2026 at 11:44 am EDT

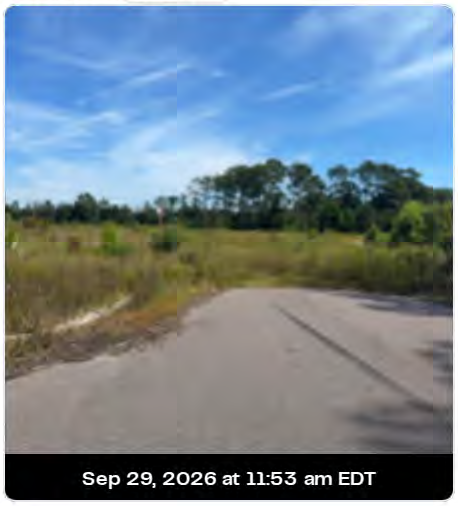

Sep 22, 2026 at 11:44 am EDT


Sep 22, 2026 at 11:43 am EDT

67 **Needs Action** *(continued)*

Created by:
Clancy Houston
Project Manager
Sep 29, 2026 at 11:54 am EDT

Pin Type: General



TENTH ORDER OF BUSINESS

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

SETTLEMENT AGREEMENT

DAY LATE ENTERPRISES, INC. AND HOMESTEAD INVESTMENTS, LLC,
as Landowner,

PULTE HOME COMPANY, LLC,
as Purchaser,

GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT,
as Issuer,

and

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

Effective as of October 19, 2026

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered this 19th day of October 2026 ("Effective Date"), by and among the **Grand Oaks Community Development District**, a local unit of special-purpose government organized and existing under the laws of the State of Florida ("District" or "Issuer"), **Day Late Enterprises, Inc.**, a Florida corporation, and Homestead Investments, LLC, a Florida limited liability company (collectively, the "Landowner"), **Pulte Home Company, LLC**, a Michigan limited liability company ("Purchaser"), and **U.S. Bank Trust Company, National Association**, a national banking association duly organized and existing under the laws of the United States of America in its capacity as trustee ("Trustee" or "USBCT") for the Bonds (hereinafter defined) under the Indentures (hereinafter defined).

Below, the District, the Landowner, the Purchaser and the Trustee are further referred to individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the District was established by Ordinance No. 2018-47 adopted by the Board of County Commissioners of St. Johns County, Florida ("County"), under the Uniform Community Development District Act of 1980, Chapter 190, Fla. Stat., as amended ("Act"), and is validly existing under the Constitution and laws of the State of Florida;

WHEREAS, the District has adopted improvement plans for the planning, design, acquisition, construction and installation of various infrastructure improvements and facilities, which are embodied in the Master Engineer's Report for Grand Oaks Community Development District dated August 2018, as supplemented by the Supplemental Engineer's Report dated January 30, 2020, as revised August 17, 2020 (collectively, the "Capital Improvement Plan");

WHEREAS, the Capital Improvement Plan was prepared on behalf of and adopted by the District in support of certain community development services and facilities for the benefit of a master planned residential community known as "Grand Oaks" (the "Development") of approximately 450 gross acres (the "District Lands");

WHEREAS, phase one of the Development consists of approximately 202.43 acres ("Assessment Area 1"), phase two of the Development consists of approximately 166.2 acres ("Assessment Area 2") and phase three of the Development consists of approximately 81.37 acres ("Assessment Area 3");

WHEREAS, the Landowner is the owner of the parcels in **Attachment A-1** (the "Delinquent Parcels"), which are situated within Assessment Area 2 or Assessment Area 3;

WHEREAS, under Chapters 170 and 190, Fla. Stat., to fund the Capital Improvement Plan the District levied special assessments against real property in Assessment Area 2 and Assessment Area 3 benefitting from the Capital Improvement Plan ("Debt Assessments"), which assessments are currently allocated as described in that certain *Master Assessment Methodology Report* dated August 30, 2018, as supplemented (collectively, the "Assessment Report");

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WHEREAS, the District financed the design, acquisition and construction of a portion of the improvements described in the Capital Improvement Plan related to Assessment Area 2 and Assessment Area 3 from the sale of its Special Assessment Revenue Bonds, Series 2020 ("Series 2020 Bonds"), and Special Assessment Revenue Bonds, Series 2021 ("Series 2021 Bonds," and together with the Series 2020 Bonds, the "Bonds"), respectively;

WHEREAS, the Series 2020 Bonds were issued under authority granted in the Act and the *Master Trust Indenture,* dated as of October 1, 2018 ("Master Indenture"), as amended and supplemented by the *Third Supplemental Trust Indenture* dated as of September 1, 2020 (together with the Master Indenture, the "2020 Indenture"), each by and between the District and the Trustee;

WHEREAS, the Series 2021 Bonds were issued under authority granted in the Act and the Master Indenture, as amended and supplemented by the *Fourth Supplemental Trust Indenture* dated as of November 1, 2021 (together with the Master Indenture, the "2021 Indenture," and the 2020 Indenture together with the 2021 Indenture, the "Indentures");

WHEREAS, various instruments have been recorded against the Delinquent Parcels in the Official Records in and for the County ("Official Records"), including but not limited to those documents identified in **Attachment B** (collectively, the "Recorded District Instruments");

WHEREAS, Debt Assessments allocated to the Delinquent Parcels were due and unpaid for certain fiscal years prior to Fiscal Year 2026-2027,[1] in the amounts set forth in Attachment A-1 for each Delinquent Parcel ("Delinquent Debt Assessments"), as well as interest, penalties and unpaid legal fees owed by the Landowner that accrue under Florida law;

WHEREAS, because the Delinquent Debt Assessments were not paid by the Landowner for the Delinquent Parcels, Events of Default under Article X of the Master Indenture have occurred in relation to the Bonds;

WHEREAS, maintenance assessments levied by the District under Section 190.021(3) of the Act (the "Maintenance Assessments") allocated to the Delinquent Parcels were due and unpaid for certain fiscal years prior to Fiscal Year 2026-2027, in the amounts set forth in Attachment A-1 for each Delinquent Parcel ("Delinquent Maintenance Assessments", and together with the Delinquent Debt Assessments, the "Delinquent Assessments"), as well as interest and penalties that accrue under Florida law;

WHEREAS, W. Gardner, LLC ("Gardner") filed a lawsuit against the Landowner, among others, in the Circuit Court in and for St. Johns County, Florida, Case No. 2023-CA-1359, and, in connection therewith, Gardner recorded a Notice of Lis Pendens on all or a portion of the Delinquent Parcels in the Official Records of the County, Doc #2023035999, Book 5755, Page 1254 (the "Gardner Lien");

WHEREAS, Independent Construction of the Treasure Coast, LLC ("ICTC") filed a lawsuit against the Landowner, among others, in the Circuit Court in and for St. Johns County, Florida,

[1] The District's fiscal year is October 1 to the following September 30 ("Fiscal Year").

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Case No. 2024-CA-0343, and, in connection therewith, ICTC recorded a Notice of Lis Pendens on all or a portion of the Delinquent Parcels in the Official Records of the County, Doc #2024029661, Book 5935, page 46 (the "ICTC Lien," and together with the Gardner Lien, the "Landowner Liens");

WHEREAS, the Development is subject to the Grand Oaks Planned Unit Development which is subject to a Concurrency and Impact Fee Credits Agreement between Southeast Development Partners, LLC ("Southeast") and the County recorded in the Official Records of the County, Book 4618 Page 1451 (the "Concurrency Agreement");

WHEREAS, although the Concurrency Agreement required, among other things, that Southeast pay costs of certain road improvements, Southeast did not pay such costs resulting in the County suspending the approval of plats and the construction of any new homes in the Development;

WHEREAS, the Purchaser now desires to purchase and the Landowner desires to sell the portions of the Delinquent Parcels described in Attachment A-2 (the "Purchaser Parcels") under that certain Omnibus Contract (Grand Oaks – Phases 1D1, 1D2, 2A1, 2A2, 2B, 2C, 2D and 2E) with an Effective Date of October 1, 2026, as amended by that certain First Amendment to Omnibus Contract and as may be further amended from time-to-time (collectively, the "Purchase Contract"), with an anticipated closing date on or about January 20, 2027 (the "Closing Date");

WHEREAS, under the Purchase Contract, the Purchaser has agreed with Landowner, *inter alia*, that Purchaser will pay to the Trustee upon and subject to the consummation of closing under the Purchase Contract the Delinquent Debt Assessments that would have been due through the end of Fiscal Year 2025-2026 but for the Debt Assessments having been accelerated automatically under Florida law, together with the de-accelerated Debt Assessments for Fiscal Year 2026-2027 to be prorated between the Landowner and Purchaser and paid to the Trustee as described in the Purchase Contract;

WHEREAS, separately under the Purchase Contract, the Landowner has agreed inter alia to pay to the District on or before the Closing Date the Delinquent Maintenance Assessments due through the end of Fiscal Year 2025-2026, with Maintenance Assessments for Fiscal Year 2026-2027 to be pro-rated between the Landowner and Purchaser and paid to the District as described in the Purchase Contract;

WHEREAS, in order to resolve issues resulting from Southeast's failure to perform under the Concurrency Agreement and the moratorium imposed by the County on approval of new building permits and plans, the Purchaser anticipates entering into with the County a Grand Oaks Transportation Mitigation Development Agreement (the "Transportation Agreement") and it is anticipated that the County will approve a major modification to the Grand Oaks Planned Unit Development (the "PUD Amendment") each in substantially the form attached hereto as **Attachment C**, which Transportation Agreement and PUD Amendment remain subject final approval by the Purchaser and the County following a public hearing to be conducted by the Board of County Commissioners on October 20, 2026;

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WHEREAS, under the Transportation Agreement, subject to payment of the Total Mitigation (as defined therein) at the times required therein and, in exchange therefor, the Purchaser shall receive certain road impact fee credits and be entitled, subject to the requirements of the Transportation Agreement, to (a) record applicable subdivision plats or land within Assessment Area 2 and Assessment Area 3, and (b) receive building permits for homes to be constructed on lots in Assessment Area 2 and Assessment Area 3 and, upon completion of construction of a home, receive a certificate of occupancy for such home without restriction related to traffic or transportation concurrency, all as further described in the Transportation Agreement; and

WHEREAS, the District, the Landowner, the Purchaser and the Trustee, at the direction of and on behalf of the Majority Owners (as defined in the Indentures) of the Outstanding (as defined in the Indentures) principal amount of the Bonds ("Directing Owners"), acknowledge and agree that it is in their respective and collective best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the full and timely performance by each Party of each of this Agreement in the manner below, the Parties agree as follows:

ARTICLE I
ACKNOWLEDGEMENTS

1.1 AFFIRMATION OF RECITALS. The Recitals above contained are true and correct and by this reference made a material part of this Agreement.

1.2 ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES OF THE PARTIES. Each Party affirmatively and respectively makes for themselves the acknowledgments, representations and warranties in **Attachment D**, as applicable, on which the Party acknowledges that every other Party is relying for purposes of entering into this Agreement, and on which Directing Owners are relying for purposes of directing to USBCT to execute this Agreement.

1.3 NO WAIVER. Except with respect to the payment of the Settlement Amounts (as hereinafter defined), Landowner and Purchaser hereby acknowledge that nothing in this Agreement is intended to serve as a waiver of any payment or other obligation of the Landowner or the Purchaser (but Purchaser shall only have Future Obligations with respect to the Delinquent Parcels if Purchaser closes on the Purchaser Parcels) coming due and payable from and after the Effective Date of this Agreement (including those obligations set forth in the Recorded District Instruments and Indentures) (collectively, the "Future Obligations"), and each Future Obligation shall continue in full force and effect. The Landowner and the Purchaser hereby further acknowledge that the Trustee and Beneficial Owners (as defined in the Indentures) reserve their rights to act with respect to the Delinquent Assessments now or hereafter existing under Florida law and the Recorded District Instruments until such time as the Settlement Amounts for the Delinquent Parcels are paid pursuant to Article II, below.

1.4 INFORMED AND VOLUNTARY SIGNATURE. The Landowner and Purchaser hereby acknowledge and agree that each has (a) read and understands the contents of this Agreement, (b) had the opportunity to consult counsel of its choice throughout all of the negotiations that preceded the execution of this Agreement, and (c) acted voluntarily and without duress in connection with the execution and delivery of this Agreement after reviewing and understanding each provision of

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this Agreement and without reliance upon any promise or representation of any person or persons acting for or on behalf of the District, the Trustee or Beneficial Owners, except as expressly set forth in this Agreement.

1.5 OTHER LANDS OF PURCHASER IN THE DISTRICT. As of the Effective Date, Purchaser owns other lands within the District which are separate and apart from the Purchaser Parcels that Purchaser is contracted to purchase under the Purchase Contract (the "Other Purchaser Lands"). Notwithstanding anything in this Agreement to the contrary, (i) this Agreement does not affect, concern or relate to the Other Purchaser Land or Purchaser in connection with its ownership or development of the Other Purchaser Lands.

ARTICLE II
AGREEMENT TO SETTLE DELINQUENT ASSESSMENTS

2.1 SETTLEMENT OF DELINQUENT ASSESSMENTS. Subject to the satisfaction of the Landowner Conditions and the Purchaser Conditions (hereinafter defined) set forth in Section 2.2, the District, with the consent of the Trustee at the direction of the Directing Owners, agrees to accept payment of the Settlement Amounts for the Delinquent Parcels in full satisfaction of the Delinquent Assessments and the District and the Trustee (for itself and at the direction of the Directing Owners) waive and release the Landowner and the Purchaser, and their respective successors and assigns, and the Delinquent Parcels from and against any and all default rate interest, "statutory" interest, penalties, late charges, costs, and attorneys' fees accrued or accruing on or with respect to the Delinquent Assessments under Florida law, the Indentures, or the Recorded District Instruments. Notwithstanding anything in this Agreement to the contrary, during the term of this Agreement, which shall commence on the Effective Date and end on the earlier of (a) a Termination Event as defined in Article III below, and (b) full satisfaction of the Landowner Conditions and the Purchaser Conditions, the District will forbear from pursuing its rights and remedies as to the (i) Delinquent Assessments, (ii) Recorded District Instruments, and (iii) any other rights under Florida law arising because of the default in the payment of Debt Assessments or Maintenance Assessments (collectively, "Remedial Actions").

Except with respect to the matters set forth in this Agreement relating to the Delinquent Parcels, the above agreement by the District, with the consent of the Trustee at the direction of the Directing Owners, is not intended by the Parties to be, and shall not be construed as, a waiver by the Trustee or the Beneficial Owners of any existing and continuing defaults of the District under the Indentures, it being acknowledged and agreed that no such waiver will be effected hereby.

If the Landowner and the Purchaser fully satisfy the Landowner Conditions and Purchaser Conditions, respectively, in Section 2.2 below, the District and the Trustee shall de-accelerate the Delinquent Assessments after which the Debt Assessments, beginning with Fiscal Year 2026-2027, will be allocated and collected in annual installments in accordance with the Assessment Report and related proceedings ("Assessment De-Acceleration").

Within three (3) Business Days after full satisfaction of the Landowner Conditions and Purchaser Conditions, the District shall deliver to the Landowner, the Purchaser, and the Purchaser's title insurer (a) a written certification that the Debt Assessments and Maintenance

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Assessments levied against the Delinquent Parcels are current, that no default exists with respect thereto, and that the Assessment De-Acceleration has occurred, and (b) a release, in recordable form, of any notice of default or similar instrument recorded by or on behalf of the District or the Trustee against the Delinquent Parcels with respect to the Delinquent Assessments ("Estoppel and Release").

2.2 CONDITIONS TO SETTLEMENT. To induce the Trustee, on behalf of and with the consent of the Directing Bondholders, and the District to enter into this Agreement:

(a) *Landowner Conditions to Settlement:* The Landowner (the following conditions (a)(i-iii) are collectively referred to as the "Landowner Conditions"):

(i) acknowledges, represents and agrees to the imposition and allocation by the District of the Debt Assessments;

(ii) waives any defenses, affirmative defenses, counterclaims and offsets relating to the Debt Assessments; and

(iii) on or before the earlier of the Closing Date and January 30, 2027, agrees to (i) wire or cause to be wired to the District, the Delinquent Maintenance Assessments of $805,224.34 and the Landowner's pro-rata share of Maintenance Assessments for Fiscal Year 2026-2027 of $106,684.22, and (ii) credit against the purchase price payable by Purchaser to Landowner under the Purchase Contract, the Landowner's pro-rata share of Debt Assessments for Fiscal Year 2026-2027 of $165,659.65 (collectively, the "Landowner Settlement Amounts"), pursuant to written wiring instructions received by the Landowner under separate cover.

(b) *Purchaser Conditions to Settlement:* The Purchaser (the following conditions (b)(i-iii) are collectively referred to as the "Purchaser Conditions"):

(i) acknowledges, represents and agrees to the imposition and allocation by the District of the Debt Assessments;

(ii) waives any defenses, affirmative defenses, counterclaims and offsets relating to the Debt Assessments;

(iii) on or before the earlier of the Closing Date and January 30, 2027, but only if closing on Purchaser's purchase of the Purchaser Parcels is consummated, agrees to wire (i) to the District, the Purchaser's pro-rata share of Maintenance Assessments for Fiscal Year 2026-2027 $240,992.02, and (ii) to the Trustee, the Delinquent Debt Assessments

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

of [$1,164,063.98],[2] which will increase between the Effective Date of this Agreement and the Closing Date due to the payment of Trustee fees and expenses resulting from the Events of Default, pursuant to written instructions received by the Purchaser under separate cover (the "Purchaser Settlement Amounts" and together with the Landowner Settlement Amounts, the "Settlement Amounts");

(iv) on or before the earlier of the Closing Date and January 30, 2027, but only if closing on Purchaser's purchase of the Purchaser Parcels is consummated, the Purchaser executes a True-Up Agreement and Collateral Assignment in the substantially the forms of **Attachment E** and **F**, respectively; and

The Landowner Conditions and the Purchaser Conditions are several and not joint. The Landowner shall have no liability for any failure of the Purchaser to satisfy the Purchaser Conditions, and the Purchaser shall have no liability for any failure of the Landowner to satisfy the Landowner Conditions. Notwithstanding anything in this Agreement to the contrary, Purchaser shall not have any obligation or liability to pay the Purchaser Settlement Amounts unless Purchaser's purchase of the Purchaser Parcels is consummated.

2.3 NO WAIVER. The Landowner and the Purchaser, each hereby acknowledges that nothing in this Agreement is intended to serve as a waiver of any payment or other obligations relating to the Future Obligations, and each Future Obligation will continue in full force and effect. The Landowner and the Purchaser, each hereby acknowledges that the District and the Trustee reserve all their rights to act with respect to the Future Obligations, and under Florida law now or hereafter existing following the Effective Date with respect to the Future Obligations.

2.4 FURTHER ASSURANCES. Each Party shall execute and deliver such further documents and instruments, and take such further actions, as may be reasonably necessary or appropriate to carry out the intent and purposes of this Agreement, including such reasonable cooperation as may be required to release of record any matters resolved by this Agreement and to enable the clearance of title to the Property in connection with the resolution of the Landowner Liens.

ARTICLE III
TERMINATION EVENTS AND REMEDIES

3.1 TERMINATION EVENTS. This Agreement shall automatically terminate, without the need for notice to the Landowner or the Purchaser, or any other action by the Trustee, upon the

[2] To be finalized immediately prior to closing to account for Trustee fees and expenses drawn from the Trust Estate for the Bonds and due through the Closing Date, while ensuring debt service is brought current through November 1, 2026, and reserve accounts replenished to meet the reserve requirement. The Landowner and Pulte will be responsible for the final allocation of amounts necessary amongst themselves.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

occurrence of any one of the following prior to the Settlement Amounts being paid pursuant to the terms of this Agreement (each of which shall be a "Termination Event" under this Agreement):

(a) The Transportation Agreement is not approved by the County, executed by the County and the Purchaser, and effective on or before November 15, 2026;

(b) The Landowner is the subject of a bankruptcy, receivership, order of a court, adverse governmental action, reorganization or dissolution against the Landowner prior to the Closing Date, which materially impairs Landowner's rights and/or obligations under this Agreement;

(c) the sale of any portion of the Delinquent Parcels without the Landowner Conditions and Purchaser Conditions in Section 2.2 above having been satisfied in full before the Closing Date;

(d) failure by Landowner or Purchaser to comply with any provision, covenant or agreement of this Agreement in any material respect and such failure continues for a period of ten (10) Business Days after notice thereof to the Landowner and the Purchaser (expressly excluding a failure by the Landowner or the Purchaser to pay Settlement Amounts on or before January 30, 2027, which shall constitute an automatic Termination Event for which no notice is required); or

(e) if any of the representations or warranties made under this agreement by or on behalf of the Landowner or the Purchaser (including the Recitals hereto) shall not have been true, accurate or complete in any material respect when made and such failure renders any material provision of this Agreement to be invalid and unenforceable.

3.2 REMEDIES UPON OCCURRENCE OF TERMINATION EVENT. Following any Termination Event under this Agreement, the conditional settlement granted under Section 2.1 shall immediately and automatically terminate, this Agreement shall be null and void and of no further force and effect and each of the District and the Trustee will have all Remedial Actions available to them under this Agreement, the Indentures, the Recorded District Instruments and Florida law including, without limitation, foreclosure of the Accelerated Assessments and the other Delinquent Assessments. Termination of this Agreement shall not affect the rights and remedies of the District and the Trustee provided for in the District Recorded Instruments, the Indentures and under Florida law, as applicable, all of which shall specifically survive termination of this Agreement.

For avoidance of doubt, the District and the Trustee shall not have any right or remedy, legal or equitable, against the Purchaser as they may relate to matters that are the subject of this Agreement, and the District and the Trustee hereby waive and release Purchaser from and against any and all rights and remedies, legal and equitable (including, but not limited to, any claim that the Purchaser is in any way obligated to pay the Purchaser Settlement Amount) as they may related to matters that are the subject of this Agreement, in the event of a Termination Event. Expressly excluded are any claims the District or the Trustee may have in relation to the Purchaser's failure

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

to pay special assessments on or comply with any agreements relating to the Purchaser's other properties in the District.

3.3 USBCT ACKNOWLEDGMENT AND AGREEMENT; OBLIGATIONS OF THE DISTRICT.

(a) USBCT, at the direction of Directing Owners, acknowledges and agrees that by entering into this Agreement, the District will forbear Remedial Actions during the term of this Agreement which it is otherwise required to undertake under the Indentures. The District's failure to pursue Remedial Actions, unless otherwise agreed to by the Parties, shall not constitute a violation of the District's obligations under the Indentures as they relate to the subject matter of this Agreement.

(b) In the event this Agreement is terminated, the Parties agree the District shall pursue Remedial Actions with expediency as required under the Indentures, except as may be limited by Assessment De-Acceleration in Section 2.1 above. All other obligations of the District set forth in the Indentures remain unchanged.

ARTICLE IV
TOLLING

4.1 TOLLING. The Landowner unconditionally acknowledges and affirms that any applicable statute of limitations period with respect to the Remedial Actions available to the District or the Trustee is tolled from the date of the Landowner's default in the payment of Debt Assessments (the "Default Date") during the term of this Agreement. The time between the Default Date and any termination of this Agreement shall not be included in determining the applicability of any statute of limitations, laches or other defense asserted by the Landowner in defending against any tolled claims and any action between or among the Parties to this Agreement that relate to the Remedial Actions.

ARTICLE V
RELEASES;
USBCT INDEMNIFICATION

5.1 RELEASE OF DISTRICT AND TRUSTEE PARTIES.

(a) *Release of District and Trustee Released Group.* The Landowner hereby releases and forever discharges each of the Beneficial Owners, the District and the Trustee, and all persons controlling, controlled by, or under common control with any of the above, any of their trustees, agents, employees, directors, officers, attorneys and advisors and successors in interest (collectively, the "District and Trustee Released Group") of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action which the Landowner may now have or claim to have against any such member of the District and Trustee Released Group prior to and as of the Effective Date, and whether known or unknown, and of every nature and extent including, without limitation, arising out of, founded upon or in any way relating to the District, the Bonds, the Debt Assessments, the Maintenance Assessments, and the District Recorded Instruments, or any

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other event or course of conduct arising from such matters; *provided, however*, that nothing in this Section 5.1 releases any right or claim of the Landowner under this Agreement should the District and Trustee fail to affect the Assessment De-Acceleration or the District provide the Estoppel and Release as required herein.

(b) *Release Binding on Affiliated Parties.* The provisions, waivers and releases set forth in Section 5.1(a) shall be binding on the Landowner and its members, affiliates, directors, officers, agents, employees, assigns and successors in interest, respectively. The provisions, waivers and releases of Section 5.1(a) shall inure to the benefit of each member of the District and Trustee Released Group.

(c) *Right to Release; Indemnification.* The Landowner represents and warrants that it is the sole and lawful owner of all right, title and interest in and to all the claims released hereby and it has not heretofore voluntarily, by operation of law or otherwise, assigned or transferred or purported to assign or transfer to any person any such claim or any portion thereof. The Landowner shall indemnify and hold harmless each member of the District and Trustee Released Group from and against any claim, demand, damage, debt, liability (including payment of attorneys' fees and costs incurred whether litigation is commenced) based on or arising out of any assignment or transfer made by the Landowner filing a claim against the District and Trustee Released Group.

5.2 RELEASE OF LANDOWNER PARTIES**.** Effective upon, and conditioned on, the full satisfaction of the Landowner Conditions and Purchaser's Conditions, the District and the Trustee, and their respective successors, assigns, predecessors, agents, employees, attorneys, and representatives, hereby release, acquit, and forever discharge the Landowner and its successors, assigns, members, shareholders, managers, officers, directors, employees, agents, attorneys, and representatives from any and all claims, demands, causes of action, suits, debts, accounts, damages, judgments, executions, liabilities, obligations, and remedies, whether known or unknown, accrued or unaccrued, in law or in equity, arising from or relating to the Delinquent Assessments (inclusive of any statutory interest, penalties and related fees and expenses). This release expressly excludes defaults that may occur with regard to any Future Obligations.

5.3 CONCERNING USBCT. The Directing Owners, under Article X of the Master Indenture, authorized and directed USBCT to enter into this Agreement and to fulfil the obligations of the Trustee under this Agreement, all in accordance with and subject to the duties and obligations of the Trustee under the Indentures. The rights, duties, obligations, protections, immunities and indemnities of USBCT under this Agreement shall, except as otherwise expressly provided here, be governed by the applicable provisions of the Indentures (including, without limitation, Article XI of the Master Indenture), which provisions are incorporated by reference.

ARTICLE VI
COOPERATION AND FURTHER ASSURANCES

6.1 COOPERATION. Each Party agrees to take such further action and to execute such other documents, instruments and writings as may be necessary, proper, required, desirable, or convenient for the purpose of fully effectuating the terms and provisions of this Agreement.

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6.2 FURTHER ASSURANCES. Each Party agrees to execute and deliver such other documents and do such further acts as may be required or reasonably requested by the Parties to carry out the intent and purposes of this Agreement and carry out the terms of this document. Without limiting the generality of the above, the Landowner acknowledges that the District and the Trustee may pursue Remedial Actions for purposes of enforcing the collection of delinquent special assessments on other parcels in the District and, assuming the foreclosure(s) is successful, the Trustee or its designee intends to take title to the foreclosure property and market the property for sale for the benefit of the Trust Estates for the Bonds.

ARTICLE VII
MISCELLANEOUS

7.1 EXCULPATION OF USBCT. Except as otherwise specifically provided here, USBCT has executed this Agreement only in its capacity as Trustee under the Indentures, and only to evidence the consent of the Directing Owners to the transactions, covenants and obligations contemplated here, and not individually or for being bound in its individual or corporate capacity; *provided, however*, that USBCT has responsibility for the truth and accuracy of its representations relating to such consent. USBCT shall not have any individual or personal liability under or related to this Agreement other than as provided in the preceding sentence.

7.2 *NOTICES.* All notices, demands, requests, consents and other communications required under this Agreement ("Notice") shall be delivered in writing and by (i) a nationally recognized courier service, to the persons and addresses identified in **Attachment G** attached; and (ii) electronic mail, return receipt requested. Each such Notice shall be effective when delivered at the physical mailing or electronic mailing address specified in Attachment G, or to a substitute address with respect to which all other Parties have been given Notice in the manner required by this Section.

7.3 SUCCESSORS AND ASSIGNS. This Agreement and the terms and provisions herein shall be binding on, and shall inure to the benefit of, the Parties and their legal representatives, heirs, successors and permitted assigns. Despite the foregoing, neither the Landowner nor the Purchaser may assign this Agreement without the express written consent of the District and the Trustee, which consent may be withheld in their sole discretion.

7.4 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts together constitute but the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Any signature or initial on a copy of this Agreement, any other document or agreement described herein, or any document necessary or convenient thereto sent electronically or by facsimile shall be binding on transmission and the electronic or facsimile copy may be used for all purposes of this Agreement as if an original.

7.5 SEVERABILITY. If any provision of this Agreement shall be finally determined to be unlawful or unenforceable as applied to any situation in any jurisdiction or jurisdictions, this Agreement shall be reformed and construed in any such jurisdiction or situation as if such unlawful or unenforceable provision had never been contained here and such provision reformed so that it

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would be lawful and enforceable as much as possible in such jurisdiction or in such situation, and every other provision of this Agreement will remain in effect.

7.6 INTEGRATION; AMENDMENT. This Agreement (including the Attachments hereto and made a part of this document) contains the entire understanding among the Parties with respect to the subject matter of this document and supersedes any prior understandings, inducements or conditions, expressed or implied, written, or oral, among them respecting the subject matter contained here. This Agreement may not be modified or amended, other than by an agreement in writing executed by and on behalf of the Party sought to be bound by such modification or amendment.

7.7 LEGAL REPRESENTATION. Each Party has been represented by legal counsel in connection with the negotiation of this Agreement and the transactions contemplated. Each Party and its counsel have had a chance to review and suggest revisions to the language of this Agreement. Accordingly, no provision of this Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any Party because of any Party having or being deemed to have structured or drafted such provision.

7.8 THIRD-PARTY BENEFICIARIES. The Parties agree and acknowledge that USBCT is executing this Agreement with the consent of, and at the direction of, the Directing Owners. This Agreement is solely for the benefit of the Parties and Beneficial Owners, and no right or cause of action shall accrue upon or because of, to or for the benefit of any third party not a formal party to this Agreement (except for Beneficial Owners). Nothing in this Agreement expressed or implied is intended or shall be construed to grant any person or corporation other than the Parties and Beneficial Owners any right, remedy or claim under or because of this Agreement or any of the provisions or conditions of this Agreement, and all the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding on the Parties and their representatives, successors, and permitted assigns.

7.9 NO WAIVER. None of the terms or provisions of this Agreement shall be deemed to have been abrogated or waived because of any failure or failures to enforce same. Nothing here or in any other agreement, written or oral, entered by or binding on any Beneficial Owner shall be deemed a limitation on the ability of any Beneficial Owner to sell any or all of its interest in its Bonds to any entity at any time, in its sole and absolute discretion, subject to compliance with all applicable securities laws and regulations.

7.10 AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each Party, each Party has complied with all the requirements of law, and each Party has the authority to comply with the terms and provisions of this Agreement. USBCT further represents and agrees that, with respect to this Agreement, USBCT has secured any necessary consents and approvals of as needed under the Indentures.

7.11 ARM'S LENGTH TRANSACTION; INTERPRETATION. This Agreement has been negotiated fully by the Parties as an arm's length transaction and represents the result of negotiations in good faith between the Parties, each of which has been represented by counsel of its own choosing and none of which has acted under any duress or compulsion whether legal, economic, or otherwise. Consequently, the terms and provisions of this Agreement shall be

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interpreted and construed in accordance with their usual and customary meanings and the Parties each hereby waive the application of any rule of law which would otherwise apply in connection with the interpretation and construction of this Agreement that ambiguous and conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party whose attorney prepared the executed Agreement or any earlier draft.

7.12 ENFORCEMENT OF AGREEMENT. If any Party must enforce this Agreement or any document executed and delivered pursuant to this Agreement by court proceedings or otherwise, then the prevailing Party may recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings. The Parties to this Agreement may, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, including, but not limited to suit for specific performance or injunctive relief, protect and enforce any and all rights existing under Florida law, or granted and contained in this Agreement or any document executed and delivered pursuant to this Agreement, and may enforce and compel the performance of all duties required by this Agreement or any document executed and delivered pursuant to this Agreement.

7.13 APPLICABLE LAW AND VENUE. This Agreement and the provisions contained here shall be construed, interpreted, and controlled according to the laws of the State of Florida without regards to principles of conflicts of laws. Venue for any action arising out of or relating to this Agreement, the relationship of the Parties evidenced hereby, or any document executed pursuant to this Agreement shall lie solely in the Seventh Judicial Circuit Court in and for St. Johns County, Florida and the corresponding courts of appeal, and the Parties consent to the jurisdiction of such courts.

7.14 TIME; BUSINESS DAY. Whenever any time of day or hour is specified here, such time or hour shall be determined based on Eastern Standard Time or Eastern Daylight Savings Time, whichever is then in effect in St. Johns County, Florida. Time is of the essence as to all dates, deadlines and times of performance under this Agreement. For purposes of this Agreement, "Business Day" means and refer to each day, except Saturdays, Sundays and other legal holidays, on which most of the banks in St. Johns County, Florida, are open for business.

7.15 CONSTRUCTION; HEADINGS FOR CONVENIENCE ONLY. Wherever the context requires, the feminine gender shall be substituted for the masculine, the masculine for the feminine, and the neuter for either, the singular shall be substituted for the plural and the plural for the singular. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision in this Agreement.

7.16 DISTRICT AND USBCT LIMITATIONS OF 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, Fla. Stat., or other statute, and nothing in this Agreement shall inure to the benefit of any third party for allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In addition, any provision of this Agreement to the contrary notwithstanding, USBCT has executed this Agreement only in its capacity as Trustee under the Indenture and only to evidence the direction of the Directing Owners to the transactions contemplated here, and not individually or for being bound in its individual or

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

personal capacity. USBCT shall not have any individual or personal liability under or related to this Agreement.

7.17 BANKRUPTCY. The Landowner represents it does not presently intend to file bankruptcy; however, for and in consideration of the covenants and agreements contained herein, each the Landowner for itself covenants and agrees that, to the extent permitted by and enforceable under applicable law (including consideration of public policy) if it should file or be the subject of any other petition under the Bankruptcy Code or any other present or future law relating to bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution, conservatorship, receivership or similar relief for debtors (the Bankruptcy Code and any such other law being referred to herein as an "Insolvency Law"), or if the Landowner shall otherwise commence or be the subject of any other case or proceeding under any Insolvency Law, (i) the Trustee and the District shall be entitled to receive immediate relief from any stay or other restraint (including, without limitation, the automatic stay under 11 U.S.C. §362 of the Bankruptcy Code) imposed by any such Insolvency Law on or against the exercise of any rights, powers or remedies otherwise available to either to the Trustee and the District and, in each such case, subject to the Reciprocal Release, shall be free to pursue foreclosure and other remedies under State law, the Indentures, this Agreement and other any other documents relating to the Debt Assessments, the Maintenance Assessments and the Bonds, and except to enforce the Landowner's rights under the Reciprocal Release, the Landowner shall not contest or cause another party to contest any motion for relief from the automatic stay which may be filed by either the Trustee and hereby waives any objections of defenses thereto; (ii) except to enforce their rights under the Reciprocal Release, the Landowner shall not seek to modify, impair or limit the rights and remedies of the Trustee under sections 11 U.S.C. §506(c) or §552(b), or otherwise; and (iii) the Landowner agrees the Trustee would be a "party in interest" as that term is used in Section 11 U.S.C. §1109 in any bankruptcy case or proceeding of the Landowner, and the Trustee may raise and may appear and be heard on any issue in such bankruptcy case or proceeding. In addition, if any such stay or injunction has been granted, whether heretofore or hereinafter, any party benefitted thereby consents and agrees to the termination of such stay or injunction, subject to the preservation of such party's rights under the Reciprocal Release.

7.18 WAIVER OF JURY TRIAL. THE PARTIES AGREE AS FOLLOWS: (A) EACH OF THEM KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION (AN "ACTION") BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ENFORCEMENT OF ANY RELATED DOCUMENTS, INSTRUMENTS OR AGREEMENTS (WHETHER ORAL OR WRITTEN) WHETHER EXPRESS OR IMPLIED BECAUSE OF A COURSE OF DEALING, A COURSE OF CONDUCT, A STATEMENT OR OTHER ACTION OF ANOTHER PARTY; (B) NO PARTY MAY SEEK A TRIAL BY JURY IN ANY SUCH ACTION; (C) NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION (IN WHICH A JURY TRIAL HAS BEEN WAIVED) WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND (D) NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OF THEM THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

IN WITNESS WHEREOF, the Parties, with intent to be legally bound hereby, have caused this Agreement to be executed by their undersigned lawful representatives, hereunto duly authorized, on the date or dates set forth below.

[SIGNATURE PAGES TO FOLLOW]

LANDOWNER SIGNATURE PAGE

DAY LATE ENTERPRISES, INC.,
a Florida corporation

By: _____
Name: Dennis M Smith, Jr
Title: President

Date: Oct. 19, 2026

HOMESTEAD INVESTMENTS, LLC,
a Florida limited liability company

By: _____
Name: Dennis M. Smith, Jr
Title: President

Date: Oct. 19, 2026

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

PURCHASER SIGNATURE PAGE

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: DocuSigned by: Justin Dudley 9C25053C157D41A...

Name: Justin Dudley

Title: Vice president of Land Acq.

Date: 10/19/2026

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

DISTRICT SIGNATURE PAGE

ATTESTATION:

_____

Name: _____
Secretary/Assistant Secretary

GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under Florida law

By: _____
Name: _____
Title: _____

Date: _____

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

USBCT SIGNATURE PAGE

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE,

By: _____
Name: Christopher Gehman
Title: Vice President

Date:_____

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

ATTACHMENT A-1
DELINQUENT PARCELS

St. Johns County Parcel Identification Numbers:

027270-0001

027370-0000

027400-0001

027420-0001

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

ATTACHMENT A-2
PURCHASER PARCELS

GRAND OAKS PHASE 2A (2):

A PORTION OF SECTIONS 34 AND 35, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, (A 200 FOOT RIGHT-OF-WAY, AS SHOWN ON THE STATE OF FLORIDA ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION NO. 78060-2509, DATED 09-09-68); THENCE SOUTH 19°22'30" WEST, ALONG SAID WESTERLY LINE OF SAID SECTION 26 AND ALONG THE WESTERLY LINE OF SAID SECTION 34, A DISTANCE OF 7211.72 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1742, PAGE 1399 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°27'02" EAST, ALONG LAST SAID LINE, 517.33 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°27'02" EAST, ALONG LAST SAID LINE, 2390.98 FEET; THENCE NORTH 00°53'04" WEST, 202.63 FEET; THENCE NORTH 08°03'19" EAST, 60.85 FEET; THENCE NORTH 26°43'49" EAST, 64.02 FEET; THENCE NORTH 22°10'01" EAST, 51.05 FEET; THENCE NORTH 70°05'28" WEST, 43.63 FEET; THENCE NORTH 23°28'53" EAST, 125.24 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 11.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°00'17" EAST, 11.36 FEET; THENCE NORTH 70°40'14" WEST, 75.55 FEET; THENCE SOUTH 61°38'43" WEST, 10.50 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 19.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 55°34'27" WEST, 18.55 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 77°21'25" WEST, 428.47 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 18.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°50'37" WEST, 18.34 FEET; THENCE NORTH 22°57'20" WEST, 6.73 FEET; THENCE NORTH 77°17'42" WEST, 126.29 FEET; THENCE SOUTH 29°34'44" WEST, 70.54 FEET; THENCE NORTH 60°25'16" WEST, 60.00 FEET; THENCE NORTH 77°21'25" WEST, 54.75 FEET; THENCE NORTH 12°38'35" EAST, 50.00 FEET; THENCE NORTH 77°21'25" WEST, 60.75 FEET; THENCE SOUTH 63°20'29" WEST, 16.26 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 25.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 52°52'48" WEST, 24.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 77°21'25" WEST, 80.69 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 42.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78°28'37" WEST, 40.94 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°18'39" WEST, 78.83 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 243.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°09'06" WEST, 235.37 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 33.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°35'01" WEST, 32.16 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°10'29" WEST, 5.31 FEET; THENCE NORTH 70°41'21" WEST, 35.95 FEET; THENCE SOUTH 31°06'31" WEST, 20.71 FEET; THENCE SOUTH 27°39'16" WEST, 24.12 FEET; THENCE SOUTH 29°15'02" WEST, 35.61 FEET; THENCE NORTH 62°25'07" WEST, 100.67 FEET; THENCE NORTH 37°17'02" WEST, 68.01 FEET; THENCE NORTH 52°01'14" WEST, 150.03 FEET;

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THENCE NORTH 38°43'19" WEST, 41.33 FEET; THENCE NORTH 54°53'04" WEST, 22.36 FEET; THENCE NORTH 61°34'02" WEST, 130.29 FEET; THENCE NORTH 74°02'14" WEST, 58.59 FEET; THENCE NORTH 66°57'05" WEST, 65.39 FEET; THENCE NORTH 56°14'28" WEST, 73.64 FEET; THENCE NORTH 42°09'31" WEST, 63.01 FEET; THENCE NORTH 50°45'51" WEST, 77.25 FEET; THENCE SOUTH 88°13'22" WEST, 51.73 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 182.00 FEET, AN ARC DISTANCE OF 546.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°13'23" WEST, 363.12 FEET; THENCE SOUTH 56°16'03" EAST, 59.73 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 37.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 76°24'02" EAST, 34.22 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 98.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°43'52" EAST, 98.05 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 69°03'24" EAST, 97.45 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 50.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°23'15" EAST, 50.39 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2409.49 FEET, AN ARC DISTANCE OF 25.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°00'57" EAST, 25.00 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 24.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°54'29" EAST, 23.78 FEET; THENCE NORTH 87°57'20" EAST, 6.36 FEET; THENCE SOUTH 67°10'37" EAST, 26.25 FEET; THENCE SOUTH 51°40'57" EAST, 13.59 FEET; THENCE SOUTH 52°23'13" EAST, 47.81 FEET; THENCE SOUTH 49°26'48" EAST, 13.31 FEET; THENCE SOUTH 44°21'33" EAST, 13.31 FEET; THENCE SOUTH 39°16'17" EAST, 13.31 FEET; THENCE SOUTH 35°27'09" EAST, 6.67 FEET; THENCE SOUTH 30°28'18" EAST, 85.96 FEET; THENCE SOUTH 30°14'04" EAST, 141.85 FEET; THENCE SOUTH 59°45'56" WEST, 16.07 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 110.00 FEET, AN ARC DISTANCE OF 56.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°36'29" WEST, 56.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°27'02" WEST, 96.48 FEET; THENCE NORTH 00°32'58" WEST, 120.00 FEET; THENCE SOUTH 89°27'02" WEST, 310.00 FEET; THENCE SOUTH 00°32'58" EAST, 120.00 FEET; THENCE SOUTH 89°27'02" WEST, 99.95 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 26.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 53°05'02" WEST, 24.33 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 87.71 FEET, AN ARC DISTANCE OF 249.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°48'47" WEST, 173.53 FEET; THENCE SOUTH 10°50'52" WEST, 26.54 FEET; THENCE SOUTH 66°29'13" WEST, 10.16 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2475.00 FEET, AN ARC DISTANCE OF 203.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16°06'08" WEST, 203.29 FEET, TO THE POINT OF BEGINNING.

GRAND OAKS PHASE 2D:

A PORTION OF SECTIONS 26, 34 AND 35, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGIN AT THE NORTHEASTERLY CORNER OF LOT 99, AS SHOWN ON THE PLAT OF GRAND OAKS PHASE 2A UNIT 1, RECORDED IN MAP BOOK 114, PAGES 53 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, THENCE NORTH 55°02'01" WEST, ALONG THE NORTHEASTERLY LINE OF SAID TRACT 99, A DISTANCE OF 78.12 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 182.00 FEET, AN ARC DISTANCE OF 244.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19°30'50" WEST, 226.14 FEET; THENCE NORTH 15°29'00" EAST, 21.00 FEET; THENCE NORTH 02°42'11" EAST, 14.35 FEET; THENCE NORTH 06°03'33" EAST, 14.35 FEET; THENCE NORTH 09°30'01" WEST, 29.21 FEET; THENCE NORTH 36°44'24" EAST, 30.19 FEET; THENCE NORTH 23°29'58" EAST, 23.02 FEET; THENCE NORTH 28°34'10" EAST, 22.64 FEET; THENCE NORTH 33°52'00" EAST, 22.64 FEET; THENCE NORTH 15°18'38" WEST, 53.19 FEET; THENCE NORTH 56°14'08" EAST, 80.31 FEET; THENCE SOUTH 72°53'28" EAST, 14.16 FEET; THENCE NORTH 87°24'11" EAST, 71.26 FEET; THENCE NORTH 79°43'55" EAST, 69.08 FEET; THENCE NORTH 66°57'14" EAST, 54.07 FEET; THENCE NORTH 33°15'15" EAST, 63.98 FEET; THENCE NORTH 84°59'52" EAST, 42.60 FEET; THENCE SOUTH 72°41'42" EAST, 27.64 FEET; THENCE NORTH 83°46'37" EAST, 26.05 FEET; THENCE NORTH 68°34'46" EAST, 65.00 FEET; THENCE NORTH 61°39'18" EAST, 68.23 FEET; THENCE NORTH 40°11'58" WEST, 46.42 FEET; THENCE SOUTH 81°38'50" WEST, 55.85 FEET; THENCE NORTH 73°03'00" WEST, 48.70 FEET; THENCE NORTH 75°54'38" WEST, 54.44 FEET; THENCE SOUTH 78°29'16" WEST, 68.08 FEET; THENCE SOUTH 71°15'33" WEST, 46.29 FEET; THENCE NORTH 53°55'23" WEST, 3.31 FEET; THENCE NORTH 33°49'02" EAST, 38.84 FEET; THENCE NORTH 56°08'41" EAST, 68.01 FEET; THENCE NORTH 52°36'26" EAST, 103.57 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 182.00 FEET, AN ARC DISTANCE OF 110.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°44'51" EAST, 109.17 FEET; THENCE NORTH 04°43'12" WEST, 23.71 FEET; THENCE NORTH 00°11'27" WEST, 23.71 FEET; THENCE NORTH 19°10'16" WEST, 50.96 FEET; THENCE NORTH 10°04'44" WEST, 65.47 FEET; THENCE NORTH 47°56'03" EAST, 68.93 FEET; THENCE NORTH 41°32'45" EAST, 82.85 FEET; THENCE NORTH 28°59'04" EAST, 14.91 FEET; THENCE SOUTH 70°40'42" EAST, 23.72 FEET; THENCE NORTH 58°21'31" WEST, 44.74 FEET; THENCE NORTH 31°38'30" EAST, 12.00 FEET; THENCE SOUTH 58°21'30" EAST, 54.67 FEET; THENCE NORTH 55°58'56" EAST, 23.69 FEET; THENCE NORTH 60°30'31" EAST, 23.69 FEET; THENCE NORTH 65°02'06" EAST, 23.69 FEET; THENCE NORTH 67°17'53" EAST, 95.98 FEET; THENCE NORTH 30°24'20" EAST, 60.57 FEET; THENCE NORTH 56°19'41" EAST, 72.90 FEET; THENCE NORTH 37°03'13" EAST, 26.12 FEET; THENCE NORTH 24°16'55" EAST, 2.46 FEET; THENCE NORTH 30°00'49" WEST, 30.79 FEET; THENCE NORTH 24°16'39" EAST, 77.88 FEET; THENCE NORTH 38°29'56" EAST, 79.95 FEET; THENCE NORTH 64°01'10" EAST, 73.00 FEET; THENCE SOUTH 63°48'31" EAST, 69.08 FEET; THENCE SOUTH 21°42'44" EAST, 48.55 FEET; THENCE SOUTH 11°09'22" WEST, 53.83 FEET; THENCE SOUTH 68°55'11" WEST, 16.27 FEET; THENCE SOUTH 00°21'49" EAST, 6.93 FEET; THENCE SOUTH 69°01'42" EAST, 60.81 FEET; THENCE NORTH 59°21'16" EAST, 3.64 FEET; THENCE NORTH 39°48'22" EAST, 14.48 FEET; THENCE NORTH 43°01'29" EAST, 22.26 FEET; THENCE NORTH 66°02'16" EAST, 32.06 FEET; THENCE NORTH 87°08'15" EAST, 15.82 FEET; THENCE NORTH 59°21'16" EAST, 12.83 FEET; THENCE NORTH 73°37'05" EAST, 113.52 FEET; THENCE SOUTH 52°16'50" EAST, 344.63 FEET; THENCE SOUTH 75°19'22" EAST, 123.55 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 45.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°54'58" EAST, 45.05 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 23.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°28'48" WEST, 22.38 FEET; THENCE SOUTH 23°25'54" EAST, 65.08 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 27.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°34'57" EAST, 26.14 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 24.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°58'10" EAST, 24.56 FEET; THENCE SOUTH 52°39'48" WEST, 58.98 FEET; THENCE SOUTH 37°20'12" EAST, 86.90 FEET; THENCE SOUTH

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66°16'07" WEST, 64.44 FEET; THENCE SOUTH 84°48'19" WEST, 54.45 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 65.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°13'39" WEST, 64.97 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°00'41" WEST, 796.64 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 600.00 FEET, AN ARC DISTANCE OF 125.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°59'39" WEST, 125.08 FEET; THENCE SOUTH 68°27'26" WEST, 199.67 FEET; THENCE SOUTH 52°32'46" WEST, 68.66 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 32.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°37'59" WEST, 30.64 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°34'46" WEST, 135.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 62.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°53'41" WEST, 58.33 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 182.00 FEET, AN ARC DISTANCE OF 294.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°35'44" WEST, 263.54 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 38.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°33'24" WEST, 36.85 FEET, TO THE POINT OF BEGINNING.

GRAND OAKS PHASE 2E:

A PORTION OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 26; THENCE NORTH 89°27'40" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 26, A DISTANCE OF 1417.34 FEET; THENCE NORTH 00°32'20" WEST, 717.16 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 75°19'22" EAST, 123.55 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 42.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°26'34" EAST, 42.09 FEET; THENCE NORTH 79°50'32" EAST, 60.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 98.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°41'39" EAST, 95.84 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 57°13'50" EAST, 85.28 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 34.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°22'56" EAST, 31.73 FEET; THENCE SOUTH 49°24'20" EAST, 69.65 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 65.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°04'19" EAST, 64.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°32'57" EAST, 60.17 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 218.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE

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OF NORTH 35°14'32" EAST, 212.56 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°56'06" EAST, 116.24 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 232.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°49'17" WEST, 225.60 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°34'40" WEST, 100.43 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 84.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°37'26" WEST, 83.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°40'12" WEST, 33.93 FEET; THENCE NORTH 13°46'33" EAST, 31.31 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 366, SAID PUBLIC RECORDS; THENCE NORTHERLY, NORTHEASTERLY, AND SOUTHEASTERLY, ALONG LAST LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 13°46'33" EAST, 307.65 FEET; COURSE NO. 2: NORTH 06°00'19" EAST, 545.61 FEET; COURSE NO. 3: NORTH 36°40'16" EAST, 633.40 FEET; COURSE NO. 4: SOUTH 53°12'28" EAST, 40.00 FEET; COURSE NO. 5: NORTH 36°43'37" EAST, 186.32 FEET; THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, (A 200 FOOT RIGHT-OF-WAY, AS SHOWN ON THE STATE OF FLORIDA ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION NO. 78060-2509, DATED 09-09-68); THENCE NORTH 47°52'58" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, A DISTANCE OF 140.62 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 866, PAGE 1979 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY, SOUTHEASTERLY, AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 36°43'37" WEST, 199.37 FEET; COURSE NO. 2: SOUTH 53°12'28" EAST, 40.00 FEET; COURSE NO. 3: SOUTH 36°40'16" WEST, 649.98 FEET; COURSE NO. 4: SOUTH 06°00'19" WEST, 556.50 FEET; COURSE NO. 5: SOUTH 16°42'47" WEST, 383.52 FEET; COURSE NO. 6: NORTH 53°58'46" WEST, 580.55 FEET; THENCE SOUTH 21°22'05" WEST, 26.46 FEET; THENCE SOUTH 23°34'30" WEST, 60.83 FEET; THENCE SOUTH 51°20'53" WEST, 70.64 FEET; THENCE SOUTH 14°07'41" WEST, 127.13 FEET; THENCE SOUTH 52°12'33" WEST, 61.26 FEET; THENCE SOUTH 55°38'12" WEST, 97.50 FEET; THENCE SOUTH 36°48'55" WEST, 98.21 FEET; THENCE SOUTH 34°49'40" WEST, 61.39 FEET; THENCE SOUTH 29°56'24" EAST, 45.63 FEET; THENCE SOUTH 62°56'56" EAST, 79.28 FEET; THENCE SOUTH 31°56'55" EAST, 93.63 FEET; THENCE SOUTH 27°08'13" WEST, 28.28 FEET; THENCE SOUTH 52°16'50" EAST, 344.63 FEET, TO THE POINT OF BEGINNING.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

ATTACHMENT B
RECORDED DISTRICT INSTRUMENTS

Phase 2A(2) Recorded District Documents:

- Notice of Establishment of the Grand Oaks Community Development District recorded in Official Records Book 4608, Page 784

- Final Judgments Validating the Grand Oaks Community Development District Special Assessment Revenue Bonds recorded in Official Records Book 4635, Page 1665 and Official Records Book 4863, Page 1677

- Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by The Grand Oaks Community Development District recorded in Official Records Book 4837, Page 545, as amended and restated by Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by The Grand Oaks Community Development District recorded in Official Records Book 6295, Page 1859

- Notice of Series 2020 Special Assessments Securing Special Assessment Revenue Bonds, Series 2020 Grand Oaks Community Development District recorded in Official Records Book 5265, Page 265; Declaration of Consent to Jurisdiction and Imposition of Series 2020 Special Assessments Securing Special Assessment Revenue Bonds, Series 2020 recorded in Official Records Book 5265, Page 275; Agreement Regarding True-Up Payment of Special Assessments for Special Assessment Revenue Bonds, Series 2020 recorded in Official Records Book 5265, Page 282; and Collateral Assignment and assumption of Development Rights Relating to the Series 2020 Project recorded in Official Records Book 5265, Page 297

Phases 2D & 2E Recorded District Documents:

- Notice of Establishment of the Grand Oaks Community Development District recorded in Official Records Book 4608, Page 784

- Final Judgments Validating the Grand Oaks Community Development District Special Assessment Revenue Bonds recorded in Official Records Book 4635, Page 1665 and Official Records Book 4863, Page 1677

- Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by The Grand Oaks Community Development District recorded in Official Records Book 4837, Page 545, as amended and restated by Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by The Grand Oaks Community Development District recorded in Official Records Book 6295, Page 1859

- Notice of Series 2021 Special Assessments Securing Special Assessment Revenue Bonds, Series 2021 Grand Oaks Community Development District recorded in Official Records Book 5740, Page 649; Declaration of Consent to Jurisdiction and Imposition of Series 2021 Special Assessments Securing Special Assessment Revenue Bonds, Series 2021 recorded in Official Records Book

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

5740, Page 655; Agreement Regarding True-Up Payment of Special Assessments for Special Assessment Revenue Bonds, Series 2021 recorded in Official Records Book 5740, Page 661; Collateral Assignment and Assumption of Development Rights Relating to the Series 2021 Project recorded in Official Records Book 5740, Page 675

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

ATTACHMENT C
TRANSPORTATION AGREEMENT AND PUD AMENDMENT

GRAND OAKS TRANSPORTATION MITIGATION DEVELOPMENT AGREEMENT

THIS GRAND OAKS TRANSPORTATION MITIGATION DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into on this _____ day of _____, 202__, by and between Pulte Home Company, LLC, a Michigan limited liability company, ("Applicant"), and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida (the "**County**").

RECITALS

A. The Applicant, Homestead Investments, LLC., a Florida limited liability company, Day Late Enterprises, Inc., a Florida corporation and Toll Southeast LP Company, Inc, a Pennsylvania corporation are all owners of the properties as more particularly described in **Exhibit "A**" attached hereto and incorporated herein by this reference (the "**Property**").

B. Applicant is authorized to enter into this Agreement by the other owners of the Property.

C. The Property is subject to the Grand Oaks Planned Unit Development approved pursuant to Ordinance 2018-40 (PUD 2017-02), recorded in Official Records Book 4615, Page 1848, Public Records of St. Johns County (as may be amended from time to time, the "**PUD**").

D. The PUD was subject to a previously approved "Concurrency and Impact Fee Credits Agreement" between Southeast Development Partners, LLC ("**Southeast**") and the County as recorded in Officials Records Book 4618 and Page 1451 (the "**Previous Agreement**").

E. The PUD provides, in total, development rights for up to 325 age-restricted development units, 674 non-age-restricted development units, 100,000 sq. ft. of commercial use and 50,000. sq. ft. of office use.

F. The Previous Agreement required Southeast, in part, to provide the County $7,500.00 per residential unit for the first 212 platted lots and $15,000.00 per platted lot starting on the 213th platted lot as proportionate share mitigation for the impacts to transportation facilities for a total payment of $5,040,000.00 ("**Previous Mitigation**").

G. The Previous Mitigation was to be used to widen a three-mile segment of State Road 16.

H. Per the Previous Agreement, the following mitigation was made: (i) payment of the Previous Mitigation to the County as mitigation for transportation facilities for the development of the 442 residential units ("**Previous Payment**") and (ii) donation of land to the County for right-of-way for a segment of CR 2209.

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I. On February 21, 2023, the County, by and through the St. Johns County Board of County Commissioners, declared Southeast to be in default under the Previous Agreement due to Southeast's failure to meet the obligations contained therein.

J. On September 20, 2024, Southeast was terminated as the "Development Manager" for the PUD by the owner of the Property.

K. Southeast is no longer a contract purchaser of any portion of the Property and has no capacity to perform any duties and/or obligations related to the Previous Agreement or the PUD. As to any remaining outstanding mitigation obligation contemplated under the Previous Agreement, the Previous Agreement is hereby null and void against all parties but Southeast. Notwithstanding the foregoing, nothing herein alters or abridges any rights conferred under the Previous Agreement for mitigation previously provided or reduces any requirement for any previously performed mitigation or funds placed in reserve for use to mitigate this project.

L. All of the trips generated by the development rights in the PUD are reserved on the transportation facilities impacted by the PUD.

M. Concurrent with this application, Applicant is filing a major modification to the PUD to, generally, revise the transportation mitigation as more specifically set forth in this Agreement, reduce the number of units on the Property to 512 single family residential homes and revise the second access to SR16.

N. Applicant desires to mitigate for the transportation impacts caused by the development of the remaining **five hundred twelve (512) single family residential homes (of which 145 are age-restricted)** permitted by the PUD (the "Development") on the County's regional transportation network, pursuant to Subsection 163.3180, Florida Statutes, by payment of monies in exchange for receiving transportation concurrency ("**Concurrency**") from the County.

O. Applicant and the County desire to enter into this Agreement to provide for mitigation, in exchange for Concurrency being provided for the Development.

P. The residential units proposed are currently accounted for in the St. Johns County Comprehensive Plan and vested per the PUD as approved, as such it is appropriate to calculate the proportionate share needed to mitigate for the impacts of said development based upon Section 163.3180, Florida Statutes.

Q. This Agreement is consistent with the St. Johns County Comprehensive Plan, St. Johns County Land Development Code and Chapter 163, Florida Statutes, as well as other applicable law, and serves a public purpose.

R. The County has determined that the requirements of Section 163.3231, Florida Statutes, have been met in that:

i. The County has adopted a local comprehensive plan.

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ii. The proposed development of the Property is consistent with the St. Johns County Comprehensive Plan, including the Future Land Use Map, and complies with applicable provisions of the St. Johns County Land Development Code (the "Code").

iii. This Agreement constitutes a binding commitment on the part of Applicant, its successors and assigns, to develop the Property consistent with the St. Johns County Comprehensive Plan and applicable provisions of the Code.

iv. This Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein by reference as Findings of Fact.

2. **Purpose and Intent.** Applicant and the County desire to enter into this Agreement to address their respective responsibilities for transportation improvements related to the Property. In exchange for Applicant providing the mitigation set forth herein, the County shall grant to Applicant transportation concurrency for concurrency application CONMAJ 2026-01. In addition, this Agreement identifies the available road impact fee credits that will be available to Applicant based upon providing the transportation mitigation associated with the Development.

3. **St. Johns County Concurrency System**. The County has adopted a Proportionate Fair Share Program, as defined in Part 11.09.00 of the Code, that establishes a method whereby the impacts of development on transportation facilities can be mitigated by the cooperative efforts of the public and private sectors. The St. Johns County Road Impact Fee Ordinance No. 87-57, as amended, allows impact fee credits to be granted for proportionate fair share mitigation and transportation facility construction ("**Road Impact Fee Credits/Impact Fee Credits**"). Applicant or its successors and assigns will be required to pay road impact fees ("**Road Impact Fees/Impact Fees**") for roads in connection with the Development and, as a result, Applicant is a "**Feepayer**" as defined in Ordinance No. 87-57, as amended, which establishes the existence of Road Impact Fees and provides a procedure for awarding Road Impact Fee Credits to Feepayers under certain circumstances.

4. **Densities and Intensities Statement**. The Property will be developed with the Development, which is defined as the development rights for 512 single family residential units as set forth in the PUD and described herein.

Amendments to the zoning classification and/or the Development from time to time, which do not increase the transportation impacts beyond the development intensities proposed or allowed therein or the equivalent thereof as identified in traffic impact analysis report submitted in support of any such ordinance and the request for concurrency, shall not affect the validity or vary the terms of this Agreement. If a zoning and/or Development change is made that in any way increases such

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transportation impacts as set forth herein, an updated traffic impact analysis is required and this Agreement shall not be effective only as to the incremental development causing the increased impacts, but such incremental development shall not limit or impair any rights, privileges and benefits afforded by this Agreement.

5. **Total Proportionate Share Obligation.** The transportation proportionate share to mitigate for the Development is **two million four hundred seventy-one thousand three hundred six and 4/100 Dollars ($2,471,306.04)** as (the "**Total Applicant Proportionate Share**") as detailed on **Exhibit B**. Mitigation for the Total Applicant Proportionate Share shall be provided as follows:

a) **$13,800,000.00** to be paid within ninety (90) days of the effective date of this Agreement **($5,760,000.00** for 144 single family residential units in Phase 2B-1 and 2B-2 in the Spring Park development of the PUD, **$5,320,000.00** for 145 single family residential units in Phase 2A-1 and 2A-2 in the Summer Bay development of the PUD and **$2,720,000.00** for 68 residential units in Phase 1C-2 of the PUD).

b) **$6,200,000.00** to be paid no later than twelve (12) months following the payments made in subsections (a) (**$5,440,000.00** for 136 single family residential units in Phases 2D-1, 2D-2 and 2E of the PUD and **$760,000.00** for 19 single family residential units in Phase 2C of the PUD).

The applicable payments shall be made prior to individual plat approval. The preceding shall constitute the "**Total Mitigation**." The Total Mitigation by Applicant is **$20,000,000.00** which exceeds the Total Applicant Proportionate Share by **$17,528,693.96**. This is in addition to the **$5,040,000.00** in mitigation paid for the currently platted 442 single-family residential lots.

6. **Road Impact Fee Credits**. Applicant shall receive road impact fee credits, dollar for dollar, per the terms specified in this Agreement.

7. **County Obligations**.

a. By executing this Agreement, the County hereby authorizes this Agreement to be used as a basis for granting traffic or transportation concurrency for the applicable portion of the Property within the PUD as provided for in Article XI of the Code. This authority extends, however, only to the authority contemplated by Article XI of the Code, and neither expressly nor impliedly relieves any party to this Agreement of the obligation to secure any and all other state, federal and local permits necessary to authorize development of the applicable portion of the Property by this Agreement. The County shall issue a Final Certificate of Concurrency for each phase of development, which Final Certificate of Concurrency may precede the approval of this Agreement and be conditioned upon the approval of this Agreement and compliance with the conditions set forth in this Agreement.

b. The County recognizes that Applicant's paying the Total Mitigation significantly benefits the impacted transportation system.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

c. Upon providing the applicable portion of the mitigation for the applicable portion of the Property as provided herein, Applicant or such other owner of the applicable portion of the Property shall, subject to the applicable requirements for platting, construction and certificates of occupancy, be entitled to (a) record applicable subdivision plat(s) in the Public Records (expressly including, but not limited to, for Phase 1C-2, Phase 2A1, Phase 2A2, Phase 2B, Phase 2C, Phase 2D and Phase 2E), and (b) receive building permits for homes on lots and, upon completion of construction of home on lots, receive certificates of occupancy for such homes, without restriction related to traffic or transportation concurrency.

8. **Authority and Duration.** This Agreement is made and granted pursuant to Sections 163.3180 and 163.3220-163.3243, Florida Statutes, and is effective from the date of recording a fully executed version of this Agreement through the completion of all obligations set forth in Section 5 hereof, or for a period not to exceed 30 years from the effective date of this Agreement, whichever first occurs. The Final Certificate of Concurrency shall not expire prior to the expiration of this Agreement. Any Road Impact Fee Credits awarded pursuant to this Agreement shall survive the expiration hereof.

9. **Amendment, Extension of Agreement.** The duration of this Agreement may be extended by the County. If the County modifies the Code with respect to the Concurrency Management System subsequent to the execution of this Agreement, or if a change in circumstances warrants, the County may, in its sole discretion, pursue such other method of mitigation so long as the rights granted to Applicant in this Agreement are not adversely impacted and remain unchanged, the financial obligations of Applicant do not increase and Applicant shall retain all road impact fee credits in whatever form is equivalent to the County's current impact fee credit system (e.g. mobility fee credits).

If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as necessary to comply with the relevant State or federal laws, pursuant to Section 163.3241, Florida Statutes, as may be amended from time to time. The duration of this Agreement may be extended by the County pursuant to law and after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as may be amended from time to time.

Applicant, on behalf of itself and its successors and assigns, hereby agrees that it shall not be permitted to extend the timeframes for making the payments required by this Agreement pursuant to Section 252.363, Florida Statutes; provided, however, that if there is an actual emergency that delays Applicant's ability to perform as required hereunder, Applicant shall have the Force Majeure rights set forth in this Agreement.

10. **Necessity to Obtain Permits.** Applicant acknowledges its obligation to obtain all necessary federal, state and other local development permits (not mentioned herein) for development of the Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to development of the Property shall not relieve Applicant or any successors or assigns of the necessity of complying with federal, state and other local permitting requirements, conditions, terms or restrictions as may be applicable.

11. **Agreement Consistent with Comprehensive Plan and Section 163.3180, Florida Statutes (2026).** The County hereby acknowledges and agrees that (i) the Development is consistent

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

with Florida Statutes and with the County's Comprehensive Plan and Land Development Code, and (ii) that the County's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan.

12. **Impact Fees**. Pursuant to Ordinance No. 87-57, as amended, the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit or certificate of occupancy, to pay a Road Impact Fee so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads in St. Johns County.

a. Amount. Applicant has requested and the County has agreed to provide Applicant, its successors and assigns, with certain road impact fee credits in the amount of **nineteen million five hundred five thousand seven hundred thirty either and 80/100 Dollars ($19,505,738.80)** which is equal to the Total Mitigation as set forth in **Section 5** (the Total Impact Fee Credits) minus a twenty (20) percent reduction per Section 163.3180(5), Florida Statutes, and LDC Section 11.09.06.F (which require up to a twenty (20) percent reduction).

b. Method of Issuance. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction within the Property shall pay the amount due under the Road Impact Fee Ordinance directly to Applicant, its successors and assigns, to the extent there remain unused road impact fee credits available within the Applicant credit account. Applicant, its successors and assigns, shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are directly paid to Applicant, its successors and assigns. Then, for so long as the total Road Impact Fee Credits for which Applicant has issued vouchers under this Agreement is less than the total Road Impact Fee Credits authorized by this Agreement, Applicant, its successors and assigns, shall issue such Feepayer a voucher evidencing full payment of Road Impact Fees in connection with such Feepayer's application for building permit or certificate of occupancy. The voucher issued by Applicant, its successors and assigns, shall contain a statement setting forth the amount of Road Impact Fees paid. An example of said voucher is attached hereto as **Exhibit "C"** and incorporated herein by this reference. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayers and deduct the amount of such voucher from the Applicant Road Impact Fee Credit account. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Road Impact Fees, or if levied, to levy them for a certain amount. In the event that the County institutes an alternate mechanism to the current vouchers for Road Impact Fee Credits, such as a voucherless system, Applicant, its successors and assigns, may use said alternate system.

c. Sale of Development. In the event Applicant may determine to sell all or part of the Property, Applicant may sell, transfer, assign or convey all or part of its allocation of Road Impact Fee Credits to such purchaser, transferee, assignee or grantee for use within the Property for such consideration as Applicant determines. In such event, Applicant shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting its allocation of the Road Impact Fee Credit, or portion thereof, to a Fee Payer. Applicant acknowledges that only one Road Impact Fee Credit account may exist at any given time for the Property. Further, Applicant may assign some or all of its Road Impact Fee Credits to a community development district created for the Property by written instrument.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

d. Limitations on Amount/Assignability/Use. In no event shall Applicant, its successors and assigns sell, transfer, assign or convey all or part of the Road Impact Credits for use outside the Property, without the approval of the County, which approval shall not be unreasonably withheld. Further, Applicant acknowledges the total amount of such Road Impact Fee Credits may be further limited by Section 13 of Ordinance No. 87-57, as amended, and in effect at the time this Agreement becomes effective and Applicant covenants and agrees that it will not challenge by an judicial proceeding the interpretation of the County Attorney's Office that the Road Impact Fee Credits identified or granted by this Agreement are limited to the extent and/or amount of Road Impact Fees which are due or become due from the Concurrency Development, as long as such interpretation is in conformance with Florida law. Road Impact Fee Credits can be applied to extend the Final Certificate of Concurrency.

13. **Remedies**. If any party hereto fails to carry out any of its covenants or obligations contained herein, all parties shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief. Notwithstanding anything to the contrary herein, Applicant's obligations are expressly subject to Applicant commencing development of the Property and said development requiring mitigation for concurrency pursuant to applicable Florida law. The parties acknowledge that silviculture operations and improvements related to silviculture operations, such as land management activities, drainage improvement projects and similar improvements do not constitute "development" or "Development Rights" which require Applicant or its assigns to undertake any of the obligations herein. In addition to other remedies, in the event of a default by Applicant, the County may halt approval of additional plats or construction plans within the Property until and unless Applicant complies with the terms and conditions of Section 5 hereof. The County may not withhold building permit approvals on platted lots owned by third parties as a result of failure of Applicant to comply with its obligations herein.

14. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. The rights and obligations of Applicant may be assigned and delegated to a successor or owner/developer/builder and, in such event, the assignor shall be relieved of further liability under this Agreement. If the Applicant assigns its rights and obligations hereunder to another party, the Applicant must provide a copy of the instrument transferring or assigning the obligation(s) and specifying which obligation(s) are being transferred and to whom.

15. **Applicable Law: Jurisdiction and Venue.** This Agreement and the rights and obligations of the County and Applicant under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida (2025). This Agreement may be enforced as provided in Section 163.3243, Florida Statutes, as may be amended from time to time. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in St. Johns County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development contemplated by this Agreement shall not relieve Applicant or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions. Notwithstanding the foregoing, the interests of each party may be mortgaged in connection with a mortgage of any portion of the Property.

16. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

17. **Exhibits.** All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated into this Agreement by reference.

18. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision of this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original; such counterparts shall constitute one and the same Agreement.

20. **Effective Date and Recordation.** This Agreement shall become effective upon recording in the Public Records of St. Johns County (the **"Effective Date").**

21. **Amendment.** This Agreement may be amended, cancelled or revoked consistent with the notice and hearing procedures of Section 163.3225, Florida Statutes, and the terms of Section 163.3237, Florida Statutes, as may be amended from time to time.

22. **Further Assurances.** Each party to this Agreement agrees to do, execute, acknowledges and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the County, the parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

23. **Notices.** Any notices or reports required by this Development Agreement shall be sent to the following:

For the County: County Administrator
St. Johns County

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

500 San Sebastian View
St. Augustine, Florida 32084

With copy to: County Attorney
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

For Applicant: Pulte Home Company, LLC
Justin Dudley
12724 Gran Bay Parkway W, Suite 200
Jacksonville, FL 32258
Justin.Dudley@Pulte.com

With copy to: Zach Miller, Esq.
3203 Old Barn Court
Ponte Vedra Beach, Florida 32082
Email: zwmillerlaw@gmail.com

24. **Miscellaneous Provisions**:

a. This Agreement and any Exhibits made a part of this Agreement constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties.

b. This Agreement is made for the sole benefit and protection of the parties (their successors and assigns), and no other persons shall have any right of action under this Agreement.

c. All covenants, agreements, representations and warranties made in this Agreement shall be deemed to be material and relied on by each party to this Agreement.

d. If Applicant has met all of its obligations under this Agreement, then the rights granted to Applicant under this Agreement shall survive the termination of this Agreement and shall continue for so long as there remain any unused Road Impact Fee Credits.

e. Nothing in this Agreement shall act to allow Applicant to receive Road Impact Fee Credits for contributions provided by a government entity including, but not limited to a community development district but if a community development district makes such payments on behalf of a party, then it shall be entitled to the Road Impact Fee Credits.

f. If the performance by either party or of any of its obligations hereunder is delayed by acts of God, inclement weather, natural disaster, terrorist activity, health epidemics, pandemic strikes, labor disputes, war, civil commotion, electric black outs, cyber attack, accidents, industry-wide shortages of, or inability to obtain, labor or materials or any other event or condition

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

beyond the reasonable control of such party ("**Force Majeure**"), then the party affected shall notify the other party in writing of the specific obligation delayed, and the duration of the delay, and the deadline for completion of such obligation shall be extended by a like number of days; provided such delay shall not exceed one hundred eighty (180) days. Financial matters and payments, and performance of obligations of the parties not related making payments for the Property pursuant to this Agreement shall not be the subject of Force Majeure.

[Signatures on Following Pages]

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Signed, sealed and delivered	**ST. JOHNS COUNTY, FLORIDA**, a
in the presence of:	political subdivision of the State of Florida
_____	
Print Name: _____	Print Name:_____
	Title: _____
_____	
Print Name_____	

ATTEST:

BRANDON J. PATTY

Clerk of the Court

By: _____

Deputy Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by _____, as ___ _____ of **St. Johns County**, a political subdivision of the State of Florida, on behalf of said political subdivision. He/she *(check one)* ☐ is personally known to me, or ☐ has produced a valid driver's license as identification

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

Print Name:_____
Notary Public, State of Florida

My Commission Expires:_____
Commission Number:_____

Passed and Duly Adopted by the Board
of County Commissioners of St. Johns County,
Florida, this _____ day of _____, 2026:
Attested:
Clerk to the Board
_____, Clerk

Signed, sealed and delivered

in the presence of:

_____

Print Name: _____

_____

Print Name_____

Pulte Home Company, LLC, a Michigan limited liability company

Print Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 202_, by _____, as ___ _____ of Pulte Home Company, LLC, a Michigan limited liability company. He/she *(check one)* ☐ is personally known to me, or ☐ has produced a valid driver's license as identification.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

Print Name:_____
Notary Public, State of Florida

My Commission Expires:_____
Commission Number:_____

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

EXHIBIT "A"

Legal Description of Property

[Legal for Phase 1C-2, Phase 2A1, Phase 2A2, Phase 2B, Phase 2C, Phase 2D and Phase 2E to be attached]

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

EXHIBIT "B"

Development Transportation Proportionate Share Calculation

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

EXHIBIT "C"

Form of Impact Fee Credit Voucher

Voucher #_____

St. Johns County Impact Fee Voucher
DEVELOPER/GRANTOR

1. Name and address of Developer/Grantor: _____

Name and address of Grantee:
_____

2. Legal description of subject property: See attached Exhibit "A"

4. Subdivision or Master Development Plan name: _____

The undersigned Developer/Grantor confirms that it has received from _____ on _____ funds sufficient for the following impact fees required under the applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below. Developer/Grantor gives notice to St. Johns County, Florida that the following sums should be deducted from the applicable Impact Fee Credit account of the Developer/Grantor.

_____ Roads Ordinance No. 87-57 in the amount of $_____

_____,

a _____

By: _____

Print:_____

Its:_____

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

GRAND OAKS PLANNED UNIT DEVELOPMENT

MDP TEXT

This application proposes a major modification to a portion of the property subject to the Grand Oaks Planned Unit Development **("PUD")** which is located south of State Road 16, west of Interstate 95, east of Pacetti Road and north of County Road 208 in unincorporated St. Johns County as more particularly described in the attached legal description (the **"Property").** Pulte Home Company, LLC, a Michigan limited liability company, ("Pulte") Homestead Investments, LLC., a Florida limited liability company, Day Late Enterprises, Inc., a Florida corporation and Toll Southeast LP Company, Inc, a Pennsylvania corporation are all owners of the Property. Pulte shall be the **"New Applicant**." This modification does not affect the rights of any other owners under the existing PUD not located within the Property. **The term "Project" refers to the entire PUD not just the Property.** References to development criteria and metrics within the Project are made in this modification. This modification:

- reduces the number of units allowed on the Property from 556 to 512 (thereby adjusting the total number of homes within the PUD from 999 to 954),
- 442 lots within the Project have been platted to date.
- sets forth future proportionate share mitigation for the units on the Property at $20,000,000.00,
- adjusts the access plan to the PUD, and
- corrects some inconsistencies in the PUD.

The Property subject to the PUD major modification will have a maximum of **512** single-family homes with related amenities. Several hundred homes have either been constructed or are planned for construction within the overall Project. The Property is approximately 126 acres.

This modification will reduce the maximum number of single-family homes in the entire Project to 954.

The existing Future Land Use Map **("FLUM")** designation of the Property is Residential C **("Res-C").**

A. ***A description related to the design, character and architectural style or theme of the development of the Property, which demonstrates an innovative, unified, cohesive and compatible plan of development for all uses included in the Project. Mixed Use PUDs that contain different uses or several development parcels must also demonstrate consistency in design and character and plan of development.***

•

The New Applicant is seeking modification to the PUD to reduce the number of single-family homes on the Property to a maximum of **512**. The Property is currently entitled for up to **556** homes.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

The Property is within the existing Development Area boundary and along State Road 16 west of the St. Augustine outlet malls and other businesses and near several existing residential communities. Several hundred homes have already been constructed in the PUD.

The New Applicant will provide $20,000,000.00 in total proportionate fair share mitigation to mitigate for the impacts to transportation facilities for development of 512 single family homes. The New Applicant will enter into a Development Agreement with St. Johns County concurrently with the County Commission's approval of this PUD Ordinance to memorialize the details of the aforementioned mitigation.

All roads within Grand Oaks will be owned and maintained by either a homeowners' association **("HOA")** or community development district **("CDD").** Thus, the County will not be required to maintain project roads.

St. Johns County Fire Stations 4 (County Road 208) and 16 (Murabella) are both located within five (5) miles of the site, so the project will not result in a diminution of that public service in the area.

Water and sewer lines are currently available to the Project along State Road 16 to provide service to the development.

The MDP illustrates how the current project has taken steps to preserve a majority of the on-site wetlands, including wetlands associated with Turnbull Creek, by clustering development within upland portions of the site. Any development adjacent to wetlands will comply with St. Johns County Comprehensive Plan Policy E.2.2.4(a)(l)(a).

The MDP also shows site access (one access and one emergency access) onto State Road 16, drainage and open space.

A list of the project's public benefits includes:

1. Contribution of $20,000,000.00 in transportation proportionate fair share mitigation. This is in addition to the $5,040,000.00 which was paid as mitigation for the 442 platted lots.

2. Preservation of all specimen oak trees and other large oak trees within the site, pursuant to the applicable provisions in the LDC.

3. Commitment to water conservation.

4. Property taxes and other revenues generated will more than pay for public services for new residents.

A Large-Scale Comprehensive Plan Amendment application was approved which changed the FLUM designation of the Property from R/S to Residential C, with a text amendment that caps development of the Property to a maximum of 999 single-family

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

residential units, a maximum of 100,000 square feet of commercial space and a maximum of 50,000 square feet of office space.

Density and intensity of proposed uses for the **entire** PUD/Project (not just the Property) will be:

Land Use	Units/Square Footage	Developable Acres	Wetland Acres	Net Density/intensity
Residential	954 units	393	89 (93 total, 4.17 impact)	2.43 units per acre
Commercial/Office	150,000 square feet	12.4	0	12,000 square feet per acre
Middle School Site		30	0	

The requested density and intensity are within the parameters of the Project's proposed Future Land Use designation of Residential C.

The Residential C FLUM designation allows for a maximum residential density of six (6) units per acre. The New Applicant is proposing a density of 2.43 units per acre, which density is consistent with the densities of the neighboring residential projects of Murabella, Windward Ranch and Whisper Ridge and developing community Tomoka Pines. FLUM designations for properties in close proximity include Residential B, Residential C and Rural/Silviculture to the north and east, Park/Recreation to the west and Rural/Silviculture to the south. FLUM designations of other nearby lands include Residential A, Residential B, Residential C and St. Johns DRI. Many of the contiguous and surrounding lands designated Rural/Silviculture and Park/Recreation are associated with the Turnbull Creek Conservation Area, Twelve Mile Swamp and Star 4 Mitigation Bank will be preserved in their natural state and will never be developed.

The PUD Modification and Project also meet the requirements of ***Comprehensive Plan Objective A.2.1.9,*** as follows:

1. **Development shall respect existing development patterns and provide for compatibility, quality and integrity of existing neighborhoods. Screening between neighborhoods shall have a vegetation component. The use of opaque fencing, walls and similar privacy fencing around the perimeter of neighborhoods shall also provide natural vegetation along the outside.**

The New Applicant has proposed a residential density of 2.43 units per acre for the entire Project, which density is consistent with neighboring communities of Tomoka Pines, Gran Lake, Murabella, Windward Ranch and others. The New Applicant will provide the required development and scenic edges, as shown on the MDP for the Property. Existing natural

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

vegetation should provide adequate screening around the perimeter of the neighborhood.

2. **Incompatibilities between existing neighborhoods shall be mitigated through architectural design, development edges and recreational trails, additional landscaping and similar types of screening. Proposed mitigation for neighborhood incompatibility shall be determined by the Board of County Commissioners. The burden of proof shall be upon the applicant to prove to the Board of County Commissioners that the proposed mitigation meets the intent of this policy.**

The New Applicant will comply with requirements of the Comprehensive Plan and Code to provide required buffering, development edges, screening and architectural design to eliminate any incompatibilities between existing neighborhoods and the proposed project.

3. **Development shall identify and incorporate into its plans measures to protect rural character, archeological, cultural, and historic sites, when these sites are deemed to be significant by St. Johns County or the State of Florida.**

A cultural resources report was included with the companion Comprehensive Plan Amendment application package.

4. **Development shall avoid the creation of urban sprawl and strip development.**

(a) the extent to which the proposed amendment is contiguous to an existing Development Area which has developed in a manner providing a compact, contiguous development pattern with the proposed amendment:

The Property is located within an existing PUD where several hundred homes have already been constructed. This modification reduces the number of homes allowed on the Property. The proposed residential density of 2.43 units per acre for the entire Project is consistent with residential densities of the nearby Murabella, Windward Ranch, Whisper Ridge and other developments which have densities of two (2) units per acre to six (6) units per acre and commercial/office/light industrial intensities at the interchanges of I-95/State Road 16 and I-95/International Golf Parkway.

(b) the extent to which population growth and development trends warrant an amendment, including an analysis of vested and approved but unbuilt development;

The Property is located within an existing PUD. The proposed homes on the Property are less than what is currently entitled for the Property within said PUD.

St. Johns County Fire Stations 4 (County Road 208) and 16 (Murabella) are both located within five (5) miles of the site, so the project will not result in a diminution of that public service in the area.

Water and sewer lines are currently available to the site along State Road 16 to provide

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

service to the development. Reclaimed water will be made available consistent with the SJCUD availability letter at the time of system design.

The New Applicant will enter into a Development Agreement with St. Johns County concurrently with the County Commission's approval of this PUD Ordinance to memorialize the details of contribution of $20,000,000 in transportation mitigation for the 512 single-family residential units. This is in addition to the $5,040,000.00 paid for the 442 platted lots.

This Project has been designed to minimize impacts to wetlands and endangered or threatened species by clustering development within upland portions of the site. By providing upland buffers adjacent to contiguous wetlands, the New Applicant will preserve water quality within Turnbull Creek. In fact, water quality may be enhanced by the cessation of cattle operations within the Property.

In order to ensure the Project is compatible with the existing Turnbull Creek Conservation Area and Star 4 Mitigation Bank, the New Applicant will provide a minimum 35-foot undisturbed or landscaped development edge along all Property that constitutes the perimeter of the Project except along the secondary emergency access road. The Project will not be interconnected into either the Turnbull Creek Conservation Area or Star 4 Mitigation Bank lands to preserve them from intrusion. There are existing access roads into both the Turnbull Creek Conservation Area and Star 4 Mitigation Bank. The New Applicant will notify homeowners within the community of the possibility of prescribed burns and other land management activities that may occur within the Turnbull Creek Conservation Area and Star 4 Mitigation Bank, with such notice being included in recorded homeowners' association documents.

All roads within Grand Oaks will be owned and maintained by an HOA or CDD. Thus, no taxpayer dollars will be used to maintain, repair or replace community roads.

This major modification does not delete the previous requirement for donation of the 30-acre middle school site or the preservation of approximately 89-acres of wetlands.

All previous agreements with past parties within the Project are still enforceable against said past parties.

(c) the extent to which adequate infrastructure to accommodate the proposed amendment exists, or is programmed and funded through an adopted Capital Improvement Schedule, such as the County Capital Improvement Program, the Florida Department of Transportation Five-Year Work Program, the North Florida Transportation Planning Organization. (TPO) Transportation Improvement Program, or will be privately financed through a binding executed agreement, or will otherwise be provided at the time of development impacts as required by law;

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

Access to the Property is via State Road 16 by way of an existing, improved public road within the Project. The New Applicant proposes to develop and construct one emergency access to the Property and Project from State Road 16 as shown on the MDP.

(d) the extent to which the amendment will result in an efficient use of public funds needed for the provisions of new infrastructure and services related to it;

The residential parcels within the Property can be easily served by the existing State Road 16 for access. Existing SJCUD water and sewer lines are located adjacent to the site. The New Applicant will extend those lines to the Property (if not already extended). Therefore, no public funds are needed for the provision of new infrastructure or services for the project. The transportation mitigation proposed with this modification will help fund improvements to State Road 16.

(e) the extent to which the amendment will not result in a sprawl development pattern as determined by Chapter 163, Florida Statutes, and will not discourage infilling of more appropriate areas available for development within existing. Development Area Boundaries; and

Section 163.3177(6)(b), Florida Statutes, states that a Comprehensive Plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

1. **Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.**

   The PUD major modification accomplishes by providing housing for County residents near the existing Development Area, and within the Development Area boundary once this application is approved, and preserving a majority of the existing on-site wetlands.

2. **Promotes the efficient and cost-effective provision or extension of public infrastructure and services.**

   The modification is less units than is currently approved and is for construction of single-family homes in areas already zoned for single-family homes.

3. **Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.**

   The modification to the PUD requires vehicular and pedestrian interconnectivity

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

within the Property and to other areas within the Project.

4. **Promotes conservation of water and energy.**

   The PUD major modification accomplishes by connecting to existing water and sewer systems owned by SJCUD within the existing Development Area boundary.

5. **Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.**

   Not applicable. No agricultural uses are proposed for the Property once fully developed.

6. **Preserves open space and natural lands and provides for public open space and recreation needs.**

   The Project accomplishes by preserving more than approximately 89 on-site wetlands by clustering development within upland areas of the site. Total amount of wetlands within the Property is 1.62 acres. This is included in the 4.17 acres impacted in the entire Project.

7. **Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.**

   This modification reduces the number of residential units in the PUD.

8. **Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in section 163.3164.**

   The PUD major modification provides for a reduction in the number of units for which the Property is currently entitled.
   The Property will be developed in the manner required by Section 163.3177(6)(b), Florida Statutes, and thus does not, by law, constitute urban sprawl. As shown in the Generalized Site Plan attached to this application, the New Applicant is proposing a maximum of single-family residences at an average density of 2.43 units per acre for the entire Project, which density is consistent and compatible with the densities of nearby communities of Windward Ranch and Tomoka Pines and nearby communities of Murabella, Gran Lake, Whisper Ridge and others.

(f) the extent to which the amendment will result in a sustainable development pattern through a balance of land used that is internally interrelated; demonstrates an efficient use of land; ensures compatible development adjacent to agriculture

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

lands; protects environmental qualities and characteristics; provides interconnectivity of roadways; supports the use of non-automobile modes of transportation; and appropriately addresses the infrastructure needs of the community.

The New Applicant will provide roadway and sidewalk interconnectivity throughout the Property and to the Project, as shown on the MDP. Sidewalks shall be a minimum of four (4) feet in width for local roads.

5. **Development shall provide accessible open space in the form of squares, plazas, parks, greens and similar open space design. The extent, scale and size of these open space areas shall be submitted with the development plan. Where possible, areas used as open spaces shall consider the use of existing agricultural or rural silvicultural areas to help maintain the rural character of the sector.**

The New Applicant will provide all parks, green space, development and scenic edges and other open space required by this PUD modification within the Property as shown on the MDP. The various open spaces and edges will contain existing vegetation where applicable.

6. **Residential, commercial, retail, office and other non-residential uses shall be provided in compact centers. Strip development shall be prohibited. Commercial, retail, office and other non-residential uses shall be interconnected with residential areas with vehicular, bike and pedestrian ways to assist in alleviating traffic congestion on other roadways.**

This portion of the PUD does not include non-residential uses other than open space and amenities which complement the proposed residential uses.

7. **When determined appropriate, development shall provide a mixture of housing types and price ranges to provide housing opportunities for all residents of the Northwest and benefit the area's economy.**

The homes within the Property will be similar in housing type to the homes already approved for the Property and the Project and the homes which have been constructed throughout the Project.

8. **Development shall provide a pedestrian friendly transportation system. Pedestrian sidewalks or bikeways shall be provided.**

The New Applicant will provide sidewalks throughout the Property and provide pedestrian interconnectivity to other areas within the Project from the Property.

9. **When determined appropriate, development shall provide the location and proposed density/intensity of development of each neighborhood, as well as the demand,**

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

location and size of schools, civic sites and parks in accordance with the requirements of these policies.

The MDP shows the locations of proposed residential areas, amenity areas, open space and other improvements.

10. Development shall identify major, minor collector roadways and limited access arterial roadways. Interconnectivity within the development and with surrounding development shall be provided.

The Property will connect to State Road 16, in the locations depicted on the MDP. The Property will be connected with neighborhoods to the southeast via State Road 16. The project cannot be connected with lands to the north, south or west due to the location of existing residences (north and south) and the location of contiguous wetland systems, including Turnbull Creek Conservation Area.

11. Development shall identify bikeways and pedestrian ways. Bikeway and pedestrian interconnectivity within the development and with the surrounding area shall be provided, if feasible.

The New Applicant will construct a sidewalk within the Property as required by the applicable rules and regulations.

12. Development shall identify the extent, type and location of natural features and vistas in the planned development.

A majority of the on-site wetlands will be preserved.

13. Development shall identify existing land uses and prevalent development patterns within and surrounding the proposed development within the defined community.

The proposed development on the Property is the same as previously approved but with less units.

14. Development shall identify development edges and recreational trails and other environmental features within and surrounding the proposed development within the defined community.

As shown on the MDP, this PUD major modification provides the required development edges and recreational trails, with pedestrian and vehicular connection to State Road 16 and its adjacent sidewalks/paths.

15. Development shall identify the developable land area within the development.

Developable land within the Property is depicted on the MDP.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

16. When determined appropriate, Development shall identify public facilities and services available to the area, available capacity and any deficiencies.

The New Applicant has provided information about public facilities and services available to the area and available capacity. The New Applicant will mitigate any facility or capacity deficiencies as needed for residents of the new development on the Property.

17. Development shall use underground utilities unless topography, drainage, or similar constraints cause underground utilities not to be feasible. This includes electric, water, sewer, cable, fiber optics, and phone lines that may be located in the development edges.

The Project will provide underground utilities unless infeasible. Development within the Property will provide underground utilities unless infeasible.

18. Development shall provide a statement of the community goals and objectives (Vision) consistent with the goals, objectives and policies of the Northwest Sector Overlay and provide how the proposed development meets the intent of the Vision.

This narrative provides a statement of the community goals and objectives.

19. Development shall identify the relationship to the surrounding defined community, neighborhoods, and commercial support areas.

The New Applicant has devised a MDP which shows the planned development on the Property in relation to the existing development within the Grand Oaks PUD.

20. When determined appropriate, the Development shall identify the proposed locations for right-of-ways and reserve right-of-way for roadways depicted on the Northwest Sector Overlay Map.

The previous developer dedicated right-of-way necessary for the existing access road from SR16.

21. Development shall identify neighborhood support facilities that are projected to be needed to address the impacts of the proposed development, such as but not limited to, traffic circulation, water and wastewater treatment plants, solid waste transfer facilities, fire stations, emergency medical services, police stations, government buildings, libraries, civic/cultural places, public gathering places, parks, and schools.

The New Applicant will provide project roadway connection to State Road 16 in the locations depicted on the MDP (to the extent they do not already exist), and will extend existing SJCUD potable water and sanitary sewer lines to this Property (to the extent they have not already been extended). The New Applicant will work in conjunction with SJCUD to loop its potable water system in this area of the County. The New Applicant will also provide required parks and

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

open space on the Property as shown on the MDP. The New Applicant does not propose to provide any solid waste transfer facilities, fire stations, emergency medical services, police stations, government buildings, libraries, civic/cultural places, public gathering places. The New Applicant will construct any additional access improvements along SR-16, including signalization, to the extent warranted, as well as, approved and requested by FDOT and the County.

B. The total number of acres included within the Project as requested in the application.

The entire Project includes approximately 524 acres, as shown on the original PUD (Ordinance 2018-40). The Property is approximately 126 acres.

C. The total number of wetland acres included within the Project as requested in the application.

The entire Project included/includes approximately 93.5 acres of wetlands, including approximately 4.17 acres of wetland impacts.

D. The total amount of development area, including the total number of developable acres (including filled wetlands) for each proposed use and the total number of wetland acres to be preserved for each land use. Each developable parcel shall be limited to one use classification, as provided in Article II of the Code.

There are approximately 435 developable acres (including approximately 4.17 acres of filled wetlands) within the entire Project. Approximately 89 acres of wetlands will be preserved within the entire Project.

E. The total number of residential dwelling units and density of the Project, proposed density bonuses, the projected population, and projected population of school age children that may reside within the Project.

The entire Project will include a maximum of 954 single-family residential units on approximately 481.5 gross acres and approximately 393 net developable acres. Of those units, a maximum of 648 will be non-age-restricted and a maximum of 306 will be age-restricted. The New Applicant will provide a declaration of restrictive covenant recorded against title to age-restricted lots, with approval of the St. Johns County School District. The requested density is within the parameters of the Property's Future Land Use designation of Residential C.

The proposed maximum of 954 units will result in a maximum project density of 2.43 units per acre net acre and 1.9 units per gross acre. The projected population within the Property is 2,438 residents, based on 2.44 residents in each of the maximum 954 homes. The projected population of school age children is 472 (674 units times 0.70 children per household).

For the Property, there can be a maximum of 145 age-restricted and a maximum of 367 non-age restricted single-family residential units.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

F. The total square footage and intensity of non-residential development.

The entire Project will include a maximum of 100,000 square feet of commercial space and a maximum of 50,000 square feet of office space on approximately 12.4 acres. Non-residential uses within the Property may include Neighborhood Business and Commercial, General Business and Commercial, Cultural/Institutional, Office and Professional, Neighborhood Public Service, General Public Service, Regional Business and Commercial, and Mixed-Use Community Commercial, as those terms are defined in the Code, as a matter of right. Any Special Uses allowed in the Commercial General zoning district shall be permitted within Grand Oaks, subject to applicable development standards set forth in LDC Part 2.03.00. Sale of Alcoholic Beverages and Recreational Vehicle/Boat Storage facilities shall be allowed within the Property, subject to applicable development standards set forth in LDC Part 2.03.00.

Agricultural and silvicultural practices may continue in areas of the Property where construction has not commenced (except in upland buffers or preserved wetland areas) and so long as no requirements set forth herein or on the MDP are compromised. Agricultural and silvicultural operations would be subject to any applicable provisions of the Code.

G. The residential and non-residential structure setbacks, as measured from the property line, the minimum size of residential lots, the number of parking spaces for residential and non-residential uses, the use of signs and signage to serve the Project, including sign height, size and type, such as wall, ground or monument, pylon, etc., street lights or other required outdoor lighting within the Project, and the maximum height of all structures.

1. Single-Family Residential Criteria.

a. Setbacks:

Front Yard:	20 Feet
Second Front Yard/Corner Lots:	10 feet
Rear Yard:	10 Feet
Side Yard:	5 Feet

All structures shall have a minimum separation of 10 feet, as measured from outer wall to outer wall. Projections will be permitted to encroach into side yard setbacks. See Section T for waiver. Setbacks shall be measured from a point on each structure that is at least thirty (30) inches above the general ground level. No air conditioning equipment, electrical equipment, masonry walls, masonry fences, concrete walkways, pools, pool decks, pool enclosures, buildings or eaves of any buildings shall be located within an underground utility or drainage easement.

b. Building height: Buildings shall not exceed 35 feet in height.

c. Minimum lot size: 4,400 square feet.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

d. Minimum lot width: 40 feet; however, lots on cul-de-sacs or curves shall be a minimum of 25 feet where the side yards intersect the street line. In accordance with LDC Section 6.01.04.I, the minimum dimension of the buildable lot shall not be less than the required and minimum lot width at the front yard. In the case of lots not meeting the minimum dimension at the minimum required front yard, as defined in LDC Table 6.01, the front yard shall be extended to the point at which the minimum dimension is met.

e. Minimum lot depth: 110 feet.

f. Maximum impervious surface ratio: 70 percent per lot.

g. Maximum coverage by buildings: 65 percent per lot.

h. Parking: Two (2) parking spaces shall be provided within the garage and/or driveway of each single-family residential unit.

i. Signage: Any signage located within County right-of-way shall be permitted through the County's Engineering Office. For the purposes of signage, the Property shall be considered one premise.

1. Ingress, egress and directional signs along the main collector road internal to the Property can be a maximum of 16 square feet in size and a maximum of five
(5) feet in height. See Section T for waiver.

2. Temporary signs shall conform to the requirements of LDC Sections 7.02.02 and 7.02.03.

3. Various locational, directional, model home, wayfinding and traffic control signs shall be allowed on site to direct traffic and for identification of sales offices, recreation areas and others. Such signs shall comply with applicable requirements of LDC Section 7.02.06.

2. Non-Residential Criteria (for the Property this is limited to amenities and other ancillary uses to the residential uses). These changes do not apply to any Non-residential property located in the Project not located within the Property.

a. Setbacks: The minimum building setbacks are:

1. Setbacks are: Front Yard: 0 feet
Rear Yard: 0 feet
Side Yard: 0 feet

2. All structures shall have a minimum separation often (10) feet, as measured

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

from outer wall to outer wall. Projections shall be permitted to encroach into side yards. See Section T for waiver. Setbacks shall be measured from a point on each structure that is at least 30 inches above the general ground level. No air conditioning equipment, electrical equipment, masonry walls, masonry fences, concrete walkways, buildings or eaves of any buildings shall be located within an underground utility or drainage easement.

3. A 20-foot setback will be provided for building, parking and/or storage areas along property lines adjacent to road rights-of-way and adjacent to residential uses, in accordance with LDC Section 5.03.03.B.2. Portions of the non-residential property may be sold as individual parcels, provided each parcel has shared property frontage for access/ingress/egress.

b. Building height: Buildings shall not exceed 45 feet in height. Structures over 35 feet in height shall be protected with automatic sprinkler systems designed and installed in accordance with the latest edition adopted by the Florida Fire Prevention Code as adopted by the State of Florida and NFPA 13.

c. Maximum impervious surface ratio: 70 percent.

d. Maximum lot coverage by buildings: 65 percent of the overall parcel.

e. Maximum floor area ratio: 50 percent.

f. Parking: Individual parcels may share parking with other facilities pursuant to shared parking agreements, provided the uses sharing the parking areas do not result in a lack of required parking and are in conformance with LDC Section 6.05.02.B. The shared-parking shall be located within 300 feet of the public entrance to the structure or the land area containing the use for which such spaces are required. Off-site parking, which shall be located within the bounds of the non-residential areas of the Property, will be an allowable use for out-parcels with the Property.

g. Signage:

1. Along the project collector road, the New Applicant shall be permitted to have ground signs at each of the entrances into the commercial/office parcel and the school site, in the locations depicted on the MDP. Such signs will have maximum of 150 square feet of ADA each and a maximum height of 20 feet.

2. Temporary signs shall comply with applicable provisions of LDC Sections 7.02.02 and 7.02.03.

3. Various directional, location, model and traffic control signs shall be allowed on-site to direct traffic and for identification of sales offices, amenity areas and the like. Such signs shall comply with applicable requirements of LDC Section 7.02.06.

4. A project identity monument (without signage) will be allowed in the median of the eastern access road into the project from State Road 16, in the

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

location depicted on the MDP. Such project identity monument shall not exceed 25 feet in height. See Section T for waiver. The monument will meet all other applicable requirements of LDC Section 7.06.02.

5. For purposes of signage, the Property shall be considered one premise.

3. Overall Site Criteria

a. Lighting: Project lighting will comply with the provisions of LDC Sections 5.03.06.H.6 and 6.09.

b. Incremental Master Development- Plans. The MDP is included with this rezoning application. Due to the large size of the development parcels within the PUD, incremental MDPs **("IMDPs")** will be submitted for the remaining portions of the site in conjunction with submittal of final construction plans for the applicable portion of the PUD. These IMDP maps must demonstrate compliance with all sections of this MDP. Each IMDP shall include a notation that building locations are general and subject to final construction plan approval.

H. The type and location of infrastructure needed to serve the Project, including at a minimum, drainage facilities, vehicle and pedestrian access to the Project, internal vehicle and pedestrian access within the Project, interconnectivity access points to adjacent properties, potential new or expanded thoroughfare or right-of-way location, park, open space and recreation facilities, types of active recreation that will be provided, the provision of water and sewer, fire protection, and solid waste collection. Additional infrastructure requirements may be addressed based upon the character or location of the Project.

1. Drainage: A master stormwater management system shall be constructed and maintained by one or more property or homeowners associations and/or a CDD. The stormwater management system will be constructed in accordance with the requirements of St. Johns County and the St. Johns River Water Management District **("District").** When feasible, the project will utilize the stormwater ponds as a source of irrigation to all common areas.

2. Site Access: Vehicular access within the Project and the Property is depicted on the MDP and connects off-site to State Road 16. A collector road (the **"Collector Road")** has been constructed through the Project from the eastern State Road 16 entrance as depicted on the MDP. Site access turn lanes have been constructed on SR 16 for build out and signalization or other intersection control will be constructed when warranted and approved by FDOT and the County.

Roads within the Project and the Property will be owned and maintained by a homeowners association or community development district.

An emergency access road shall be provided as shown on the MDP.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

The emergency access road shall:

- If gated, have a Knox padlock or key switch.
- The access road must support 80,000 lbs.
- Have at least twenty (20) feet unobstructed width and 13.5 feet vertical clearance.

As transportation mitigation for development of the 512 single-family homes within the Property, the New Applicant will pay $20,00,000.00 **.** The details of this mitigation are set forth in more detail in the agreement between the New Applicant and the County approved by the County Commission concurrently with this PUD Ordinance.

Emergency access to the western portion of the site will be via the existing private road into the Project.

The Project will provide non-vehicular interconnection to the County's Turnbull Creek Conservation Area in the location depicted on the MDP. The Project cannot connect land to the south and southeast because they are part of the Star 4 Mitigation Bank.

As shown on previous MDPs for this PUD, the New Applicant will provide an area for potential bike/pedestrian access to CR2209 if requested by the County.

3. Pedestrian/Bicycle Circulation: Within the Property and where required by the applicable LDC provisions, pedestrian and bicycle circulation will be provided via a minimum four (4)-foot-wide sidewalk on one side of all interior roads; via a minimum five (5)-foot-wide sidewalk on both sides of collector roadways; via a minimum six (6)-foot-wide sidewalk adjacent to the proposed school site within the project; and within the project collector road as required by the Code. Sidewalks internal to the Property will be constructed concurrently with the adjacent roads. Sidewalks shall comply with Section 403.5.3 of the Florida Accessibility Code for Building Construction **("FACBC")** for "passing space". All pedestrian accessible routes shall meet the requirements of the FACBC and Americans Disability Act Accessibility Guidelines **("ADAAG")** established by Florida law and 28 CFR Part 36.

4. Parks, Open Space and Recreational Facilities:. The Project will have 2,328 residents (954 units x 2.44 persons per unit) and will provide approximately 19.9 acres of recreational area (approximately 2.2 acres more than the required 12.2 acres) in the locations depicted on the MDP. A minimum of sixty (60) percent of the required park acreage, or 7.9 acres; will consist of community parks (e.g., ballfields, multi-use fields).

The entire Project provides more than the required minimum of five (5) percent conservation of upland natural vegetation. There is no Significant Natural

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

Communities Habitat on the Property. All specimen oak trees within the Property will be preserved, pursuant to applicable provisions of the Code. The entire Project provides approximately 147 acres of open space, which is approximately sixteen (16) acres more open space than required by LDC Section 5.03.03.A.1. All of the facilities and elements for each open space, recreational area and/or amenity center, or the like, shall meet the requirements of the FACBC, adopted pursuant to Section 553.503, Florida Statutes, based on the 2010 ADA Standards for Accessibility Design.

5. Fire Protection: Fire protection will be provided in accordance with the most current edition of the Florida Fire Prevention Code, as adopted by State of Florida.

6. Solid Waste Collection: Solid waste collection will be provided by a County-contracted waste collection company.

- ***I. The amount of water/wastewater/reuse, based upon the projected population, and the public utility providers, if applicable.***

Water and sewer services will be obtained from the SJCUD via central utility systems which will be extended serve the adjacent Steeplechase project. The New Applicant will extend water and sewer mains to serve the Property (as needed), subject to agreement and permitting by SJCUD and other applicable agencies. Water and sewer use will be as follows:

1. Water:

954 residential units	350 gallons per day/unit	333,900 gallons per day
100,000 square feet of commercial space	10 gpd/100 square feet	10,000 gallons per day
50,000 square feet of office space	15 gpd/100 square feet	7,500 gallons per day

2. Sewer:

954 residential units	350 gallons per day/unit	333,900 gallons per day
100,000 square feet of commercial space	10 gpd/100 square feet	10,000 gallons per day
50,000 square feet of office space	15 gpd/100 square feet	7,500 gallons per day

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

All on-site utility infrastructure will be public (but may be located on privately owned land) and will be installed underground to the extent feasible. All utility construction projects are subject to the current construction standards within the Manual of Water, Wastewater, and Reuse Design Standards & Specifications at the time of review. Utility connection points shall be installed as listed in the availability letter or as directed otherwise by the SJCUD to minimize impact to the existing infrastructure or to the existing level of service. Water and sewer lines that are to be dedicated to the SJCUD for ownership that are not in the public right-of-way shall require an easement/restoration agreement. No improvements such as pavement, sidewalks, and/or concrete walks are to be placed on top of water, reuse, and/or sewer pressurized mains unless otherwise approved by SJCUD. Landscaping trees and landscaping buffers shall be placed at a minimum of 7.5 feet away from the centerline of utility pipelines. Reuse infrastructure for irrigation may be installed in anticipation of future service, as indicated in the SJCUD availability letter. Lot irrigation systems may utilize soil moisture readers to reduce the amount of water used for irrigation and to better conserve water resources. Landscaped common areas shall be irrigated with stormwater from on-site retention/detention ponds as the primary (first) source. Reuse water, once available, will serve as a secondary (back up) supply for irrigating common areas. The New Applicant will maximize use of stormwater, surface water and reclaimed water for irrigation, as indicated in the SJCUD availability letter.

Any wells and septic systems located within the Property that are displaced by development shall be properly abandoned consistent with Florida Administrative Code and Environmental Health procedures prior to construction plan approval.

J. ***The type of underlying soils and their suitability of development of the proposed Project.***

Soils located within the Project include those listed in the environment report by Environmental Services, Inc. ("ESI") dated December 2016 (the "Environmental Report") as attached as Attachment "E." to the PUD as originally approved. The suitability of such soils for development of the proposed project is as follows:

1. St. Johns Fine Sand, depressional (05). St. Johns fine sand, depressional, is a very poorly drained, nearly level soil in depressions in the flatwoods. This soil is covered with standing water for periods of 6 to 12 months in most years. Typically, the surface layer is black fine sand about 13 inches thick. The subsurface layer is fine sand, which is about 12 inches thick. It is dark gray in the upper three inches and gray in the lower nine inches.

2. Pomona Fine Sand (09). Pomona fine sand is a poorly drained, nearly level soil is in broad areas in the flatwoods. The seasonal high water table is within 10 inches of the surface for one to three months and is at a depth of 10 to 40 inches for six months or more. During extended dry periods, the water table recedes to a depth of more than 40 inches. Typically, the surface layer is black to very dark gray fine sand about six inches thick. The subsurface layer, which is about 15 inches thick, is gray and light gray fine sand.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

3. Ona fine sand (12). Ona fine sand is a nearly level, poorly drained sandy soil in flatwood areas. The seasonal high water table is at a depth of 10 to 40 inches for periods of four to six months during most years. It rises to a depth of less than 10 inches for periods of one to four months and may recede to a depth of more than 40 inches during very dry seasons. Typically, the surface layer, about eight inches thick, is very dark gray fine sand. The subsoil between depths of 8 and 16 inches. is black to dark brown fine sand.

4. Floridana fine sand, frequently flooded (18). Floridana fine sand is a very poorly drained, nearly level soil on flood plains and in broad, shallow drainageways. This Floridana soil is subject to flooding for one to three months during the rainy season. The water table is at a depth of less than 10 inches for more than six months during most years. Typically, the surface layer is black fine sand about 18 inches thick. The subsurface layer is grayish brown fine sand about 10 inches thick.

5. Manatee fine sandy loam, frequently flooded (22). Manatee fine sandy loam is a very poorly drained, nearly level soil on flood plains and in poorly defined drainageways. This soil has a water table within 10 inches of the surface for two to four months in most years. It is subject to flooding for long periods during seasons of high rainfall. Typically, the surface layer is very dark gray and black fine sandy loam about 13 inches thick. The subsoil, which extends to a depth of 34 inches, is very dark gray fine sandy loam in the upper 12 inches and dark gray sandy clay loam in the next nine inches.

6. Wesconnett fine sand, frequently flooded (30). Wesconnett fine sand is a very poorly drained, nearly level soil in narrow to broad, weakly defined drainageways in the flatwoods. The seasonal high water table is at a depth of less than 10 inches for 6 to 12 months during most years under natural conditions. It is subject to flooding during wet seasons. Typically, the surface layer is covered by partly decomposed leaves, roots, and twigs about three inches thick. The surface layer is black fine sand about eight inches thick.

7. Tocoi fine sand (34). Tocoi fine sand is a poorly drained, nearly level soil in broad flatwood areas. The seasonal high water table is at a depth of less than 10 inches for two to four months during rainy seasons. It is within a depth of 20 to 40 inches for six months or more during most years. Typically, the surface layer is black fine sand about 13 inches thick. The upper part of the subsoil consists of very dark brown and dark reddish brown fine sand, which extends to a depth of 23 inches.

8. Holopaw fine sand (46). Holopaw fine sand is a poorly drained, nearly level soil in low, broad areas in the flatwoods. The seasonal high water table is at a depth of less than 10 inches for one to three months, but may recede to a depth of 10 to 40 inches for three to four months in most years. Typically, the surface layer is covered with partly decomposed litter and organic matter about one inch thick. It is mixed very dark gray and grayish brown fine sand in the upper seven inches, and it is dark gray fine sand in the lower six inches. The subsurface layer, which extends to a depth of about 53 inches, is light gray to gray fine sand.9.Holopaw fine sand, frequently flooded (47). Holopaw

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

fine sand, frequently flooded, is a very poorly drained, nearly level sandy soil in broad, shallow drainageways. This soil is flooded for more than one month during most years. The water table is within 10 inches of the soil surface for two to six months annually. Typically, the surface layer is black fine sand about six inches thick. The subsurface layer, about 44 inches thick, is grayish brown and gray fine sand. 10. Winder fine sand, frequently flooded (48). Winder fine sand is a poorly drained, nearly level soil that formed in loamy marine materials. The seasonal high water table is within a depth of 10 inches for two to six months during most years. The soil is subject to flooding for periods up to three months during times of high rainfall in most years. Typically, the surface layer is dark gray fine sand about three inches thick. The subsurface layer is light gray fine sand about eight inches thick.

9. EauGallie fine sand (58). EauGallie fine sand is a poorly drained, nearly level soil on low knolls and ridges, adjacent to depressions and drainageways in the flatwoods. The water table is within 10 inches of the surface for a period of one to from months and within 40 inches for more than six months. Typically, the surface layer is black fine sand about six inches thick that contains many uncoated sand grains. The subsurface layer, about 11 inches thick, consists of gray and light gray fine sand.

10. Riviera fine sand, depressional (61). Riviera fine sand, depressional, is a very poorly drained, nearly level soil in depressional areas and in the flatwoods. The water table is• above the surface for more than six months in most years. Typically, the surface layer consists of about six inches of dark gray fine sand. The subsurface layer is grayish brown fine sand, which extends to a depth of 25 inches.

11. Placid fine sand (63). Placid fine sand is a very poorly drained, nearly level soil on broad, low, flat areas. This soil has a seasonal high water table within a depth of 10 inches for more than six months in most years. During extended dry periods, the water table may recede to a depth of more than 40 inches. Typically, the surface layer is black fine sand about 12 inches thick. The subsurface layer is fine sand, which extends to a depth of 51 inches. It is dark gray in the upper part and grayish brown, light gray, and dark grayish brown below.

K. The type and extent of upland forest and wetlands on the site using the Level Ill classification of the Florida Land Use Cover and Classification System (FLUCCS). A map depicting the location of upland forest and wetland vegetation shall be provided with the application.

The Property includes the Florida Land Use Cover and Classification System **("FLUCCS")** areas shown on the FLUCCS map contained in the Environmental Report attached to the original PUD application

Turnbull Creek runs north and south along the western border of the Property/Project. The preservation of Turnbull Creek will allow for the perpetual protection of contiguous wetland/tributary systems from this Property north to the County's Turnbull Creek Conservation Area to the Twelve Mile Swamp.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

L. The type and extent of any Significant Natural Communities Habitat as defined by the Code. Listed Species information including locations, densities and extent of habitat.

Please see attached information on Bald Eagle Nest SJ-921.The map enclosed identifies the nest as SJ056. No Significant Natural Communities Habitat exists within the Property. The Bald Eagle Nest Is not located within the Property. Only a few homes lots located in section 2E are within the 1500 foot radial area.

M. Identification of known or observed Historic Resources as defined by the Code, including any sites listed within the State Division of Historical Resources Master Site File or the St. Johns County Historic Resources Inventory. In such cases, the requirements of Part 3.01.00 of the Code shall apply.

The original applicant had a cultural resources analysis done of the Property and no such resources were located. A copy of the analysis was provided to the County and is included in the file for this application.

N. The type and extent of buffering, landscaping, tree removal, tree protection and buffering between adjacent uses as needed to aesthetically screen uses and provide privacy.

1. Buffers: A 10-foot natural/landscaped buffer will be provided where the Property includes the Project perimeter, as depicted on the MDP. Portions of the Property located adjacent to the future County Road 2209 will have 50-foot buffers along such road rights-of-way and shall include Type "B" screening as required in LDC Section 6.06.04.B.6. An average 25-foot upland buffer (minimum ten (10) feet) will be provided adjacent to contiguous wetlands. The upland buffer shall be measured from the State jurisdictional wetland line, pursuant to LDC Section 4.01.06.B. The requirement of LDC Section 4.01.06.B.2 for a 25-foot setback from the upland buffer shall not be required for residential lots adjacent to contiguous wetlands when the required upland buffer is not included as area or acreage within the platted lots.

2. Development Edges: A 35-foot development edge will be provided where the Property includes the perimeter of the Project, as depicted on the MDP; provided, however, that a 10-foot development edge shall be provided within the right-of-way of the emergency access road. See Section T for waiver.

   Other project development edges may be left in a natural state or landscaped. Where edges have little or no vegetation, they will be planted with native vegetation consistent with LDC Sections 6.06.02.G.1 and 6.06.02.H.1.

   Development edges may include signs, multi-purpose paths, trails and stormwater ponds designed as amenities (for example with fountains, gazebos, benches and similar improvements). Development edges may include natural walking paths that can be used by residents. Such paths shall be owned and maintained by a homeowners association. No development edge is required where a scenic edge is provided.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

3. Scenic Edges: A 75-foot scenic edge will be provided where the Property is adjacent to proposed County Road 2209 rights-of-way, as depicted on the MDP. Scenic edges may be left in a natural state or landscaped. Where edges have little or no vegetation, they will be planted according to the following landscape requirements (See Section T for waiver):

    a. Native evergreen canopy trees planted every 20 to 30 feet on center.
    b. Non-canopy trees shall be planted every 10 to 20 feet on center, except that the spacing may be modified through the clustering of the required trees provided the same number of trees is planted and the gap between the trees cannot exceed 50 feet.
    c. Shrubs shall be planted between every three (3) to 15 feet on center and appropriately staggered.
    d. Groundcover shall be planted every two (2) to five (5) feet on center.
    e. Breaks in the scenic edge may be allowed in otherwise continuous edges to allow for access and associated entrance features, and provide view corridors to parks, scenic areas and other publicly accessible areas. The spacing may also be modified through the clustering of the required trees provided the same number of trees is planted and the gap between the trees cannot exceed 50 feet.

At the reasonable discretion of County staff, roads, signs, drainage, utility or access easements, multi-purpose paths, and drainage outfalls may be located within the scenic edge. Breaks in the scenic edge are allowed in otherwise continuous edges to allow for access and associated entrance features, including signage and fencing incorporated into entry features, and to provide views corresponding to parks, scenic areas and other publicly accessible areas. Tree mitigation and landscaping will comply with applicable provisions of the Code at the time of permitting.

4. Use of Native Vegetation: The Project will use native vegetation around stormwater ponds to create wildlife habitat and passive recreation areas, consistent with Comprehensive Plan Policies D.3.2.6 and E.2.6.8.

O. PUDs located in Special Districts as defined by Article III of this Code shall include a statement identifying the particular Special District and refe1·encing the requirements to comply with the provisions of such Special District.

The Property is not subject to any Special District requirements.

P. The use, location and duration of temporary uses, including construction trailers, sales units, model homes and temporary signage related to construction of the Project.

Development of the site and construction of the improvements will require temporary uses such as construction trailers, sales offices, temporary signage and temporary access. The location of these uses will be depicted on construction plans. Temporary construction and sales

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

trailers will be removed no later than 30 days following the issuance of a certificate of occupancy for the last home constructed on the Property. The New Applicant shall be permitted to erect temporary on-site construction and real estate signage within the Property and the Project, in conformance with LDC Sections 7.03.01.B and C. The New Applicant may also construct model homes within the Property. Model homes may consist of no more than ten (10) percent of the total number of lots within individual, approved construction plans. No certificates of occupancy shall be released until a final plat has been recorded and as-builts have been approved by the County.

Q. The use and location of Access01y Uses for residential and non-residential structures, including guest houses, AJC units and related heating/cooling units, setbacks, swimming pools, fencing and similar uses.

Accessory Uses such as private garages, mother-in-law suites, guest houses and storage buildings; Home Offices, pursuant to LDC Section 2.02.04.B.9; Home Occupations, pursuant to LDC Section 2.03.07 (including the requirement to obtain homeowners association approval of a Home Occupation); model homes; guardhouses; air conditioning units and related heating/cooling units; swimming pools and pool equipment; Household Animals; fences, walls or hedges; gaze) and other open-air structures; boardwalks, docks, and other similar uses shall be permitted within the Property, all as subject to the applicable standards set forth in LDC Section 2.02.04.B and 6.04.06.F.7.d, however, they may be located within the setbacks for the single-family residential homes. Setbacks for accessory structures will meet all applicable requirements of LDC Sections 2.02.04.B.8 and 5.03.03.B.1.d. Accessory structures such as home offices and the like may receive the public as long as such structures comply with all appropriate Florida Building Codes, life safety issues and FACBC requirements. No air conditioning equipment, electrical equipment, masonry walls, masonry fences, concrete walkways, pools, pool decks, pool enclosures, buildings or eaves of buildings shall be' located within an underground utility or drainage easement.

R. A phasing schedule, which shall include the amount of residential and non-residential development to be completed within a specified phase; a specific commencement term with a definition of commencement, and a specific completion term with a definition of completion. Phasing of the PUD may be obtained by:....(2) the provision of number of residential units or non-residential square footage that comprise a phase and the provision of specific development conditions related to the specific phase (e.g. prior to the platting of one hundred (JOO) dwelling units, a park shall be provided). The phasing schedule shall also provide for a PUD Progress Report as required by Section 5.03.07.

The project will be developed in one (1), ten (10)-year phase. Development within the PUD has commenced. Completion shall occur no later than ten (10) years following approval of this modification. Completion shall be defined as approval of as-builts by the County. Construction phasing and construction accessibility routes shall be determined in cooperation with the County prior to the release of approved construction plans.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

S. ***The projected impact of the Project upon St. Johns County and an explanation of the Project's benefit to the County, as compared to existing zoning or other zoning district, and justification for the Project.***

The New Applicant is seeking this rezoning to reduce the number of homes approved for the Property, set forth new transportation mitigation requirements and make alterations to the access as shown on the MDP. The Property is near the Tomoka Pines project and near the Whisper Ridge, Windward Ranch, Murabella, Gran Lake and other communities, as well as the outlet malls at the interchange of Interstate 95 and State Road 16. Thus, the PUD major modification is a natural extension of compatible development. The project will preserve wetlands associated with Turnbull Creek. The Property may have a community development district.

T. ***A description of any requested waivers from the strict provisions of the Land Development Code to allow for innovative design techniques and alternative development patterns through the PUD zoning process. An explanation of the benefits arising from the application of flexible standards and criteria of the Code shall be provided to justify the need for such waivers.***

The New Applicant is requesting the following waivers from the provisions of the Land Development Code for the Property (this does not impact any waivers in the existing PUD as it applies to property in the Project which does not include in the Property):

LDC Section 6.01.03.E.3 Front Yards on Corner Lots
This waiver is requested to allow for a 10-foot front yard setback on the secondary road of corner lots. The primary front yard setback will be 20 feet, as provided for in Section G.1 hereof. The second front yard setback will be 10 feet, and no driveway shall be located within the secondary front yard. The reduction of second front yards will only be allowed when there are no impacts to site distance and/or visibility.

LDC Section 6.03.01 Fire Protection Regulations/Building Setbacks
This waiver is requested to allow the minimum separation of 10 feet between structures to be measured from outer wall to outer wall since the New Applicant will provide a fire protection system designed and installed in accordance with NFPA 13; or the required fire hydrants shall be capable of providing an additional 500 gallons per minute at 20 psi for two (2) hours. Such fire flow shall be in addition to that required by NFPA 1, Chapter 18.

LDC Section 6.04.07.A.2 Construction Access
This waiver is requested to allow temporary access for construction traffic to be provided to each phase of the Grand Oaks development. The New Applicant shall be permitted to use the existing project entrance road to State Road 16 for construction access. Additionally, the New Applicant shall be permitted to use local roads to provide access for horizontal construction traffic to future phases within residential development areas. Construction phasing and construction accessibility routes shall be determined in cooperation with the County prior to the release of approved construction plans.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

LDC Section 6.04.07.C Right-of-Way Requirements

This waiver is requested to allow a reduced right-of-way width for the emergency access road as shown on the MDP, which provides a secondary emergency access to State Road 16 in the location depicted on the MDP. The typical section includes a 60-foot-wide right-of-way which shall transition to a 65 foot-wide right-of-way in lieu of 80 feet. Except as provided herein, the New Applicant agrees to construct the roadway for emergency access in the same configuration as provided in the original PUD, provided that applicable municipal or county codes, ordinances, or design standards have not changed since that time in a manner that would require additional right-of-way width beyond what is currently available.

LDC Section 6.06.02.G Northwest Sector Scenic Edges
This waiver is requested to allow some non-native landscaping within the scenic edges where the Property borders CR2209 in order to have such edge landscaping more appropriately blend into landscaping within the Project. The New Applicant will provide the same number and type of landscaping required by the Code (e.g., trees, groundcover), except that some of those plants may be non-native. The request is for gaps not exceeding 50' as opposed to 30' for Scenic Edge for the scenic edge.

LDC Section 6.06.02.H Northwest Sector Development Edges
This waiver is requested in order to reduce the development edge within the emergency access road. The emergency access road includes 60 feet of right-of-way, which is not adequate in width to include 35-foot development edges on both sides of the parcel. The New Applicant is proposing to plant landscaping consistent with LDC Section 6.06.02.H within the development edge to provide buffering to adjacent properties. Such landscaping will be modified slightly from the Code in order to avoid interference with utilities within the road right-of-way. The request is also for a 10' wide development edge within the right-of-way of the emergency access road

LDC Section 7.02.06.B Directional Signs
This waiver is requested to allow ingress, egress and direction signs along the primary collector road within Grand Oaks to be larger than three (3) square feet in size and no more than three (3) feet in height. The project will include commercial and office parcels, a school, park sites and a number of individual neighborhoods, which may require larger directional signage.

U. A statement, and agreement to comply, binding all successors and assigns in title to the commitments and conditions of the MDP.

The New Applicant, on behalf of itself and its successors and assigns, hereby agrees and stipulates to proceed with the proposed development in accordance with the PUD ordinance for this application as adopted by the St. Johns County Board of County Commissioners. The New Applicant also agrees to comply with all conditions and safeguards established by the St. Johns County Planning and Zoning Agency and the St. Johns County Board of County Commissioners with respect to this Planned Unit Development rezoning application.

V. When the subject property is designated as more than one Future Land Use designation

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

on the Comprehensive Plan Future Land Use Map, a map shall be provided depicting the boundaries between the designations and provide the total upland and wetland acres for each Land Use designation.

•

The Future Land Use designation of the Property is Residential C.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

EXHIBIT "A"

Legal Description of the Property

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

ATTACHMENT D-1
ACKNOWLEDGMENTS, REPRESENTATIONS
AND WARRANTIES OF THE LANDOWNER

The Landowner for itself acknowledges, represents and warrants that:

1. *Organization and Standing.* Day Late Enterprises, Inc., is a corporation, and Homestead Investments, LLC, is a limited liability company, each duly organized, validly existing, and in good standing in the State of Florida, authorized to do business in the State of Florida, and each has full power and authority on behalf of itself to enter into this Agreement and complete the transactions contemplated by this Agreement, as applicable.

2. *Binding Agreement.* The acceptance and performance of the terms and provisions of this Agreement have been duly authorized and approved by all necessary actions on the part of the Landowner. Upon the Landowner's execution and delivery of this Agreement, this Agreement shall be binding and enforceable against the Landowner in accordance with its terms, and upon the Landowner's execution of the additional documents contemplated by this Agreement, as applicable, such additional documents shall be binding and enforceable against the Landowner in accordance with their respective terms.

3. *Consents.* Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement is subject to any requirement that the Landowner obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party, which has not been obtained or which, in any case or in the aggregate, if not obtained or made would render such execution, delivery or consummation illegal or invalid.

4. *Conflict.* Neither the execution of this Agreement, the consummation of the transactions hereby contemplated, nor the fulfillment of the terms hereof, will conflict with or breach any of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the Landowner is a party or any applicable laws or regulations of any governmental body having jurisdiction.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

ATTACHMENT D-2
ACKNOWLEDGMENTS, REPRESENTATIONS
AND WARRANTIES OF THE PURCHASER

The Purchaser for itself acknowledges, represents and warrants that:

1. Organization and Standing. The Purchaser is a limited liability company duly organized, validly existing, and in good standing in the State of Michigan, authorized to do business in the State of Florida, and has full power and authority on behalf of itself to enter into this Agreement and complete the transactions contemplated by this Agreement, as applicable.

2. Binding Agreement. The acceptance and performance of the terms and provisions of this Agreement have been duly authorized and approved by all necessary actions on the part of the Purchaser. Upon the Purchaser's execution and delivery of this Agreement, this Agreement shall be binding and enforceable against the Purchaser in accordance with its terms, and upon the Purchaser's execution of the additional documents contemplated by this Agreement, as applicable, such additional documents shall be binding and enforceable against the Purchaser in accordance with their respective terms.

3. Consents. Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement is subject to any requirement that the Purchaser obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party, which has not been obtained or which, in any case or in the aggregate, if not obtained or made would render such execution, delivery or consummation illegal or invalid.

4. Conflict. Neither the execution of this Agreement, the consummation of the transactions hereby contemplated, nor the fulfillment of the terms hereof, will conflict with or breach any of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the Purchaser is a party or any applicable laws or regulations of any governmental body having jurisdiction.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

ATTACHMENT D-3
ACKNOWLEDGMENTS, REPRESENTATIONS
AND WARRANTIES OF THE DISTRICT

The District for itself represents and warrants that:

1. Organization and Standing. The District is a local unit of special-purpose government duly organized and validly existing in good standing under Chapter 190, Fla. Stat., and has full power and authority to enter into this Agreement and complete the transactions contemplated by this Agreement, as applicable.

2. Binding Agreement. The acceptance and performance of the terms and provisions of this Agreement have been duly authorized and approved by all necessary actions on the part of the District. Upon the District's execution and delivery of this Agreement, this Agreement shall be binding and enforceable against the District in accordance with its terms, and upon the District's execution of the additional documents contemplated by this Agreement, as applicable, such additional documents shall be binding and enforceable against the District in accordance with their respective terms.

3. Consents. Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement is subject to any requirement that the District obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party which has not been obtained or which, in any case or in the aggregate, if not obtained or made would render such execution, delivery or consummation illegal or invalid.

4. *Conflict.* Neither the execution of this Agreement, the consummation of the transactions hereby contemplated, nor the fulfillment of the terms hereof, will conflict with or breach any of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the District is a party or any applicable laws or regulations of any governmental body having jurisdiction.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

ATTACHMENT D-4
ACKNOWLEDGMENTS, REPRESENTATIONS
AND WARRANTIES OF USBCT

USBCT, solely in its capacity as Trustee for the Bonds, represents and warrants that:

1. *Organization and Standing.* USBCT is a national banking association duly organized and validly existing in good standing under the laws of the United States of America and has full power and authority to enter into this Agreement and complete the transactions contemplated by this Agreement, as applicable.

2. *Binding Agreement.* The acceptance and performance of the terms and provisions of this Agreement have been duly authorized and approved by all necessary actions on the part of USBCT. Upon the Trustee's execution and delivery of this Agreement, this Agreement shall be binding and enforceable against the Trustee in accordance with its terms, and upon the Trustee's execution of the additional documents contemplated by this Agreement, as applicable, such additional documents shall be binding and enforceable against the Trustee in accordance with their respective terms.

3. *Consents.* Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement is subject to any requirement that USBCT obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party which has not been obtained or which, in any case or in the aggregate, if not obtained or made would render such execution, delivery or consummation illegal or invalid.

4. *Conflict.* Neither the execution of this Agreement, the consummation of the transactions hereby contemplated, nor the fulfillment of the terms hereof, will conflict with or breach any of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which USBCT, as Trustee, is a party or any applicable laws or regulations of any governmental body having jurisdiction.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

ATTACHMENT E
FORM OF TRUE-UP AGREEMENTS

This instrument was prepared by:

Wesley Haber
Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

TRUE-UP AGREEMENT
(ASSESSMENT AREA 2)

THIS TRUE-UP AGREEMENT ("**Agreement**") is made and entered into by and between:

Grand Oaks Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"); and

Pulte Home Company, LLC, a Michigan limited liability company, the owner of certain lands within the boundary of the District, whose mailing address is 12724 Gran Bay Parkway West, Suite 200, Jacksonville, Florida 32258 ("**Landowner**").

RECITALS

WHEREAS, the District was established by Ordinance No. 2018-47 of St. Johns County, Florida, effective August 24, 2018, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes,* as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District has adopted improvement plans for the planning, design, acquisition, construction and installation of various infrastructure improvements and facilities, which are embodied in the Master Engineer's Report for Grand Oaks Community Development District dated August 2018, as supplemented by the Supplemental Engineer's Report dated January 30, 2020, as revised August 17, 2020 (collectively, the "**Capital Improvement Plan**"); and

WHEREAS, the Capital Improvement Plan was prepared on behalf of and adopted by the District in support of certain community development services and facilities for the benefit of a master planned residential community known as "Grand Oaks" (the "**Development**") of approximately 450 gross acres (the "**District Lands**");

WHEREAS, phase one of the Development consists of approximately 202.43 acres ("**Assessment Area 1**"), phase two of the Development consists of approximately 166.2 acres ("**Assessment Area 2**") and phase three of the Development consists of approximately 81.37 acres ("**Assessment Area 3**");

WHEREAS, the Landowner is the owner of the parcels in Attachment A (the "**Property**"), which are situated within Assessment Area 2; and

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

WHEREAS, the District financed the design, acquisition, and construction of a portion of the improvements described in the Capital Improvement Plan related to Assessment Area 2 ("**Assessment Area 2 Project**") from the sale of its Special Assessment Revenue Bonds, Series 2020 ("**Bonds**"); and

WHEREAS, pursuant to Resolution Nos. 2019-03 and 2020-10 (together, "**Assessment Resolutions**"), the District has taken certain steps necessary to impose debt service special assessment lien(s) ("**Debt Assessments**") on the Property pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to secure repayment of the Bonds; and

WHEREAS, as part of the Assessment Resolutions, the District adopted the *Master Assessment Methodology Report*, dated August 30, 2018, as supplemented by the *Second Supplemental Special Assessment Methodology Report Series 2020 Bonds*, as adopted September 10, 2020 (together, "**Assessment Report**"), which is on file with the District and expressly incorporated herein by this reference; and

WHEREAS, Landowner agrees that the Property benefits from the timely design, construction, or acquisition of the Assessment Area 2 Project; and

WHEREAS, Landowner agrees that the Debt Assessments, which were imposed on the Property, have been validly imposed and constitute valid, legal, and binding liens upon the Property; and

WHEREAS, the Assessment Resolutions together with the Assessment Report provide that as the Property is platted, the allocation of the amounts assessed to and constituting a lien upon the Property would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on the developable acres within the Property, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends to plat and develop the Property based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

WHEREAS, as more fully described by the Assessment Resolutions, the Assessment Report anticipates a "true-up" mechanism by which the Landowner shall make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, with the amount of such payments being determined generally by a calculation of the principal amount of assessments to be assigned under the Assessment Report as compared to the amount able to be assigned as a result of actual platting;

WHEREAS, at the time the Bonds were issued the District entered into that certain *Agreement regarding True-Up Payment of Special Assessments for Special Assessment Revenue Bonds Series 2020* recorded in St. Johns County, Florida Official Records Book 5265, Page 282 (the "**Prior True Up Agreement**"); and

WHEREAS, this Agreement is intended to supersede and replace the Prior True Up Agreement only as it relates to the Property and this Agreement shall not impact the Prior True Up Agreement as it relates to any real property other than the Property.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

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.

2. **VALIDITY OF ASSESSMENTS.** Landowner agrees that the Assessment Resolutions have been duly adopted by the District. Landowner further agrees that the Debt Assessments imposed as liens by the District are legal, valid, and binding liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other state liens, titles, and claims. Landowner waives any defect in notice or publication or in the proceedings to levy, impose, and collect the Debt Assessments on the lands within the District, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Debt Assessments. Landowner further agrees that to the extent Landowner fails to timely pay all Debt Assessments collected by mailed notice of the District, said unpaid Debt Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

3. **WAIVER OF PREPAYMENT RIGHT.** Landowner waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the Debt Assessments without interest within thirty (30) days of completion of the Assessment Area 2 Project.

4. **SPECIAL ASSESSMENT REALLOCATION; TRUE-UP PAYMENTS.** The Assessment Report identifies 119 planned units for the Property. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), and subject to the conditions set forth in the Assessment Report, the plat or site plan (either, herein, "**Proposed Plat**") shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District's assessment liens against the Property and/or this Agreement. If such Proposed Plat is consistent with the development plan as identified in the Assessment Report, the District shall allocate the Debt Assessments to the product types being platted and the remaining property in accordance with the Assessment Report, and cause the Debt Assessments to be recorded in the District's Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of Debt Assessments able to be assigned to the applicable Property, then the District may undertake a pro rata reduction of Debt Assessments for all assessed properties within the applicable Property, or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Debt Assessments able to be assigned to the planned units described in the Assessment Report, and located within the applicable Property, and using any applicable test(s) set forth in the Assessment Report (if any), then the District shall require the Landowner(s) of the lands encompassed by the Proposed Plat and the remaining undeveloped lands (as applicable) to pay a "**True-Up Payment**" equal to the shortfall in Debt Assessments resulting from the reduction of planned units plus any applicable interest and/or collection fees. Any True-Up Payment shall become immediately due and payable prior to platting or re-platting by the Landowner of the lands subject to the Proposed Plat, shall be separate from and not in lieu of the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the Bonds to the Quarterly Redemption Date (as

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

defined in the indenture relating to the relevant bonds) that occurs at least 45 days after the True-Up Payment (or the next Quarterly Redemption Date if such True-Up Payment is made within forty-five (45) calendar days before a Quarterly Redemption Date (or such other time as set forth in the supplemental indenture for the Bonds)).

All Debt Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Debt Assessments in the form of the herein described True-Up Payments shall become immediately due and payable. This true-up process applies for both plats and/or re-plats.

5. **ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Landowner's obligations to pay the portion of the Debt Assessments which constitutes the True-Up Payment and to abide by the requirements of the reallocation of Debt Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

6. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon Landowner and its successors and assigns as to the Property or portions thereof, and any transferee of any portion of the Property as set forth in this Section. Landowner shall not transfer any portion of the Property to any party, without first satisfying any True-Up Payment that results from any true-up determinations made by the District. Regardless of whether the conditions of this subsection are met, any transferee shall take title subject to the terms of this Agreement, but only to the extent this Agreement applies to the portion of the Property so transferred. As a point of clarification, and provided that any True-Up Payment is made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot conveyed to an end user with a home that has received a certificate of occupancy is automatically and forever released from the terms and conditions of this Agreement. Also provided that any True-Up Payment is made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot that is restricted from re-platting and is conveyed to a homebuilder is automatically and forever released from the terms and conditions of this Agreement.

7. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **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 Landowner, but only after satisfaction of the conditions set forth in Section 12.

9. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

complied with all the requirements of law; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

10. **NOTICE.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered on the business day unless actually received earlier. Notices hand 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, 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. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

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

12. **FIRST PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any 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 Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

13. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

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

15. **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.

16. **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 law, and nothing in this Agreement shall inure to the benefit of any party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

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

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

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WHEREFORE, the parties below execute the *True-Up Agreement* to be effective as of the __ day of _____, 20__.

WITNESS	**GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Name: _____	Name: _____
Address: _____	Title: _____
_____	
_____	
Name: _____	
Address: _____	
_____	

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

[SIGNATURE PAGE FOR TRUE-UP AGREEMENT]

WITNESS

_____
Name: _____
Address: _____
_____

_____
Name: _____
Address: _____
_____

PULTE HOME COMPANY, LLC

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of PULTE HOME COMPANY, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description for Property

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

EXHIBIT A:
Legal Description for Property

DESCRIPTION OF THE PHASE 2A2 LAND

GRAND OAKS PHASE 2A2

A PORTION OF SECTIONS 34 AND 35, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, (A 200 FOOT RIGHT-OF-WAY, AS SHOWN ON THE STATE OF FLORIDA ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION NO. 78060-2509, DATED 09-09-68); THENCE SOUTH 19°22'30" WEST, ALONG SAID WESTERLY LINE OF SAID SECTION 26 AND ALONG THE WESTERLY LINE OF SAID SECTION 34, A DISTANCE OF 7211.72 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1742, PAGE 1399 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°27'02" EAST, ALONG LAST SAID LINE, 517.33 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°27'02" EAST, ALONG LAST SAID LINE, 2390.98 FEET; THENCE NORTH 00°53'04" WEST, 202.63 FEET; THENCE NORTH 08°03'19" EAST, 60.85 FEET; THENCE NORTH 26°43'49" EAST, 64.02 FEET; THENCE NORTH 22°10'01" EAST, 51.05 FEET; THENCE NORTH 70°05'28" WEST, 43.63 FEET; THENCE NORTH 23°28'53" EAST, 125.24 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 11.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°00'17" EAST, 11.36 FEET; THENCE NORTH 70°40'14" WEST, 75.55 FEET; THENCE SOUTH 61°38'43" WEST, 10.50 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 19.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 55°34'27" WEST, 18.55 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 77°21'25" WEST, 428.47 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 18.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°50'37" WEST, 18.34 FEET; THENCE NORTH 22°57'20" WEST, 6.73 FEET; THENCE NORTH 77°17'42" WEST, 126.29 FEET; THENCE SOUTH 29°34'44" WEST, 70.54 FEET; THENCE NORTH 60°25'16" WEST, 60.00 FEET; THENCE NORTH 77°21'25" WEST, 54.75 FEET; THENCE NORTH 12°38'35" EAST, 50.00 FEET; THENCE NORTH 77°21'25" WEST, 60.75 FEET; THENCE SOUTH 63°20'29" WEST, 16.26 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 25.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 52°52'48" WEST, 24.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 77°21'25" WEST, 80.69 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 42.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78°28'37" WEST, 40.94 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°18'39" WEST, 78.83 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 243.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°09'06" WEST,

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235.37 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 33.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°35'01" WEST, 32.16 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°10'29" WEST, 5.31 FEET; THENCE NORTH 70°41'21" WEST, 35.95 FEET; THENCE SOUTH 31°06'31" WEST, 20.71 FEET; THENCE SOUTH 27°39'16" WEST, 24.12 FEET; THENCE SOUTH 29°15'02" WEST, 35.61 FEET; THENCE NORTH 62°25'07" WEST, 100.67 FEET; THENCE NORTH 37°17'02" WEST, 68.01 FEET; THENCE NORTH 52°01'14" WEST, 150.03 FEET; THENCE NORTH 38°43'19" WEST, 41.33 FEET; THENCE NORTH 54°53'04" WEST, 22.36 FEET; THENCE NORTH 61°34'02" WEST, 130.29 FEET; THENCE NORTH 74°02'14" WEST, 58.59 FEET; THENCE NORTH 66°57'05" WEST, 65.39 FEET; THENCE NORTH 56°14'28" WEST, 73.64 FEET; THENCE NORTH 42°09'31" WEST, 63.01 FEET; THENCE NORTH 50°45'51" WEST, 77.25 FEET; THENCE SOUTH 88°13'22" WEST, 51.73 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 182.00 FEET, AN ARC DISTANCE OF 546.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°13'23" WEST, 363.12 FEET; THENCE SOUTH 56°16'03" EAST, 59.73 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 37.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 76°24'02" EAST, 34.22 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 98.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°43'52" EAST, 98.05 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 69°03'24" EAST, 97.45 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 50.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°23'15" EAST, 50.39 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2409.49 FEET, AN ARC DISTANCE OF 25.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°00'57" EAST, 25.00 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 24.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°54'29" EAST, 23.78 FEET; THENCE NORTH 87°57'20" EAST, 6.36 FEET; THENCE SOUTH 67°10'37" EAST, 26.25 FEET; THENCE SOUTH 51°40'57" EAST, 13.59 FEET; THENCE SOUTH 52°23'13" EAST, 47.81 FEET; THENCE SOUTH 49°26'48" EAST, 13.31 FEET; THENCE SOUTH 44°21'33" EAST, 13.31 FEET; THENCE SOUTH 39°16'17" EAST, 13.31 FEET; THENCE SOUTH 35°27'09" EAST, 6.67 FEET; THENCE SOUTH 30°28'18" EAST, 85.96 FEET; THENCE SOUTH 30°14'04" EAST, 141.85 FEET; THENCE SOUTH 59°45'56" WEST, 16.07 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 110.00 FEET, AN ARC DISTANCE OF 56.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°36'29" WEST, 56.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°27'02" WEST, 96.48 FEET; THENCE NORTH 00°32'58" WEST, 120.00 FEET; THENCE SOUTH 89°27'02" WEST, 310.00 FEET; THENCE SOUTH 00°32'58" EAST, 120.00 FEET; THENCE SOUTH 89°27'02" WEST, 99.95 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 26.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 53°05'02" WEST, 24.33 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY,

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ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 87.71 FEET, AN ARC DISTANCE OF 249.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°48'47" WEST, 173.53 FEET; THENCE SOUTH 10°50'52" WEST, 26.54 FEET; THENCE SOUTH 66°29'13" WEST, 10.16 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2475.00 FEET, AN ARC DISTANCE OF 203.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16°06'08" WEST, 203.29 FEET, TO THE POINT OF BEGINNING.

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This instrument was prepared by:

Wesley Haber
Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

TRUE-UP AGREEMENT
(ASSESSMENT AREA 3)

THIS TRUE-UP AGREEMENT ("**Agreement**") is made and entered into by and between:

Grand Oaks Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"); and

Pulte Home Company, LLC, a Michigan limited liability company, the owner of certain lands within the boundary of the District, whose mailing address is 12724 Gran Bay Parkway West, Suite 200, Jacksonville, Florida 32258 ("**Landowner**").

RECITALS

WHEREAS, the District was established by Ordinance No. 2018-47 of St. Johns County, Florida, effective August 24, 2018, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes,* as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District has adopted improvement plans for the planning, design, acquisition, construction and installation of various infrastructure improvements and facilities, which are embodied in the Master Engineer's Report for Grand Oaks Community Development District dated August 2018, as supplemented by the Supplemental Engineer's Report dated January 30, 2020, as revised August 17, 2020 (collectively, the "**Capital Improvement Plan**"); and

WHEREAS, the Capital Improvement Plan was prepared on behalf of and adopted by the District in support of certain community development services and facilities for the benefit of a master planned residential community known as "Grand Oaks" (the "**Development**") of approximately 450 gross acres (the "**District Lands**");

WHEREAS, phase one of the Development consists of approximately 202.43 acres ("**Assessment Area 1**"), phase two of the Development consists of approximately 166.2 acres ("**Assessment Area 2**") and phase three of the Development consists of approximately 81.37 acres ("**Assessment Area 3**");

WHEREAS, the Landowner is the owner of the parcels in Attachment A (the "**Property**"), which are situated within Assessment Area 3; and

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WHEREAS, the District financed the design, acquisition, and construction of a portion of the improvements described in the Capital Improvement Plan related to Assessment Area 3 ("**Assessment Area 3 Project**") from the sale of its Special Assessment Revenue Bonds, Series 2021 ("**Bonds**"); and

WHEREAS, pursuant to Resolution Nos. 2019-03 and 2022-02 (together, "**Assessment Resolutions**"), the District has taken certain steps necessary to impose debt service special assessment lien(s) ("**Debt Assessments**") on the Property pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to secure repayment of the Bonds; and

WHEREAS, as part of the Assessment Resolutions, the District adopted the *Master Assessment Methodology Report*, dated August 30, 2018, as supplemented by the *Final Third Supplemental Special Assessment Methodology Report Series 2021 Bonds*, dated November 4, 2021 (together, "**Assessment Report**"), which is on file with the District and expressly incorporated herein by this reference; and

WHEREAS, Landowner agrees that the Property benefits from the timely design, construction, or acquisition of the Assessment Area 3 Project; and

WHEREAS, Landowner agrees that the Debt Assessments, which were imposed on the Property, have been validly imposed and constitute valid, legal, and binding liens upon the Property; and

WHEREAS, the Assessment Resolutions together with the Assessment Report provide that as the Property is platted, the allocation of the amounts assessed to and constituting a lien upon the Property would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on the developable acres within the Property, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends to plat and develop the Property based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

WHEREAS, as more fully described by the Assessment Resolutions, the Assessment Report anticipates a "true-up" mechanism by which the Landowner shall make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, with the amount of such payments being determined generally by a calculation of the principal amount of assessments to be assigned under the Assessment Report as compared to the amount able to be assigned as a result of actual platting;

WHEREAS, at the time the Bonds were issued the District entered into that certain *Agreement regarding True-Up Payment of Special Assessments for Special Assessment Revenue Bonds Series 2021* recorded in St. Johns County, Florida Official Records Book 5740, Page 661 (the **"Prior True Up Agreement"**); and

WHEREAS, this Agreement is intended to supersede and replace the Prior True Up Agreement only as it relates to the Property and this Agreement shall not impact the Prior True Up Agreement as it relates to any real property other than the Property.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

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7. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

8. **VALIDITY OF ASSESSMENTS.** Landowner agrees that the Assessment Resolutions have been duly adopted by the District. Landowner further agrees that the Debt Assessments imposed as liens by the District are legal, valid, and binding liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other state liens, titles, and claims. Landowner waives any defect in notice or publication or in the proceedings to levy, impose, and collect the Debt Assessments on the lands within the District, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Debt Assessments. Landowner further agrees that to the extent Landowner fails to timely pay all Debt Assessments collected by mailed notice of the District, said unpaid Debt Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

9. **WAIVER OF PREPAYMENT RIGHT.** Landowner waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the Debt Assessments without interest within thirty (30) days of completion of the Assessment Area 3 Project.

10. **SPECIAL ASSESSMENT REALLOCATION; TRUE-UP PAYMENTS.** The Assessment Report identifies 122 planned units for the Property. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), and subject to the conditions set forth in the Assessment Report, the plat or site plan (either, herein, "**Proposed Plat**") shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District's assessment liens against the Property and/or this Agreement. If such Proposed Plat is consistent with the development plan as identified in the Assessment Report, the District shall allocate the Debt Assessments to the product types being platted and the remaining property in accordance with the Assessment Report, and cause the Debt Assessments to be recorded in the District's Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of Debt Assessments able to be assigned to the applicable Property, then the District may undertake a pro rata reduction of Debt Assessments for all assessed properties within the applicable Property, or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Debt Assessments able to be assigned to the planned units described in the Assessment Report, and located within the applicable Property, and using any applicable test(s) set forth in the Assessment Report (if any), then the District shall require the Landowner(s) of the lands encompassed by the Proposed Plat and the remaining undeveloped lands (as applicable) to pay a "**True-Up Payment**" equal to the shortfall in Debt Assessments resulting from the reduction of planned units plus any applicable interest and/or collection fees. Any True-Up Payment shall become immediately due and payable prior to platting or re-platting by the Landowner of the lands subject to the Proposed Plat, shall be separate from and not in lieu of the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the Bonds to the Quarterly Redemption Date (as defined in the indenture relating to the relevant bonds) that occurs at least 45 days after the True-Up Payment (or the next Quarterly Redemption Date if such True-Up Payment is made within forty-five (45)

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calendar days before a Quarterly Redemption Date (or such other time as set forth in the supplemental indenture for the Bonds)).

All Debt Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Debt Assessments in the form of the herein described True-Up Payments shall become immediately due and payable. This true-up process applies for both plats and/or re-plats.

11. **ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Landowner's obligations to pay the portion of the Debt Assessments which constitutes the True-Up Payment and to abide by the requirements of the reallocation of Debt Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

12. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon Landowner and its successors and assigns as to the Property or portions thereof, and any transferee of any portion of the Property as set forth in this Section. Landowner shall not transfer any portion of the Property to any party, without first satisfying any True-Up Payment that results from any true-up determinations made by the District. Regardless of whether the conditions of this subsection are met, any transferee shall take title subject to the terms of this Agreement, but only to the extent this Agreement applies to the portion of the Property so transferred. As a point of clarification, and provided that any True-Up Payment is made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot conveyed to an end user with a home that has received a certificate of occupancy is automatically and forever released from the terms and conditions of this Agreement. Also provided that any True-Up Payment is made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot that is restricted from re-platting and is conveyed to a homebuilder is automatically and forever released from the terms and conditions of this Agreement.

7. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **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 Landowner, but only after satisfaction of the conditions set forth in Section 12.

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

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10. **NOTICE.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered on the business day unless actually received earlier. Notices hand 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, 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. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

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

12. **FIRST PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any 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 Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

19. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.

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

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

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

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

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

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WHEREFORE, the parties below execute the *True-Up Agreement* to be effective as of the __ day of _____, 20__.

WITNESS	**GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Name: _____	Name: _____
Address: _____	Title: _____
_____	
_____	
Name: _____	
Address: _____	
_____	

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

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[SIGNATURE PAGE FOR TRUE-UP AGREEMENT]

WITNESS

_____
Name: _____
Address: _____
_____

_____
Name: _____
Address: _____
_____

PULTE HOME COMPANY, LLC

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of PULTE HOME COMPANY, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description for Property

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EXHIBIT A:
Legal Description for Property

LEGAL DESCRIPTION OF THE PHASE 2D&2E LAND

PARCEL 1:

GRAND OAKS PHASE 2D
A PORTION OF SECTIONS 26, 34 AND 35, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF LOT 99, AS SHOWN ON THE PLAT OF GRAND OAKS PHASE 2A UNIT 1, RECORDED IN MAP BOOK 114, PAGES 53 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, THENCE NORTH 55°02'01" WEST, ALONG THE NORTHEASTERLY LINE OF SAID TRACT 99, A DISTANCE OF 78.12 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 182.00 FEET, AN ARC DISTANCE OF 244.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19°30'50" WEST, 226.14 FEET; THENCE NORTH 15°29'00" EAST, 21.00 FEET; THENCE NORTH 02°42'11" EAST, 14.35 FEET; THENCE NORTH 06°03'33" EAST, 14.35 FEET; THENCE NORTH 09°30'01" WEST, 29.21 FEET; THENCE NORTH 36°44'24" EAST, 30.19 FEET; THENCE NORTH 23°29'58" EAST, 23.02 FEET; THENCE NORTH 28°34'10" EAST, 22.64 FEET; THENCE NORTH 33°52'00" EAST, 22.64 FEET; THENCE NORTH 15°18'38" WEST, 53.19 FEET; THENCE NORTH 56°14'08" EAST, 80.31 FEET; THENCE SOUTH 72°53'28" EAST, 14.16 FEET; THENCE NORTH 87°24'11" EAST, 71.26 FEET; THENCE NORTH 79°43'55" EAST, 69.08 FEET; THENCE NORTH 66°57'14" EAST, 54.07 FEET; THENCE NORTH 33°15'15" EAST, 63.98 FEET; THENCE NORTH 84°59'52" EAST, 42.60 FEET; THENCE SOUTH 72°41'42" EAST, 27.64 FEET; THENCE NORTH 83°46'37" EAST, 26.05 FEET; THENCE NORTH 68°34'46" EAST, 65.00 FEET; THENCE NORTH 61°39'18" EAST, 68.23 FEET; THENCE NORTH 40°11'58" WEST, 46.42 FEET; THENCE SOUTH 81°38'50" WEST, 55.85 FEET; THENCE NORTH 73°03'00" WEST, 48.70 FEET; THENCE NORTH 75°54'38" WEST, 54.44 FEET; THENCE SOUTH 78°29'16" WEST, 68.08 FEET; THENCE SOUTH 71°15'33" WEST, 46.29 FEET; THENCE NORTH 53°55'23" WEST, 3.31 FEET; THENCE NORTH 33°49'02" EAST, 38.84 FEET; THENCE NORTH 56°08'41" EAST, 68.01 FEET; THENCE NORTH 52°36'26" EAST, 103.57 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 182.00 FEET, AN ARC DISTANCE OF 110.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°44'51" EAST, 109.17 FEET; THENCE NORTH 04°43'12" WEST, 23.71 FEET; THENCE NORTH 00°11'27" WEST, 23.71 FEET; THENCE NORTH 19°10'16" WEST, 50.96 FEET; THENCE NORTH 10°04'44" WEST, 65.47 FEET; THENCE NORTH 47°56'03" EAST, 68.93 FEET; THENCE NORTH 41°32'45" EAST, 82.85 FEET; THENCE NORTH 28°59'04" EAST, 14.91 FEET; THENCE SOUTH 70°40'42" EAST, 23.72 FEET; THENCE NORTH 58°21'31" WEST, 44.74 FEET; THENCE NORTH 31°38'30" EAST, 12.00 FEET; THENCE SOUTH 58°21'30" EAST, 54.67 FEET; THENCE NORTH 55°58'56" EAST, 23.69 FEET; THENCE NORTH 60°30'31" EAST, 23.69 FEET; THENCE NORTH 65°02'06" EAST, 23.69 FEET; THENCE NORTH 67°17'53" EAST, 95.98 FEET; THENCE NORTH 30°24'20" EAST, 60.57 FEET; THENCE NORTH 56°19'41" EAST, 72.90 FEET; THENCE NORTH 37°03'13" EAST, 26.12 FEET; THENCE NORTH 24°16'55" EAST, 2.46 FEET; THENCE NORTH 30°00'49" WEST, 30.79 FEET; THENCE NORTH 24°16'39" EAST, 77.88 FEET; THENCE NORTH 38°29'56" EAST, 79.95 FEET; THENCE NORTH 64°01'10" EAST, 73.00 FEET; THENCE SOUTH 63°48'31" EAST, 69.08 FEET; THENCE SOUTH 21°42'44" EAST, 48.55 FEET; THENCE SOUTH 11°09'22" WEST, 53.83 FEET; THENCE SOUTH 68°55'11" WEST, 16.27 FEET; THENCE SOUTH 00°21'49" EAST, 6.93 FEET; THENCE SOUTH 69°01'42" EAST, 60.81 FEET; THENCE NORTH 59°21'16" EAST, 3.64 FEET; THENCE NORTH 39°48'22" EAST, 14.48 FEET; THENCE NORTH 43°01'29" EAST, 22.26 FEET; THENCE NORTH

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66°02’16” EAST, 32.06 FEET; THENCE NORTH 87°08’15” EAST, 15.82 FEET; THENCE NORTH 59°21’16” EAST, 12.83 FEET; THENCE NORTH 73°37’05” EAST, 113.52 FEET; THENCE SOUTH 52°16’50” EAST, 344.63 FEET; THENCE SOUTH 75°19’22” EAST, 123.55 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 45.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°54’58” EAST, 45.05 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 23.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°28’48” WEST, 22.38 FEET; THENCE SOUTH 23°25’54” EAST, 65.08 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 27.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°34’57” EAST, 26.14 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 24.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°58’10” EAST, 24.56 FEET; THENCE SOUTH 52°39’48” WEST, 58.98 FEET; THENCE SOUTH 37°20’12” EAST, 86.90 FEET; THENCE SOUTH 66°16’07” WEST, 64.44 FEET; THENCE SOUTH 84°48’19” WEST, 54.45 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 65.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°13’39” WEST, 64.97 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°00’41” WEST, 796.64 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 600.00 FEET, AN ARC DISTANCE OF 125.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°59’39” WEST, 125.08 FEET; THENCE SOUTH 68°27’26” WEST, 199.67 FEET; THENCE SOUTH 52°32’46” WEST, 68.66 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 32.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°37’59” WEST, 30.64 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°34’46” WEST, 135.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 62.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°53’41” WEST, 58.33 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 182.00 FEET, AN ARC DISTANCE OF 294.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°35’44” WEST, 263.54 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 38.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°33’24” WEST, 36.85 FEET, TO THE POINT OF BEGINNING.

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PARCEL 2:

GRAND OAKS PHASE 2E
A PORTION OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 26; THENCE NORTH 89°27'40" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 26, A DISTANCE OF 1417.34 FEET; THENCE NORTH 00°32'20" WEST, 717.16 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 75°19'22" EAST, 123.55 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 42.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°26'34" EAST, 42.09 FEET; THENCE NORTH 79°50'32" EAST, 60.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 98.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°41'39" EAST, 95.84 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 57°13'50" EAST, 85.28 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 34.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°22'56" EAST, 31.73 FEET; THENCE SOUTH 49°24'20" EAST, 69.65 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 65.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°04'19" EAST, 64.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°32'57" EAST, 60.17 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 218.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 35°14'32" EAST, 212.56 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°56'06" EAST, 116.24 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 232.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°49'17" WEST, 225.60 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°34'40" WEST, 100.43 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 84.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°37'26" WEST, 83.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°40'12" WEST, 33.93 FEET; THENCE NORTH 13°46'33" EAST, 31.31 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 366, SAID PUBLIC RECORDS; THENCE NORTHERLY, NORTHEASTERLY, AND SOUTHEASTERLY, ALONG LAST LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 13°46'33" EAST, 307.65 FEET; COURSE NO. 2: NORTH 06°00'19" EAST, 545.61 FEET; COURSE NO. 3: NORTH 36°40'16" EAST, 633.40 FEET; COURSE NO. 4: SOUTH 53°12'28" EAST, 40.00 FEET; COURSE NO. 5: NORTH 36°43'37" EAST, 186.32 FEET; THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, (A 200 FOOT RIGHT-OF-WAY, AS SHOWN ON THE STATE OF FLORIDA ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION NO. 78060-2509, DATED 09-09-68); THENCE NORTH 47°52'58" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE

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OF STATE ROAD NO. 16, A DISTANCE OF 140.62 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 866, PAGE 1979 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY, SOUTHEASTERLY, AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 36°43'37" WEST, 199.37 FEET; COURSE NO. 2: SOUTH 53°12'28" EAST, 40.00 FEET; COURSE NO. 3: SOUTH 36°40'16" WEST, 649.98 FEET; COURSE NO. 4: SOUTH 06°00'19" WEST, 556.50 FEET; COURSE NO. 5: SOUTH 16°42'47" WEST, 383.52 FEET; COURSE NO. 6: NORTH 53°58'46" WEST, 580.55 FEET; THENCE SOUTH 21°22'05" WEST, 26.46 FEET; THENCE SOUTH 23°34'30" WEST, 60.83 FEET; THENCE SOUTH 51°20'53" WEST, 70.64 FEET; THENCE SOUTH 14°07'41" WEST, 127.13 FEET; THENCE SOUTH 52°12'33" WEST, 61.26 FEET; THENCE SOUTH 55°38'12" WEST, 97.50 FEET; THENCE SOUTH 36°48'55" WEST, 98.21 FEET; THENCE SOUTH 34°49'40" WEST, 61.39 FEET; THENCE SOUTH 29°56'24" EAST, 45.63 FEET; THENCE SOUTH 62°56'56" EAST, 79.28 FEET; THENCE SOUTH 31°56'55" EAST, 93.63 FEET; THENCE SOUTH 27°08'13" WEST, 28.28 FEET; THENCE SOUTH 52°16'50" EAST, 344.63 FEET, TO THE POINT OF BEGINNING.

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ATTACHMENT F
FORM OF COLLATERAL ASSIGNMENTS

This instrument was prepared by:

Wesley Haber
Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

COLLATERAL ASSIGNMENT AGREEMENT
(ASSESSMENT AREA 2)

THIS COLLATERAL ASSIGNMENT AGREEMENT ("**Agreement**") is made and entered into, by and between:

GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"); and

PULTE HOME COMPANY, LLC, a Michigan limited liability company, and the owner of certain lands within the boundaries of the District, with a mailing address of 12724 Gran Bay Parkway West, Suite 200, Jacksonville, Florida 32258 ("**Landowner**").

RECITALS

WHEREAS, the District was established by ordinance pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes,* as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District has adopted improvement plans for the planning, design, acquisition, construction and installation of various infrastructure improvements and facilities, which are embodied in the Master Engineer's Report for Grand Oaks Community Development District dated August 2018, as supplemented by the Supplemental Engineer's Report dated January 30, 2020, as revised August 17, 2020 (collectively, the "**Capital Improvement Plan**"); and

WHEREAS, the Capital Improvement Plan was prepared on behalf of and adopted by the District in support of certain community development services and facilities for the benefit of a master planned residential community known as "Grand Oaks" (the "**Development**") of approximately 450 gross acres (the "**District Lands**");

WHEREAS, phase one of the Development consists of approximately 202.43 acres ("**Assessment Area 1**"), phase two of the Development consists of approximately 166.2 acres ("**Assessment Area 2**") and phase three of the Development consists of approximately 81.37 acres ("**Assessment Area 3**");

WHEREAS, the Landowner is the owner of the parcels in Attachment A (the "**Property**"), which are situated within Assessment Area 2; and

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WHEREAS, the District financed the design, acquisition, and construction of a portion of the improvements described in the Capital Improvement Plan related to Assessment Area 2 ("the **Project**"), as described in more detail in that certain *Supplemental Engineer's Report for Assessment Area 2 and Assessment Area 3*, dated August 17, 2020, from the sale of its Special Assessment Revenue Bonds, Series 2020 ("**Bonds**"); and

WHEREAS, the security for the repayment of the Bonds is the special assessments ("**Assessments**") levied against benefitted lands within the Property; and

WHEREAS, the District is presently planned to include certain planned product types and units[3] (as used herein with respect to the planned units and/or the undeveloped lands within the Property that may be developed into the planned units and that will secure the Assessments, "**Lots**") within the Property; and

WHEREAS, "**Development Completion**" for Assessment Area 2 will occur when all the components of the Project needed to develop Assessment Area 2 are complete, all Lots for Assessment Area 2 have been developed, and all other infrastructure work necessary to support the Lots in Assessment Area 2 has been completed; and

WHEREAS, in the event of default in the payment of the Assessments allocated to the Property, the District has certain remedies – namely, if the Assessments are direct billed, the remedy available to the District would be an action in foreclosure, or if the Assessments are collected pursuant to Florida's uniform method of collection, the remedy for non-payment of the Assessments is the sale of tax-certificates (collectively, "**Remedial Rights**"); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights (defined below) to complete development of the community within the Property; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Property; and

WHEREAS, at the time the Bonds were issued the District entered into that certain *Collateral Assignment and Assumption of Development Rights Relating to the Series 2020 Project* recorded in St. Johns County, Florida Official Records Book 5265, Page 297 (the "**Prior Collateral Assignment**"); and

WHEREAS, this Agreement is intended to supersede and replace the Prior Collateral Assignment only as it relates to the Property and this Agreement shall not impact the Prior Collateral Assignment as it relates to any real property other than the Property.

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[3] The number and type of Lots may vary based on final development. Ultimately, and subject to true-up determinations, the Landowner is obligated to develop sufficient residential units (i.e., presently planned for 119 residential units) that would absorb the full allocation of Assessments levied on the Property, where such Assessments are based on the assessment levels for each product type established in the *Second Supplemental Special Assessment Methodology Report Series 2020 Bonds*, as adopted September 10, 2020.

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NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Landowner and the District agree as follows:

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.

2. **COLLATERAL ASSIGNMENT.**

Development Rights. The Landowner hereby collaterally assigns to the District, to the extent assignable and to the extent that they are owned or controlled by the Landowner at execution of this Agreement or subsequently acquired by the Landowner, all of the Landowner's development rights relating to development of the Property (herein, collectively, "**Development Rights**"), as security for the Landowner's payment and performance and discharge of its obligation to pay the Assessments levied against the Property owned by the Landowner from time to time. The Development Rights shall include the items listed in subsections (a) through (i) below as they pertain to development of the Property:

Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements.

Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements.

Preliminary and final site plans.

Architectural plans and specifications for public buildings and other public improvements relating to the Property.

Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within the Property and construction of improvements thereon, or off-site to the extent such off-site improvements are necessary or required for Development Completion.

Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the development within the Property or the construction of improvements thereon.

All declarant's rights under any homeowner's association or other similar governing entity with respect to the Property.

All impact fee credits (subject to the respective rights, titles and interests of Toll Southeast LP Company, Inc., and Day Late Enterprises, Inc., and their respective successors, designees and assigns, in and to transportation and school impact fees and credits for the same (the "Third Party Impact Fee Interests")).

All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

Exclusions. Notwithstanding the foregoing, the Development Rights shall not include (a) any drawings, plans or specifications for homes or home related improvements or contracts or other rights or

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interests held by Landowner in or to the same, or (b) any rights which relate solely to: (i) Platted Units, as defined in the District's *Second Supplemental Assessment Methodology Report (Series 2020 Bonds)* dated August 25, 2020, conveyed to unaffiliated homebuilders or end-users, or (ii) any property which has been conveyed to the general purpose local government(s), the District, any utility provider, or any governmental or quasi-governmental entity as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any (items (i) and (ii) referred to herein as "**Permitted Transfer**").

Rights Inchoate. The assumption of rights under this Agreement shall be inchoate and shall only become an absolute assignment and assumption of the Development Rights, upon failure of the Landowner to pay the Assessments levied against the Property; provided, however, that such assignment shall only be absolute to the extent that: (i) this Agreement has not been terminated earlier pursuant to the term of this Agreement, (ii) a Permitted Transfer has not already occurred with respect to the Development Rights, or (iii) a Lot is conveyed to an unaffiliated homebuilder or end-user, in which event such Lot shall be released automatically herefrom.

Rights Severable. To the extent that any Development Rights apply to the Property and additional lands, or to Property that is the subject of a Permitted Transfer, the Landowner shall at the request of the District cooperate and take reasonable steps to separate such rights for the District's use.

WARRANTIES BY LANDOWNER. The Landowner represents and warrants to the District that:

Other than Permitted Transfers and the Third Party Impact Fee Interests, the Landowner has made no assignment of the Development Rights to any person other than District.

The Landowner is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Agreement.

No action has been brought or threatened which would in any way interfere with the right of the Landowner to execute this Agreement and perform all of the Landowner's obligations herein contained.

Any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of the Landowner to the Agreement, except to the extent of a Permitted Transfer or transfer of Third Party Impact Fee Interests.

COVENANTS. The Landowner covenants with District that during the Term (as defined herein):

The Landowner will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of the Landowner relating to the Development Rights and (ii) give notice to the District of any claim of default relating to the Development Rights given to or by the Landowner, together with a complete copy of any such claim.

The Landowner agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Assessments, other than satisfying any true-up obligations to the District; to take any action to modify, waive, release or terminate the Development Rights in a manner that would materially impair or impede Development Completion; or otherwise take any action that would materially impair or impede Development Completion.

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EVENTS OF DEFAULT. Any breach of the Landowner's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof shall, after the giving of written notice and an opportunity to cure (which cure period shall be not more than thirty (30) days), constitute an "Event of Default" under this Agreement. An Event of Default shall also include the transfer of title to Lots owned by Landowner pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of District (or its designee) or a deed in lieu of foreclosure to District (or its designee), or the acquisition of title to such Lots through the sale of tax certificates.

REMEDIES UPON DEFAULT. Upon an Event of Default, the District or its designee may, as the District's sole and exclusive remedies, take any or all of the following actions, at the District's option:

Perform any and all obligations of the Landowner relating to the Development Rights and exercise any and all rights of the Landowner therein as fully as the Landowner could.

Initiate, appear in, or defend any action arising out of or affecting the Development Rights.

Further assign any and all of the Development Rights to a third party acquiring title to the Property or any portion thereof from the District or at a District foreclosure sale or tax deed.

AUTHORIZATION IN EVENT OF DEFAULT. In the Event of Default, the Landowner does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District or its designee upon written notice and request from the District. Any such performance in favor of the District or its designee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Landowner.

SECURITY AGREEMENT. This Agreement shall be a security agreement between the Landowner, as the debtor, and the District, as the secured party, covering the Development Rights that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and the Landowner grants to the District a security interest in such Development Rights. In addition to the District's other rights hereunder, and upon an Event of Default, the District shall have the right to file any and all financing statements that may be required by the District to establish and maintain the validity and priority of the District's security interest rights of a secured party under the Code.

TERM; TERMINATION. Unless the assignment of Development Rights becomes absolute, this Agreement shall automatically terminate upon the earliest to occur of the following: (i) payment of the Bonds in full; (ii) Development Completion; and (iii) upon occurrence of a Permitted Transfer, but only to the extent that such Development Rights are with respect to lands that are the subject of the Permitted Transfer (herein, the "**Term**").

AMENDMENT. This Agreement may be modified in writing only by the mutual agreement of all parties hereto, and only after satisfaction of the conditions set forth in Section 16.

ASSIGNMENT. This Agreement shall constitute a covenant running with title to the Property, binding upon the Landowner and its successors and assigns as to the Property or portions thereof. Any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred, provided however that this Agreement shall not apply to any portion of the Property that is the subject of a Permitted Transfer.

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ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

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

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners (as defined in the indenture for the Bonds) of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

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APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

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

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.

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 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 by sovereign immunity or by other operation of law.

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

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

[SIGNATURES TO FOLLOW]

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WHEREFORE, the parties below execute the *Collateral Assignment Agreement* to be effective as of the __ day of _____, 20__.

WITNESS	**GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT**
By: _____ Name: _____ Address: _____ _____	By: _____ Name: _____ Title: _____
By: _____ Name: _____ Address: _____ _____	

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

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[SIGNATURE PAGE FOR COLLATERAL ASSIGNMENT AGREEMENT]

WITNESS

By: _____
Name: _____
Address: _____
_____

By: _____
Name: _____
Address: _____
_____

PULTE HOME COMPANY, LLC

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of PULTE HOME COMPANY, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description for Property

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EXHIBIT A:
Legal Description for Property

DESCRIPTION OF THE PHASE 2A2 LAND

GRAND OAKS PHASE 2A2

A PORTION OF SECTIONS 34 AND 35, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, (A 200 FOOT RIGHT-OF-WAY, AS SHOWN ON THE STATE OF FLORIDA ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION NO. 78060-2509, DATED 09-09-68); THENCE SOUTH 19°22'30" WEST, ALONG SAID WESTERLY LINE OF SAID SECTION 26 AND ALONG THE WESTERLY LINE OF SAID SECTION 34, A DISTANCE OF 7211.72 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1742, PAGE 1399 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°27'02" EAST, ALONG LAST SAID LINE, 517.33 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°27'02" EAST, ALONG LAST SAID LINE, 2390.98 FEET; THENCE NORTH 00°53'04" WEST, 202.63 FEET; THENCE NORTH 08°03'19" EAST, 60.85 FEET; THENCE NORTH 26°43'49" EAST, 64.02 FEET; THENCE NORTH 22°10'01" EAST, 51.05 FEET; THENCE NORTH 70°05'28" WEST, 43.63 FEET; THENCE NORTH 23°28'53" EAST, 125.24 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 11.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°00'17" EAST, 11.36 FEET; THENCE NORTH 70°40'14" WEST, 75.55 FEET; THENCE SOUTH 61°38'43" WEST, 10.50 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 19.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 55°34'27" WEST, 18.55 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 77°21'25" WEST, 428.47 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 18.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°50'37" WEST, 18.34 FEET; THENCE NORTH 22°57'20" WEST, 6.73 FEET; THENCE NORTH 77°17'42" WEST, 126.29 FEET; THENCE SOUTH 29°34'44" WEST, 70.54 FEET; THENCE NORTH 60°25'16" WEST, 60.00 FEET; THENCE NORTH 77°21'25" WEST, 54.75 FEET; THENCE NORTH 12°38'35" EAST, 50.00 FEET; THENCE NORTH 77°21'25" WEST, 60.75 FEET; THENCE SOUTH 63°20'29" WEST, 16.26 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 25.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 52°52'48" WEST, 24.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 77°21'25" WEST, 80.69 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 42.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78°28'37" WEST, 40.94 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°18'39" WEST, 78.83 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 243.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°09'06" WEST,

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235.37 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 33.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°35'01" WEST, 32.16 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°10'29" WEST, 5.31 FEET; THENCE NORTH 70°41'21" WEST, 35.95 FEET; THENCE SOUTH 31°06'31" WEST, 20.71 FEET; THENCE SOUTH 27°39'16" WEST, 24.12 FEET; THENCE SOUTH 29°15'02" WEST, 35.61 FEET; THENCE NORTH 62°25'07" WEST, 100.67 FEET; THENCE NORTH 37°17'02" WEST, 68.01 FEET; THENCE NORTH 52°01'14" WEST, 150.03 FEET; THENCE NORTH 38°43'19" WEST, 41.33 FEET; THENCE NORTH 54°53'04" WEST, 22.36 FEET; THENCE NORTH 61°34'02" WEST, 130.29 FEET; THENCE NORTH 74°02'14" WEST, 58.59 FEET; THENCE NORTH 66°57'05" WEST, 65.39 FEET; THENCE NORTH 56°14'28" WEST, 73.64 FEET; THENCE NORTH 42°09'31" WEST, 63.01 FEET; THENCE NORTH 50°45'51" WEST, 77.25 FEET; THENCE SOUTH 88°13'22" WEST, 51.73 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 182.00 FEET, AN ARC DISTANCE OF 546.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°13'23" WEST, 363.12 FEET; THENCE SOUTH 56°16'03" EAST, 59.73 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 37.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 76°24'02" EAST, 34.22 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 98.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°43'52" EAST, 98.05 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 69°03'24" EAST, 97.45 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 50.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°23'15" EAST, 50.39 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2409.49 FEET, AN ARC DISTANCE OF 25.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°00'57" EAST, 25.00 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 24.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°54'29" EAST, 23.78 FEET; THENCE NORTH 87°57'20" EAST, 6.36 FEET; THENCE SOUTH 67°10'37" EAST, 26.25 FEET; THENCE SOUTH 51°40'57" EAST, 13.59 FEET; THENCE SOUTH 52°23'13" EAST, 47.81 FEET; THENCE SOUTH 49°26'48" EAST, 13.31 FEET; THENCE SOUTH 44°21'33" EAST, 13.31 FEET; THENCE SOUTH 39°16'17" EAST, 13.31 FEET; THENCE SOUTH 35°27'09" EAST, 6.67 FEET; THENCE SOUTH 30°28'18" EAST, 85.96 FEET; THENCE SOUTH 30°14'04" EAST, 141.85 FEET; THENCE SOUTH 59°45'56" WEST, 16.07 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 110.00 FEET, AN ARC DISTANCE OF 56.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°36'29" WEST, 56.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°27'02" WEST, 96.48 FEET; THENCE NORTH 00°32'58" WEST, 120.00 FEET; THENCE SOUTH 89°27'02" WEST, 310.00 FEET; THENCE SOUTH 00°32'58" EAST, 120.00 FEET; THENCE SOUTH 89°27'02" WEST, 99.95 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 26.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 53°05'02" WEST, 24.33 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY,

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ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 87.71 FEET, AN ARC DISTANCE OF 249.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°48'47" WEST, 173.53 FEET; THENCE SOUTH 10°50'52" WEST, 26.54 FEET; THENCE SOUTH 66°29'13" WEST, 10.16 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2475.00 FEET, AN ARC DISTANCE OF 203.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16°06'08" WEST, 203.29 FEET, TO THE POINT OF BEGINNING.

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This instrument was prepared by:

Wesley Haber
Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

COLLATERAL ASSIGNMENT AGREEMENT
(ASSESSMENT AREA 3)

THIS COLLATERAL ASSIGNMENT AGREEMENT ("**Agreement**") is made and entered into, by and between:

GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"); and

PULTE HOME COMPANY, LLC, a Michigan limited liability company, and the owner of certain lands within the boundaries of the District, with a mailing address of 12724 Gran Bay Parkway West, Suite 200, Jacksonville, Florida 32258 ("**Landowner**").

RECITALS

WHEREAS, the District was established by ordinance pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes,* as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District has adopted improvement plans for the planning, design, acquisition, construction and installation of various infrastructure improvements and facilities, which are embodied in the Master Engineer's Report for Grand Oaks Community Development District dated August 2018, as supplemented by the Supplemental Engineer's Report dated January 30, 2020, as revised August 17, 2020 (collectively, the "**Capital Improvement Plan**"); and

WHEREAS, the Capital Improvement Plan was prepared on behalf of and adopted by the District in support of certain community development services and facilities for the benefit of a master planned residential community known as "Grand Oaks" (the "**Development**") of approximately 450 gross acres (the "**District Lands**");

WHEREAS, phase one of the Development consists of approximately 202.43 acres ("**Assessment Area 1**"), phase two of the Development consists of approximately 166.2 acres ("**Assessment Area 2**") and phase three of the Development consists of approximately 81.37 acres ("**Assessment Area 3**");

WHEREAS, the Landowner is the owner of the parcels in Attachment A (the "**Property**"), which are situated within Assessment Area 3; and

WHEREAS, the District financed the design, acquisition, and construction of a portion of the improvements described in the Capital Improvement Plan related to Assessment Area 3 ("the **Project**"),

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as described in more detail in that certain *Supplemental Engineer's Report for Assessment Area 2 and Assessment Area 3*, dated August 17, 2020, from the sale of its Special Assessment Revenue Bonds, Series 2021 ("**Bonds**"); and

WHEREAS, the security for the repayment of the Bonds is the special assessments ("**Assessments**") levied against benefitted lands within the Property; and

WHEREAS, the District is presently planned to include certain planned product types and units[4] (as used herein with respect to the planned units and/or the undeveloped lands within the Property that may be developed into the planned units and that will secure the Assessments, "**Lots**") within the Property; and

WHEREAS, "**Development Completion**" for Assessment Area 3 will occur when all the components of the Project needed to develop Assessment Area 3 are complete, all Lots for Assessment Area 3 have been developed, and all other infrastructure work necessary to support the Lots in Assessment Area 3 has been completed; and

WHEREAS, in the event of default in the payment of the Assessments allocated to the Property, the District has certain remedies – namely, if the Assessments are direct billed, the remedy available to the District would be an action in foreclosure, or if the Assessments are collected pursuant to Florida's uniform method of collection, the remedy for non-payment of the Assessments is the sale of tax-certificates (collectively, "**Remedial Rights**"); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights (defined below) to complete development of the community within the Property; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Property; and

WHEREAS, at the time the Bonds were issued the District entered into that certain *Collateral Assignment and Assumption of Development Rights Relating to the Series 2021 Project* recorded in St. Johns County, Florida Official Records Book 5740, Page 675 (the "**Prior Collateral Assignment**"); and

WHEREAS, this Agreement is intended to supersede and replace the Prior Collateral Assignment only as it relates to the Property and this Agreement shall not impact the Prior Collateral Assignment as it relates to any real property other than the Property.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Landowner and the District agree as follows:

---

[4] The number and type of Lots may vary based on final development. Ultimately, and subject to true-up determinations, the Landowner is obligated to develop sufficient residential units (i.e., presently planned for 121 residential units) that would absorb the full allocation of Assessments levied on the Property, where such Assessments are based on the assessment levels for each product type established in the *Final Third Supplemental Special Assessment Methodology Report Series 2021 Bonds*, dated November 4, 2021.

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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.

2. **COLLATERAL ASSIGNMENT.**

Development Rights. The Landowner hereby collaterally assigns to the District, to the extent assignable and to the extent that they are owned or controlled by the Landowner at execution of this Agreement or subsequently acquired by the Landowner, all of the Landowner's development rights relating to development of the Property (herein, collectively, "**Development Rights**"), as security for the Landowner's payment and performance and discharge of its obligation to pay the Assessments levied against the Property owned by the Landowner from time to time. The Development Rights shall include the items listed in subsections (a) through (i) below as they pertain to development of the Property:

Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements.

Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements.

Preliminary and final site plans.

Architectural plans and specifications for public buildings and other public improvements relating to the Property.

Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within the Property and construction of improvements thereon, or off-site to the extent such off-site improvements are necessary or required for Development Completion.

Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the development within the Property or the construction of improvements thereon.

All declarant's rights under any homeowner's association or other similar governing entity with respect to the Property.

All impact fee credits (subject to the respective rights, titles and interests of Toll Southeast LP Company, Inc., and Day Late Enterprises, Inc., and their respective successors, designees and assigns, in and to transportation and school impact fees and credits for the same (the "Third Party Impact Fee Interests")).

All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

Exclusions. Notwithstanding the foregoing, the Development Rights shall not include (a) any drawings, plans or specifications for homes or home related improvements or contracts or other rights or interests held by Landowner in or to the same, or (b) any rights which relate solely to: (i) Platted Units, as defined in the District's *Final Third Supplemental Assessment Methodology Report (Series 2021 Bonds)*

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dated November 2, 2021, conveyed to unaffiliated homebuilders or end-users, or (ii) any property which has been conveyed to the general purpose local government(s), the District, any utility provider, or any governmental or quasi-governmental entity as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any (items (i) and (ii) referred to herein as "**Permitted Transfer**").

Rights Inchoate. The assumption of rights under this Agreement shall be inchoate and shall only become an absolute assignment and assumption of the Development Rights, upon failure of the Landowner to pay the Assessments levied against the Property; provided, however, that such assignment shall only be absolute to the extent that: (i) this Agreement has not been terminated earlier pursuant to the term of this Agreement, (ii) a Permitted Transfer has not already occurred with respect to the Development Rights, or (iii) a Lot is conveyed to an unaffiliated homebuilder or end-user, in which event such Lot shall be released automatically herefrom.

Rights Severable. To the extent that any Development Rights apply to the Property and additional lands, or to Property that is the subject of a Permitted Transfer, the Landowner shall at the request of the District cooperate and take reasonable steps to separate such rights for the District's use.

WARRANTIES BY LANDOWNER. The Landowner represents and warrants to the District that:

Other than Permitted Transfers and the Third Party Impact Fee Interests, the Landowner has made no assignment of the Development Rights to any person other than District.

The Landowner is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Agreement.

No action has been brought or threatened which would in any way interfere with the right of the Landowner to execute this Agreement and perform all of the Landowner's obligations herein contained.

Any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of the Landowner to the Agreement, except to the extent of a Permitted Transfer or transfer of Third Party Impact Fee Interests.

COVENANTS. The Landowner covenants with District that during the Term (as defined herein):

The Landowner will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of the Landowner relating to the Development Rights and (ii) give notice to the District of any claim of default relating to the Development Rights given to or by the Landowner, together with a complete copy of any such claim.

The Landowner agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Assessments, other than satisfying any true-up obligations to the District; to take any action to modify, waive, release or terminate the Development Rights in a manner that would materially impair or impede Development Completion; or otherwise take any action that would materially impair or impede Development Completion.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

EVENTS OF DEFAULT. Any breach of the Landowner's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof shall, after the giving of written notice and an opportunity to cure (which cure period shall be not more than thirty (30) days), constitute an "Event of Default" under this Agreement. An Event of Default shall also include the transfer of title to Lots owned by Landowner pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of District (or its designee) or a deed in lieu of foreclosure to District (or its designee), or the acquisition of title to such Lots through the sale of tax certificates.

REMEDIES UPON DEFAULT. Upon an Event of Default, the District or its designee may, as the District's sole and exclusive remedies, take any or all of the following actions, at the District's option:

Perform any and all obligations of the Landowner relating to the Development Rights and exercise any and all rights of the Landowner therein as fully as the Landowner could.

Initiate, appear in, or defend any action arising out of or affecting the Development Rights.

Further assign any and all of the Development Rights to a third party acquiring title to the Property or any portion thereof from the District or at a District foreclosure sale or tax deed.

AUTHORIZATION IN EVENT OF DEFAULT. In the Event of Default, the Landowner does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District or its designee upon written notice and request from the District. Any such performance in favor of the District or its designee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Landowner.

SECURITY AGREEMENT. This Agreement shall be a security agreement between the Landowner, as the debtor, and the District, as the secured party, covering the Development Rights that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and the Landowner grants to the District a security interest in such Development Rights. In addition to the District's other rights hereunder, and upon an Event of Default, the District shall have the right to file any and all financing statements that may be required by the District to establish and maintain the validity and priority of the District's security interest rights of a secured party under the Code.

TERM; TERMINATION. Unless the assignment of Development Rights becomes absolute, this Agreement shall automatically terminate upon the earliest to occur of the following: (i) payment of the Bonds in full; (ii) Development Completion; and (iii) upon occurrence of a Permitted Transfer, but only to the extent that such Development Rights are with respect to lands that are the subject of the Permitted Transfer (herein, the "**Term**").

AMENDMENT. This Agreement may be modified in writing only by the mutual agreement of all parties hereto, and only after satisfaction of the conditions set forth in Section 16.

ASSIGNMENT. This Agreement shall constitute a covenant running with title to the Property, binding upon the Landowner and its successors and assigns as to the Property or portions thereof. Any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred, provided however that this Agreement shall not apply to any portion of the Property that is the subject of a Permitted Transfer.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

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

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners (as defined in the indenture for the Bonds) of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

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

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.

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 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 by sovereign immunity or by other operation of law.

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

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

[SIGNATURES TO FOLLOW]

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

WHEREFORE, the parties below execute the *Collateral Assignment Agreement* to be effective as of the __ day of _____, 20__.

WITNESS	**GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT**
By: _____ Name: _____ Address: _____ _____	By: _____ Name: _____ Title: _____
By: _____ Name: _____ Address: _____ _____	

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

[SIGNATURE PAGE FOR COLLATERAL ASSIGNMENT AGREEMENT]

WITNESS

By: _____
Name: _____
Address: _____
_____

By: _____
Name: _____
Address: _____
_____

PULTE HOME COMPANY, LLC

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of PULTE HOME COMPANY, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description for Property

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

EXHIBIT A:
Legal Description for Property

LEGAL DESCRIPTION OF THE PHASE 2D&2E LAND

PARCEL 1:

GRAND OAKS PHASE 2D
A PORTION OF SECTIONS 26, 34 AND 35, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF LOT 99, AS SHOWN ON THE PLAT OF GRAND OAKS PHASE 2A UNIT 1, RECORDED IN MAP BOOK 114, PAGES 53 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, THENCE NORTH 55°02'01" WEST, ALONG THE NORTHEASTERLY LINE OF SAID TRACT 99, A DISTANCE OF 78.12 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 182.00 FEET, AN ARC DISTANCE OF 244.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19°30'50" WEST, 226.14 FEET; THENCE NORTH 15°29'00" EAST, 21.00 FEET; THENCE NORTH 02°42'11" EAST, 14.35 FEET; THENCE NORTH 06°03'33" EAST, 14.35 FEET; THENCE NORTH 09°30'01" WEST, 29.21 FEET; THENCE NORTH 36°44'24" EAST, 30.19 FEET; THENCE NORTH 23°29'58" EAST, 23.02 FEET; THENCE NORTH 28°34'10" EAST, 22.64 FEET; THENCE NORTH 33°52'00" EAST, 22.64 FEET; THENCE NORTH 15°18'38" WEST, 53.19 FEET; THENCE NORTH 56°14'08" EAST, 80.31 FEET; THENCE SOUTH 72°53'28" EAST, 14.16 FEET; THENCE NORTH 87°24'11" EAST, 71.26 FEET; THENCE NORTH 79°43'55" EAST, 69.08 FEET; THENCE NORTH 66°57'14" EAST, 54.07 FEET; THENCE NORTH 33°15'15" EAST, 63.98 FEET; THENCE NORTH 84°59'52" EAST, 42.60 FEET; THENCE SOUTH 72°41'42" EAST, 27.64 FEET; THENCE NORTH 83°46'37" EAST, 26.05 FEET; THENCE NORTH 68°34'46" EAST, 65.00 FEET; THENCE NORTH 61°39'18" EAST, 68.23 FEET; THENCE NORTH 40°11'58" WEST, 46.42 FEET; THENCE SOUTH 81°38'50" WEST, 55.85 FEET; THENCE NORTH 73°03'00" WEST, 48.70 FEET; THENCE NORTH 75°54'38" WEST, 54.44 FEET; THENCE SOUTH 78°29'16" WEST, 68.08 FEET; THENCE SOUTH 71°15'33" WEST, 46.29 FEET; THENCE NORTH 53°55'23" WEST, 3.31 FEET; THENCE NORTH 33°49'02" EAST, 38.84 FEET; THENCE NORTH 56°08'41" EAST, 68.01 FEET; THENCE NORTH 52°36'26" EAST, 103.57 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 182.00 FEET, AN ARC DISTANCE OF 110.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°44'51" EAST, 109.17 FEET; THENCE NORTH 04°43'12" WEST, 23.71 FEET; THENCE NORTH 00°11'27" WEST, 23.71 FEET; THENCE NORTH 19°10'16" WEST, 50.96 FEET; THENCE NORTH 10°04'44" WEST, 65.47 FEET; THENCE NORTH 47°56'03" EAST, 68.93 FEET; THENCE NORTH 41°32'45" EAST, 82.85 FEET; THENCE NORTH 28°59'04" EAST, 14.91 FEET; THENCE SOUTH 70°40'42" EAST, 23.72 FEET; THENCE NORTH 58°21'31" WEST, 44.74 FEET; THENCE NORTH 31°38'30" EAST, 12.00 FEET; THENCE SOUTH 58°21'30" EAST, 54.67 FEET; THENCE NORTH 55°58'56" EAST, 23.69 FEET; THENCE NORTH 60°30'31" EAST, 23.69 FEET; THENCE NORTH 65°02'06" EAST, 23.69 FEET; THENCE NORTH 67°17'53" EAST, 95.98 FEET; THENCE NORTH 30°24'20" EAST, 60.57 FEET; THENCE NORTH 56°19'41" EAST, 72.90 FEET; THENCE NORTH 37°03'13" EAST, 26.12 FEET; THENCE NORTH 24°16'55" EAST, 2.46 FEET; THENCE NORTH 30°00'49" WEST, 30.79 FEET; THENCE NORTH 24°16'39" EAST, 77.88 FEET; THENCE NORTH 38°29'56" EAST, 79.95 FEET; THENCE NORTH 64°01'10" EAST, 73.00 FEET; THENCE SOUTH 63°48'31" EAST, 69.08 FEET; THENCE SOUTH 21°42'44" EAST, 48.55 FEET; THENCE SOUTH 11°09'22" WEST, 53.83 FEET; THENCE SOUTH 68°55'11" WEST, 16.27 FEET; THENCE SOUTH 00°21'49" EAST, 6.93 FEET; THENCE SOUTH 69°01'42" EAST, 60.81 FEET; THENCE NORTH 59°21'16" EAST, 3.64 FEET; THENCE NORTH 39°48'22" EAST, 14.48 FEET; THENCE NORTH 43°01'29" EAST, 22.26 FEET; THENCE NORTH

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66°02'16" EAST, 32.06 FEET; THENCE NORTH 87°08'15" EAST, 15.82 FEET; THENCE NORTH 59°21'16" EAST, 12.83 FEET; THENCE NORTH 73°37'05" EAST, 113.52 FEET; THENCE SOUTH 52°16'50" EAST, 344.63 FEET; THENCE SOUTH 75°19'22" EAST, 123.55 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 45.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°54'58" EAST, 45.05 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 23.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°28'48" WEST, 22.38 FEET; THENCE SOUTH 23°25'54" EAST, 65.08 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 27.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°34'57" EAST, 26.14 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 24.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°58'10" EAST, 24.56 FEET; THENCE SOUTH 52°39'48" WEST, 58.98 FEET; THENCE SOUTH 37°20'12" EAST, 86.90 FEET; THENCE SOUTH 66°16'07" WEST, 64.44 FEET; THENCE SOUTH 84°48'19" WEST, 54.45 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 65.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°13'39" WEST, 64.97 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°00'41" WEST, 796.64 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 600.00 FEET, AN ARC DISTANCE OF 125.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°59'39" WEST, 125.08 FEET; THENCE SOUTH 68°27'26" WEST, 199.67 FEET; THENCE SOUTH 52°32'46" WEST, 68.66 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 32.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°37'59" WEST, 30.64 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°34'46" WEST, 135.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 62.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°53'41" WEST, 58.33 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 182.00 FEET, AN ARC DISTANCE OF 294.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°35'44" WEST, 263.54 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 38.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°33'24" WEST, 36.85 FEET, TO THE POINT OF BEGINNING.

PARCEL 2:

GRAND OAKS PHASE 2E

A PORTION OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 26; THENCE NORTH 89°27'40" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 26, A DISTANCE OF 1417.34 FEET; THENCE NORTH 00°32'20" WEST, 717.16 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 75°19'22" EAST, 123.55 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 42.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°26'34" EAST, 42.09 FEET; THENCE NORTH 79°50'32" EAST, 60.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 98.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°41'39" EAST, 95.84 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 57°13'50" EAST, 85.28 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 34.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°22'56" EAST, 31.73 FEET; THENCE SOUTH 49°24'20" EAST, 69.65 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 65.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°04'19" EAST, 64.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°32'57" EAST, 60.17 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 218.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 35°14'32" EAST, 212.56 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°56'06" EAST, 116.24 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 232.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°49'17" WEST, 225.60 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°34'40" WEST, 100.43 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 84.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°37'26" WEST, 83.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°40'12" WEST, 33.93 FEET; THENCE NORTH 13°46'33" EAST, 31.31 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 366, SAID PUBLIC RECORDS; THENCE NORTHERLY, NORTHEASTERLY, AND SOUTHEASTERLY, ALONG LAST LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 13°46'33" EAST, 307.65 FEET; COURSE NO. 2: NORTH 06°00'19" EAST, 545.61 FEET; COURSE NO. 3: NORTH 36°40'16" EAST, 633.40 FEET; COURSE NO. 4: SOUTH 53°12'28" EAST, 40.00 FEET; COURSE NO. 5: NORTH 36°43'37" EAST, 186.32 FEET; THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, (A 200 FOOT RIGHT-OF-WAY, AS SHOWN ON THE STATE OF FLORIDA ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION NO. 78060-2509, DATED 09-09-68); THENCE NORTH 47°52'58" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, A DISTANCE OF 140.62 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 866, PAGE 1979 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY, SOUTHEASTERLY, AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 36°43'37" WEST, 199.37 FEET; COURSE NO. 2: SOUTH 53°12'28" EAST, 40.00 FEET; COURSE NO. 3: SOUTH 36°40'16" WEST, 649.98 FEET; COURSE NO. 4: SOUTH 06°00'19" WEST, 556.50 FEET; COURSE NO. 5: SOUTH 16°42'47" WEST, 383.52 FEET; COURSE NO. 6: NORTH 53°58'46" WEST, 580.55 FEET; THENCE SOUTH 21°22'05" WEST, 26.46 FEET; THENCE SOUTH 23°34'30" WEST, 60.83 FEET; THENCE SOUTH 51°20'53" WEST, 70.64 FEET; THENCE

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SOUTH 14°07’41” WEST, 127.13 FEET; THENCE SOUTH 52°12’33” WEST, 61.26 FEET; THENCE SOUTH 55°38’12” WEST, 97.50 FEET; THENCE SOUTH 36°48’55” WEST, 98.21 FEET; THENCE SOUTH 34°49’40” WEST, 61.39 FEET; THENCE SOUTH 29°56’24” EAST, 45.63 FEET; THENCE SOUTH 62°56’56” EAST, 79.28 FEET; THENCE SOUTH 31°56’55” EAST, 93.63 FEET; THENCE SOUTH 27°08’13” WEST, 28.28 FEET; THENCE SOUTH 52°16’50” EAST, 344.63 FEET, TO THE POINT OF BEGINNING.

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ATTACHMENT G
NOTICES

If to the District:	Grand Oaks Community Development District 475 West Town Place, Suite 114 World Golf Village St. Augustine, FL 32092 Attn: District Manager Email: mbiagetti@gmsnf.com
With a copy to:	Kutak Rock LLP 107 W. College Ave. Tallahassee, FL 32301 Attn: Wesley Haber, Esq. Email: wesley.haber@kutakrock.com
If to Landowner:	Day Late Enterprises, Inc. Homestead Investments, LLC 191 Surfside Ave St Augustine, FL 32084 Attn: Dennis M. Smith, Jr., M.D. Email: dennis.smith.0913@gmail.com
With copies to:	Carlton Fields 4221 West Boy Scout Blvd., Suite 1000 Tampa, FL 33607-5780 Attn: Joel B. Giles, Esq. Email: jgiles@carltonfields.com
And:	Carlton Fields 4221 West Boy Scout Blvd., Suite 1000 Tampa, FL 33607-5780 Attn: Owen D. Beylus, Esq. Email: obeylus@carltonfields.com
If to Purchaser:	Pulte Home Company, LLC 12724 Gran Bay Parkway West Suite 200 Jacksonville, FL 32258 Attn: Justin Dudley Email: Justin.Dudley@Pulte.com

Docusign Envelope ID: 00CB1F9A-3CBD-82F5-80D6-C381E463BE23

With a copy to:	Pulte Home Company, LLC Legal Department 2301 Lucien Way Suite 155 Maitland, FL 32751 Attn: Scott Clements, Esq. Email: Scott.Clements@PulteGroup.com
With a copy to:	Baker & Hostetler LLP 200 S. Orange Avenue Suite 2300 Orlando, FL 32801 Attn: David L. Evans, Jr., Esq. Email: devans@bakerlaw.com
If to USBCT:	U.S. Bank Trust Company, National Association, as Trustee Attn: Christopher Gehman James Center Three 1051 E. Cary St., 6th Floor Richmond, Virginia 23219 Telephone: (804) 771-7925 Email: christopher.gehman@usbank.com
With a copy to:	Greenberg Traurig, P.A. Attn: Brian A. Crumbaker 101 E. College Ave. Tallahassee, Florida 32301 Telephone: (850) 425-8540 Email: CrumbakerB@gtlaw.com

ELEVENTH ORDER OF BUSINESS

C.

Grand Oaks Community Development District

Performance Measures/Standards & Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least five regular Board of Supervisor ("Board") meetings per year to conduct District-related business and discuss community needs.
Measurement: Number of public Board meetings held annually as evidenced by meeting minutes and legal advertisements.
Standard: A minimum of ten Board meetings were held during the fiscal year.
Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.
Measurement: Timeliness and method of meeting notices as evidenced by posting to the District's website, publishing in local newspaper of general circulation, and or via electronic communication.
Standard: 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (e.g., newspaper, District website, electronic communications).
Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.
Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.
Standard: 100% of monthly website checks were completed by District Management or third party vendor.
Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.
Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.
Standard: 100% of site visits were successfully completed as described within District Management services agreement
Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on the District's website and/or within District records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District's website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the District's website the most recent versions of the following documents: Florida Auditor General link (https://flauditor.gov/) to obtain current and past Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Florida Auditor General link (https://flauditor.gov/) to the Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.

Standard: District's website contains 100% of the following information: Department of Financial Services link to obtain Annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the Florida Auditor General link (https://flauditor.gov/) to the results to the District's website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing Board approval and annual audit is available on the District's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District's website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

SIGNATURES:

Chair/Vice Chair: _____ Date: _____

Printed Name: _____

Grand Oaks Community Development District

District Manager: _____ Date: _____

Printed Name: _____

Grand Oaks Community Development District

D.

Grand Oaks

10/22/2026

Community Development District

Field Operations & Amenity Management Report



Rich Gray
FIELD OPERATIONS MANAGER
GOVERNMENTAL MANAGEMENT SERVICES

Robin Nixon
AMENITY MANAGER
GOVERNMENTAL MANAGEMENT SERVICES

Grand Oaks
Community Development District

Field Operations & Amenity Management Report

October 22nd, 2026

To: Board of Supervisors

From: Rich Gray
Field Operations Manager

Robin Nixon
Amenity Manager

RE: Grand Oaks Field Operations & Amenity Management Report – October 22nd, 2026

The following is a review of field operations, maintenance, and amenity management at Grand Oaks.



Events & Community Information

Amenity Manager Report – October Update

Facility Rentals:
The rental room is almost fully booked on weekends up until New Year's. We still have a few Sundays open if anyone is interested, as well as weekday availability.

Thank you to The Greenery for donating the Fall Display for our amenity center again this year. It looks amazing, and we have already received many compliments on it**. PICTURE ATTACHED**

Ongoing Programs:
Weekly and monthly clubs (Mahjong, Hand & Foot, Samba, Bible study, yoga, and book club) continue to run consistently. I encourage anyone interested in starting a club to start that process now.

Weekly food trucks visit us at the amenity center on Thursdays from 5-8 pm for Food Truck Thursday!

ZUMBA MAY BE RETURNING TO GRAND OAKS SOON... We're working with a new Zumba instructor to offer Zumba classes at the amenity center again. Nina, the new instructor, has worked with our management company before and is highly recommended.



Weekly Maintenance Duties

Listed below are weekly maintenance responsibilities:

- Check roadways, pickleball courts, playgrounds, pool areas, sports complexes, and parking lots weekly for debris.
- Check all trash receptacles weekly and empty them as needed.
- All pool furniture is straightened and organized at the start of each day, and each chair is inspected to ensure it is in proper working order.
- Lighting inspections are conducted every month, and bulbs are replaced as needed.
- The entryway, back patio, Front Patio, Pool deck, and front sidewalk are blown off weekly.
- We inspect all gym equipment monthly to ensure it is in proper working order.
- All HVAC systems are checked weekly for proper operation. This includes the Amenity Center and Pool Deck Units.
- Further maintenance tasks and developments are performed as needed. Examples of these developments are listed on the following pages.

Completed Projects

- RMS completed Pressure washing of all Entry Monument signage, Lakeside Park, and the SR-16 Entryway.

- Tile Tek completed the needed tile repair to the Men's RR wall on the Pool Deck due to vandalism.

- Yewtree completed the First Annual Fall Monitoring for the Invasive species control in the CE. Everything seems to be trending in the right direction. Staff will continue to remind residents of the importance of maintaining a natural setting in the CE and to be aware of signage present.

- GMS repaired the Yoga room door and side entry door to the Gym in the Amenity Center.

- GMS corrected faulty card readers and reinstalled the door striker on the Amenity Center front entry door.

- C-buss Enterprises completed the DE Filter grid replacement for the Pool, Paver correction on the Pool deck and the Acid wash to remove staining from the bottom of the Pool. The district paid no cost for this wash.

- Lake Doctors completed the needed repairs to the fountains in Pond 15. Staff will continue to monitor all fountain operations for any issues and report immediately. They also cleaned the filters on all units.

- Greenery continues replacing dead sod throughout the community; they are also working on the flower changeout in the Front and Back planters at the Amenity Center.

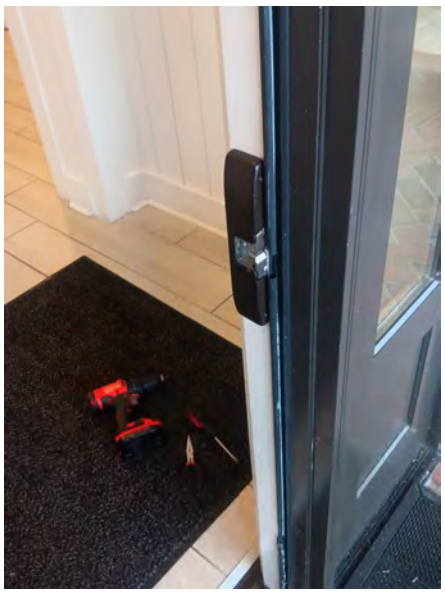
*Photos of completed tasks are listed on the following pages. Any questions about this report should be directed to the on-site staff.

Pending/Open Projects

- Perennial flower replacement on the front and back patio of the Amenity Center
- Sod replacement heading toward Summer Bay, in selected areas of the Amenity Center, and on Turnbull Creek Road.
- Lighting replacement at Legacy Park and Mailbox clusters.
- Finalize Playground project.
- Pressure-wash pool decking, chairs, and the surrounding fence.
- Fence correction at Dog Park.
- Clean carpet tiles in the gym and replace individual tiles as needed.
- Touch up paint in the Gathering Room, Gym, and Yoga Room.
- Clean Exterior windows on the Amenity Center.
- Replace the cracked sidewalk at the back of the Amenity Center.
- Consider getting chairs for around the fire pit.
- Install a new sink in the Men's RR on the Pool Deck due to vandalism. (Had to reorder the sink, as the first one arrived damaged.)
- Soft wash Pickleball court and clean picnic area overhang.

- Staff are working these opening items into the weekly maintenance to be completed over the next couple of weeks.

Completed Projects



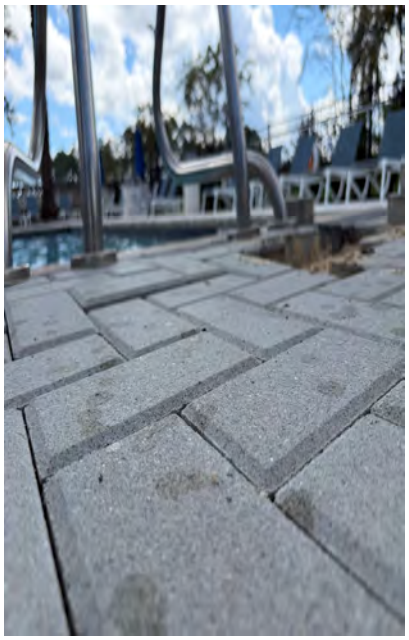


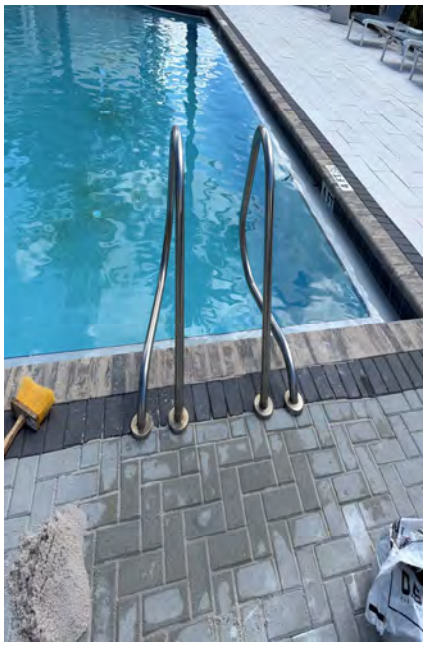
GMS repaired the door striker on the Front Entry door to the Amenity Center, Reset the Yoga room sliding door and mounted track, and repaired the door latch on the side entry of the Gym.



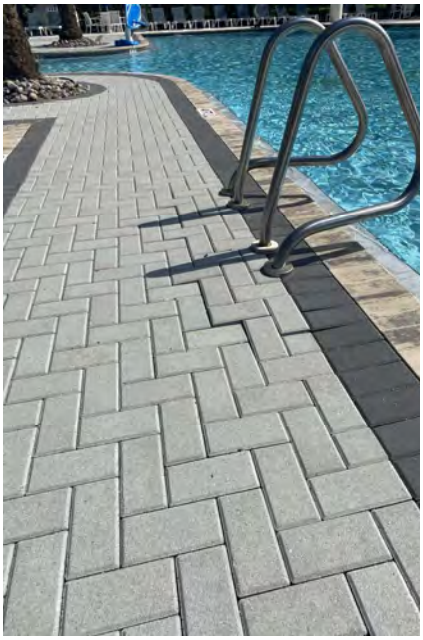


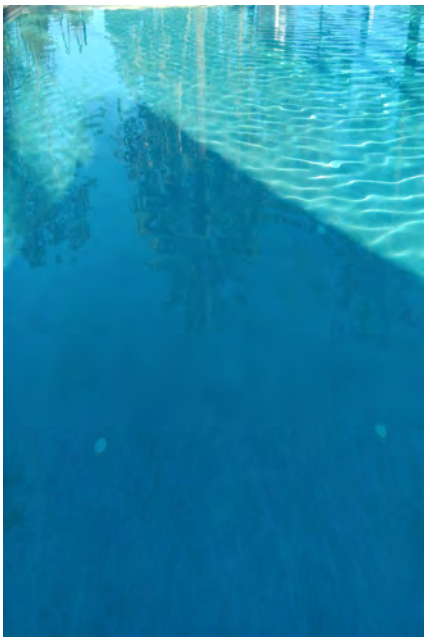
Completed Projects





C-Buss Enterprises completed the DE Filter grid replacement, removed stains from the bottom of the Pool returns, and corrected uneven pavers on the Pool Deck.

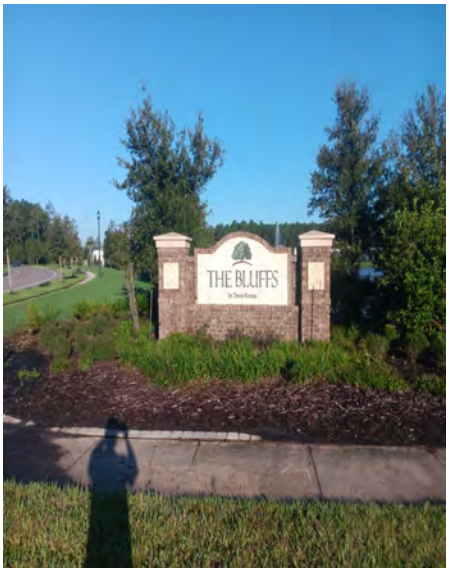




Completed Projects







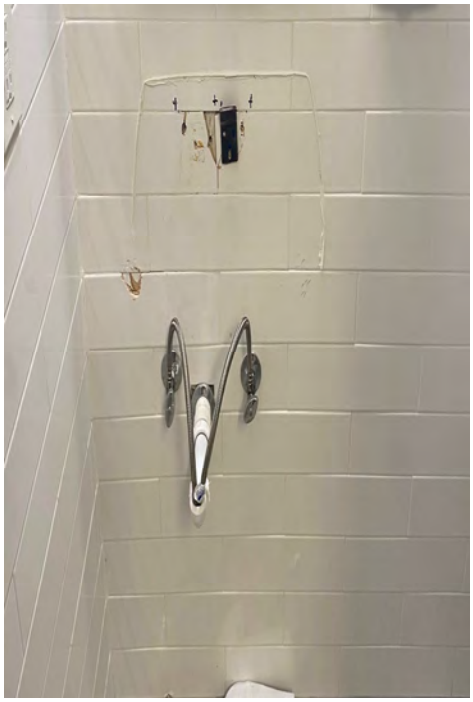
RMS pressure washed the Front and Back Patio of the Amenity center, Lakeside Park, and all Individual Entry signage to each development along with the Amenity Center.

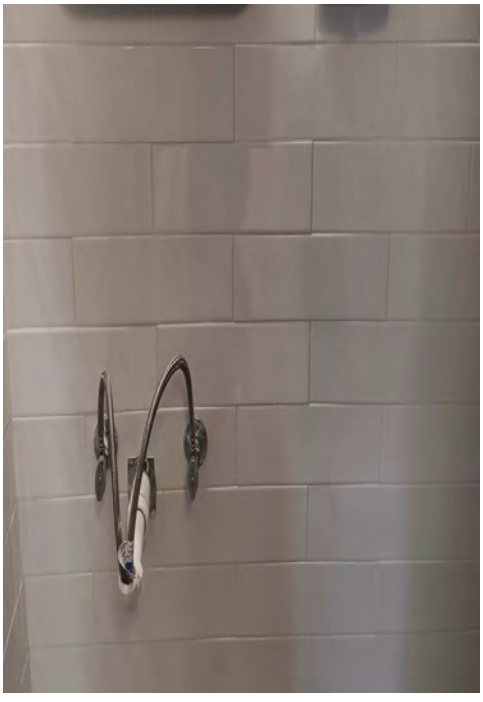






Completed Projects

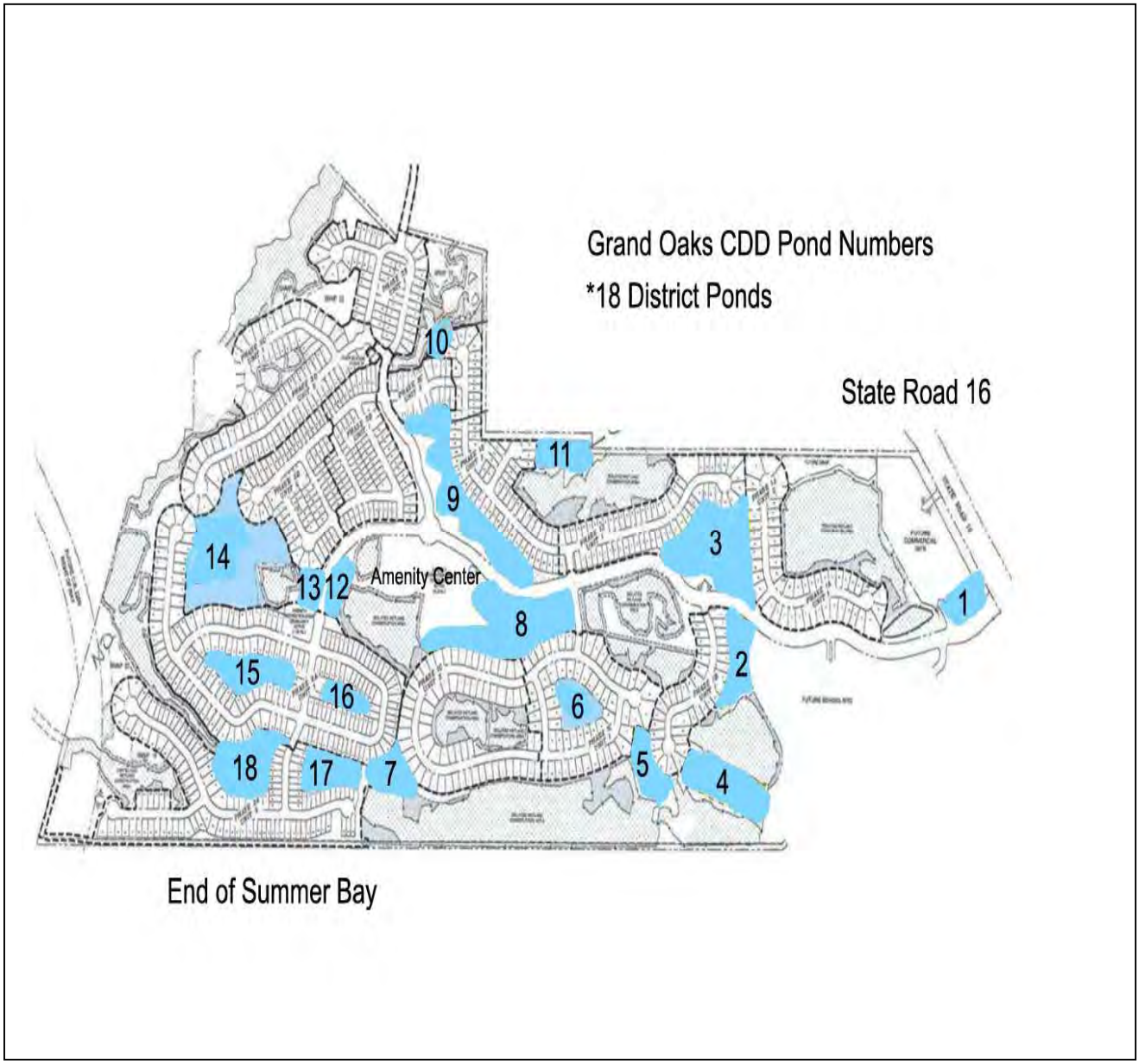




Before **After**

Tile Tek completed the needed repairs to the tile wall in the Men's RR located on the Pool deck. Recently, vandalism caused this damage. Next, install the new sink and test the area for proper operation.

Grand Oaks Pond Map



Conclusion

For any questions or comments regarding the above information, contact Robin Nixon, Amenity Manager, at Grandoaksmanager@gmsnf.com



THIRTEENTH ORDER OF BUSINESS

A.

Grand Oaks

Community Development District

Unaudited Financial Reporting

September 30, 2026

Table of Contents

3	Balance Sheet
4-5	General Fund
6	Debt Service Fund - Series 2019
7	Debt Service Fund - Series 2020
8	Debt Service Fund - Series 2021
9	Capital Projects Funds
10-11	Month to Month
12-13	Long Term Debt Schedule
14	Assessment Receipt Schedule

Grand Oaks

Community Development District

Combined Balance Sheet

September 30, 2026

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
Operating Account - Truist	$ 141,069	$ -	$ -	$ 141,069
Operating Account - Valley National	$ -	$ -	$ -	$ -
Assessment Receivable	$ 2,418	$ 245,403	$ -	$ 247,821
Due from Developer	$ 140,904	$ -	$ -	$ 140,904
Due from Other(Litigation)	$ 79,731	$ -	$ -	$ 79,731
Due from Capital Projects	$ -	$ -	$ -	$ -
Investment - SBA	$ 160,222	$ -	$ -	$ 160,222
Prepaid Expense	$ 63,063	$ -	$ -	$ 63,063
Investments:				
Series 2019				
Reserve	$ -	$ 669,813	$ -	$ 669,813
Revenue	$ -	$ 531,991	$ -	$ 531,991
Prepayment	$ -	$ 257	$ -	$ 257
Interest	$ -	$ -	$ -	$ -
Construction	$ -	$ -	$ 56,116	$ 56,116
Due from General Fund	$ -	$ -	$ -	$ -
Series 2020				
Reserve	$ -	$ 522,961	$ -	$ 522,961
Interest	$ -	$ (0)	$ -	$ (0)
Revenue	$ -	$ 124,724	$ -	$ 124,724
Prepayment	$ -	$ 37,591	$ -	$ 37,591
Construction	$ -	$ -	$ 51,793	$ 51,793
Cost of Issuance	$ -	$ -	$ -	$ -
Due from General Fund	$ -	$ -	$ -	$ -
Series 2021				
Reserve	$ -	$ 97,477	$ -	$ 97,477
Revenue	$ -	$ 13	$ -	$ 13
Construction	$ -	$ -	$ 16,693	$ 16,693
Construction - State Road 16	$ -	$ -	$ 226	$ 226
Due from General Fund	$ -	$ -	$ -	$ -
Liabilities:				
Accounts Payable	$ 61,093	$ -	$ -	$ 61,093
Due to Debt Service	$ -	$ -	$ -	$ -
Due to Capital Projects	$ -	$ -	$ -	$ -
Due to General Fund	$ -	$ -	$ -	$ -
Deposits	$ -	$ -	$ -	$ -
Unavailable Revenue	$ 140,904	$ 239,848	$ -	$ 380,752
Deferred Revenue	$ 359,184	$ -	$ -	$ 359,184
Fund Balance:				
Prepaid Items	$ 63,063	$ -	$ -	$ 63,063
Assigned For:				
Debt Service - Series 2019	$ -	$ 1,207,616	$ -	$ 1,207,616
Debt Service - Series 2020	$ -	$ 685,275	$ -	$ 685,275
Debt Service - Series 2021	$ -	$ 97,490	$ -	$ 97,490
Restricted For:				
Capital Projects - Series 2019	$ -	$ -	$ 56,116	$ 56,116
Capital Projects - Series 2020	$ -	$ -	$ 51,793	$ 51,793
Capital Projects - Series 2021	$ -	$ -	$ 16,919	$ 16,919
Unassigned	$ (36,837)	$ -	$ -	$ (36,837)
Total Liabilities & Fund Balance	$ 587,407	$ 2,230,229	$ 124,828	$ 2,942,464

Grand Oaks

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

	Adopted Budget	Prorated Budget Thru 09/30/26	Actual Thru 09/30/26	Variance
Revenues:				
Assessments - On Roll	$ 588,242	$ 588,242	$ 605,504	$ 17,262
Assessments - Direct	$ 649,186	$ 649,186	$ 332,543	$ (316,643)
Interest Income	$ 5,000	$ 5,000	$ 9,153	$ 4,153
Developer Contributions	$ -	$ -	$ -	$ -
Miscellaneous Income	$ 2,000	$ 2,000	$ 15,065	$ 13,065
Miscellaneous Income - NST Lease	$ -	$ -	$ 13,227	$ 13,227
Total Revenues	**$ 1,244,428**	**$ 1,244,428**	**$ 975,492**	**$ (268,936)**
Expenditures:				
General & Administrative:				
Supervisor Fees	$ 12,000	$ 12,000	$ 4,800	$ 7,200
Arbitrage	$ 1,350	$ 1,350	$ -	$ 1,350
District Engineer	$ 13,200	$ 13,200	$ 4,470	$ 8,730
Dissemination Agent	$ 3,150	$ 3,150	$ 3,350	$ (200)
District Counsel	$ 30,000	$ 30,000	$ 24,188	$ 5,812
District Counsel - Litigation	$ -	$ -	$ -	$ -
Assessment Roll Administration	$ -	$ -	$ 7,500	$ (7,500)
Auditing Services	$ 6,600	$ 6,600	$ 7,000	$ (400)
Trustee Fees	$ 12,000	$ 12,000	$ 12,450	$ (450)
Management Fees	$ 58,478	$ 58,478	$ 58,478	$ (0)
Information Technology	$ 1,890	$ 1,890	$ 1,890	$ -
Website Administration	$ 1,260	$ 1,260	$ 1,260	$ -
Postage	$ 1,200	$ 1,200	$ 591	$ 609
Printing And Binding	$ 350	$ 350	$ 1,293	$ (943)
Insurance	$ 7,029	$ 7,029	$ 7,029	$ -
Legal Advertising	$ 1,000	$ 1,000	$ 1,730	$ (730)
Bank Fees	$ 2,000	$ 2,000	$ 2,530	$ (530)
Office Supplies	$ 150	$ 150	$ 5	$ 145
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Total General & Administrative:	**$ 151,832**	**$ 151,832**	**$ 138,738**	**$ 13,094**

Grand Oaks

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

Operation and Maintenance					
Field Expenses					
Field Management	$ 46,943	$ 46,943	$ 46,943	$	(0)
Electricity	$ 110,000	$ 110,000	$ 65,882	$	44,118
Utility	$ 12,000	$ 12,000	$ -	$	12,000
Landscape Maintenance	$ 229,008	$ 229,008	$ 224,644	$	4,364
Irrigation Repairs	$ 15,000	$ 15,000	$ 5,739	$	9,261
Landscape Replacement	$ 18,000	$ 18,000	$ 742	$	17,258
Landscape - Mulch	$ 40,000	$ 40,000	$ -	$	40,000
Landscape - Annuals	$ 14,265	$ 14,265	$ -	$	14,265
Lake Maintenance	$ 29,700	$ 29,700	$ 29,700	$	-
Wetland Mitigation	$ -	$ -	$ 10,500	$	(10,500)
General Repairs & Maintenance	$ 25,000	$ 25,000	$ 49,463	$	(24,463)
Sidewalk & Pavement Repairs	$ 5,000	$ 5,000	$ -	$	5,000
Capital Reserve	$ 100,000	$ 100,000	$ -	$	100,000
Subtotal	$ 644,916	$ 644,916	$ 433,613	$	211,303
Amenity Expenses					
Facility Management	$ 85,000	$ 85,000	$ 85,000	$	0
Facility Attendants	$ 15,000	$ 15,000	$ -	$	15,000
Security	$ 15,000	$ 15,000	$ 2,738	$	12,263
Cable/Internet	$ 5,000	$ 5,000	$ -	$	5,000
Property Insurance	$ 79,646	$ 79,646	$ 54,784	$	24,862
Utility-Water	$ 10,000	$ 10,000	$ 6,938	$	3,062
Gas	$ 2,000	$ 2,000	$ 1,092	$	908
Pool Maintenance	$ 21,600	$ 21,600	$ 21,600	$	-
Pool Chemicals	$ 15,000	$ 15,000	$ 16,407	$	(1,407)
Pool Permits	$ 355	$ 355	$ 701	$	(346)
Refuse	$ 5,000	$ 5,000	$ 4,051	$	949
Janitorial Services	$ 16,200	$ 16,200	$ 18,099	$	(1,899)
Pest Control	$ 1,620	$ 1,620	$ 1,165	$	455
Amenity Office Supplies	$ 600	$ 600	$ 335	$	265
Recreation Facility Maintenance	$ 25,000	$ 25,000	$ 3,344	$	21,656
Recreation Equipment Maintenance	$ 17,928	$ 17,928	$ 17,928	$	-
Special Events	$ 7,000	$ 7,000	$ 1,670	$	5,330
Holiday Decorations	$ 2,000	$ 2,000	$ 3,050	$	(1,050)
Miscellaneous Maintenance	$ 123,731	$ 123,731	$ 118,116	$	5,615
Subtotal	$ 447,680	$ 447,680	$ 357,017	$	90,663
Excess Revenues (Expenditures)	$		$ 46,124		
Fund Balance - Beginning	$ -		$ (19,898)		
Fund Balance - Ending	$ -		$ 26,226		

Grand Oaks

Community Development District

Debt Service Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

Revenues:				
Assessments - On Roll	$ 537,242	$ 537,242	$ 533,694	$ (3,548)
Assessments - Direct	$ 142,678	$ 142,678	$ 142,766	$ 88
Assessments - Prepayment	$ -	$ -	$ -	$ -
Interest	$ 10,000	$ 10,000	$ 37,794	$ 27,794
Expenditures:				
Interest Expense 11/1	$ 234,259	$ 234,259	$ 233,566	$ 693
Principal Expense 11/1	$ 200,000	$ 200,000	$ 200,000	$ -
Special Call 11/1	$ -	$ -	$ 5,000	$ (5,000)
Interest Expense 5/1	$ 230,134	$ 230,134	$ 229,316	$ 818
Special Call 5/1	$ -	$ -	$ 5,000	$ (5,000)
Other Financing Sources:				
Transfer In/(Out)	$ -	$ -	$ (24,249)	$ (24,249)
Excess Revenues (Expenditures)	$ 25,526		$17,125	
Fund Balance - Beginning	$ 277,837		$ 1,190,492	
Fund Balance - Ending	$ 303,363		$ 1,207,616	

Grand Oaks

Community Development District

Debt Service Fund - Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

Revenues:				
Assessments - On Roll	$ 328,531	$ 328,531	$ 322,127	$ (6,404)
Assessments - Direct	$ 604,659	$ 604,659	$ 368,840	$ (235,819)
Assessments - Prepayment	$ -	$ -	$ 31,663	$ 31,663
Interest	$ 10,000	$ 10,000	$ 25,741	$ 15,741
Expenditures:				
Interest Expense 11/1	$ 319,663	$ 319,663	$ 319,663	$ -
Principal Expense 5/1	$ 295,000	$ 295,000	$ 295,000	$ -
Interest Expense 5/1	$ 319,663	$ 319,663	$ 319,663	$ -
Total Expenditures	**$ 934,327**	**$ 934,325**	**$ 934,325**	**$ -**
Other Financing Sources:				
Transfer In/(Out)	$ -	$ -	$ (27,557)	$ (27,557)
Excess Revenues (Expenditures)	$ 8,863		($213,511)	
Fund Balance - Beginning	$ 277,837	$ -	$ 898,786	
Fund Balance - Ending	$ 286,700	$ -	$ 685,275	

Grand Oaks

Community Development District

Debt Service Fund - Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

Revenues:				
Assessments - On Roll	$ -	$ -	$ -	$ -
Assessments - Direct	$ 300,025	$ 300,025	$ -	$ (300,025)
Interest	$ 5,000	$ 5,000	$ 4,797	$ (203)
Expenditures:				
Interest Expense 11/1	$ 90,997	$ 90,997	$ 90,997	$ -
Principal Expense 11/1	$ 115,000	$ 115,000	$ 115,000	$ -
Interest Expense 5/1	$ 89,488	$ 89,488	$ -	$ 89,488
Other Financing Sources:				
Transfer In/(Out)	$ -	$ -	$ (4,773)	$ (4,773)
Excess Revenues (Expenditures)	$ 9,539		$ (205,973)	
Fund Balance - Beginning	$ 277,837		$ 303,463	
Fund Balance - Ending	$ 287,376		$ 97,490	

Grand Oaks

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

Revenues:			
Interest Income	$ 1,516	$ 948	$ 507
Expenditures:			
Capital Outlay - Construction	$ -	$ -	$ -
Other Financing Sources:			
Transfer In/(Out)	$ 24,249	$ 27,557	$ 4,773
Excess Revenues (Expenditures)	$ 25,766	$ 28,505	$ 5,280
Fund Balance - Beginning	$ 30,351	$ 23,288	$ 11,638
Fund Balance - Ending	$ 56,116	$ 51,793	$ 16,919

Grand Oaks

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments-On Roll	$ 15,616	$ 48,968	$ 93,387	$ 390,867	$ 31,730	$ 2,159	$ 11,388	$ -	$ 1,498	$ 9,892	$ -	$ -	$ 605,504
Assessments-Direct	$ 242,451	$ -	$ -	$ 90,092	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 332,543
Interest Income	$ 249	$ 198	$ 348	$ 1,018	$ 795	$ 1,156	$ 1,038	$ 1,087	$ 947	$ 909	$ 635	$ 771	$ 9,153
Developer Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous Income	$ 1,225	$ 695	$ -	$ 9,945	$ 225	$ 350	$ 500	$ 175	$ 400	$ 850	$ 350	$ 350	$ 15,065
Miscellaneous Income - NST Lease	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,227	$ -	$ -	$ -	$ -	$ -	$ 13,227
Total Revenues	**$ 259,541**	**$ 49,861**	**$ 93,735**	**$ 491,923**	**$ 32,750**	**$ 3,665**	**$ 26,153**	**$ 1,262**	**$ 2,845**	**$ 11,650**	**$ 985**	**$ 1,121**	**$ 975,492**
Expenditures:													
General & Administrative:													
Supervisor Fees	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 4,800
Arbitrage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Engineering	$ 2,370	$ 2,100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,470
Dissemination Agent	$ 363	$ 263	$ 263	$ 263	$ 263	$ 263	$ 363	$ 263	$ 263	$ 263	$ 263	$ 263	$ 3,350
Attorney	$ 5,828	$ 2,451	$ 2,967	$ 2,650	$ 2,521	$ 1,424	$ 2,526	$ 1,821	$ 2,003	$ -	$ -	$ -	$ 24,188
Assessment Roll Administration	$ 7,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,500
Annual Audit	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000	$ 4,000	$ -	$ -	$ -	$ -	$ 7,000
Trustee Fees	$ 10,227	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,852	$ -	$ -	$ -	$ 370	$ 12,450
Management Fees	$ 4,873	$ 4,873	$ 4,873	$ 4,873	$ 4,873	$ 4,873	$ 4,873	$ 4,873	$ 4,873	$ 4,873	$ 4,873	$ 4,873	$ 58,478
Information Technology	$ 158	$ 158	$ 158	$ 158	$ 158	$ 158	$ 158	$ 158	$ 158	$ 158	$ 158	$ 158	$ 1,890
Website Administration	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105	$ 1,260
Postage & Delivery	$ 4	$ 144	$ 10	$ 3	$ 13	$ 10	$ 4	$ 12	$ 9	$ 357	$ 17	$ 9	$ 591
Printing & Binding	$ 44	$ 60	$ 41	$ 55	$ 47	$ 30	$ 29	$ 36	$ 73	$ 612	$ 133	$ 134	$ 1,293
Insurance	$ 7,029	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,029
Legal Advertising	$ -	$ 70	$ 70	$ 70	$ 70	$ 141	$ (137)	$ 136	$ 144	$ 1,002	$ 92	$ 71	$ 1,730
Bank Fees	$ 118	$ 178	$ 245	$ 250	$ 280	$ 252	$ 159	$ 193	$ 231	$ 190	$ 179	$ 256	$ 2,530
Office Supplies	$ 0	$ 1	$ 0	$ 0	$ 1	$ 0	$ 0	$ 0	$ 0	$ 1	$ 1	$ 0	$ 5
Dues, Licenses & Subscriptions	$ -	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Total General & Administrative:	**$ 39,017**	**$ 10,976**	**$ 9,131**	**$ 8,825**	**$ 8,730**	**$ 7,656**	**$ 11,479**	**$ 13,848**	**$ 8,258**	**$ 7,961**	**$ 6,218**	**$ 6,639**	**$ 138,738**
Operation and Maintenance													
Field Expenses													
Field Management	$ 3,912	$ 3,912	$ 3,912	$ 3,912	$ 3,912	$ 3,912	$ 3,912	$ 3,912	$ 3,912	$ 3,912	$ 3,912	$ 3,912	$ 46,943
Electricity	$ 3,147	$ 2,759	$ 2,676	$ 3,328	$ 3,228	$ 3,320	$ 3,188	$ 3,347	$ 3,486	$ 3,401	$ 25,475	$ 8,527	$ 65,882
Utility - Water	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Landscape Maintenance	$ 19,084	$ 19,084	$ 19,084	$ 19,084	$ 19,084	$ 14,084	$ 19,084	$ 19,084	$ 19,084	$ 19,084	$ 19,720	$ 19,084	$ 224,644
Irrigation Repairs	$ 1,350	$ -	$ -	$ 700	$ 1,149	$ -	$ 152	$ 497	$ -	$ 690	$ 1,201	$ -	$ 5,739
Landscape Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ 742	$ -	$ -	$ -	$ -	$ -	$ 742
Landscape - Mulch	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Landscape - Annuals	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lake Maintenance	$ 2,475	$ 2,475	$ 2,475	$ 2,475	$ 2,475	$ 2,475	$ 2,475	$ 2,475	$ 2,475	$ 2,475	$ 2,475	$ 2,475	$ 29,700
Wetland Mitigation	$ -	$ -	$ -	$ -	$ 10,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,500
General Repairs & Maintenance	$ 14,386	$ 5,771	$ 5,435	$ 9,015	$ 5,838	$ 735	$ 4,395	$ 566	$ 1,889	$ 1,433	$ -	$ -	$ 49,463
Sidewalk & Pavement Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Community Improvements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	$ 44,354	$ 30,089	$ 29,670	$ 34,602	$ 42,273	$ 20,614	$ 30,036	$ 25,969	$ 26,934	$ 27,083	$ 48,871	$ 30,086	$ 433,613

Grand Oaks

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenity Expenses													
Facility Management	$ 7,083	$ 7,083	$ 7,083	$ 7,083	$ 7,083	$ 7,083	$ 7,083	$ 7,083	$ 7,083	$ 7,083	$ 7,083	$ 7,083	$ 85,000
Facility Attendants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Security	$ 300	$ -	$ 75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,363	$ -	$ 2,738
Cable/Internet	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property Insurance	$ 54,784	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 54,784
Utility	$ 562	$ 805	$ 687	$ 473	$ 529	$ 516	$ 543	$ 637	$ 589	$ 682	$ 511	$ 403	$ 6,938
Gas	$ 73	$ -	$ 155	$ 94	$ 11	$ 189	$ 105	$ 93	$ -	$ 186	$ 93	$ 93	$ 1,092
Pool Maintenance	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 21,600
Pool Chemicals	$ 1,728	$ 1,792	$ 1,416	$ 124	$ -	$ 483	$ 444	$ 683	$ 2,258	$ 3,274	$ 2,434	$ 1,770	$ 16,407
Pool Permits	$ 350	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 350	$ -	$ -	$ -	$ 701
Refuse	$ 539	$ 223	$ 226	$ 224	$ 222	$ 225	$ 238	$ 632	$ 637	$ 292	$ 296	$ 298	$ 4,051
Janitorial Services	$ 1,350	$ 1,350	$ 1,350	$ 1,641	$ 1,641	$ 1,350	$ 1,350	$ 1,350	$ 1,350	$ 2,027	$ 1,653	$ 1,688	$ 18,099
Pest Control	$ 135	$ 135	$ 135	$ -	$ -	$ -	$ -	$ 760	$ -	$ -	$ -	$ -	$ 1,165
Amenity Office Supplies	$ -	$ -	$ 240	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 47	$ 47	$ 335
Recreation Facility Maintenance	$ -	$ 1,720	$ -	$ -	$ 1,624	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,344
Recreation Equipment Maintenance	$ 1,494	$ 1,494	$ 1,494	$ 1,494	$ 1,494	$ 1,494	$ 1,494	$ 1,494	$ 1,494	$ 1,494	$ 1,494	$ 1,494	$ 17,928
Special Events	$ 395	$ 675	$ -	$ -	$ -	$ -	$ -	$ 600	$ -	$ -	$ -	$ -	$ 1,670
Holiday Decorations	$ 1,613	$ -	$ 1,438	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,050
Miscellaneous Maintenance	$ -	$ -	$ -	$ 26,369	$ 16,933	$ 24,252	$ 5,853	$ 22,111	$ 5,951	$ 2,273	$ 10,473	$ 3,902	$ 118,116
Subtotal	$ 72,206	$ 17,077	$ 16,099	$ 39,301	$ 31,337	$ 37,393	$ 18,910	$ 37,244	$ 21,512	$ 19,111	$ 28,247	$ 18,579	$ 357,017
Excess Revenues (Expenditures)	$ 103,965	$ (8,281)	$ 38,834	$ 409,193	$ (49,590)	$ (61,998)	$ (34,272)	$ (75,799)	$ (53,859)	$ (42,505)	$ (82,352)	$ (54,182)	$ 46,124

Grand Oaks

Community Development District

Long Term Debt Report

Series 2019A, Special Assessment Bonds		
Interest Rates:	3.750%, 4.125%, 4.750%, 5.000%	
Maturity Date:	11/1/2050	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	$672,781	
Reserve Fund Balance	$669,813	
Bonds Outstanding - 04/29/19		$11,460,000
Special Call - 5/1/24		($380,000)
Special Call - 8/1/21		($450,000)
Principal Payment - 11/1/21		($180,000)
Special Call - 11/1/21		($30,000)
Special Call - 2/1/22		($5,000)
Special Call - 5/1/22		($5,000)
Principal Payment - 11/1/22		($185,000)
Special Call - 2/1/23		($50,000)
Special Call - 5/1/23		($5,000)
Principal Payment - 11/1/23		($190,000)
Principal Payment - 11/1/24		($195,000)
Special Call - 2/1/25		($65,000)
Special Call - 5/1/25		($5,000)
Special Call - 8/1/25		($30,000)
Principal Payment - 11/1/25		($200,000)
Special Call - 11/1/25		($5,000)
Special Call - 5/1/26		($5,000)
Current Bonds Outstanding		**$9,475,000**

Series 2020, Special Assessment Bonds		
Interest Rates:	3.25%, 4.00%, 4.25%, 4.50%	
Maturity Date:	5/1/2052	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	$931,100	
Reserve Fund Balance	$522,961	
Bonds Outstanding - 09/24/20		$15,490,000
Principal Payment - 5/1/23		($270,000)
Principal Payment - 5/1/24		($275,000)
Special Call - 5/1/24		($30,000)
Principal Payment - 5/1/25		($285,000)
Principal Payment - 5/1/26		($295,000)
Current Bonds Outstanding		**$14,335,000**

Series 2021, Special Assessment Bonds		
Interest Rates:	2.625%, 3.200%, 3.500%, 4.000%	
Maturity Date:	11/1/2051	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	$300,025	
Reserve Fund Balance	$97,477	
Bonds Outstanding - 11/2/21		$5,295,000
Principal Payment - 11/1/22		($100,000)
Principal Payment - 11/1/23		($110,000)
Principal Payment - 11/1/24		($115,000)
Principal Payment - 11/1/25		($115,000)
Current Bonds Outstanding		**$4,855,000**

Grand Oaks

Community Development District

Special Assessment Receipts

Fiscal Year 2026

ON ROLL ASSESSMENTS

Gross Assessments	$ 622,972.48	$ 564,837.65	$ 340,924.62	$ -	$ 1,528,734.75
Net Assessments	$ 585,594.13	$ 530,947.39	$ 320,469.14	$ -	$ 1,437,010.67
	40.75%	36.95%	22.30%	0.00%	100.00%

ON ROLL ASSESSMENTS

Date	*Dist.*	*Net Amount*	*Commissions*	*Interest*	*Net Receipts*	*O&M Portion*	*2019 Debt Service Portion*	*2020 Debt Service Portion*	*2021 Debt Service Portion*	*Total*
10/10/25	ACH	$ 113.32	$ -	$ -	$ 113.32	$ 113.32	$	-$	-$	-$ 113.32
10/29/25	ACH	$ 15,502.56	$ -	$ -	$ 15,502.56	$ 15,502.56	$	-$	-$	-$ 15,502.56
11/4/25	ACH	$ 10,195.65	$ -	$ -	$ 10,195.65	$ 4,154.81	$ 3,767.09	$ 2,273.74	$ -	$ 10,195.64
11/20/25	ACH	$ 43,158.70	$ -	$ -	$ 43,158.70	$ 17,587.54	$ 15,946.30	$ 9,624.86	$ -	$ 43,158.70
11/24/25	ACH	$ 66,809.70	$ -	$ -	$ 66,809.70	$ 27,225.52	$ 24,684.88	$ 14,899.30	$ -	$ 66,809.70
12/17/25	ACH	$ 164,069.11	$ -	$ -	$ 164,069.11	$ 66,859.57	$ 60,620.33	$ 36,589.21	$ -	$ 164,069.11
12/24/25	ACH	$ 65,095.91	$ -	$ -	$ 65,095.91	$ 26,527.14	$ 24,051.67	$ 14,517.10	$ -	$ 65,095.91
1/15/26	ACH	$ 956,028.73	$ -	$ -	$ 956,028.73	$ 389,589.88	$ 353,233.95	$ 213,204.89	$ -	$ 956,028.72
1/27/26	ACH	$ 3,134.98	$ -	$ -	$ 3,134.98	$ 1,277.53	$ 1,158.31	$ 699.13	$ -	$ 3,134.97
2/20/26	ACH	$ 77,863.43	$ -	$ -	$ 77,863.43	$ 31,730.01	$ 28,769.02	$ 17,364.40	$ -	$ 77,863.43
3/16/26	ACH	$ 5,297.05	$ -	$ -	$ 5,297.05	$ 2,158.59	$ 1,957.16	$ 1,181.30	$ -	$ 5,297.05
4/9/26	ACH	$ 1,264.35	$ -	$ -	$ 1,264.35	$ 1,264.35	$	-$	-$	-$ 1,264.35
4/24/26	ACH	$ 24,842.69	$ -	$ -	$ 24,842.69	$ 10,123.61	$ 9,178.89	$ 5,540.19	$ -	$ 24,842.69
6/23/26	ACH	$ 3,675.81	$ -	$ -	$ 3,675.81	$ 1,497.92	$ 1,358.14	$ 819.75	$ -	$ 3,675.81
7/2/26	ACH	$ 24,273.25	$ -	$ -	$ 24,273.25	$ 9,891.56	$ 8,968.49	$ 5,413.20	$ -	$ 24,273.25
	TOTAL	**$ 1,461,325.24**	**$ -**	**$ -**	**$ 1,461,325.24**	**$ 605,503.91**	**$ 533,694.23**	**$ 322,127.07**	**$ -**	**$ 1,461,325.21**

102% **Net Percent Collected**

Direct Bill ASSESSMENTS

Toll Southeast LP Company Inc.

2026-01 Net Assessments $90,091.16 $90,091.16

Date Received	Due Date	Net Assessed	Amount Received	General Fund
1/27/26	11/30/25	$90,091.16	$90,091.84	$90,091.84
		$ 90,091.16	**$ 90,091.84**	**$ 90,091.84**

Toll Southeast LP Company Inc.

2026-02 Net Assessments $142,766.00 $142,766.00

Date Received	Due Date	Net Assessed	Amount Received	Series 2019 Debt Service Fund
4/29/26	4/1/26	$99,936.20	$99,936.20	$99,936.20
9/21/26	09/30/26	$42,829.80	$42,829.80	$42,829.80
		$ 142,766.00	**$ 142,766.00**	**$ 142,766.00**

Pulte

2026-03 Net Assessments $242,451.21 $242,451.21

Date Received	Due Date	Net Assessed	Amount Received	General Fund
10/9/25	11/30/25	$242,451.21	$242,451.21	$242,451.21
		$ 242,451.21	**$ 242,451.21**	**$ 242,451.21**

Pulte

2026-04 Net Assessments $368,840.16 $368,840.16

Date Received	Due Date	Net Assessed	Amount Received	Series 2020 Debt Service Fund
4/20/26	04/01/26	$258,188.11	$258,188.11	$258,188.11
9/24/26	09/30/26	$110,652.05	$110,562.05	$110,562.05
		$ 368,840.16	**$ 368,750.16**	**$ 368,750.16**

Day Late Enterprises Inc

2026-05 Net Assessments $319,293.67 $319,293.67

Date Received	Due Date	Net Assessed	Amount Received	General Fund
	11/30/25	$ 319,293.67		
		$ 319,293.67	**$ -**	**$ -**

Day Late Enterprises Inc

2026-06 Net Assessments $239,847.46 $239,847.46

Date Received	Due Date	Net Assessed	Amount Received	Series 2020 Debt Service Fund
	4/1/26	$ 167,893.22		
	09/30/26	$71,954.24		
		$ 239,847.46	**$ -**	**$ -**

Day Late Enterprises Inc

2026-07 Net Assessments $300,025.50 $300,025.50

Date Received	Due Date	Net Assessed	Amount Received	Series 2021 Debt Service Fund
	4/1/26	$ 120,010.20		
	09/30/26	$ 180,015.30		
		$ 300,025.50	**$ -**	**$ -**

B.

Grand Oaks
Community Development District

Summary of Check Register

September 01, 2026 through September 30, 2026

Fund	Date	Check No.'s		Amount
General Fund				
	9/2/26	2307-2312	$	28,394.60
	9/10/26	2313-2323	$	21,612.69
	9/22/26	2324-2328	$	231,197.83
	9/29/26	2329-2334	$	8,083.73
		Total Amount	**$**	**288,590.85**

*** CHECK DATES 09/01/2026 - 09/30/2026 *** GRAND OAKS CDD - GENERAL FUND
BANK A GRAND OAKS CDD

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
9/16/26	00088	11/17/25	12810711	202511	330	53800-59000				V	698.00-		
			MOVIE NIGHT-12/06/25										
									PROGRESSIVE ENTERTAINMENT INC			698.00-	002121
9/02/26	00004	8/25/26	7012	202609	330	53800-45505				*	1,800.00		
			SEP26 POOL SERVICES										
									C BUSS ENTERPRISES, INC			1,800.00	002307
9/02/26	00004	8/25/26	7194	202608	330	53800-45507				*	1,883.60		
			AUG26 POOL CHEMICALS										
									C BUSS ENTERPRISES, INC			1,883.60	002308
9/02/26	00053	8/31/26	JAC-0492	202608	330	53800-60000				*	52.00		
			AUG26 PET WASTE STATIONS										
									DOODYCALLS OF JACKSONVILLE FL			52.00	002309
9/02/26	00103	8/26/26	5539	202608	330	53800-60000				*	3,100.00		
			COMPRESSSOR REPAIR										
									HEAT BEATERS LLC			3,100.00	002310
9/02/26	00003	9/01/26	403804B	202609	320	53800-46300				*	2,475.00		
			SEP26 LAKE MAINTENANCE										
									THE LAKE DOCTORS INC			2,475.00	002311
9/02/26	00018	9/01/26	819144	202609	320	53800-46000				*	19,084.00		
			SEP LANDSCAPE MAINTENANCE										
									THE GREENERY INC.			19,084.00	002312
9/10/26	00011	8/28/26	42806436	202608	330	53800-48300				*	302.67		
			AUG CLUBHOUSE SUPPLIES										
									CINTAS CORPORATION			302.67	002313
9/10/26	00030	9/09/26	09092026	202609	310	51300-11000				*	200.00		
			BOS MEETING 09.09.26										
									LINDA M CRUZ			200.00	002314
9/10/26	00021	9/01/26	65	202609	310	51300-34000				*	4,873.17		
			SEP MANAGEMENT FEES										
		9/01/26	65	202609	310	51300-35200				*	105.00		
			SEP WEBSITE ADMIN										
		9/01/26	65	202609	310	51300-35100				*	157.50		
			SEP INFORMATION TECH										
		9/01/26	65	202609	310	51300-31300				*	262.50		
			SEP DISSEMINATION SVCS										
		9/01/26	65	202609	310	51300-51000				*	.33		
			OFFICE SUPPLIES										

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
		9/01/26	65	202609	310	51300-42000				*	8.58		
			POSTAGE										
		9/01/26	65	202609	310	51300-42500				*	133.65		
			COPIES										
		9/01/26	65	202609	310	51300-49000				*	82.73		
			TELEPHONE										
									GOVERNMENTAL MANAGEMENT SERVICES			5,623.46	002315
9/10/26	00021	9/01/26	66	202609	320	53800-12000				*	3,911.92		
			SEP FIELD OPS/ADMIN										
		9/01/26	66	202609	330	53800-12000				*	7,083.33		
			SEP FACILITY MANAGEMENT										
									GOVERNMENTAL MANAGEMENT SERVICES			10,995.25	002316
9/10/26	00015	8/17/26	41951	202608	330	53800-34500				*	1,012.50		
			POOL GATE NOT WORKING										
									MHD COMMUNICATIONS			1,012.50	002317
9/10/26	00015	9/01/26	42072	202608	330	53800-34500				*	1,350.00		
			FOOTAGE NEEDED FOR PD										
									MHD COMMUNICATIONS			1,350.00	002318
9/10/26	00018	8/30/26	818853	202608	320	53800-46000				*	636.08		
			LANDSCAPE ENHANCEMENT										
									THE GREENERY INC.			636.08	002319
9/10/26	00018	8/30/26	818854	202608	320	53800-46200				*	996.97		
			IRRIGATION REPAIRS-AUG26										
									THE GREENERY INC.			996.97	002320
9/10/26	00018	8/30/26	818855	202608	320	53800-46200				*	204.00		
			IRRIGATION REPAIR-VALVE 2										
									THE GREENERY INC.			204.00	002321
9/10/26	00089	9/09/26	09092026	202609	310	51300-11000				*	200.00		
			BOS MEETING 09.09.26										
									JAY R TROWBRIDGE			200.00	002322
9/10/26	00095	8/31/26	7866125	202608	310	51300-48000				*	91.76		
			NOTICE FY27 BOS MEETINGS										
									USA TODAY MEDIA CORP			91.76	002323
9/22/26	00004	9/16/26	7261	202609	330	53800-60000				*	3,500.00		
			FLITER GRIDS (60)										
									C BUSS ENTERPRISES, INC			3,500.00	002324

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
9/22/26	00072	9/14/26	33990	202609	300	15500	10000			*	56,396.00		
			FY27 INSURANCE RENEWAL										
									EGIS INSURANCE ADVISORS			56,396.00	002325
9/22/26	00021	9/15/26	67	202608	330	53800	60000			*	3,535.83		
			REPAIRS & MAINTENANCE-AUG										
									GOVERNMENTAL MANAGEMENT SERVICES			3,535.83	002326
9/22/26	00028	4/01/26	04012026	202609	300	20700	10000			*	99,936.20		
			04.01 DIR ASSESSMENT										
		4/01/26	04012026	202609	300	20700	10000			*	42,829.80		
			09.30 DIR ASSESSMENT										
									GRAND OAKS CDD			142,766.00	002327
9/22/26	00087	9/22/26	09222026	202609	300	15100	10000			*	25,000.00		
			TRAN TO SBA										
									STATE BOARD OF ADMINISTRATION			25,000.00	002328
9/29/26	00004	9/25/26	7479	202609	330	53800	45507			*	1,770.34		
			SEP26 POOL CHEMICALS										
									C BUSS ENTERPRISES, INC			1,770.34	002329
9/29/26	00004	9/25/26	7480	202609	330	53800	60000			*	350.00		
			PAVER REPAIRS - RESET										
									C BUSS ENTERPRISES, INC			350.00	002330
9/29/26	00077	4/07/26	BC04087	202604	320	53800	60000			*	295.00		
			PREVENTATIVE MAINT VISIT										
									COMMERCIAL FITNESS PRODUCTS, INC			295.00	002331
9/29/26	00022	9/22/26	3815001	202606	300	13100	10100			*	495.00		
			COSTA VERDE LITIGATION										
									KUTAK ROCK LLP			495.00	002332
9/29/26	00022	9/22/26	3815000	202605	310	51300	31500			*	1,820.50		
			MAY26 GENERAL COUNSEL										
		9/22/26	3815000.	202606	310	51300	31500			*	2,002.89		
			JUN26 GENERAL COUNSEL										
									KUTAK ROCK LLP			3,823.39	002333
9/29/26	00025	9/01/26	42189	202609	330	53800	48300			*	1,350.00		
			SEP CLEANING 3X PER WEEK										
									NORTHEAST QUALITY SERVICES LLC			1,350.00	002334

TOTAL FOR BANK A 288,590.85

*** CHECK DATES 09/01/2026 - 09/30/2026 ***
GRAND OAKS CDD - GENERAL FUND
BANK A GRAND OAKS CDD

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	YRMO	...EXPENSED TO... DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
									TOTAL FOR REGISTER		288,590.85		

INVOICE

C Buss Enterprises Inc
152 Lipizzan Trl
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com
+1 (904) 710-8161
www.cbussenterprises.com

C BUSS ENTERPRISES
COMMERCIAL POOL SERVICE, REPAIRS & REMODELS
CPC 1459150 CPC 1458428
904-710-8161

Bill to
Grand Oaks CDD
1055 Turnbull Creek Rd
St. Augustine, FL 32092

Ship to
Grand Oaks CDD
1055 Turnbull Creek Rd
St. Augustine, FL 32092

Invoice details
Invoice no.: 7012
Terms: Net 30
Invoice date: 08/25/2026
Due date: 09/24/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**POOL SERVICE**	MONTHLY POOL SERVICE: SEPTEMBER	1	$1,800.00	$1,800.00

Total **$1,800.00**

THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN TRAIL, ST. AUGUSTINE, FL 32095

RECEIVED
By Tara Lee at 10:54 am, Aug 27, 2026

Approved
Pool Maintenance
001.330.53800.45505
Rich Gray

INVOICE

C Buss Enterprises Inc
152 Lipizzan Trl
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com
+1 (904) 710-8161
www.cbussenterprises.com

C BUSS ENTERPRISES
COMMERCIAL POOL SERVICE, REPAIRS & REMODELS
CPC 1459150 CPC 1458428
904-710-8161

Bill to
Grand Oaks CDD
1055 Turnbull Creek Rd
St. Augustine, FL 32092

Ship to
Grand Oaks CDD
1055 Turnbull Creek Rd
St. Augustine, FL 32092

Invoice details
Invoice no.: 7194
Terms: Net 30
Invoice date: 08/25/2026
Due date: 09/24/2026

PO: AUGUST CHEMICALS

#	Product or service	Description	Qty	Rate	Amount
1.	**TRICHLOR**	PER LB	42	$8.35	$350.70
2.	**LIQUID BLEACH**	PER GAL	250	$4.98	$1,245.00
3.	**SULFURIC ACID**	PER GAL	15	$9.98	$149.70
4.	**SODA ASH**	PER LB	16	$1.47	$23.52
5.	**TILE SOAP**	PER GAL	1.5	$76.45	$114.68

Total **$1,883.60**

THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN TRAIL, ST. AUGUSTINE, FL 32095

RECEIVED
By Tara Lee at 10:57 am, Aug 27, 2026

Approved
Pool Chemicals
001.330.53800.45507
Rich Gray

DoodyCalls

Doodycalls of Jacksonville FL
3948 3rd St S #442
Jacksonville Beach, FL, 32250

INVOICE# JAC-0492634 08/31/2026

Please remit payment to: DoodyCalls 3948 3rd St S #442, Jacksonville Beach FL, 32250	
Invoice Balance	**$ 52.00**
Total Due Includes All Unpaid Invoices	**$ 52.00**

Grand Oaks CDD,
1055 Turnbull Creek Road,
St. Augustine, FL 32092

Checks payable to DoodyCalls of Jacksonville FL: We appreciate your business.

CUSTOMER CARE CENTER HOURS OF OPERATION:
800 366-3922
Monday - Friday: 8:30 AM to 9 PM
Saturday: 9 AM to 5 PM
Sunday: 12:30 PM to 3:30 PM

Invoice #	Invoice Date
JAC-0492634	Aug. 31, 2026

Description	Date	Qty	U/M	Rate	Discount	Amount
SO-01007 Service : Pet waste station service	Aug. 6, 2026	1		$ 13.00		$ 13.00
SO-01007 Service : Pet waste station service	Aug. 13, 2026	1		$ 13.00		$ 13.00
SO-01007 Service : Pet waste station service	Aug. 20, 2026	1		$ 13.00		$ 13.00
SO-01007 Service : Pet waste station service	Aug. 27, 2026	1		$ 13.00		$ 13.00
					Invoice Total	$52.00
					Payments/Credits Applied to Invoice	$0.00
					Invoice Balance	$52.00

A minus sign (-) in the Total Due Field Box indicates a credit balance

DoodyCalls is going Green - Let us know if you prefer your invoices by email or choose monthly auto pay with your card.

Approved
Miscellaneous Maintenance
001.330.53800.60000
Rich Gray

RECEIVED
By Tara Lee at 8:21 am, Sep 02, 2026

INVOICE	#5539
SERVICE DATE	Aug 26, 2026
INVOICE DATE	Aug 26, 2026
PAYMENT TERMS	Upon completion
DUE DATE	Aug 26, 2026
AMOUNT DUE	**$3,100.00**

Heat Beaters LLC Heating and Air

Grand Oaks Amenity Center
Grand Oaks Amenity Center
1055 Turnbull Creek Rd
St. Augustine, FL 32092

(904) 495-7671
rgray@rmsnf.com

CONTACT US

317 Woodridge Ln.
St. Augustine, FL 32086

(904) 217-6670
heatbeatersac@gmail.com

Approved
Miscellaneous Maintenance
001.330.53800.60000

INVOICE

Removed leaky section of line from compressor. Reinstalled proper half inch copper tubing. Pressure tested and pull vacuum. Added 29 pounds Of 410-a. Gave discounted rate of $75 per lb .

Services	qty	amount
Labor - Commerical diagnostic fee (St. Augustine) A technician will come to your business and diagnose your issue. **WAIVED $195.00 DIAGNOSTIC FEE**	1.0	$0.00
Repair Refrigerant Leak Compressor on Unit 2 was replaced by another company. There is a copper coupling that has had the solder joint crack and is leaking refrigerant. Due to the vibrations of the compressor while running we dont recommend simply patching the solder joint as cracking would be much more likely. We would entirely replace the copper line from the compressor to below the point where its currently leaking. Pressure testing and evacuation and recharging system with necessary refrigerant. Label of system does not list an amount of refrigerant that the system holds. We are estimating 8lbs but we will not know the exact amount until after we add all necessary refrigerants. We will bill refrigerant at $115 per lb. 90 day warranty on all our repairs which only applies to specific repairs done on the system.	1.0	$1,215.00
Refrigerant - R-410A Refrigerant R-410A Refrigerant. Price is per pound. Discounted $115 to $65 per lb	29.0	$1,885.00

RECEIVED
By Tara Lee at 8:24 am, Sep 02, 2026

Subtotal	$3,100.00
Job Total	**$3,100.00**
Amount Due	**$3,100.00**

Thank you for choosing Heat Beaters LLC Heating and Air!

See our Terms & Conditions (https://pro.housecallpro.com/HeatBeatersLLCHeatingandAir/142492/terms)

MAKE CHECK PAYABLE TO:

The Lake Doctors, Inc.
Aquatic Management Services

Post Office Box 162134
Altamonte Springs, FL 32716
(904) 262-5500

PLEASE FILL OUT BELOW IF PAYING BY CREDIT CARD

VISA MasterCard

CARD NUMBER	EXP. DATE
SIGNATURE	AMOUNT PAID

ADDRESSEE

☐ *Please check if address below is incorrect and indicate change on reverse side*

GRAND OAKS CDD
Matt Biagetti/Govmnt Mgmt Srvcs, LLC
475 W Town Pl
Suite 114
St. Augustine, FL 32092

ACCOUNT NUMBER	DATE	BALANCE
729170	9/1/2026	$2,475.00

The Lake Doctors
Post Office Box 162134
Altamonte Springs, FL 32716

00000000172171001000000040380400000024750058

Please return this invoice with your payment and notify us of any changes to your contact information.

GRAND OAKS CDD **Turnbull Creek Blvd, St Augustine, Florida 32092 Tampa, FL 33607**

Invoice Due Date 9/11/2026 **Invoice 403804B** **PO #**

Invoice Date	Description	Quantity	Amount	Tax	Total
9/1/2026	Water Management - Zone 1		$2475.00	$0.00	$2475.00

Please remit payment for this month's invoice.

Approved
Lake Maintenance
001.320.53800.46300
Rich Gray

RECEIVED
By Tara Lee at 8:21 am, Sep 02, 2026

Please provide remittance information when submitting payments, otherwise payments will be applied to the oldest outstanding invoices.

Credits $0.00

Adjustment $0.00

AMOUNT DUE

Total Account Balance including this invoice: $2475.00

This Invoice Total: $2475.00

Click the "Pay Now" link to submit payment by ACH

Customer #: 729170

Portal Registration #: 5D65AC7B

Customer E-mail(s): amossing@gmstnn.com,mbiagetti@gmsnf.com

Customer Portal Link: www.lakedoctors.com/contact-us/

Corporate Address
4651 Salisbury Rd, Suite 155
Jacksonville, FL 32256

Set Up Customer Portal to pay invoices online, set up recurring payments, view payment history, and edit contact information

CELEBRATING 50 YEARS
the greenery, inc.®
1973 2023 — EMPLOYEE OWNED —

PO Box 6569
Hilton Head Island, SC 29938

Invoice 819144	
Date	**PO/Contract#**
09/01/26	
Account Manager	**Terms**
ALLEN FLANNERY	Net 30
Total Amount	$19,084.00

Bill To
Grand Oaks CDD 475 West Town Place, Suite 114 St. Augustine, FL 32092

Property Address
Grand Oaks CDD 4185 FL-16 St. Augustine, FL 32092

Please detach and return with payment. *PAYMENTS DUE UPON RECEIPT* Thank You!

Description	Amount
#85166 - Maintenance Contract Services - Grand Oaks CDD September 2026	$19,084.00
Total	$19,084.00

Approved
Landscape Maintenance
001.320.53800.46000
Rich Gray

RECEIVED
By Tara Lee at 8:23 am, Sep 02, 2026

Visa, Discover, AMEX, and MasterCard are accepted. All credit card transactions will incur a 3% non-refundable convenience fee. Payments can also be made via ACH, or by mailing a check to:

P.O. Box 6569 Hilton Head Island, SC 29938.

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$20,921.05	$0.00	$0.00	$0.00	$0.00

Phone #	E-mail	Web Site
843-785-3848	accountsreceivable@thegreeneryinc.com	www.thegreeneryinc.com

CINTAS
READY FOR THE WORKDAY™

REMIT PAYMENT TO:
CINTAS CORP
P.O. BOX 630910
CINCINNATI, OH 45263-0910

PAY YOUR BILL WITH MYCINTAS
WWW.CINTAS.COM/MYACCOUNT
MANAGE I SHOP I PAY

CUSTOMER SVC/BILLING 833-290-0514
CINTAS FAX # 904-741-6116

INVOICE

SHIP TO: GRAND OAKS
1055 TURNBULL CREEK RD
SAINT AUGUSTINE, FL 32092

Approved (09/10/2026)
Janitorial
001:330:53800:48300
Robin West/ Amenity Manager
Grand Oaks

BILL TO: GRAND OAKS
475 W TOWN PL STE 114
SAINT AUGUSTINE, FL 32092-3649

INVOICE #	4280643672
INVOICE DATE	08/28/2026
SERVICE TICKET #	4280643672
SOLD TO #	21633153
PAYER #	24145555
PAYMENT TERMS	NET 10 EOM
SORT #	02800002944
CINTAS ROUTE	22 / DAY 5 / STOP 025

EMP#/LOCK#	MATERIAL	DESCRIPTION	FREQ	EXCH	QTY	UNIT PRICE	LINE TOTAL	TAX
	X10186	4X6 ACTIVE SCRAPER	04	F	2	22.187	44.37	N
	X10189	3X5 XTRAC MAT ONYX	04	F	2	30.727	61.45	N
	X10192	4X6 XTRAC MAT ONYX	04	F	3	35.074	105.22	N
	X45690	B&V AIR CARE COUNTER DISP GRY-	04	F	2	27.337	54.67	N
	X45698	B&V AIR CARE CITRUS RFL-	04	F	2	0.000	0.00	N
	X62295	WET WIPES PLUS/800 COUNT-	04	F	1	35.583	0.00	N
	X9210	URINAL SCREEN SVC	04	F	3	8.163	24.49	N
	X9215	URINAL SCREEN RFL-	04	F	3	0.000	0.00	N
		SUBTOTAL					290.20	
		SERVICE CHARGE					12.47	N
		SUBTOTAL					302.67	
		TAX					0.00	
		TOTAL USD					302.67	

RECEIVED
By Tara Lee at 12:27 pm, Sep 10, 2026

Signature :

Cust. Name: GRAND OAKS
ALISON MOSSING 10:29 AM 08/28/26
SoldTo# 0021633153 SO# 4280643672
Invoice Total $302.67
Payment on Account $0.00



FOR ALL NON-PAYMENT RELATED CORRESPONDENCE : CINTAS CORPORATION #0280 / 1595 TRANSPORT CT., / JACKSONVILLE, FL 32218

ATTENDANCE SHEET

District: Grand Oaks

Meeting Date: 09.09.26

	Supervisor	In Attendance	Fees
1.	**Justin Dudley** *Chairperson*	☑	$0
2.	**Linda Cruz** *Vice Chairperson*	☑	$200
3.	**Keith Hyatt** *Assistant Secretary*	☐	$0
4.	**David Crosby** *Assistant Secretary*	☑	$0
5.	**Dick Trowbridge** (phone) *Assistant Secretary*	☑	$200

District Manager: [signature] 9.9.2026

PLEASE RETURN COMPLETED FORM TO ALISON MOSSING

Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 65
Invoice Date: 9/1/26
Due Date: 9/1/26
Case:
P.O. Number:

Bill To:
Grand Oaks CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - September 2026		4,873.17	4,873.17
Website Administration - September 2026		105.00	105.00
Information Technology - September 2026		157.50	157.50
Dissemination Agent Services - September 2026		262.50	262.50
Office Supplies		0.33	0.33
Postage		8.58	8.58
Copies		133.65	133.65
Telephone		82.73	82.73

Total	$5,623.46
Payments/Credits	$0.00
Balance Due	$5,623.46

RECEIVED
By Tara Lee at 2:36 pm, Sep 08, 2026

Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 66
Invoice Date: 9/1/26
Due Date: 9/1/26
Case:
P.O. Number:

Bill To:
Grand Oaks CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Contract Administration - September 2026		3,911.92	3,911.92
Facility Management - September 2026		7,083.33	7,083.33

Alison Mossing
9-4-26

Total	$10,995.25
Payments/Credits	$0.00
Balance Due	$10,995.25

RECEIVED
By Tara Lee at 2:40 pm, Sep 08, 2026

Approved (9/4/2026)
Security
001:330:53800:34500
Robin West/ Amenity Manager
Grand Oaks

MHD Communications
5808 Breckenridge Pkwy Ste G
Tampa, FL 33610
(813) 948-0202

RECEIVED
By Tara Lee at 2:49 pm, Sep 08, 2026

Date	Invoice
08/17/2026	41951
Account	
Grand Oaks	

Bill To:
Grand Oaks CDD Attn: Alison Mossing 1055 Turnbull Creek Road St Augustine , FL 32092 United States

Ship To
Grand Oaks CDD 1055 Turnbull Creek Road St Augustine , FL 32092 United States

Terms	Due Date	PO Number	Reference	
NET15	09/01/2026			85-8017603153C-1

Service Request Number	**860452**
Summary	Access Control System has lost connection and the pool gates are not working *RMA*
Billing Method	Actual Rates
Detail	Tue 6/9/2026/10:30 AM UTC-04/ Skyler Baker (time)- Troubleshot KT400. Panel unable to establish any heartbeat. Swapped KT400 with KT4. Tested and verified door functionality. Adjusted ACS VLAN 200 DHCP scope due to panels being set static inside of pool. Thu 6/4/2026/9:35 AM UTC-04/ Justin Schmidt- Access Control System has lost connection and the pool gates are not working
Resolution	Tue 6/9/2026/10:30 AM UTC-04/ Skyler Baker (time)- Troubleshot KT400. Panel unable to establish any heartbeat. Swapped KT400 with KT4. Tested and verified door functionality. Adjusted ACS VLAN 200 DHCP scope due to panels being set static inside of pool.
Company Name	Grand Oaks CDD
Contact Name	Robin Nixon

Services	Work Type	Hours	Rate	Amount
Billable Services				
Professional Services Technician	Onsite - Business Hours	3.25	150.00	$487.50
Professional Services Technician	Travel	3.50	150.00	$525.00
			Total Services:	**$1,012.50**

Products & Other Charges	Quantity	Price	Amount
Billable Products & Other Charges			
KT-4: Kantech KT-4 4-Door Access Controller	1.00	$0.00	$0.00

	Total Products & Other Charges:	**$0.00**
We appreciate your business! MHD Communications accepts checks and all major credit cards. A late payment charge of 5% per month will be applied to all unpaid balances.	**Invoice Subtotal:**	$1,012.50
	Sales Tax:	$0.00
	Invoice Total:	**$1,012.50**
	Payments:	$0.00
	Credits:	$0.00
	Balance Due:	**$1,012.50**

Invoice Time Detail

Invoice Number: 41951
Company: Grand Oaks CDD

Charge To: Grand Oaks CDD / Access Control System has lost connection and the pool gates are not working *RMA* Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
06/09/2026	Knox, Ian	**Service Ticket:**860452 **Summary:**Access Control System has lost connection and the pool gates are not working *RMA*	Y	3.50	150.00	$525.00
06/09/2026	Knox, Ian	**Service Ticket:**860452 **Summary:**Access Control System has lost connection and the pool gates are not working *RMA*	Y	3.25	150.00	$487.50

Subtotal: $1,012.50

Invoice Time Total: **Billable Hours:** **6.75**

Approved (09/3/2026)
Repairs & Maintenance
001:320:53800:6000
Robin West/ Amenity Manager
Grand Oaks

MHD Communications
5808 Breckenridge Pkwy Ste G
Tampa, FL 33610
(813) 948-0202

RECEIVED
By Tara Lee at 2:04 pm, Sep 03, 2026

Date	Invoice
09/01/2026	42072
Account	
Grand Oaks	

Bill To:
Grand Oaks CDD
Attn: Alison Mossing
1055 Turnbull Creek Road
St Augustine , FL 32092
United States

Ship To
Grand Oaks CDD
1055 Turnbull Creek Road
St Augustine , FL 32092
United States

Terms	Due Date	PO Number	Reference	
NET15	09/16/2026			85-8017603153C-1

Service Request Number	**873671**
Summary	NVR offline at Parks Area and video footage needed for local PD
Billing Method	Actual Rates
Detail	Wed 8/26/2026/10:00 AM UTC-04/ Nick Pisciotta (time)- PS reached out about not being able to see some cameras from clubhouse 4 cameras route back to other firewall Confirmed policy is good Unable to ping NVR at 10.1.10.23 User is on Fision wireless hotspot getting a 172 address They are able to hit the cameras going to clubhouse firewall but not park area Created a VIP for 10.1.10.23 NVR Redirected connection in Paramont CMS to other NVR to new VIP address Verified all cameras were now live in application Unable to hit firewall remotely now because of VIP Added port forwarding Verified cameras are still up and can still remotely access firewall Tue 8/25/2026/11:10 AM UTC-04/ Clive Huh- Robin called to obtain video footage from the Parks Area Camera for the local PD. NVR is showing offline and will require an on-site to troubleshoot the network connectivity issues and obtain the requested footage.
Resolution	
Company Name	Grand Oaks CDD
Contact Name	Robin Nixon

Services	Work Type	Hours	Rate	Amount
Billable Services				
Help Desk Technician	Remote - Business Hours	2.50	150.00	$375.00
Professional Services Technician	Travel	3.00	150.00	$450.00
Professional Services Technician	Onsite - Business Hours	3.50	150.00	$525.00
			Total Services:	**$1,350.00**

We appreciate your business!
MHD Communications accepts checks and all major credit cards.

A late payment charge of 5% per month will be applied to all

Invoice Subtotal:	$1,350.00
Sales Tax:	$0.00
Invoice Total:	**$1,350.00**

unpaid balances.	**Payments:**	$0.00
	Credits:	$0.00
	Balance Due:	**$1,350.00**

Invoice Time Detail

Invoice Number: 42072
Company: Grand Oaks CDD

Charge To: Grand Oaks CDD / NVR offline at Parks Area and video footage needed for local PD
Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
08/26/2026	Carlson, David	**Service Ticket:**873671 **Summary:**NVR offline at Parks Area and video footage needed for local PD	Y	3.00	150.00	$450.00
08/26/2026	Carlson, David	**Service Ticket:**873671 **Summary:**NVR offline at Parks Area and video footage needed for local PD	Y	3.50	150.00	$525.00
08/26/2026	Pisciotta, Nick	**Service Ticket:**873671 **Summary:**NVR offline at Parks Area and video footage needed for local PD PS reached out about not being able to see some cameras from clubhouse 4 cameras route back to other firewall Confirmed policy is good Unable to ping NVR at 10.1.10.23 User is on Fision wireless hotspot getting a 172 address They are able to hit the cameras going to clubhouse firewall but not park area Created a VIP for 10.1.10.23 NVR Redirected connection in Paramont CMS to other NVR to new VIP address Verified all cameras were now live in application Unable to hit firewall remotely now because of VIP Added port forwarding Verified cameras are still up and can still remotely access firewall	Y	2.50	150.00	$375.00

Subtotal: $1,350.00

Invoice Time Total: **Billable Hours:** **9.00**

PO Box 6569
Hilton Head Island, SC 29938

Invoice 818853	
Date	**PO/Contract#**
08/30/26	
Account Manager	**Terms**
ALLEN FLANNERY	Net 30
Total Amount	$636.08

Bill To
Grand Oaks CDD 475 West Town Place, Suite 114 St. Augustine, FL 32092

Property Address
Grand Oaks CDD 4185 FL-16 St. Augustine, FL 32092

Please detach and return with payment. *PAYMENTS DUE UPON RECEIPT* Thank You!

Description	Qty/UOM	Rate	Amount

#94137 - Perennial flower pot, Enhancement

This proposal is to introduce long-term perennial plant material in the four flower pots, two in the front two in the back. The concept is to have perennial scaevola in the center and ivy draping over the sides.

Maintenance: light trimming of the ivy throughout the growing season. Scaevola is low maintenance only light shearing as needed. Scaevola may need replanting unless a mild winter lets it hang on

Landscape Enhancement Work - 08/27/2026 *$636.08*

Total **$636.08**

Approved
Miscellaneous Maintenance
001.330.53800.60000
Rich Gray

RECEIVED
By Tara Lee at 2:39 pm, Sep 02, 2026

Visa, Discover, AMEX, and MasterCard are accepted. All credit card transactions will incur a 3% non-refundable convenience fee. Payments can also be made via ACH, or by mailing a check to:

P.O. Box 6569 Hilton Head Island, SC 29938.

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$1,837.05	$0.00	$0.00	$0.00	$0.00

Phone #	E-mail	Web Site
843-785-3848	accountsreceivable@thegreeneryinc.com	www.thegreeneryinc.com

CELEBRATING 50 YEARS
the greenery, inc.
1973 2023 – EMPLOYEE OWNED –

PO Box 6569
Hilton Head Island, SC 29938

Invoice 818854	
Date	**PO/Contract#**
08/30/26	
Account Manager	**Terms**
ALLEN FLANNERY	Net 30
Total Amount	$996.97

Bill To
Grand Oaks CDD 475 West Town Place, Suite 114 St. Augustine, FL 32092

Property Address
Grand Oaks CDD 4185 FL-16 St. Augustine, FL 32092

Please detach and return with payment. *PAYMENTS DUE UPON RECEIPT* Thank You!

Description	Qty/UOM	Rate	Amount
#94793 - Irrigation Service Call- JAX			
This proposal is based on the August Irrigation Audit			
Irrigation REPAIR - 08/28/2026			*$996.97*
Labor - 08/24/26	7.50	$85.00	
Misc Irrigation Materials (Material)	214.49	$2.23	
Solenoid 2" (Material)	1.00 EA	$95.20	
Spray Head 6" Rainbird 1806 (material)	2.00 EA	$14.05	
Hunter ICD-100 Decoder (Material)	1.00 Each	$240.84	
Misc Irrigation Materials (Material)	14.80	$2.23	
		Total	**$996.97**

Approved
Irrigation Repairs
001.320.53800.46200
Rich Gray

RECEIVED
By Tara Lee at 2:47 pm, Sep 03, 2026

Visa, Discover, AMEX, and MasterCard are accepted. All credit card transactions will incur a 3% non-refundable convenience fee. Payments can also be made via ACH, or by mailing a check to:

P.O. Box 6569 Hilton Head Island, SC 29938.

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$1,837.05	$0.00	$0.00	$0.00	$0.00

Phone #	E-mail	Web Site
843-785-3848	accountsreceivable@thegreeneryinc.com	www.thegreeneryinc.com

the greenery, inc.
CELEBRATING 50 YEARS 1973 2023 – EMPLOYEE OWNED –

PO Box 6569
Hilton Head Island, SC 29938

Invoice 818855	
Date	**PO/Contract#**
08/30/26	
Account Manager	**Terms**
ALLEN FLANNERY	Net 30
Total Amount	$204.00

Bill To
Grand Oaks CDD 475 West Town Place, Suite 114 St. Augustine, FL 32092

Property Address
Grand Oaks CDD 4185 FL-16 St. Augustine, FL 32092

Please detach and return with payment. *PAYMENTS DUE UPON RECEIPT* Thank You!

Description	Qty/UOM	Rate	Amount

#94959 - Valve Repair

Irrigation issue reported by management at the amenity center area. (irrigation heads popping up and down)

Irrigation technician identified the valve was stuck in the on position and determined the valve will need new parts installed

Irrigation issue reported by management at the amenity center area. (irrigation heads popping up and down)

Irrigation technician identified the valve was stuck in the on position and determined the valve will need new parts installed

Irrigation REPAIR - 08/28/2026			*$204.00*
Electric Valve 2" (Material)	1.00 EA	$274.29	
		Total	**$204.00**

Approved
Irrigation Repairs
001.320.53800.46200
Rich Gray

RECEIVED
By Tara Lee at 2:41 pm, Sep 02, 2026

Visa, Discover, AMEX, and MasterCard are accepted. All credit card transactions will incur a 3% non-refundable convenience fee. Payments can also be made via ACH, or by mailing a check to:

P.O. Box 6569 Hilton Head Island, SC 29938.

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$1,837.05	$0.00	$0.00	$0.00	$0.00

Phone #	E-mail	Web Site
843-785-3848	accountsreceivable@thegreeneryinc.com	www.thegreeneryinc.com

ATTENDANCE SHEET

District: **Grand Oaks**

Meeting Date: **09.09.26**

	Supervisor	In Attendance	Fees
1.	**Justin Dudley** *Chairperson*	☑	$0
2.	**Linda Cruz** *Vice Chairperson*	☑	$200
3.	**Keith Hyatt** *Assistant Secretary*	☐	$0
4.	**David Crosby** *Assistant Secretary*	☑	$0
5.	**Dick Trowbridge** (phone) *Assistant Secretary*	☑	$200

District Manager: [signature] 9.9.2026

PLEASE RETURN COMPLETED FORM TO ALISON MOSSING

USA TODAY CO.

LocaliQ

ACCOUNT NAME		ACCOUNT #	INV DATE
Grand Oaks CDD		803757	08/31/26
INVOICE #	**INVOICE PERIOD**	**CURRENT INVOICE TOTAL**	
0007866125	Aug 1- Aug 31, 2026	$91.76	
PREPAY (Memo Info)	**UNAPPLIED (included in amt due)**	**TOTAL CASH AMT DUE***	
$0.00	$0.00	**$91.76**	

BILLING ACCOUNT NAME AND ADDRESS

Grand Oaks CDD
Alison Mossing
Suite 114
475 W Town PL
St Augustine, FL 32092-3648

PAYMENT DUE DATE: SEPTEMBER 30, 2026

Legal Entity: USA TODAY Media Corp.
Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.
All funds payable in US dollars.

BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@usatodayco.com

FEDERAL ID 47-2390983

Immediate Action Required: Enroll in E-Invoicing. USA TODAY Co. has discontinued mailed invoices as we move to paperless billing. If you received this by mail, enroll today to avoid invoice delivery interruption: https://gcil.my.site.com/financialservicesportal/s/e-invoicing.

Date	Description	Amount
8/1/26	Balance Forward	$1,002.16
8/11/26	PAYMENT - THANK YOU	-$1,002.16

Package Advertising:

Start-End Date	Order Number	Product	Description	PO Number	Package Cost
8/27/26	12570030	SAG St Augustine Record	FY 27 mtg	FY 27 mtg	$91.76

RECEIVED
By Tara Lee at 3:32 pm, Sep 03, 2026

As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due	$91.76
Service Fee 3.99%	$3.66
*Cash/Check/ACH Discount	-$3.66
*Payment Amount by Cash/Check/ACH	$91.76
Payment Amount by Credit Card	$95.42

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NAME		ACCOUNT NUMBER		INVOICE NUMBER		AMOUNT PAID
Grand Oaks CDD		803757		0007866125		
CURRENT DUE	**30 DAYS PAST DUE**	**60 DAYS PAST DUE**	**90 DAYS PAST DUE**	**120+ DAYS PAST DUE**	**UNAPPLIED PAYMENTS**	**TOTAL CASH AMT DUE***
$91.76	$0.00	$0.00	$0.00	$0.00	$0.00	**$91.76**

REMITTANCE ADDRESS (Include Account# & Invoice# on check)	TO PAY BY PHONE PLEASE CALL:	TOTAL CREDIT CARD AMT DUE
USA TODAY Media Corp. PO Box 631244 Cincinnati, OH 45263-1244	1-877-736-7612	$95.42
	To sign up for E-mailed invoices and online payments please go to https://gcil.my.site.com/financialservicesportal/s/	

0000803757000000000000078661250000917667179

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Sarah Sweeting
Alison Mossing
Grand Oaks CDD
475 W Town PL
Suite 114
St Augustine FL 32092-3648

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the Issues of, on:

SAG St Augustine Record 08/27/2026
SAG staugustine.com 08/27/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/27/2026

Legal Clerk

Notary, State of WI, County of Brown

8.25.30

My commission expires

Publication Cost:	$91.76	
Tax Amount:	$0.00	
Payment Cost:	$91.76	
Order No:	12570030	# of Copies:
Customer No:	803757	1
PO #:	FY 27 mtg	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF MEETINGS
GRAND OAKS
COMMUNITY DEVELOPMENT
DISTRICT

The Board of Supervisors of the Grand Oaks Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2027 at 10:00 a.m. at the Grand Oaks Amenity Center, 1055 Turnbull Creek Road, St. Augustine, Florida 32092 on the second Wednesday of each month as follows or otherwise noted:

October 14, 2026
November 18, 2026 (3rd Wednesday)
December 9, 2026
January 13, 2027
February 10, 2027
March 10, 2027
April 14, 2027
May 12, 2027
June 9, 2027
July 14, 2027
August 11, 2027
September 8, 2027

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agendas for each meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (and phone (904) 940-5850). The meetings may be continued to a date, time, and place to be specified on the record at the meetings. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations for the meetings because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at the meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Matt Biagetti
District Manager
Pub Aug 27, 2026 #

INVOICE

C Buss Enterprises Inc
152 Lipizzan Trl
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com
+1 (904) 710-8161
www.cbussenterprises.com

C BUSS ENTERPRISES
COMMERCIAL POOL SERVICE, REPAIRS & REMODELS
CPC 1459150 CPC 1458428
904-710-8161

Bill to
Grand Oaks CDD
1055 Turnbull Creek Rd
St. Augustine, FL 32092

Ship to
Grand Oaks CDD
1055 Turnbull Creek Rd
St. Augustine, FL 32092

Invoice details
Invoice no.: 7261
Terms: Net 30
Invoice date: 09/16/2026
Due date: 10/16/2026

#	Product or service	Description	Est. Total	Invoiced	Qty	Rate	Amount	Remaining
1.	**FILTER GRIDS 18X24**	REPLACE DE FILTER GRIDS, PER EACH	$3,900.00	$3,900.00	60	$65.00	$3,900.00	$0.00

Subtotal	$3,900.00
Discount	-$400.00
Total	**$3,500.00**

THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN TRAIL, ST. AUGUSTINE, FL 32095

Approved
Miscellaneous maintenance
001.330.53800.60000
Rich gray

RECEIVED
By Tara Lee at 9:48 am, Sep 18, 2026

INVOICE

egis Insurance & Risk Advisors

Customer	Grand Oaks Community Development District
Acct #	892
Date	09/14/2026
Customer Service	Brendan Callen
Page	1 of 1

Payment Information		
Invoice Summary	$	56,396.00
Payment Amount		
Payment for:	Invoice#33990	
100126392		

Grand Oaks Community Development District
c/o Governmental Management Services
475 West Town Place, Ste 114
St. Augustine, FL 32092

Thank You

Please detach and return with payment

Customer: Grand Oaks Community Development District

Invoice	Effective	Transaction	Description	Amount
33990	10/01/2026	Renew policy	Policy #100126392 10/01/2026-10/01/2027 Florida Insurance Alliance Package - Renew policy Due Date: 9/14/2026	56,396.00

RECEIVED
SEP 16 2026

Please Remit Payment To:
Egis Insurance and Risk Advisors
P.O. Box 748555

RECEIVED
By Tara Lee at 12:12 pm, Sep 16, 2026

Total
$ 56,396.00

Thank You

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349
TO PAY VIA ACH: Accrelive Global Insurance Services LLC
[redacted]

Remit Payment To: Egis Insurance Advisors	(321)233-9939	**Date**
P.O. Box 748555		
Atlanta, GA 30374-8555	accounting@egisadvisors.com	09/14/2026

Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 67
Invoice Date: 9/15/26
Due Date: 9/15/26
Case:
P.O. Number:

Bill To:
Grand Oaks CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Maintenance August 1 - August 31, 2026	66.56	40.00	2,662.40
Maintenance Supplies		873.43	873.43

Approved
Miscellaneous Maintenance
001.330.53800.60000
Rich Gray

Alison Mossing
9-17-26

Total	$3,535.83
Payments/Credits	$0.00
Balance Due	$3,535.83

RECEIVED
By Tara Lee at 3:45 pm, Sep 17, 2026

GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE BILLABLE HOURS
FOR THE MONTH OF AUGUST 2026

Date	Hours	Employee	Description
8/4/26	9	M.B.	Pressure washed around amenity center, fixed door hardware going into fitness center, straightened and organized pool deck and patio furniture, removed debris around amenity center, pool deck, common areas, roadways and mailboxes, checked and changed trash receptacles
8/6/26	8	M.B.	Pressure washed pool area, straightened and organized pool deck and patio furniture, removed debris around amenity center, pool deck, common areas, roadways and mailboxes, checked and changed trash receptacles
8/11/26	8.25	M.B.	Painted inside amenity center, inspected lights and changed light bulbs around amenity center, straightened and organized pool deck and patio furniture, removed debris around amenity center, pool deck, common areas, roadways and mailboxes, checked and changed trash receptacles
8/13/26	8.17	M.B.	Painted inside amenity center, straightened and organized pool deck and patio furniture, blew leaves and debris off pool deck, walkways and around amenity center, checked and changed trash receptacles
8/17/26	1	T.W.	Straightened and organized pool deck and patio furniture, removed debris and leaves off pool deck, patio, courts and walkways, checked and changed trash receptacles
8/18/26	8.02	M.B.	Pressure washed pool area and chairs, put up new sign, straightened and organized pool deck and patio furniture, removed debris from pool deck, walkways and around amenity center, checked and changed trash receptacles
8/20/26	8.12	M.B.	Pressure washed pool chairs and tables, straightened and organized pool deck and patio furniture, removed debris around pool deck and amenity center, checked and changed trash receptacles
8/25/26	8	M.B.	Continued to pressure washed pool chairs, straightened and organized pool deck and patio furniture, removed debris around amenity center, pool deck, courts, parking lot common areas and roadways, checked and changed all trash receptacles
8/27/26	8	M.B.	Installed new door handle on door in pool area, installed air conditioner lock boxes at pool area, fixed screw on back gate at pool area, blew leaves and debris off pool deck and walkways, straightened and organized pool deck and patio furniture, removed debris around amenity center, pool deck, common areas and roadways, checked and changed trash receptacles
TOTAL	66.56		
MILES	0		

*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

MAINTENANCE BILLABLE PURCHASES

Period Ending 9/05/26

DISTRICT	DATE	SUPPLIES	PRICE	EMPLOYEE
GRAND OAKS				
	6/29/26	Door Handles (2)	176.89	R.G.
	8/7/26	Laminating Sheets	15.92	R.N.
	8/7/26	33 Gallon Trash Bags	34.49	R.N.
	8/7/26	40-45 Gallon Trash Bags	65.54	R.N.
	8/7/26	Disposable Gloves Large	11.49	R.N.
	8/7/26	Disposable Gloves XLarge	11.49	R.N.
	8/10/26	Paint	129.78	J.J.
	8/10/26	Bulbs	44.02	J.J.
	8/10/26	Flat Washers	21.93	J.J.
	8/10/26	Nuts	12.22	J.J.
	8/12/26	Vinyl Sign (2)	288.45	R.G.
	9/1/26	Pressure Washing Hose	61.20	J.J.
		TOTAL	$873.43	

GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT
475 West Town Place, Suite 114
St. Augustine, FL 32092

DATE 8/13/2026 PERIOD COVERED 10/1/26 - 9/30/27

FY 2027 NON AD VALOREM ASSESSMENTS INVOICE

TOLL SOUTHEAST LP COMPANY INC
ATTN: CHRISTIANE BRANDAO
2966 COMMERCE PARK DR, SUITE 100
ORLANDO, FL 32819
CBRANDAO@TOLLBROTHERS.COM

PROPERTY: GRAND OAKS CDD - SERIES 2019 AND FY27 O&M ASSESSMENTS
PARCEL IDS - 027420-007, 027452-0005

BOND ISSUE	AREA	# UNITS	NET ANNUAL SERIES 2019 DEBT RATE / PLANNED LOT	TOTAL SERIES 2019 ANNUAL DEBT SERVICE	O&M / LOT	FISCAL YEAR 2027 O&M	TOTAL
2019	2A U1	65	2,099.50	136,467.50	1,442.64	93,771.60	230,239.10
2019	1C U2A	3	2,099.50	6,298.50	1,442.64	4,327.92	10,626.42
TOTAL		68		$142,766.00		$98,099.52	$240,865.52

PAYMENT SCHEDULE:

INVOICE #	DUE DATE	% DUE	SERIES 2019 DEBT SERVICE	FISCAL YEAR 2027 O&M	TOTAL DUE
TOLLNOV26	11/30/26	100%		98,099.52	98,099.52
TOLLAPR27	4/1/27	40%	99,936.20		99,936.20
TOLLSEP27	9/30/27	60%	42,829.80		42,829.80
TOTAL			$142,766.00	$98,099.52	$240,865.52

In the event that an assessment payment is not made in accordance with the schedule stated above, such assessment shall accrue penalties and interest in the amount of one percent (1%) per month plus all costs of collection and enforcement, an shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.

Please Remit to:
GRAND OAKS COMMUNITY DEVELOPMENT DISTRICT
Attn: Sheryl Fulks, Assessment Roll Administrator
475 West Town Place, Suite 114
St. Augustine, FL 32092
904-940-5850 X 407
sfulks@gmsnf.com

Grand Oaks

Community Development District

475 West Town Place, Suite 114 St. Augustine, FL 32092
Phone: 904-940-5850

September 22, 2026

Scott Schuhle
U.S. Bank National Association
Corporate Trust Services
U.S.Bank,N.A.-CDD
Lockbox Services-12-2657
EP-MN-01LB
1200 Energy Park Drive
St. Paul, MN 55108

RE: Grand Oaks CDD Checks

Dear Scott:

Attached please find a check representing FY26 Assessment Revenue funds. Please deposit the check in the account below:

Account	Check #	Amount
2019A Revenue - #273365000	2327	$142,766

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Alison Mossing

Alison Mossing
District Accountant

Grand Oaks

Community Development District

475 West Town Place Suite 114 • St. Augustine, FL 32092
(904) 940-5850 *(office)* • (904) 940-5899 *(fax)*

September 22, 2026

Prime Operations
State Board of Administration
1801 Hermitage Blvd, Suite 100
Tallahassee, FL 32308

RE: Grand Oaks CDD Deposit

Please see enclosed check #2328 $25,000.00 for deposit into account #161831.

Sincerely,

Alison Mossing

Alison Mossing

District Accountant
amossing@gmstnn.com
865-603-7493

INVOICE

C Buss Enterprises Inc
152 Lipizzan Trl
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com
+1 (904) 710-8161
www.cbussenterprises.com

C BUSS ENTERPRISES
COMMERCIAL POOL SERVICE, REPAIRS & REMODELS
CPC 1459150 CPC 1458428
904-710-8161

Bill to
Grand Oaks CDD
1055 Turnbull Creek Rd
St. Augustine, FL 32092

Ship to
Grand Oaks CDD
1055 Turnbull Creek Rd
St. Augustine, FL 32092

Invoice details
Invoice no.: 7479
Terms: Net 30
Invoice date: 09/25/2026
Due date: 10/25/2026

Approved
Pool Chemicals
001.330.53800.45507
Rich Gray

#	Product or service	Description	Qty	Rate	Amount
1.	**TRICHLOR**	PER LB	60	$8.35	$501.00
2.	**LIQUID BLEACH**	PER GAL	200	$4.98	$996.00
3.	**SULFURIC ACID**	PER GAL	15	$9.98	$149.70
4.	**MURIATIC ACID**	PER GAL	2	$11.12	$22.24
5.	**BICARB**	PER LB	12	$1.50	$18.00
6.	**CAL HYPO**	PER LB	12	$6.95	$83.40

Total **$1,770.34**

THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN TRAIL, ST. AUGUSTINE, FL 32095

RECEIVED
By Tara Lee at 10:27 am, Sep 28, 2026

INVOICE

C Buss Enterprises Inc
152 Lipizzan Trl
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com
+1 (904) 710-8161
www.cbussenterprises.com

C BUSS ENTERPRISES
COMMERCIAL POOL SERVICE, REPAIRS & REMODELS
CPC 1459150 CPC 1458428
904-710-8161

Bill to
Grand Oaks CDD
1055 Turnbull Creek Rd
St. Augustine, FL 32092

Ship to
Grand Oaks CDD
1055 Turnbull Creek Rd
St. Augustine, FL 32092

Invoice details
Invoice no.: 7480
Terms: Net 30
Invoice date: 09/25/2026
Due date: 10/25/2026

Approved
Miscellaneous Maintenance
001.330.53800.60000
Rich Gray

#	Product or service	Description	Qty	Rate	Amount
1.	**PAVER REPAIR**	RESET PAVERS	1	$350.00	$350.00

Total **$350.00**

THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN TRAIL, ST. AUGUSTINE, FL 32095

RECEIVED
By Tara Lee at 10:29 am, Sep 28, 2026

CommercialFitnessProducts

Invoice

Commercial Fitness Products, Inc
5034 N Hiatus Road
Sunrise, FL 33351
954-747-5128 Phone
954-747-5131 Fax

Date	Invoice #
4/7/2026	BC04087

Sold To	Ship To

Grand Oaks CDD
1055 Turnbull Creek Road
ST. Augustine, FL 32092

Approved (09-22-2026)
Repairs and Maintenance
001:320:53800:6000
Robin West / Amenity Manager
Grand Oaks

Grand Oaks CDD
Attn: Manager A/P
1055 Turnbull Creek Road
ST. Augustine, FL 32092

Rep	Account #	Sales Order No.	Ship Date	Purchase Order #	Terms	Due Date
AB	GO1055	WO#5319	4/7/2026	Verbal	Net 30	5/7/2026

Qty	Item Code	Description	Price Each	Amount
1	Preventative Maintenance	Preventative Maintenance Visit Inspect for safety, thoroughly clean on interior as well as exterior, lubricate and adjust in accordance to manufacturers' specifications.	295.00	295.00

Thank you for your business!

www.commfitnessproducts.com

Total	**$295.00**
Payments/Credits	**$0.00**
Balance Due	**$295.00**

RECEIVED
By Tara Lee at 1:41 pm, Sep 22, 2026

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

September 22, 2026

Notificat[redacted]

Mr. Bob Koncar
Grand Oaks CDD
C/O Inframark Infrastructure Management Services
12574 Flagler Center Boulevard, Suite 101
Jacksonville, FL 32258

RECEIVED
By Tara Lee at 9:26 am, Sep 28, 2026

Invoice No. 3815001
8523-4

Re: Costa Verde Litigation

For Professional Legal Services Rendered

06/26/26	J. Brown	1.10	495.00	Review filings and correspondence

TOTAL HOURS	1.10	
TOTAL FOR SERVICES RENDERED		$495.00
TOTAL CURRENT AMOUNT DUE		$495.00

UNPAID INVOICES:

November 29, 2024	Invoice No. 3485892	321.50
January 27, 2025	Invoice No. 3513973	723.50
February 26, 2025	Invoice No. 3526791	997.50
April 28, 2025	Invoice No. 3555081	255.50
August 25, 2025	Invoice No. 3612308	805.00
November 21, 2025	Invoice No. 3657692	235.50
April 13, 2026	Invoice No. 3730267	327.50
TOTAL DUE		$4,161.00

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

September 22, 2026

Notificatio[redacted]

RECEIVED
By Tara Lee at 9:28 am, Sep 28, 2026

Matt Biagetti
Grand Oaks CDD
Governmental Management Services, LLC
Ste. 114
475 West Town Place
St. Augustine, FL 32092

Invoice No. 3815000
8523-1

Re: General Counsel

For Professional Legal Services Rendered

05/06/26	W. Haber	0.30	115.50	Review correspondence regarding Stormwater Trust; confer with Oliver regarding same
05/13/26	W. Haber	2.40	924.00	Prepare for and attend Board meeting
05/15/26	A. Cox	0.80	124.00	Prepare agreement for HVAC systems maintenance and confer with Haber regarding same
05/15/26	W. Haber	0.20	77.00	Review and revise HVAC agreement
05/18/26	A. Cox	0.20	31.00	Disseminate agreement for HVAC systems maintenance to Oliver and Gray
05/22/26	W. Haber	0.30	115.50	Review and revise budget related documents; confer with Biagetti regarding records request
05/26/26	A. Cox	2.30	356.50	Prepare revised rules of procedure, resolution setting public hearing on revised rules of procedure, resolution adopting revised rules of procedure, notice of rule development for

				revised rules of procedure, notice of rulemaking for revised rules of development, resolution approving fy 2027 budget and disseminate same to Sweeting
05/29/26	W. Haber	0.20	77.00	Review agenda for June meeting
06/01/26	W. Haber	0.20	77.00	Review correspondence regarding meeting notice
06/09/26	W. Haber	0.20	77.00	Prepare for Board meeting
06/10/26	J. Brown	0.70	315.00	Review status of litigation matters; correspondence with Haber regarding same
06/10/26	J. Daly	0.40	62.00	Coordinate response to auditor letter update
06/10/26	W. Haber	1.40	539.00	Prepare for and participate in Board meeting
06/16/26	W. Haber	0.20	77.00	Confer with Mossing regarding audit
06/19/26	W. Haber	0.60	231.00	Review and revise audit; confer with Mossing regarding same
06/24/26	A. Cox	0.60	93.00	Prepare agreement for Zumba instruction and confer with Haber regarding same
06/29/26	W. Haber	0.50	192.50	Prepare funding agreement;
06/30/26	W. Haber	0.70	269.50	Confer with Biagetti and Oliver regarding funding agreement; review and revise same; review and revise agreement for Zumba services

TOTAL HOURS	12.20	
TOTAL FOR SERVICES RENDERED		$3,753.50
DISBURSEMENTS		
Meals	7.05	
Travel Expenses	62.84	
TOTAL DISBURSEMENTS		69.89
TOTAL CURRENT AMOUNT DUE		$3,823.39

Northeast Quality Services LLC
dba Vanguard Cleaning Systems of Northeast Florida
7235 Bentley Road
Suite 237
Jacksonville, FL 32256
Phone (904) 332-9090 Fax (904) 332-9070
Invoice Inquiries (973) 334-3355 x107

Approved (09/22/2026)
Janitorial Services
001:330:53800:48300
Robin Nixon / Amenity Center
Grand Oaks

RECEIVED
By Tara Lee at 1:40 pm, Sep 22, 2026

Invoice

Date	Invoice #
9/1/2026	42189

PLEASE REMIT CHECK PAYMENTS TO:
Northeast Quality Services LLC
dba Vanguard Cleaning Systems of Northeast Florida
115 Route 46 West, Suite A-8
Mountain Lakes, NJ 07046

Please reference your invoice number(s) upon submitting payment.

Bill To:

Grand Oaks CDD
1055 Turnbull Creek Road
Saint Augustine, FL 32092

P.O. No.	Terms	Due Date	Project
	Net 30	10/1/2026	

Description	Qty	Rate	Amount
September (9/1/2026 - 9/30/2026) Monthly Service - Cleaning 3x per week (Mon./Wed/Fri.)	1	1,350.00	1,350.00T

Subtotal	$1,350.00
Sales Tax (0.0%)	$0.00
Total	$1,350.00
Payments/Credits	$0.00
Balance Due	$1,350.00

Each Vanguard Cleaning Systems® business is an independently owned and operated franchise.