



Rizzetta & Company

World Commerce Community Development District

**Board of Supervisors'
Meeting
April 21, 2026**

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

www.worldcommercecdd.org

**WORLD COMMERCE
COMMUNITY DEVELOPMENT DISTRICT**

St. Augustine - St. Johns County Airport Authority, 4730 Casa Cola Way
St. Augustine, Florida 32095

<https://www.worldcommercecdd.org/>

Board of Supervisors	Curtis Robinson Elizabeth Pappaceno Kenneth Hall Karen McNairn Jeffrey Silagy	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Danielle Wasilewski	Rizzetta & Company, Inc.
District Counsel	Wes Haber	Kutak Rock, LLP
District Engineer	Ryan Stillwell	Prosser

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

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

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

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

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors
World Commerce Community
Development District

April 14, 2026

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of World Commerce Community Development District will be held on **April 21, 2026, at 9:00 a.m.** at the **St. Augustine - St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine FL 32095.**

1. CALL TO ORDER/ROLL CALL

2. PUBLIC COMMENTS

3. BUSINESS ADMINISTRATION

- A. Consideration of the Minutes of the Board of Supervisors' Meeting
Held January 20, 2026..... Tab 1
- B. Ratification of the Operation and Maintenance Expenditures for
December 2025 through February 2026 Tab 2
- C. Consideration of Resolution 2026-02; Reappoint Assistant Treasurer..... Tab 3

4. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. Landscape Tab 4
 - 1. BrightView Landscape Report
 - 2. Irrigation Update
- D. District Manager Tab 5
 - 1. Charles Aquatic Service Report
 - 2. Innovative Fountain Report
 - 3. Xylem Lift Station Maintenance Report

5. BUSINESS ITEMS

- A. Acceptance of Arbitrage Engagement Letter, Series 2007 Tab 6
- B. Discussion of Fire Hydrant Claim 11/20/2024
- C. Discussion of Tree Damage Claim 02/26/2026
- D. Consideration of Easement Amendment Request..... Tab 7
- E. Consideration of Charles Aquatic Proposals Tab 8
- F. Presentation of Proposed Budget for Fiscal Year 2026-2027
 - 1. Consideration of Resolution 2026-02; Approving the
Proposed Budget for Fiscal Year 2026-2027 and
Setting a Public Hearing (*under separate cover*)

6. SUPERVISOR REQUESTS

7. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Sincerely,

Danielle Wasilewski

District Manager

Tab 1

MINUTES OF MEETING

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

**WORLD COMMERCE
COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Board of Supervisors of World Commerce Community Development District was held on **January 20, 2026, at 9:00 a.m.** at the **St. Augustine St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine FL 32095.**

Present and constituting a quorum:

Curtis Robinson	Board Supervisor, Chairperson
Elizabeth Pappaceno	Board Supervisor, Vice Chairperson
Karen McNairn	Board Supervisor, Assistant Secretary
Jeff Silagy	Board Supervisor, Assistant Secretary
Kenneth Hall	Board Supervisor, Assistant Secretary

Also present were:

Danielle Wasilewski	Associate District Manager, Rizzetta & Company
Wes Haber	District Counsel, Kutak Rock, LLC <i>(via speakerphone)</i>
Ryan Stilwell	District Engineer, Prosser, Inc. <i>(via speakerphone)</i>
Michael Cills	Steinemann & Company
Steve McAvoy	Account Manager, BrightView Landscaping
Juwan Dupree	Staff, BrightView Landscaping

There was no audience present.

FIRST ORDER OF BUSINESS

Call to Order

Ms. Wasilewski called the meeting to order at 9:03 a.m. and read the roll call.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**CONSIDERATION OF BOARD OF
SUPERVISORS' MEETING MINUTES
HELD ON OCTOBER 21, 2025**

The Board did not have any changes.

On a motion by Mr. Silagy, seconded by Mr. Hall, with all in favor, the Board approved the BOS' Meeting Minutes held on October 21, 2025, for the World Commerce Community Development District.

FOURTH ORDER OF BUSINESS

RATIFICATION OF THE OPERATIONS & MAINTENANCE EXPENDITURES FOR SEPTEMBER 2025 - NOVEMBER 2025

Ms. Wasilewski highlighted the expenditures.

On a motion by Mr. Silagy, seconded by Ms. Pappaceno, with all in favor, the Board ratified the September 2025 Operations & Maintenance Expenditures in the amount of \$52,927.40, October 2025 Operations & Maintenance Expenditures in the amount of \$28,935.18, and November 2025 Operations and Maintenance Expenditures in the amount of \$31,840.31 for the World Commerce Community Development District.

FIFTH ORDER OF BUSINESS

RATIFICATION OF CONSTRUCTION REQUISITIONS 112-113

On a motion by Mr. Silagy, seconded by Ms. Pappaceno, with all in favor, the Board ratified Construction Requisitions 112-113, for the World Commerce Community Development District.

SIXTH ORDER OF BUSINESS

RATIFICATION OF GRAU & ASSOCIATES ENGAGEMENT LETTER FY25

Ms. Wasilewski stated the audit was for fiscal year 2024-2025.

On a motion by Ms. Pappaceno, seconded by Mr. Robinson, with all in favor, the Board ratified Grau & Associates engagement letter for audit services for FY25, for the World Commerce Community Development District.

SEVENTH ORDER OF BUSINESS

STAFF REPORTS

A. District Counsel

Mr. Haber updated the Board SJC is requesting the CDD to construct a sidewalk on the north side of International Golf Parkway that was not part of the original plans and on property that is not owned by CDD. He stated construction funds are still available to construct the sidewalk and recommends the District retaining Ellen Avery Smith's Law Firm, for a limited purpose to work with SJC to gain authorization to construct the sidewalk and use funds from construction accounts to pay Ms. Smith.

Mr. Cills confirmed the construction of sidewalk was not in approved plans for the County and the property where SJC is requesting the construction of the sidewalk is property not owned by the

82 District.

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84 Discussion ensued.

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On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board authorized the retention of Ellen Avery Smith's Law firm for limited purposes, and authorize the Chairman to sign fee agreement with an initial fee not to exceed \$5,000.00, for the World Commerce Community Development District.

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B. District Engineer

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1. Traffic Signal Update

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Mr. Stilwell stated they continue to request the traffic signal as-builts from the contractor and working towards closing out the project. Payment will be released upon receipt of as-builts.

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Jumped to Business Item A: Consideration of Engineer's Report Proposal

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EIGHTH ORDER OF BUSINESS

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A. Consideration of Engineers Report Proposal

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Mr. Stillwell reviewed the annual proposal which included a site visit and Engineer report. Ms. Wasilewski stated this report is a requirement of the Bond Indenture.

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On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board approved the Engineer's Report proposal in the amount of \$1,500.00 for the World Commerce Community Development District.

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Mr. Stillwell left the meeting at 9:20 a.m.

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Moved back to Staff Reports

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C. Landscape

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1. BrightView Landscape Report

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Mr. McAvoy gave the Board an update on the landscaping, but recommended a full day of further Oak tree trimming to

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Crepe Myrtle trimming is recommended since it has not been done in several years, and it could be done in sections rather than all at the same time. Discussion ensued.

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On a motion by Mr. Robinson, seconded by Mr. Hall, with all in favor, the Board approved BrightView to Crepe Myrtle trimming for 2-3 islands with a not to exceed amount of \$5,000.00, and one more day of Oak Trimming not to exceed \$4,200.00, for the World Commerce Community Development District. (Exhibit A & B)

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118 **2. District Irrigation Update**

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120 **3. Consideration of BrightView’s Island #13-14 Replacement Plant Proposal**

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122 *Mr. Haber left the meeting at 9:30 a.m. with technical issues reconnecting.*

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124 Mr. McAvoy reviewed the proposal and highlighted the plant choices using 7-gallon plants.

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On a motion by Ms. Pappaceno, seconded by Mr. Robinson, with all in favor, the Board approved BrightView’s Island #13-14 replacement plant proposal to be done in March in the amount of \$11,789.24, for the World Commerce Community Development District.

4. Consideration of BrightView’s Mainline Irrigation Repair Proposal

Mr. Dupree updated the Board on current irrigation repairs and overall status of the system.

On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board approved BrightView’s mainline irrigation repair proposal in the amount of \$2,739.11, for the World Commerce Community Development District.

D. District Manager

Ms. Wasilewski updated Board on irrigation leak reported by Innovative Fountain to which BrightView was able to repair. She highlighted accepted Goals and Objections report posted to website, DR421 form filed, and DR504 Ad Valorem tax exempt for will be filed by March 1st, General Election resolution and proposed budget at the next meeting. She gave a summary of financials and continuing to monitor landscape replacement line item.

1. Charles Aquatic Service Report

Ms. Wasilewski commented there are no issues and reports have been normal.

2. Innovative Fountain Report

Ms. Wasilewski commented there are no issues and reports have been normal.

EIGHTH ORDER OF BUSINESS

BUSINESS ITEMS

A. Consideration of Engineers Report Proposal

Previously discussed and approved.

NINETH ORDER OF BUSINESS

B. Consideration of Resolution 2026-01; 2026 General Election

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Ms. Wasilewski reviewed the ad, seats that are terminating, and Board discussion ensued.

On a motion by Mr. Robinson, seconded by Ms. McNarin, with all in favor, the Board adopted Resolution 2026-01; 2026 General Election, for the World Commerce Community Development District.

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TENTH ORDER OF BUSINESS

SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

SUPERVISORS

Clarification on property owner versus renter to vote and run for a Board seat.
Mr. Robinson requested a hard copy of the final agenda.
Update tablet sleep mode and bookmark sidebar.

AUDIENCE COMMENTS

No audience requests.

TWELVTH ORDER OF BUSINESS

ADJOURNMENT

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On a motion by Mr. Robinson, seconded by Ms. Pappaceno, with all in favor, the Board adjourned the meeting at 9:45 a.m., for the World Commerce Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Exhibit A

Proposal for Extra Work at World Comm Center

Property Name	World Comm Center	Contact	Danielle Wasilewski
Property Address	500 World Commerce Pkwy Saint Augustine, FL 32092	To	World Commerce Center CDD
		Billing Address	c/o Rizzetta and Company 3434 Colwell Ave Ste 200 Tampa, FL 33614
Project Name	Wcc- Crepe Myrtle Pruning		
Project Description	general tree		

Scope of Work

1. Structural Health and Vitality

- Removing crossing or rubbing branches is one of the most important maintenance tasks for a crepe myrtle.
- Wound Prevention: When branches cross, they rub against each other in the wind. This wears away the bark, creating open wounds that serve as entry points for diseases and pests like aphids or scale.
- Stronger Scaffolding: By thinning out the canopy (around 25%), you encourage the tree to put its energy into its primary "scaffold" branches. This results in thicker, sturdier limbs that can better support the weight of heavy summer blooms without snapping or sagging.

2. Improved Airflow and Light

- A dense, cluttered interior is a breeding ground for problems.
- Disease Prevention: Crepe myrtles are prone to powdery mildew. Thinning the canopy by 25% allows wind to pass through more easily, which keeps the leaves dry and reduces fungal growth.
- Better Blooms: Removing "twiggy" interior growth allows sunlight to reach the inner parts of the tree. Since crepe myrtles bloom on new wood, this extra light stimulates more vigorous flowering.

3. Removing Moss, Lichens, and Epiphytes

- Whether it is true moss, Spanish moss, or lichens, cleaning the bark has several benefits:
- Restoring Photosynthesis: Heavy moss can sometimes cover leaf buds or small branches, blocking the sunlight the tree needs to produce energy.
- Weight Reduction: Epiphytes like Spanish moss can become heavy when wet, putting unnecessary strain on branches.
- Aesthetics: One of the most prized features of a crepe myrtle is its mottled, exfoliating bark. Removing moss reveals the smooth, multi-toned colors of the

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
5811 County Rd 305, Elkton, FL 32033 ph. fax

Proposal for Extra Work at World Comm Center

trunk

QTY	UoM/Size	Material/Description
Crepe Myrtle Reduction Pruning		
1.00	LUMP SUM	Crepe Myrtle Pruning Starting at 2 islands by Costco (24 trees) - reduce height 25-30% and remove any moss and cross branches to promote the health of tree's. If time allows we will continue by Home Depot Entrance.

For internal use only

SO# 8835205
 JOB# 460802100
 Service Line 300

Total Price \$5,000.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
 5811 County Rd 305, Elkton, FL 32033 ph. fax

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Danielle Wasilewski

Associate District Manager

Signature	Title
Danielle Wasilewski	January 20, 2026
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager, Senior

Signature	Title
Steve McAvoy	January 20, 2026
Printed Name	Date

Job #:	460802100		
SO #:	8835205	Proposed Price:	\$5,000.00

Curtis Robinson

Crepe Myrtle Reduction Pruning

1. Structural Health and Vitality

- Removing crossing or rubbing branches is one of the most important maintenance tasks for a crepe myrtle.
- Wound Prevention: When branches cross, they rub against each other in the wind. This wears away the bark, creating open wounds that serve as entry points for diseases and pests like aphids or scale.
- Stronger Scaffolding: By thinning out the canopy (around 25%), you encourage the tree to put its energy into its primary "scaffold" branches. This results in thicker, sturdier limbs that can better support the weight of heavy summer blooms without snapping or sagging.

2. Improved Airflow and Light

- A dense, cluttered interior is a breeding ground for problems.
- Disease Prevention: Crepe myrtles are prone to powdery mildew. Thinning the canopy by 25% allows wind to pass through more easily, which keeps the leaves dry and reduces fungal growth.
- Better Blooms: Removing "twiggy" interior growth allows sunlight to reach the inner parts of the tree. Since crepe myrtles bloom on new wood, this extra light stimulates more vigorous flowering.

3. Removing Moss, Lichens, and Epiphytes

- Whether it is true moss, Spanish moss, or lichens, cleaning the bark has several benefits:
- Restoring Photosynthesis: Heavy moss can sometimes cover leaf buds or small branches, blocking the sunlight the tree needs to produce energy.
- Weight Reduction: Epiphytes like Spanish moss can become heavy when wet, putting unnecessary strain on branches.
- Aesthetics: One of the most prized features of a crepe myrtle is its mottled, exfoliating bark. Removing moss reveals the smooth, multi-toned colors of the trunk

Signature: *Curtis Robinson*
Curtis Robinson (Jan 30, 2026 10:05:57 EST)

Email: worldcommercecddcurtis@gmail.com

Signature: *Danielle Wasilewski*

Email: dwasilewski@rizzetta.com

Exhibit B

Proposal for Extra Work at World Comm Center

Property Name	World Comm Center	Contact	Danielle Wasilewski
Property Address	500 World Commerce Pkwy Saint Augustine, FL 32092	To	World Commerce Center CDD
		Billing Address	c/o Rizzetta and Company 3434 Colwell Ave Ste 200 Tampa, FL 33614
Project Name	Wcc- continue to cycle through & remove large limbs over hanging curb line to help avoid damages		
Project Description	general tree		

Scope of Work

The worst trees on site will be addressed first. We will also provide a map of trees pruned upon completion

QTY	UoM/Size	Material/Description	Total
Wcc- dead limb removal			\$4,200.00
1.00	LUMP SUM	Wcc- elevate up to approximately 18' to help avoid vehicle damage.	

For internal use only

SO# 8835223
JOB# 460802100
Service Line 300

Total Price \$4,200.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
5811 County Rd 305, Elkton, FL 32033 ph. fax

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

- Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Danielle Wasilewski

Associate District Manager

Signature	Title
Danielle Wasilewski	January 20, 2026
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager, Senior

Signature	Title
Steve McAvoy	January 20, 2026
Printed Name	Date

Job #:	460802100		
SO #:	8835223	Proposed Price:	\$4,200.00

Curtis Robinson

Signature: Curtis Robinson

Curtis Robinson (Jan 30, 2026 10:07:11 EST)

Email: worldcommerceddcurtis@gmail.com

Signature: *Danielle Wasilewski*

Email: dwasilewski@rizzetta.com

Tab 2

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA · (904) 436-6270

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.WORLDCOMMERCECDD.ORG

Operation and Maintenance Expenditures

December 2025

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2025 through December 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$28,084.37**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	300067	9594845	Landscape Maintenance 12/25	\$ 11,641.98
BrightView Landscape Services, Inc.	300069	9598113	Miscellaneous Landscape 11/25	\$ 3,600.00
BrightView Landscape Services, Inc.	300067	9601756	Irrigation Repair 12/25	\$ 1,854.57
Charles Aquatics, Inc.	300070	54675	Aquatic Maintenance 12/25	\$ 475.00
Florida Power & Light Company	20251223-1	0606025203-121125 ACH	Electric Services 12/25	\$ 25.94
Florida Power & Light Company	20251223-1	0740710595-121125 ACH	Electric Services 12/25	\$ 171.28
Florida Power & Light Company	20251224-1	1634844169-121125 ACH	Electric Services 12/25	\$ 28.61
Florida Power & Light Company	20251223-1	5096444202-121125 ACH	Electric Services 12/25	\$ 260.37
Florida Power & Light Company	20251223-1	6333839147-121125 ACH	Electric Services 12/25	\$ 25.66
Florida Power & Light Company	20251208-1	7476043505-112425 ACH	Electric Services 11/25	\$ 2,199.76
Innovative Fountain Services	300068	2029998	Fountain Maintenance 11/25	\$ 340.00
Innovative Fountain Services	300071	2030091	Fountain Maintenance 12/25	\$ 340.00

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	300066	INV0000105341	Accounting Services 12/25	\$ 6,598.24
St Johns Utility Department	20251219-1	524989114648-111925 ACH	Water-Sewer Services 11/25	<u>\$ 522.96</u>
Report Total				<u><u>\$ 28,084.37</u></u>

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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WWW.WORLDCOMMERCECDD.ORG

Operation and Maintenance Expenditures

January 2026

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2026 through January 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$22,982.70**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Bob's Backflow & Plumbing Services, Inc.	300082	29937	Backflow 01/26	\$ 45.00
BrightView Landscape Services, Inc.	300074	9627018	Landscape Maintenance 01/26	\$ 11,641.98
Charles Aquatics, Inc.	300075	54880	Aquatic Maintenance 01/26	\$ 475.00
Curtis J Robinson	300077	CRobinson012026-640	Board of Supervisors Meeting 01/20/26	\$ 200.00
Elizabeth Pappaceno	300078	EPappaceno012026-640	Board of Supervisors Meeting 01/20/26	\$ 200.00
Florida Power & Light Company	20260127-1	0606025203-011226 ACH	Electric Services 01/26	\$ 31.05
Florida Power & Light Company	20260127-1	0740710595-011226 ACH	Electric Services 01/26	\$ 204.22
Florida Power & Light Company	20260127-1	1634844169-011226 ACH	Electric Services 01/26	\$ 33.74
Florida Power & Light Company	20260127-1	5096444202-011226 ACH	Electric Services 01/26	\$ 345.75
Florida Power & Light Company	20260127-1	6333839147-011226 ACH	Electric Services 01/26	\$ 30.80
Florida Power & Light Company	20260106-1	7476043505-122325 ACH	Electric Services 12/25	\$ 2,199.76
Jeffrey J. Silagy	300079	JSilagy012026-640	Board of Supervisors Meeting 01/20/26	\$ 200.00

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Karen L. McNairn	300080	KMcNairn012026-640	Board of Supervisors Meeting 01/20/26	\$ 200.00
Kenneth O. Hall II	300081	KHall012026-640	Board of Supervisors Meeting 01/20/26	\$ 200.00
Rizzetta & Company, Inc.	300073	INV0000106262	District Management Fees 01/26	\$ 5,998.24
School Now	300076	INV-SN-1216	Quarterly Website & Compliances Services 01/26	\$ 384.38
St Johns Utility Department	20260120-1	524989114648-121925 ACH	Water-Sewer Services 12/25	\$ 542.78
St. Johns County Airport Authority	300072	640-012026 BOS	BOS Meeting Room Fee 01/26	<u>\$ 50.00</u>
Report Total				<u><u>\$ 22,982.70</u></u>

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA · (904) 436-6270

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.WORLDCOMMERCECDD.ORG

Operation and Maintenance Expenditures

February 2026

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2026 through February 28, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$33,799.24**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2026 Through February 28, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	300087	9657861	Landscape Maintenance 02/26	\$ 11,641.98
BrightView Landscape Services, Inc.	300084	9661258	Irrigation Repair 01/26	\$ 2,739.11
BrightView Landscape Services, Inc.	300089	9665000	Landscape Replacement 01/26	\$ 5,000.00
BrightView Landscape Services, Inc.	300087	9669164	Landscape Replacement 01/26	\$ 290.50
Charles Aquatics, Inc.	300090	55081	Aquatic Maintenance 02/26	\$ 475.00
Florida Power & Light Company	20260224-1	0606025203-021226 ACH	Electric Services 02/26	\$ 31.05
Florida Power & Light Company	20260224-1	5096444202-021226 ACH	Electric Services 02/26	\$ 235.79
Florida Power & Light Company	20260224-1	6333839147-021226 ACH	Electric Services 02/26	\$ 30.80
Florida Power & Light Company	20260209-1	7476043505-012626 ACH	Electric Services 01/26	\$ 2,309.80
Grau & Associates, P.A.	300091	28702	Audit Services FY24/25	\$ 3,600.00
Innovative Fountain Services	300085	2030314	Fountain Maintenance 01/26	\$ 340.00

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2026 Through February 28, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Prime AE Group, Inc.	300092	55618	Engineering Services 01/26	\$ 385.55
Rizzetta & Company, Inc.	300086	INV0000106684	District Management Fees 02/26	\$ 5,998.24
St Johns Utility Department	20260218-1	524989114648-011926 ACH	Water-Sewer Services 01/26	\$ 643.26
USA TODAY Media Corp	300088	0007552165	Legal Advertising 01/26	<u>\$ 78.16</u>
Report Total				<u><u>\$ 33,799.24</u></u>

Tab 3

RESOLUTION 2026-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WORLD
COMMERCE COMMUNITY DEVELOPMENT DISTRICT
REAPPOINTING AN ASSISTANT TREASURER OF THE DISTRICT,
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, World Commerce Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within St. Johns County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) previously appointed **Shawn Wildermuth** as an Assistant Treasurer pursuant to Resolution 2025-02; and

WHEREAS, the Board now desires to remove Shawn Wildermuth as Assistant Treasurer and appoint Susan Garcia to the position.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. Shawn Wildermuth is removed as Assistant Treasurer.

Section 2. **Susan Garcia** is appointed as Assistant Treasurer.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 21st DAY OF APRIL, 2026.

**WORLD COMMERCE
COMMUNITY DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Tab 4



Quality Site Assessment

Prepared for: World Comm Center

General Information

- DATE:** Thursday, Mar 26, 2026
- NEXT QSA DATE:** Monday, Jul 06, 2026
- CLIENT ATTENDEES:** Danielle Wasilewski, danielle.wasilewski
- BRIGHTVIEW ATTENDEES:** Steve McAvoy

Customer Focus Areas

East and West Entrance areas

Quality you can count on.

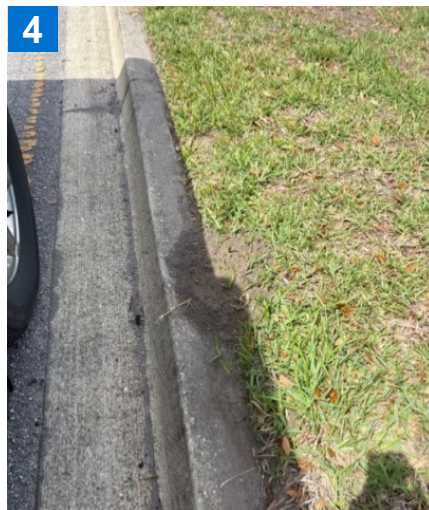
<h1>7</h1> <p>Seven Standards of Excellence</p>	 <p>1</p> <p>Site Cleanliness</p>	 <p>2</p> <p>Weed Free</p>	 <p>3</p> <p>Green Turf</p>
	 <p>4</p> <p>Crisp Edges</p>	 <p>5</p> <p>Spectacular Flowers</p>	 <p>6</p> <p>Uniformly Mulched Beds</p>

Carryover Items



- 1** Palm trees are healthy with minimal dead fronds. We will schedule palms to be pruned April/June

Maintenance Items



1 There are a few volunteers poking up through Hollie hedge next to fountain, we will get with our team and have these removed during next visit.

2 Palms are scheduled for early June pruning

3 Turf color is starting to improve. We will continue to monitor.

4 Fire ant mounds are being treated weekly

Maintenance Items



5 Viburnum installed around lift stations last year are looking great and are filling in nicely

6 There is some new tree sucker growth around base of Crepe Myrtle trees. We will get with our team and have these removed during next visit.

7 Center Islands across from Costco down to Buc-ee's need to be sprayed for weed control. These beds were very wet last week but we have a plan to get everything caught up during next visit.

8 Hard and soft surfaces are being edged on a weekly rotation

Maintenance Items



9 Trimming is being completed on a weekly rotation

10 There is continued dumping of excessive trash at parking areas. We have been removing during site visits

11 Pond mowing has been scheduled for the end of April

12 Crêpe myrtle trees that were pruned this winter are starting to push out new growth and should fill out nicely with extra blooms

Maintenance Items



13 We are nearing the end of leaf season, but we are blowing and removing debris weekly. This area was blown one day ago, and already has leaves covering curbs and sidewalks

14 Spring annuals have been installed and are filling out nicely

Recommendations for Property Enhancements



- 1** Vehicle damage to plant material on center island by Ring Way will need to be replaced.

Notes to Owner / Client



- 1** There is some freeze damage to turf areas around fountain. We will continue to monitor
- 2** Society, garlic and dwarf bottlebrush are starting to push out new blooms and look very nice
- 3** Tree damaged by accident has been removed and stump ground

Completed Items



- 1** Curbs and sidewalks are free and clear of leaves and debris
- 2** Hard and soft surfaces are being sprayed for weed control on a weekly rotation
- 3** Contractual tree elevation has been completed

Tab 5



6869 Phillips Parkway Drive South
Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: March 31, 2026

Biologist: Mike Liddell

Client: World Commerce CDD

Waterways: 1 lake, 1 pond and 1 canal

Lake 1: Water level is normal and flowing as designed through outflow structure with no obstructions. No invasive vegetation noticed.



Canal and pond: Vegetation is growing very thick around small pond and canal, chemical treatments are only affecting the top growth. Recommend a physical removal of all grasses.



Stationary Fountain Maintenance Report

Date

04-07-2026

Time

1:40 PM

Property

World Commerce Center

Address

World Commerce Pkwy, St. Augustine, FL 32092

Fountain

World Commerce

Deficient Parts/Waiting on Approval:

None

Fountain Checklist

Arrival Photo



Tested Water

No

Check Display Nozzles

Yes

Net floating debris

No

Check the overflow pipe

NA

Vacuum Basin

No

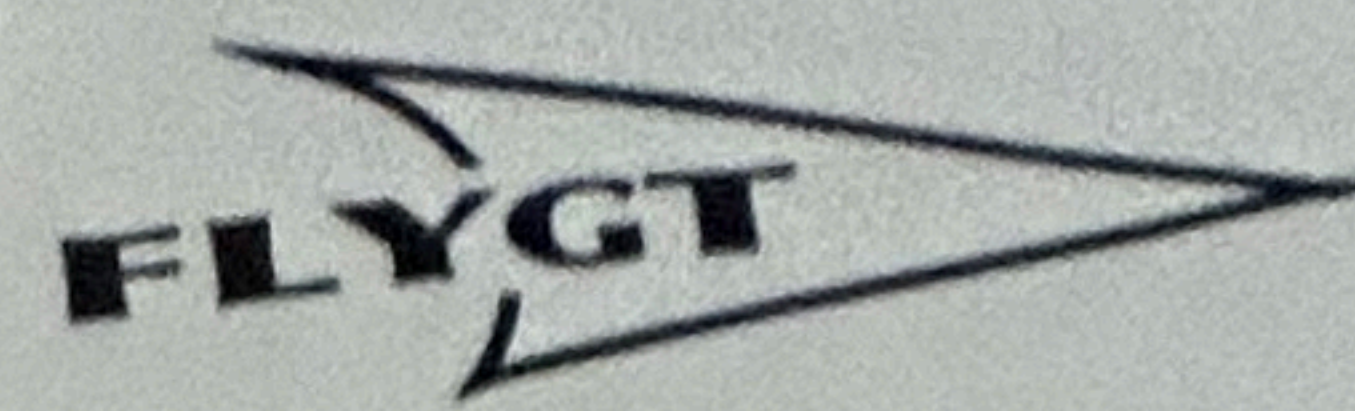
Comments

After Photo



Notes from Technician:

Added chlorine, cleaned filter element, ensured functionality of water feature



XYLEM WATER SOLUTIONS USA, INC.
 2152 SPRINT BOULEVARD; APOPKA, FL 32703
 PHONE: 407-880-2900 FAX 407-880-2962

PREVENTATIVE MAINTENANCE INSPECTION REPORT

CUSTOMER *Danielle Wasilewski*
Rizzeta + Company

DATE *2/20/26*

LIFT STATION: *World Commerce Center*
 PUMP MODEL: *3152* DRIVE
 SERIAL NUMBERS: #1
 OVERLOAD PROTECTION: *yes*
 PUMP RUN TIME: #1 *12130.68*

HP *15* IMPELLER *646*
 #2
 VOLTAGE PHASE *3P*
 #2 *N/A*

MEGGER CHECK #1 RED *550* BLACK *550* WHITE *550*
 #2 RED *N/A* BLACK *N/A* WHITE *N/A*

VOLTAGE CHECK A to B ~~285~~ *491* B to C ~~284~~ *492* A to C ~~281~~ *489*
 A to G *285* B to G *284* C to G *284*

AMPERAGE CHECK #1 A *17* B *17* C *18*
 #2 A *N/A* B *N/A* C *N/A*

- Oil Condition ✓
- Stator Housing Dry ✓
- All Fasteners Torqued To Specification ✓
- Bearing Noise ✓
- Wet End Inspection ✓
- Pump Sensor Readings Normal ✓
- Motor / Sensor Cables In Good Condition ✓
- Control Panel:
 - Power Train ✓
 - Logic Circuit ✓
 - Monitoring Equipment ✓
 - Tightness of Electrical Connections ✓
 - Cleanliness ✓
 - Corrosion Inhibitor ✓

CHARGES FOR P/M SERVICE: \$ *0*

A SEPARATE QUOTE WILL BE PROVIDED FOR ANY ADDITIONAL REPAIRS REQUIRED

TECHNICIAN: SIGN *[Signature]* CUSTOMER: SIGN _____

PRINT *Andrew Schober* PRINT _____

Tab 6



LLS Tax Solutions Inc.
1645 Sun City Center Plz.,
#5027
Sun City Center, FL 33571
Telephone: 850-754-0311
Email: liscott@llstax.com

February 5, 2026

World Commerce Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell, Suite 200
Tampa, Florida 33614

Thank you for choosing LLS Tax Solutions Inc. (“LLS Tax”) to provide arbitrage services to World Commerce Community Development District (“Client”) for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$12,275,000 World Commerce Community Development District (St. Johns County, Florida) Special Assessment Bonds, Series 2007

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service (“IRS”) forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to

certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for services listed above for the three annual bond years beginning February 1, 2025, through the period ending January 31, 2028, is \$1,500, which is \$500 each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
World Commerce Community Development
District

By: Linda L. Scott

Linda L. Scott, CPA

By: _____

Print Name _____

Title _____

Date: _____

Tab 7

This Instrument was Prepared by:
James B. Porter, Esq.
Smith, Gambrell & Russell, LLP
50 N. Laura Street, Suite 2600
Jacksonville, FL 32202

**SECOND AMENDMENT TO AND PARTIAL TERMINATION OF ACCESS AND
MAINTENANCE EASEMENT AGREEMENT FOR LANDSCAPE AND FOUNTAIN
IMPROVEMENTS**

THIS SECOND AMENDMENT TO AND PARTIAL TERMINATION OF ACCESS AND MAINTENANCE EASEMENT AGREEMENT FOR LANDSCAPE AND FOUNTAIN IMPROVEMENTS ("Second Amendment") is effective as of _____, 2026 by **WCC DRI OWNER, LLC**, a Delaware limited liability company, whose mailing address is c/o Stiles Corporation, 201 E. Las Olas Boulevard, Suite 1200, Fort Lauderdale, Florida 33301 (the "Grantor"), successor in interest to World Commerce Center, LLP, a Florida general partnership, and **WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "District") (Grantor and District are sometimes together referred to herein as the "Parties").

Background Facts. The Parties entered into that certain Access and Maintenance Easement Agreement for Landscape and Fountain Improvements dated November 10, 2020, recorded in Book 5107, page 932, as amended by that certain Amendment to and Partial Termination of Access and Maintenance Easement Agreement for Landscape and Fountain Improvements dated March 8, 2024, recorded in Book 5915, Page 1413, both of the public records of St. Johns County, Florida (as amended, the "Easement Agreement"), pursuant to which Grantor's predecessor in interest granted the District a maintenance easement over the real property defined in the Easement Agreement as the "Easement Area" and described on Exhibit A thereto. The Parties desire to amend the Easement Area as set forth herein. Therefore, the Parties hereby agree that:

1. **Recitals.** The foregoing Background Facts are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Amendment to Easement Area.** The Easement Agreement is amended as follows: the Easement Area shall hereafter mean the real property described in Exhibit A attached hereto. The easement granted by the Easement Agreement originally is terminated as to any portion of the Easement Area described in Exhibit A to the Easement Agreement that is not within the real property described in Exhibit A to this Second Amendment. This instrument shall evidence a grant of easement by Grantor to District for the Easement Area described on Exhibit A hereto, on the terms set forth in the Easement Agreement.

3. **Additional Terms.** The Easement Agreement and this Second Amendment

represent the entire agreement between the Parties regarding the subject matter therein. This Amendment shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors, and permitted assigns and shall be a covenant running with title to the Easement Area. This Amendment may not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by both Parties. In the event of any conflict between the terms of the Easement Agreement and this Second Amendment, this Second Amendment shall control. It is expressly agreed by the Parties that this Second Amendment is a supplement to the Easement Agreement. All the agreements, conditions, covenants, promises, provisions and terms of the Easement Agreement, unless specifically modified in this Second Amendment, are to apply to this Second Amendment and are made a part hereof as though they were expressly rewritten, incorporated and included herein. Except as expressly provided in this Second Amendment, the Easement Agreement is unmodified hereby and remains in full force and effect and is ratified and confirmed.

4. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Second Amendment. A facsimile or electronic copy of this Second Amendment and any signatures hereon shall be considered for all purposes as an original.

5. Governing Law. This Second Amendment shall be governed by, and shall be construed in accordance with, the laws of the State of Florida.

[Remainder of page intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, the Parties have signed and acknowledged this Second Amendment effective as of the day and year set forth in the first paragraph of this Second Amendment.

Signed, sealed and delivered in the presence of:

GRANTOR:

WCC DRI OWNER, LLC, a Delaware limited Liability company

Print Name: _____
Print Address: _____

By: WCC DRI HOLDINGS, LLC, a Delaware limited liability company, its manager

Print Name: _____
Print Address: _____

By: S CM WCC DRI, LLC, a Florida limited liability company, its manager

By: S-WCC DRI, LLC, a Florida limited liability company, its manager

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 _____, the _____ of S-WCC DRI, LLC, a Florida limited liability company, as manager of S CM WCC DRI, LLC, a Florida limited liability company, the manager of WCC DRI HOLDINGS, LLC, a Delaware limited liability company, the manager of WCC DRI Owner, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State of Florida
Print Name: _____
My commission expires:

[Signature page to Second Amendment to and Partial Termination of Access and Maintenance Easement Agreement for Landscape and Fountain Improvements]

Signed, sealed and delivered in the presence of:

DISTRICT:

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

Print Name: _____
Print Address: _____

Chairperson, Board of Supervisors

Print Name: _____
Print Address: _____

STATE OF FLORIDA
COUNTY OF _____

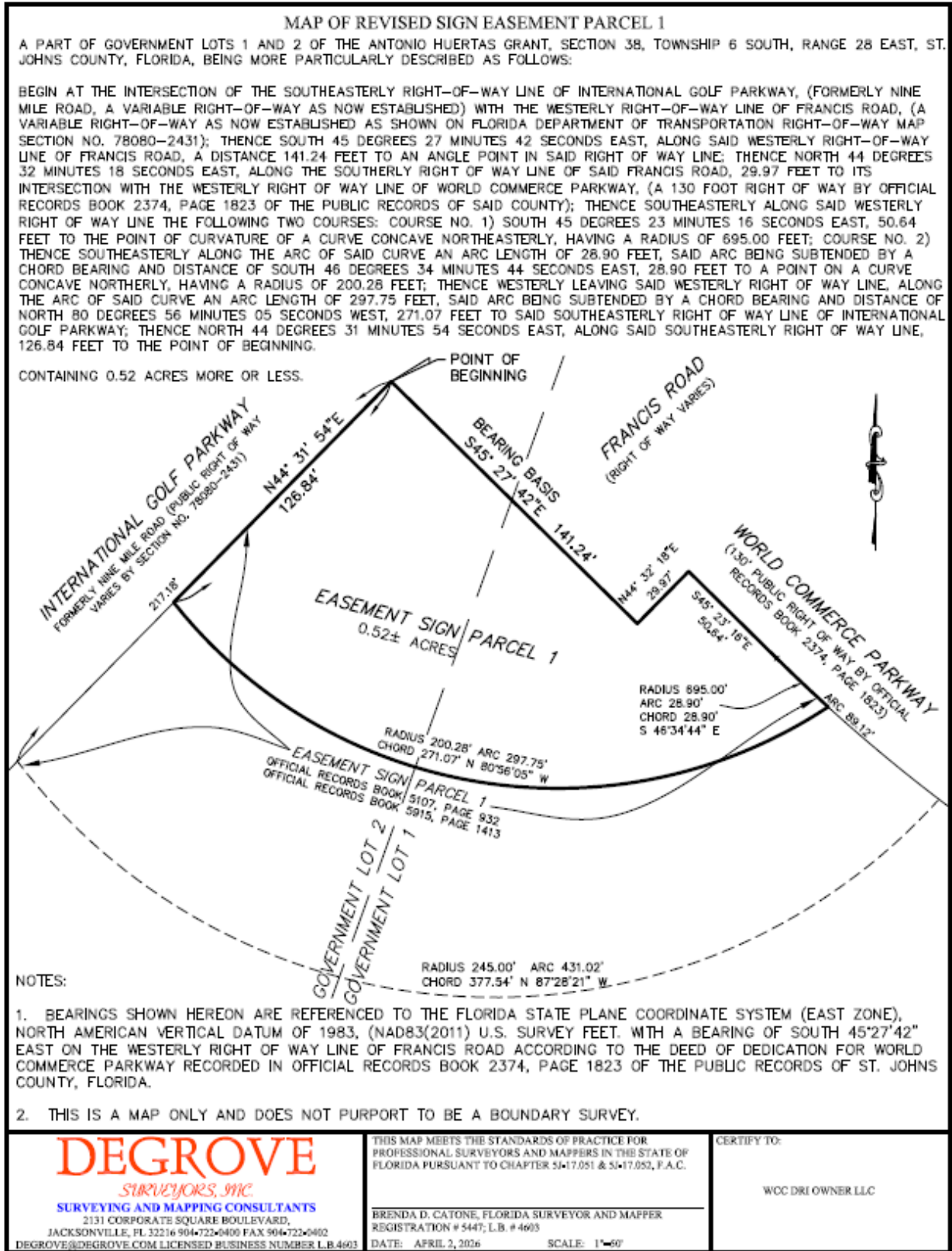
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2026 by _____, as Chairman of the World Commerce Center Community Development District, for and on behalf of the District. He/She is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State of Florida
Print Name: _____
My commission expires: _____

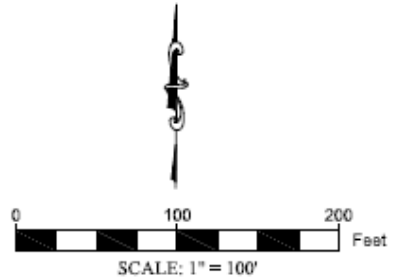
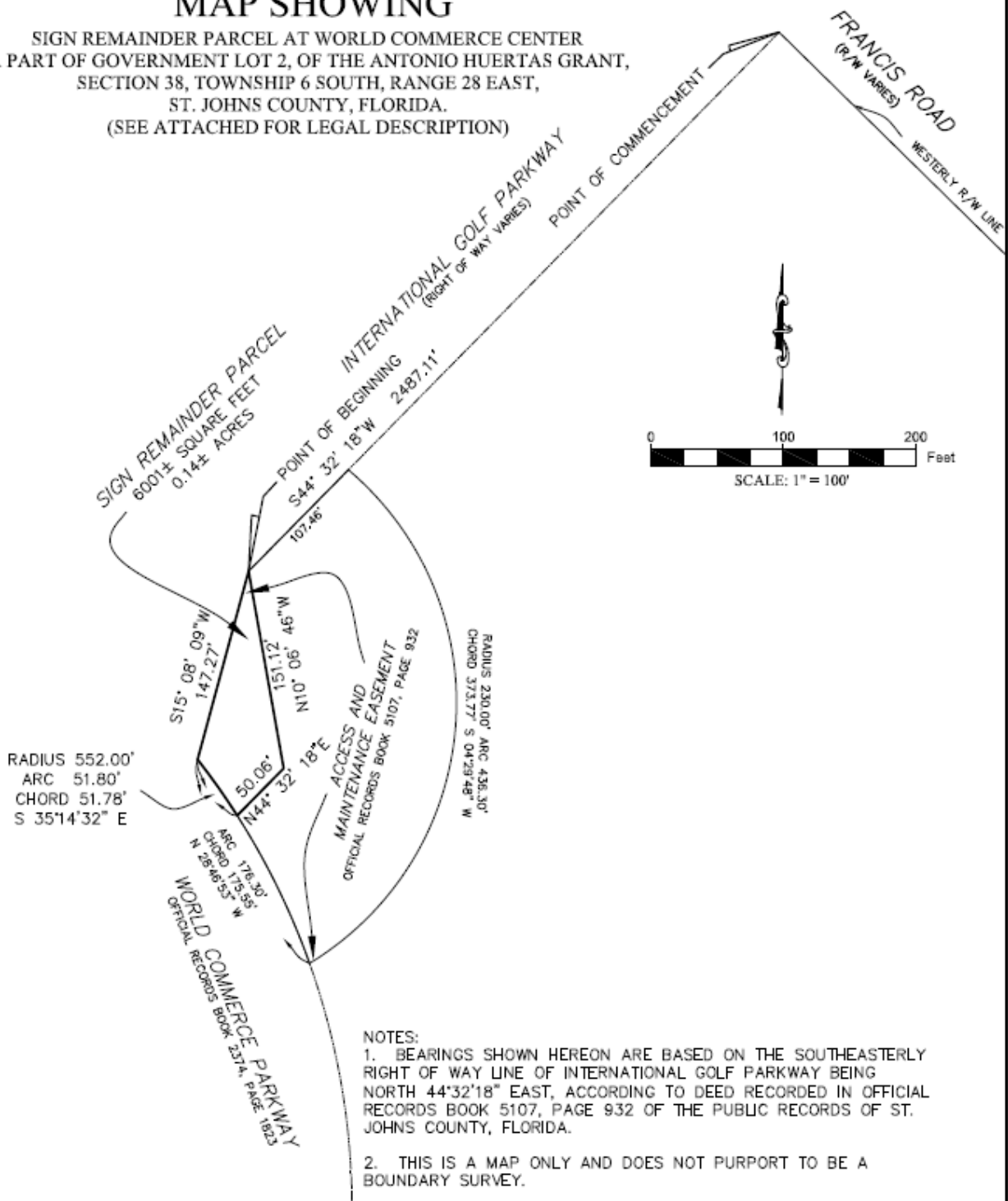
[Signature page to Second Amendment to and Partial Termination of Access and Maintenance Easement Agreement for Landscape and Fountain Improvements]

Exhibit A
(Sign Easement Parcel 1 and Sign Remainder Parcel)



MAP SHOWING

SIGN REMAINDER PARCEL AT WORLD COMMERCE CENTER
 A PART OF GOVERNMENT LOT 2, OF THE ANTONIO HUERTAS GRANT,
 SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,
 ST. JOHNS COUNTY, FLORIDA.
 (SEE ATTACHED FOR LEGAL DESCRIPTION)



- NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY BEING NORTH $44^{\circ}32'18''$ EAST, ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 5107, PAGE 932 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
 2. THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.

DEGROVE
Surveyors, Inc.
 2131 CORPORATE SQUARE BLVD.
 JACKSONVILLE, FLORIDA 32216
 (904) 722-0400

JOB #2023176

DEGROVE

SURVEYORS, INC

WORLD COMMERCE CENTER SIGN REMAINDER PARCEL

A PART OF GOVERNMENT LOT 1 AND 2 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, (A VARIABLE RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, (A VARIABLE RIGHT-OF-WAY AS NOW ESTABLISHED, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 78080-2431); THENCE SOUTH 44 DEGREES 32 MINUTES 18 SECONDS WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, 2487.11 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF WORLD COMMERCE PARKWAY, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2374, PAGE 1823 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF WORLD COMMERCE PARKWAY, SOUTH 15 DEGREES 08 MINUTES 09 SECONDS WEST, 147.27 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 552.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 51.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35 DEGREES 14 MINUTES 32 SECONDS EAST, 51.78 FEET TO A POINT ON SAID CURVE; THENCE NORTH 44 DEGREES 32 MINUTES 18 SECONDS EAST, LEAVING SAID EASTERLY RIGHT OF WAY LINE, 50.06 FEET; THENCE NORTH 10 DEGREES 06 MINUTES 46 SECONDS WEST, 151.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES (6001 SQUARE FEET) MORE OR LESS.

2131 CORPORATE SQUARE BLVD.
JACKSONVILLE, FLORIDA 32216
(904) 722 0400 • FAX (904) 722 0402

605 N.W. 53rd AVENUE • Suite 111a
GAINESVILLE, FLORIDA 32609
(352) 338-9667 • FAX (352) 338-9677

DEGROVE@DEGROVE.COM

Tab 8



6869 Phillips Parkway Dr S
Jacksonville, FL 32256
904-997-0044

Aquatic Management Agreement

This Agreement dated March 18, 2026 is made between Charles Aquatics, Inc., a Florida Corporation, and

Name World Commerce Center CDD c/o Danielle Wasilewski, Rizzetta & Company

Property Address 500 World Commerce Parkway, St Augustine, FL

Billing Address PO Box 32414, Charlotte, NC 28232

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

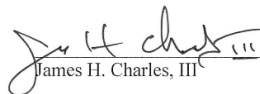
Hereinafter called "CLIENT"

The parties hereto agree to the following:

- Charles Aquatics, Inc. agrees to provide monthly visual inspections of the waterway(s) and application of herbicides or algaecides, as needed, in accordance with the terms and conditions of this Agreement and within all applicable governmental regulations for a period of thirty-six (36) months from the date of the execution of this Agreement at the following location:
One (1) stormwater ditch and one (1) large stormwater pond located in St Johns, FL.
- CLIENT agrees to pay Charles Aquatics, Inc. the following sum(s) for the listed aquatic management services:

○ Monthly Aquatic Management Services	\$ 475.00
○ Permitting for Triploid Grass Carp	\$ <u>No Charge</u>
○ Triploid Grass Carp Stocking (Upon Approval)	\$ <u>8.00/fish</u>
○ Fabrication and Installation of Aluminum Fish Barriers	\$ <u>55.00/s.f.</u>
○ Physical Removal using Weedrake (floating weeds only)	\$ <u>150.00/hour</u>
- The terms and conditions in this Agreement (pages 1-3) form an integral part of this Agreement and CLIENT hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned signed and in its entirety to be considered valid.
- The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CLIENT to Charles Aquatics, Inc. within 30 days of issuance.
- The Effective Date of this Agreement is the first day of the month in which aquatic management services are first provided.
- CLIENT warrants he is authorized to execute this Agreement on behalf of the riparian owner and to hold Charles Aquatics, Inc. harmless for consequences of such service not arising out of the sole negligence of Charles Aquatics, Inc. This would include injury or death to humans or animals who swim, drink, boat or fish in waterways. Recreational activities may result in ingesting or coming into contact with harmful, pathogenic microorganisms.
- CLIENT agrees to reimburse Charles Aquatics, Inc. for all processing fees for registering with third party companies for compliance monitoring services.

Charles Aquatics, Inc.


James H. Charles, III

CLIENT

Sign _____

Print _____

Date _____

Terms & Conditions

1. Control Methods: Aquatic Management Services will be provided by environmentally safe water management practices using one or more of the following established methods and techniques where applicable for the control of non-native, invasive or noxious species of aquatic weeds:
 - a. Chemical Control: this method consists of periodic applications of aquatic herbicides and algacides to control aquatic weeds and filamentous or macrophytic algae. When necessary and prior to treatment with aquatic herbicides or algacides, dissolved oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for the oxygen testing. Planktonic algae, Spikerush and Cyanobacteria will be an additional fee to control. Shoreline weeds that border the water's edge, such as torpedo grass, alligator weed and cattails, will be controlled with herbicide treatments. Many of these species take several months or longer to fully decompose. CLIENT is responsible for any desired physical removal at an additional cost.
 - b. Biological Control: this method consists of stocking of weed-eating fish, primarily Triploid Grass Carp. CLIENT acknowledges that prior to fish stocking, governmental permits may be required and there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking.
 - c. Mechanical Removal: this method consists of the physical removal of floating aquatic weeds from waterways. The disposal site of the removed weeds will be determined by mutual agreement between Charles Aquatics, Inc. and the CLIENT. This service is available for an additional fee but is not included in this Agreement.
 - d. Trash: Trash and light debris floating within and from the areas immediately surrounding the waterway(s) may be collected during the regularly scheduled service. Trash and light debris is defined as litter such as cups, plastic bags and other man-made materials that will fit into a 5 gallon bucket. Large or dangerous items such as biohazards, landscape debris or construction debris will not be included. Styrofoam materials are excluded. Removal of 100% of lake trash is not guaranteed.
2. Disclaimer - Neither party to this Agreement shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
3. Damages - Charles Aquatics, Inc. agrees to hold CLIENT harmless from any loss, damage or claims arising out of the sole negligence of Charles Aquatics, Inc. However, Charles Aquatics, Inc. shall in no event be liable to the CLIENT or to others, for indirect, special or consequential damages to property resulting from normal activities performed in a responsible manner.
4. Access: CLIENT agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Access should be on an unobstructed utility or drainage easement and allow for 10' wide by 10' high, provide a firm surface for passage of boat, boat trailer and towing vehicles, have a grade of no greater than 45°, and not require crossing bulkheads surrounding waterway(s). In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this Agreement may be terminated or renegotiated.
5. Time-Use Restrictions: When Federal and State regulations require water time-use restrictions following the application of aquatic herbicides, Charles Aquatics, Inc. will notify the CLIENT in writing of such restrictions at the time of treatment. It shall be the responsibility of the CLIENT to comply with the restrictions throughout the required period of time-use restrictions. CLIENT understands and agrees that notwithstanding any other provisions of this Agreement, Charles Aquatics, Inc. does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
6. Insurance: Charles Aquatics, Inc. shall maintain the following insurance coverage: Automobile Liability, General Liability, and Pollution Liability. Workers' Compensation coverage is also provided at statutory limits. Charles Aquatics, Inc. will submit certificates of insurance upon request.
7. Payment terms: CLIENT understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CLIENT places their account on hold, an additional start-up fee may be required due to aquatic re-growth. All invoices will be paid within 30 days of the date of the invoice. Payments made after 30 days will be considered in arrears and will be assessed interest charges in the amount of 1.5% for each month payment is late. CLIENT agrees to reimburse Charles Aquatics, Inc. for any bank charges and handling fees resulting from a returned check.
8. Non-payment/Default: In the case of non-payment by the CLIENT, Charles Aquatics, Inc. reserves the right, following written notice to the CLIENT, to terminate this Agreement and reasonable attorneys' fees and costs of collection shall be paid by the CLIENT, whether suit is filed or not.
9. Renewal: Upon completion of this Agreement or any extension thereof, this Agreement shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of Charles Aquatics, Inc., CLIENT agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.

10. Termination: Termination of this Agreement may be made in writing at any time by Charles Aquatics, Inc. or by the CLIENT. The effective date of any termination will be the last day of the month during which written notice is received and acknowledged by the recipient. In the event CLIENT terminates the Agreement prior to the end of the initial year, CLIENT agrees to pay Charles Aquatics, Inc. for the balance of the agreement.
11. Assignment of this Agreement: This Agreement is not assignable by the CLIENT except upon prior written consent by Charles Aquatics, Inc.
12. Alterations and Modifications: This three (3) page Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both Charles Aquatics, Inc. and the CLIENT.
13. Disclosure: CLIENT agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this Agreement and any extension(s) thereof.

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

14. For any condition(s) checked "YES" above, please provide additional details below:

15. CLIENT agrees that its failure to disclose any conditions listed above may compromise Charles Aquatics, Inc.'s capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the Agreement. Any failure disclose any condition which hinders or significantly changes Charles Aquatics, Inc.'s ability to provide their services does not relieve CLIENT's obligation to pay for the services provided under the terms and conditions of this Agreement.



This agreement dated March 17, 2026 is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name World Commerce Center CDD c/o Lesley Gallagher, Rizzetta & Company

Physical

Address 500 World Commerce Parkway, St Augustine, FL 32092

Billing Address PO Box 32414, Charlotte, NC 28232

Phone 904-436-6270

Cell _____

E-mail lgallagher@rizzetta.com

Hereinafter called "CLIENT".

1. **Charles Aquatics, Inc.**, agrees to provide aquatic management services in accordance with the terms and conditions of this Agreement at the following location(s): **Physical Removal in Canal and small pond located in World Commerce CDD, in St Johns County, FL.**
2. CLIENT agrees to pay **Charles Aquatics, Inc.** the following sum(s) for the listed services:
 - Remove vegetation around pond and canal (grasses and small trees)
 - Place vegetation away from pond to decay.

Total \$7,200.00

Terms & Conditions:

- 1) Payment for entire balance of service is **due no later than 30 days after date of the invoice.**
- 2) **Non-Payment, Default** - In the case of non-payment by the **CLIENT**, **Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one-half percent (1.5%) per month may be assessed for the period of delinquency.
- 3) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** **within 30 days of the agreement date.**
- 4) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**.
- 5) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage, Completed Operations and Product Liability. Workers'

Charles Aquatics, Inc.
6869 Phillips Parkway Drive South Jacksonville, FL 32256
(904) 997-0044 Fax: (904) 807-9158

Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.

- 6) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 7) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 8) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 9) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 10) **Alterations and Modifications** - This two (2) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

CHARLES AQUATICS, INC.


James H. Charles, III

CLIENT

Client Signature

Date