

Entrada Community Development District

Board of Supervisors' Meeting January 24, 2023

District Office: 2806 N. Fifth Street, Uni 403 St. Augustine, Florida 32708

ENTRADA COMMUNITY DEVEICTLOPMENT DISTRICT

Entrada Amenity Center, 460 Rio San Juan Rd, St. Augustine, FL 32084 www.entradacdd.org

Board of Supervisors Robert Porter Chairman

Mark Dearing Vice Chairman
Anthony Sharp Assistant Secretary
James Teagle Assistant Secretary
John Gislason Assistant Secretary

District Manager Melissa Dobbins Rizzetta & Company, Inc.

District Counsel Katie Buchanan Kutak Rock LLP

District Engineer Vincent Dunn Dunn & Associates Inc.

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

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

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

1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

ENTRADA COMMUNITY DEVELOPMENT DISTRICT

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

AGENDA

Board of Supervisors Entrada Community Development District **January 17, 2023**

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Entrada Community Development District will be held on **Tuesday**, **January 24**, **2023** at **10:30 a.m.** to be held at the Entrada Amenity Center, 460 Rio San Juan Rd, St Augustine, FL 32084. The following is the agenda for the meeting:

1. 2.		TO ORDER/ROLL CALL IC COMMENT ON AGENDA ITEMS
3.		NESS ADMINISTRATION
-	Α.	Administration of Oath of OfficeTab 1
	B.	Consideration of Resolution 2023-01; Canvassing and
		Certifying the Landowners Election
	C.	Consideration of Resolution 2023-02; Redesignating OfficersTab 3
	D.	Consideration of the Minutes of the Board of Supervisors'
	Ξ.	Meeting held on August 23, 2022Tab 4
	E.	Consideration of the Minutes of the Board of Supervisors'
		Landowner Election held on November 1, 2022Tab 5
	F.	Ratification of Operation and Maintenance Expenditures
		for July through December 2022
	G.	Ratification of Requisitions
	О.	1. Account Series 2021; CR 1-18
4.	STAFI	FREPORTS
	Α.	District Counsel
	B.	District Engineer
	C.	Landscape Report (under separate cover)
	D.	Amenity Manager ReportTab 8
	Ē.	District Manager
5.		IIESS ITEMS
•	A.	Ratification of FY 2023 District Insurance Policy RenewalTab 9
	В.	Consideration of Community Social Meeting & Activities Policies Tab 10
	C.	Consideration of Resolution 2023-03; Amending Records
	.	Retention PolicyTab 11
	D.	Consideration of Hugus Group Sidewalk Repair ProposalTab 12

6. SUPERVISOR REQUESTS AND PUBLIC COMMENTS

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.

Very truly yours,

Melissa Dobbins

Melissa Dobbins

Tab 1

ENTRADA COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS OATH OF OFFICE

I, , A	CITIZEN OF THE STATE OF FLORIDA AND
	RICA, AND BEING EMPLOYED BY OR AN
OFFICER OF ENTRADA COMMU	NITY DEVELOPMENT DISTRICT AND A
RECIPIENT OF PUBLIC FUNDS	AS SUCH EMPLOYEE OR OFFICER, DO
	R AFFIRM THAT I WILL SUPPORT THE
	TATES AND OF THE STATE OF FLORIDA.
Board Supervisor	
1	
ACKNOWLEDGME	NT OF OATH BEING TAKEN
·	
STATE OF FLORIDA	
COUNTY OF ST. JOHNS	
The foregoing oath was administ	ered before me by means of \square physical presence
or \square online notarization this	day of, 20, by, who personally appeared before me, and is
	, who personally appeared before me, and is
personally known to me or has produced	as identification,
and is the person described in and who	took the aforementioned oath as a Member of the
	rada Community Development District and
	he/she took said oath for the purposes therein
expressed.	and the property of the proper
(NOTARY SEAL)	
No	tary Public, State of Florida
Pri	nt Name:
Co	mmission No.:Expires:

Tab 2

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ENTRADA COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Entrada 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 the St Johns County, Florida; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the Entrada Community Development District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on November 01, 2022, the Minutes of which are attached hereto as Exhibit A, and at which the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

<u>Section 1.</u> The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

Anthony Sharp 200 Votes James Teagle 200 Votes John Gislason 100 Votes

<u>Section 2.</u> In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisor, the above-named persons are declared to have been elected for the following terms of office:

Anthony Sharp
James Teagle
John Gislason

4 Year Term in Seat 3
4 Year Term in Seat 4
2 Year Term in Seat 5

<u>Section 3.</u> This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 24th DAY OF JANUARY 2023.

	ENTRADA COMMUNITY DEVELOPMENT DISTRICT
ATTEST:	CHAIRMAN/VICE CHAIRMAN
SECRETARY/ASSISTANT SECRETARY	

Exhibit A

Landowner Minutes will be attached once approved

Tab 3

RESOLUTION 2023-02

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

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

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

1.	The following persons	are elected to the offices shown:	
	Chair		
	Vice Chair		
	Assistant Secretary		
	Secretary		
	Treasurer		
	Assistant Treasurer		
PASS	ED AND ADOPTED t	nis 24th day of January 2023.	
ATTEST:		ENTRADA COMMUN DEVELOPMENT DIS	
Secretary / As	ssistant Secretary	Chairperson, Board of S	upervisors

Tab 4

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board Approved the Minutes of the Special Board of Supervisors Meeting held on May 24, 2022, for the Entrada Community Development District.

48 49

50

FOURTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures for May and June 2022

51 52

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board Ratified the Payment of the Operation and Maintenance Expenditures for May and June 2022 in the amount of \$25,332.84 and June in the amount of \$5,940.00, for the Entrada Community Development District.

5354

FIFTH ORDER OF BUSINESS

Ratification of Acceptance of FY 2021 Final Audit

55 56

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified the acceptance of FY 2021 Final Audit, for the Entrada Community Development District.

57 58

SIXTH ORDER OF BUSINESS

Staff Reports

59 60 61

A. District Counsel No report.

62 63

B. District Engineer

64 65 1.) Ratification of Stormwater Analysis Report

66

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified the Stormwater Analysis Report, for the Entrada Community Development District.

67 68

C. District Manager

69 70 Ms. Dobbins updated the Board that the pond off Camina/Logrono is still blocked by fences, so maintenance is not able to be provided. The HOA is working on the matter to have fences removed and will continue to monitor until resolved.

71 72

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board authorized the Chair to approve the FY 2023 Insurance Policy Proposal in between meetings, for the Entrada Community Development District.

73

74 75

Ratification 77 SEVENTH ORDER OF BUSINESS of Greenpoint Third Addendum Landscape and 78 79 **Maintenance Agreement** 80 81 Ms. Dobbins updated the Board that the amenity center maintenance has been now added to Greenpoint's agreement for an additional \$1,215.83 per month. 82 83 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified the Greenpoint Third Addendum, for the Entrada Community Development District. 84 **EIGHTH ORDER OF BUSINESS** Public Hearing on Rules and Rates 85 86 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board opened the public hearing on Rules and Rates, for the Entrada Community Development District. 87 Audience member had comment on Non-Resident fee. 88 89 Audience member had a request for a site plan and questions on rental fees. 90 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board closed the public hearing on Rules and Rates, for the Entrada Community Development District. 91 92 NINTH ORDER OF BUSINESS Consideration of Resolution 2022-06; Adopting Rules and Rates 93 94 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted Resolution 2022-06; Adopting Rules and Rates, for the Entrada Community Development District. 95 **TENTH ORDER OF BUSINESS Amenity Facilities Policies** 96 97

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Amenity Facilities Policies in substantial form authorizing the Chair to approve in final form, for the Entrada Community Development District.

ELEVENTH ORDER OF BUSINESS

Public Hearing on FY 2023 Budget

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board opened the public hearing on FY 2023 Assessments, for the Entrada Community Development District.

98

Audience had comments on current contracts and concerns with raising assessments. 102 103 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board closed the public hearing on FY 2023 Assessments, for the Entrada Community Development District. 104 TWELFTH ORDER OF BUSINESS Consideration of Resolution 2022-07; 105 **Adopting FY 2023 Budget** 106 107 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted Resolution 2022-07; Adopting FY 2023 Budget, for the Entrada Community Development District. 108 109 THIRTEENTH ORDER OF BUSINESS **Public** Hearing on FY 2023 110 Assessments 111 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board opened the public hearing on FY 2023 Assessments, for the Entrada Community Development District. 112 There were no comments. 113 114 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board closed the public hearing on FY 2023 Assessments, for the Entrada Community Development District. 115 FOURTEENTH ORDER OF BUSINESS Consideration of Resolution 2022-08; 116 **Imposing Special Assessments** 117 118 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted Resolution 2022-08; Imposing Special Assessments, for the Entrada Community Development District. 119 120 FIFTEENTH ORDER OF BUSINESS Consideration of FY 2023 Funding Agreement 121 122 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board accepted the FY 2023 Funding Agreement, for the Entrada Community Development District.

SIXTEENTH ORDER OF BUSINESS Acceptance of First Addendum -126 Contract for Professional District 127 128 Services 129 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board accepted the First Addendum - Contract for Professional District Services, for the Entrada Community Development District. 130 SEVENTEENTH ORDER OF BUSINESS Consideration of Resolution 2022-09; 131 Setting the Date, Time, and Location 132 of FY 2023 Regular Meetings 133 134 135 Ms. Dobbins stated the meeting dates would be the following: October 25, 2022 136 137 January 24, 2023 March 28, 2023 138 139 May 23, 2023 140 July 25, 2023 141 August 22, 2023 at 10:30 a.m. at the Entrada Amenity Center. 142 143 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted Resolution 2022-09, as amended, for the Entrada Community Development District. 144 **EIGHTEENTH ORDER OF BUSINESS** Consideration of First Coast CMS 145 Facility Management Site 146 and Maintenance Proposal 147 148 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the First Coast CMS Facility Management and Site Maintenance Proposal, for the Entrada Community Development District. 149 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board authorized the Chair the approve up to \$6,000.00 for CMS to purchase equipment and supplies for the facility, for the Entrada Community Development District. 150 NINTEENTH ORDER OF BUSINESS Consideration of Resolution 2022-10; 151 Authorizing 2022 Boundary 152 Agreement 153 154

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved Resolution 2022-10; Authorizing 2022 Boundary Agreement, in substantial form, for the Entrada Community Development District.

1	5	5
1	5	6

TWENTYTH ORDER OF BUSINESS

Consideration of Boundary Amendment Funding Agreement

157158

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Boundary Amendment Funding Agreement, for the Entrada Community Development District.

159 160

TWENTYFIRST ORDER OF BUSINESS

Consideration of Temporary Construction and Access Easement (under separate cover)

162163

164

161

Discussion ensued regarding Temporary Construction and Access Easement. See exhibit A.

165 166

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved Temporary Construction and Access Easement in substantial form, for the Entrada Community Development District.

167 168

169

TWENTYSECOND ORDER OF BUSINESS

Consideration of Non-Exclusive, Perpetual Drainage and Access Easement (under separate cover)

170171172

Discussion ensued regarding Non-Exclusive, Perpetual Drainage and Access Easement. See exhibit B.

173174

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved Non-Exclusive, Perpetual Drainage and Access Easement in substantial form, for the Entrada Community Development District.

175176

TWENTYTHIRD ORDER OF BUSINESS

Consideration of Traffic Enforcement Agreement

177178

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board authorized the Chair to work with staff to approve an agreement with the County for traffic enforcement in the District, for the Entrada Community Development District.

179 180

181

TWENTYFOURTH ORDER OF BUSINESS Supervisor Request and Public Comment

182 No supervisors request.

Audience comments on fountains, construction updates mailbox concerns, phase 2 improvements, and election process. TWENTYFIFTH ORDER OF BUSINESS **Adjournment** On a motion by Mr. Teagle, seconded by Mr. Dearing, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 12:01 p.m. at for Entrada Community Development District. Secretary / Assistant Secretary Chairman / Vice Chairman

Exhibit A

Upon recording, this instrument should be returned to:	(This space reserved for Clerk)
Michelle K. Rigoni, Esq. Kutak Rock LLP 107 W. College Ave. Tallahassee, Florida 32301	

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT ("Easement Agreement") is made and entered into this <u>25</u> day of <u>August</u> 2022, by and between ENTRADA 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 ("Grantor" or "District") in favor of D.R. Horton, Inc. – Jacksonville, s Delaware corporation, with local offices located at 4220 Race Track Road, St. Johns, Florida 32259 ("Grantee") (Grantor and Grantee are sometimes together referred to herein as "Parties").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain parcels of real property located in St. Johns County, Florida, within the boundaries of the District, being more particularly described on Exhibit A attached hereto and by this reference incorporated herein ("Easement Area"); and

WHEREAS, Grantee is the owner in fee simple of certain parcels of real property located in St. Johns County, Florida, and adjacent to the Easement Area being more particularly described in Exhibit B attached hereto and incorporated herein ("Benefitted Parcel"); and

WHEREAS, Grantee has requested a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the purpose of constructing certain improvements ("Improvements") in order to allow proper drainage of the Benefitted Parcel in compliance with Grantee's permit conditions and development requirement; and

WHEREAS, Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

- 1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. CONSTRUCTION EASEMENT. Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements in accordance with the plans and permits ("Easement").
- 3. TERM OF EASEMENT. Grantee shall be permitted to use the Easement until such time as construction of the Improvements is complete. It is expressly understood and agreed that the Easement and this Easement Agreement shall terminate in its entirety and be of no further effect at such time as the construction of the Improvements is complete and final approval for the Improvements has been issued by St. Johns County, Florida. It is the intent of the Parties that such termination shall be self-executing and no further instrument shall be required in order to evidence the termination of the Easement and this Easement Agreement; provided, however, that Grantor shall have the right, without the joinder or consent of Grantee, to record evidence of such final St. Johns County approval, thereby causing the termination of the Easement and this Easement Agreement, and Grantee shall cooperate with Grantor in executing a recordable termination instrument requested by Grantor.
- 4. DAMAGE. In the event that the Grantee, its respective employees, agents, assignees, or contractors, in the exercise of the Easement rights granted herein, cause damage to the Easement Area or any of Grantor's or Grantee's improvements located within the Easement Area, or causes damage to Grantor's other property or any improvements located thereon, the Grantee, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to the original condition and grade of such improvement within thirty (30) days after receiving written notice of the occurrence of any such damage. Further, the Grantee shall allow no lien to attach to the Easement Area or any improvements located on said property or Grantor's other property arising out of work performed in the Easement Area. Grantee shall pay or transfer to other security all such liens, claims or demands before any action is brought to enforce the same against the Easement Area or Grantor.
- 5. INSURANCE. Grantee and/or any contractors performing work for Grantee on the Easement Area shall at all times maintain general liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida reasonably acceptable to Grantor, naming Grantor as an additional insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Prior to commencing any work within the Easement Area, Grantee shall furnish Grantor with evidence of such insurance and shall update such evidence upon any renewal thereof.

- INDEMNIFICATION. Grantee agrees, for itself and its successors and 6. assigns, that Grantee shall indemnify, defend and hold harmless the Grantor and its officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against any all liability for damages, obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of this Encroachment and the use of the Easement area, whether in whole or in part by the Grantee, its respective contractors, agents, employees or invitees at any time which the Improvements remain within the Easement area or otherwise resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted to install the Improvements. Further, Grantee, for itself and its successors and assigns agrees to release and hold the Grantor harmless from and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement area by the Grantor, including but not limited to, damage which may occur to the Improvements and/or the infrastructure, which may now or in the future be located within the Easement Area in connection with this Easement.
- 7. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Grantor beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- 8. OBLIGATIONS OF GRANTOR AND GRANTEE. The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. Grantee agrees to leave the Easement Area in a commercially reasonable and acceptable state upon completion of all activities within the Easement Area.
- 9. **DEFAULT.** A default by either party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.
- 10. ENFORCEMENT OF EASEMENT AGREEMENT. In the event that either the Grantor or Grantee seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.
- 11. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing, signed

by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as set forth in the preamble to this Easement Agreement (or to such other place as any party may by notice to the others specify).

- 12. THIRD PARTIES. This Easement Agreement is solely for the benefit of the Parties hereto 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 Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions hereof.
- 13. LIENS. Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of Easement rights hereunder.
- 14. ASSIGNMENT. Grantee may not and shall not assign, transfer or license all or any portion of its rights under this Easement Agreement without the prior written consent of Grantor.
- 15. CONTROLLING LAW. This Easement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.
- 16. PUBLIC RECORDS. Grantee understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.
- 17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.
- 18. BINDING EFFECT. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, subject to Section 14.
- 19. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this Easement Agreement.
- **20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

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

[signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Easement Agreement to be executed as of the day and year first written above.

GRANTOR:

Signed, sealed and delivered in the presence of:

ENTRADA COMMUNITY
DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

By: Robert S. Porter

Its: Chairman, Board of Supervisors

Print Name: Jennier (1051)
Print Name: Obrah Weller

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me ⊠ physical presence or □ online notarization this 36 day of 1, 2022, by Robert S. Porter as Chairman of Entrada Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes.



[notary seal]

Demal INVilence
(Official Notary Signature)
Name: Despont Millive
Personally Known
OR Produced Identification
Type of Identification

[Signature page 1 of 2]

GRANTEE:

Signed, sealed and delivered in the presence of:

Print Name: Jennifer Grosc

DUDYAR SVILLIC Print Name: Debouge & DVILLICE D.R. HORTON, INC. - JACKSONVILLE, a Delaware corporation

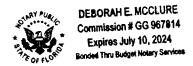
By: John E. Zakoske

Vice President

STATE OF FLORIDA
COUNTY OF STATE OF TOWNS

The foregoing instrument was acknowledged before me physical presence or online notarization this day of August, 2022, by The Indiana as Wee Hesselect of D.R. Horton, Inc. – Jacksonville, on behalf of company.

Its:



[notary seal]

Olympic Official Notary Signature)

Name: About Difference

Personally Known _____

OR Produced Identification _____

Type of Identification _____

Exhibit A Legal Description of Easement Area
Exhibit B Legal Description of Benefitted Parcel

[Signature page 2 of 2]

EXHIBIT A

LEGAL DESCRIPTION OF THE EASEMENT AREA

RIO SAN JUAN ROAD, TRACT U AND TRACT O of Entrada Phase 1 Unit 1, as recorded in the Plat Book 104, Page 86, of the Official Records of St. Johns County, Florida; and

RIO SAN JUAN ROAD and 20' DRAINAGE EASEMENT located along TRACT F of Entrada Phase 1 Unit 2, as recorded in the Plat Book 105, Page 37, of the Official Records of St. Johns County, Florida.

EXHIBIT B

LEGAL DESCRIPTION OF BENEFITTED PARCEL

Legal description for the Benefitted Parcel (St. Johns County Property Appraiser's Parcel ID 1014100010) as appearing in that Special Warranty Deed, dated April 21, 2022, recorded April 25, 2022, in Official Records Book 5544, Page 1174 of the Public Records of St. Johns County, Florida:

BK: 5544 PG: 1176

EXHIBIT "A" (Legal Description of "Townhome" parcel)

PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 01° 05' 02" WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 329.97 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 437, PAGE 404, THENCE NORTH 86° 50' 26" EAST, A DISTANCE OF 644.66 FEET; THENCE NORTH 01° 02' 52" WEST, A DISTANCE OF 329.97 FEET, THENCE SOUTH 86° 49' 56" WEST, A DISTANCE OF 644.70 FEET TO THE NORTHWEST CORNER OF LAST SAID LANDS AND THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 01° 05' 02" WEST ALONG SAID WEST LINE, A DISTANCE OF 653.22 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 88° 43' 52" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 593.65 FEET: THENCE DEPARTING LAST SAID NORTH LINE NORTH 01° 16' 43" WEST, A DISTANCE OF 12.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 20°33'42" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09° 00' 09" EAST, 82.10 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 82.54 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 7°49'09" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15° 22' 25" EAST, 23.18 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 23.20 FEET; THENCE NORTH 85° 55' 02" WEST, A DISTANCE OF 8.66 FEET; THENCE NORTH 40° 19' 43" WEST, A DISTANCE OF 55.15 FEET, THENCE NORTH 02° 18' 39" EAST, A DISTANCE OF 9.96 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1280 28 FEET, A CENTRAL ANGLE OF 7°07'29" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84° 06' 51" EAST, 159.10 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 159.20 FEET; THENCE SOUTH 09° 36' 28" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 52° 24' 03" WEST, A DISTANCE OF 55.38 FEET; THENCE NORTH 82° 28' 46" WEST, A DISTANCE OF 8.97 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 9º16'35" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 14° 38' 42" WEST, 37.20 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ARC LENGTH OF 37.24 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 20°33'42" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09° 00' 09" WEST, 60.68 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.01 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01° 16' 43" EAST, A DISTANCE OF 12.11 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 88° 43' 52" EAST ALONG LAST SAID NORTH LINE, A DISTANCE OF 98.05 FEET TO THE NORTH WEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 861, PAGE 344; THENCE SOUTH 01° 13' 46" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 468.40 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 88° 43' 31" EAST, ALONG THE SOUTH LINE OF LAST SAID LANDS TO AND ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 861, PAGE 352 OF SAID COUNTY, A DISTANCE OF 956,06 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL

BK: 5544 PG: 1177

RECORDS BOOK 1696, PAGE 745 OF SAID COUNTY; THENCE NORTH 00° 56' 10" WEST, ALONG THE WEST LINE OF LAST SAID LANDS, A DISTANCE OF 183.07 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6, PAGE 404 OF SAID COUNTY; THENCE NORTH 88° 43' 29" EAST, ALONG THE SOUTH LINE OF LAST SAID LANDS, A DISTANCE OF 2.54 FEET; THENCE NORTH 00° 56' 03" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 6.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 42°51'52" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22° 19' 00" WEST, 54.81 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 56.11 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 58°13'27" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14° 38' 05" WEST, 121.63 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 127.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 69°19'59" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19° 56' 40" WEST, 28.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.25 FEET; THENCE SOUTH 54° 01' 49" EAST, A DISTANCE OF 92.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 19°47'06" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57° 20' 32" WEST, 8.59 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 8.63 FEET; THENCE SOUTH 54° 11' 00" EAST, A DISTANCE OF 100.13 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 13°11'05" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47° 30' 00" EAST, 41.33 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 41.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 40° 54' 27" EAST, A DISTANCE OF 40.91 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 378.00 FEET, A CENTRAL ANGLE OF 4°26'10" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43° 07' 31" EAST, 29.26 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 29.27 FEET TO A POINT ON THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 6, PAGE 404; THENCE NORTH 88° 43' 29" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 28.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 358.00 FEET, A CENTRAL ANGLE OF 11°14'48" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54° 09' 09" EAST, 70.16 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 70.27 FEET; THENCE SOUTH 30° 13' 26" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 09° 24' 43" EAST, A DISTANCE OF 66.97 FEET; THENCE SOUTH 53° 36' 22" EAST, A DISTANCE OF 19.53 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 207, (A VARIABLE WIDTH RIGHT-OF-WAY), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 78050-2516; THENCE THE FOLLOWING NINE (9) COURSES AND DISTANCES ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE; COURSE NO. 1: SOUTH 36° 19' 47" WEST, 26.17 FEFT; COURSE NO. 2 :SOUTH 59° 09' 10" EAST, 4.30 FEET; COURSE NO. 3: SOUTH 35° 04' 25" WEST, 27.84 FEET; COURSE NO. 4: SOUTH 36° 23' 47" WEST, 272.22 FEET; COURSE NO. 5: NORTH 53° 35' 22" WEST, 5.03 FEET, COURSE NO. 6: SOUTH 36° 15' 56" WEST, 313.32 FEET, COURSE NO. 7: SOUTH 01° 00' 55" EAST, 8.33 FEET; COURSE NO. 8: SOUTH 36° 19' 05" WEST, 469.47 FEET; COURSE NO. 9: SOUTH 89° 07' 16" WEST, 13.03 FEET TO A POINT ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 333, PAGE 69 OF SAID COUNTY; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES

BK: 5544 PG: 1178

ALONG THE EASTERLY, NORTHERLY, AND WESTERLY PROJECTION OF THE NORTHERLY LINE OF EAST SAID LANDS, COURSE NO. 1: NORTH 00° 06' 45" EAST, 313.05 FEET, COURSE NO. 2: SOUTH 89° 07' 12" WEST, 417.52 FEET; COURSE NO. 3: SOUTH 00° 01' 56" WEST 321.54 FLIT TO A POINT ON THE SOUTH LINE OF SAID SECTION 34; THENCE SOUTH 88° 51' 48" WEST ALONG THE SOUTH LINE OF SAID SECTION 34. A DISTANCE OF 872.61 FEET TO THE POINT OF BEGINNING, LANDS THUS DESCRIBED CONTAIN 33.40 ACRES. MORE OR LESS

LESS AND EXCEPT THE FOLLOWING PARCEL:

BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34: THENCE NORTH 88° 5.1′ 48″ FAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 872 61 FEET; THENCE NORTH 00° 01′ 56″ EAST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 32′ 54 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE SOUTH 89° 07' 12" WEST, A DISTANCE OF 53.88 FEET; THENCE NORTH 01° 02' 52" WEST. A DISTANCE OF 524 86 FEET TO A POINT ON THE SOUTH LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 861, PAGE 344. THENCE NORTH 88° 43' 31" EAST, ALONG THE SOUTH LINE OF LAST SAID LANDS TO AND ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 861, PAGE 352 OF SAID COUNTY, A DISTANCE OF 883.68 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1696. PAGE 745 OF SAID COUNTY; THENCE NORTH 00° 56' 10" WEST, ALONG THE WEST LINE OF LAST SAID LANDS, A DISTANCE OF 183.07 FFET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6, PAGE 404 OF SAID COUNTY, THENCE NORTH 88° 43' 29" EAST, ALONG THE SOUTH LINE OF LAST SAID LANDS, A DISTANCE OF 2.54 FEET; THENCE NORTH 00° 56' 03" WEST, DEPARTING SAID SOUTH LINE. A DISTANCE OF 6.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 42°51'52" AND BFING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22° 19' 00" WEST, 54.81 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 56.11 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 58°13'27" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14° 38' 05" WEST, 121.63 FEET: THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 127.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 69°19'59" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19° 56' 40" WEST, 28.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.25 FEET: THENCE SOUTH 54° 01' 49" EAST, A DISTANCE OF 92.70 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 19°47'06" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57° 20' 32" WEST, 8.59 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 8.63 FEET; THENCE SOUTH 54° 11' 00' EAST, A DISTANCE OF 100.13 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 13°11'05" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47" 30' 00" EAST, 41.33 FEET; THENCE SOUTHLASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 41.42 FEET TO A POINT OF TANGENCY: THENCE SOUTH 40° 54' 27" EAST, A DISTANCE OF 40.91 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE

BK: 5544 PG: 1179

NORTHEASTERLY AND HAVING A RADIUS OF 378.00 FEET, A CLNTRAL ANGLE OF 4°26′40″ AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43° 07' 31" EAST, 29.26 FEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 29.27 FEET TO A POINT ON THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 6, PAGE 404: THENCE NORTH 88° 43' 29" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 28.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 358.00 FEET, A CENTRAL ANGLE OF 11°14'48" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54° 09' 09" EAST, 70.16 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 70.27 FEET; THENCE SOUTH 30° 13' 26" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 09° 24' 43° EAST, A DISTANCE OF 66.97 FEET, THENCE SOUTH 53° 36' 22" EAST, A DISTANCE OF 19.53 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 207, (A VARIABLE WIDTH RIGHT OF-WAY). AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 78050-2516, THENCE THE FOLLOWING NINE (9) COURSES AND DISTANCES ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE; COURSE NO. 1: SOUTH 36° 19' 47" WEST, 26.17 FEET; COURSE NO. 2 :SOUTH 59° 09' 10" EAST, 4:30 FEET; COURSE NO. 3: SOUTH 35° 04' 25" WEST, 27.84 FEET; COURSE NO. 4; SOUTH 36° 23' 47" WEST, 272.22 FEET, COURSE NO. 5; NORTH 53° 35' 22" WEST, 5.03 FEET; COURSE NO. 6: SOUTH 36° 15' 56" WEST, 313.32 FEET; COURSE NO. 7: SOUTH 01° 00' 55" EAST, 8.33 FEET; COURSE NO. 8 SOUTH 36° 19' 05" WEST, 469 47 FEET; COURSE NO. 9: SOUTH 89° 07" 16" WEST, 13.03 FEET TO A POINT ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 333, PAGE 69 OF SAID COUNTY; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE EASTERLY, NORTHERLY, AND WESTERLY PROJECTION OF THE NORTHERLY LINE OF LAST SAID LANDS, COURSE NO. 1: NORTH 00° 06' 45" EAST, 313 05 FEET; COURSE NO. 2: SOUTH 89° 07' 12" WEST, 417.52 FEET TO THE POINT OF BEGINNING:

Together with the appurtenant easement(s) described in Non-Exclusive Drainage Easement recorded in Official Records Book 4665, page 1104, of the public records of St. Johns County, Florida.

Together with the appurtenant easement(s) described in Access Fasement Agreement recorded in Official Records Book 4665, page 1111, of the public records of St. Johns County, Florida.

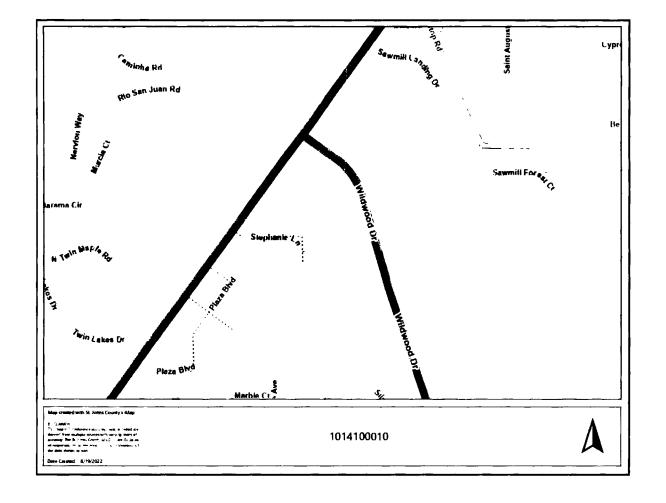


Exhibit B

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Michelle K. Rigoni, Esq. Kutak Rock LLP 107 W. College Ave. Tallahassee, Florida 32301

AGREEMENT GRANTING NON-EXCLUSIVE, PERPETUAL DRAINAGE, ACCESS AND MAINTENANCE EASEMENT

This AGREEMENT GRANTING NON-EXCLUSIVE, PERPETUAL DRAINAGE, ACCESS AND MAINTENANCE EASEMENT ("Agreement") is made and entered into this <u>25</u> day of August , 2022, by and between:

ENTRADA 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 ("Grantor" or "District"); and

D.R. HORTON, INC. – JACKSONVILLE, a Delaware corporation, with local offices located at 4220 Race Track Road, St. Johns, Florida 32259 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain parcels of real property located in St. Johns County, Florida, within the boundaries of the District, being more particularly described in **Exhibit A** attached hereto and incorporated herein ("**Easement Area**"); and

WHEREAS, Grantee is the owner in fee simple of certain parcels of real property located in St. Johns County, Florida, and adjacent to the Easement Area being more particularly described in **Exhibit B** attached hereto and incorporated herein ("Benefitted Parcel"); and

WHEREAS, Grantee has requested, and Grantor has granted, that Temporary Construction and Access Easement Agreement dated <u>August</u> <u>25</u>, 2022, and recorded in the Official Records Book 5635, Page 1480 of the Public Records of St. Johns County, Florida, for the purpose of constructing certain improvements ("Improvements") in order to allow proper drainage of the Benefitted Parcel in compliance with Grantee's permit conditions and development requirements; and

WHEREAS, Grantee has requested a non-exclusive, perpetual drainage, access and maintenance easement on, upon, over, under, across, and through the Easement Area for the Improvements in order to allow proper drainage, continued access, and proper operation and maintenance of the same upon completion of construction of such Improvements; and

WHEREAS, Grantor and the Grantee acknowledge that use of the Easement Area is necessary for the Grantee to carry out its construction obligations; and

WHEREAS, Grantor accordingly desires to grant to the Grantee a perpetual, non-exclusive drainage, access and maintenance easement over the Easement Area in order to allow the Grantee to access and drain into the Easement Area as well as operate and maintain the Improvements located therein.

Now, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this easement.
- 2. Grant of Easement. Grantor hereby grants to the Grantee, its successors, and assigns, a perpetual, non-exclusive easement for Grantee's discharge, drainage, detention and retention of surface, storm, and run-off water from the Benefitted Parcels on, over, under, through and across the Easement Area and collect in those certain stormwater and drainage pipes, conduits, drop inlets, retention ponds and water storage basins, and appurtenant pipes, filters and facilities and related drainage and retention improvements located on the Easement Area as such facilities are depicted on the applicable permits, drawings and site plans (collectively, "Drainage Facilities"). Further, Grantor hereby grants to the Grantee, its successors, and assigns, a perpetual, non-exclusive easement upon, over and across that portion of the Easement Area for access, ingress and egress for the benefit of the Benefitted Parcels and the District (collectively, "Easement"). Grantee shall not alter or permit to be altered the surface grade of the Easement Area which would materially increase the flow of surface water onto the Easement Area or adversely affect the Drainage Facilities.
- 3. GRANTEE'S MAINTENANCE OBLIGATIONS. Grantee shall have the following responsibilities as a condition of the Grantor's consent to Grantee' installation, operation and maintenance of the Improvements in the Easement Area. Specifically, Grantee shall:
- a. be fully responsible for the operation and maintenance of the Improvements;
- b. obtain and retain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by St. Johns County, the St. Johns River Water Management District, and other permitting or regulatory authorities, as applicable, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the installation of Improvements.
- c. ensure that the operation and maintenance of the Improvements are conducted in compliance with all applicable laws, rules, ordinances and codes.
- d. ensure that the operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such

damage, Grantee shall immediately repair the damage or compensate the District for such damage and repairs, at the District's option;

- e. ensure that Grantee' exercise of the Easement rights granted hereunder does not interfere with the District's rights to the Easement Area. The Improvements shall be maintained in such a manner as to not impede the drainage of surface water. Grantee shall be responsible for locating and identifying any of District's stormwater improvements and/or utilities located in the Easement Area, if any;
- f. ensure that the District has free access to and from the stormwater management system, including allowing access through the Improvements, for the District to operate, maintain and repair its improvements located within the Easement Area, as needed;
- g. continue to operate, maintain and repair the Improvements, in good and working condition; and
- h. keep the Easement Area free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Grantee' exercise of rights under this Agreement, and Grantee shall immediately discharge any such claim or lien.
- 4. DAMAGE. In the event that the Grantee, its respective employees, agents, assignees, or contractors, in the exercise of the Easement rights granted herein, cause damage to the Easement Area or any of Grantor's or Grantee's improvements located within the Easement Area, or causes damage to Grantor's other property or any improvements located thereon, the Grantee, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to the original condition and grade of such improvement within thirty (30) days after receiving written notice of the occurrence of any such damage. Further, the Grantee shall allow no lien to attach to the Easement Area or any improvements located on said property or Grantor's other property arising out of work performed in the Easement Area. Grantee shall pay or transfer to other security all such liens, claims or demands before any action is brought to enforce the same against the Easement Area or Grantor.
- 5. INCONSISTENT USE. Grantor agrees and covenants that it shall not grant or exercise any rights in the Easement Area inconsistent with, or which interfere with, the rights herein accorded to the District.
- **6. NON-INTERFERENCE.** Grantee shall not unreasonably interfere with the right of ingress or egress of Grantor, its successors and assigns, or any other party requiring access to the Easement Area or to any property abutting the Easement Area.
- 7. INDEMNIFICATION. Grantee agrees, for itself and its successors and assigns, that Grantee shall indemnify, defend and hold harmless the Grantor and its officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against any all liability for damages, obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of this Encroachment and the use of the Easement area, whether in whole or in part by the Grantee, its

respective contractors, agents, employees or invitees at any time which the Improvements remain within the Easement area or otherwise resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted to install the Improvements. Further, Grantee, for itself and its successors and assigns agrees to release and hold the Grantor harmless from and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement area by the Grantor, including but not limited to, damage which may occur to the Improvements and/or the infrastructure, which may now or in the future be located within the Easement Area in connection with this Easement.

- 8. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Grantor beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- 9. **DEFAULT.** A default by any party under this Easement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.
- 10. Enforcement of Agreement. In the event that either party seeks to enforce this Easement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.
- 11. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express overnight courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

a. If to the District: Entrada Community Development District

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614 Attn: District Manager

With a copy to: Kutak Rock LLP

107 W. College Avenue Tallahassee, Florida 32301 Attn: Katie S. Buchanan

b. If to the Grantee: D.R. Horton, Inc. – Jacksonville

4220 Race Track Road

St. Johns, Florida 32259 Attn: Mark C. Dearing

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 Grantor may deliver Notice on behalf of the District and Grantor.

- 11. THIRD PARTIES. This Easement is solely for the benefit of the formal parties hereto, 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 Easement. Nothing in this Easement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Easement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Easement against any interfering third party. Nothing contained in this Easement shall limit or impair the District's right to protect its rights from interference by a third party.
- 12. ASSIGNMENT. Neither party may assign, transfer or license all or any portion of its rights under this Easement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, the Grantor may assign its rights, duties, and obligations under this agreement to the applicable homeowners' or property owners' association without the District's consent. Notice of any such assignment shall be provided to the District in writing within five (5) business days of such assignment.
- 13. CONTROLLING LAW; VENUE. This Easement shall be construed, interpreted and controlled according to the laws of the State of Florida. The exclusive venue for any litigation arising out of this Easement shall be in a court of appropriate jurisdiction, in and for St. Johns County, Florida.
- 14. PUBLIC RECORDS. Grantee understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Easement are public records and are to be treated as such in accordance with Florida law.
- 15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement shall not affect the validity or enforceability of the remaining portions of this Easement, or any part of this Easement not held to be invalid or unenforceable.
- 16. COVENANTS RUN WITH THE LAND. This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent Grantees of any portions of the property described herein and all persons claiming under them. Whenever the word "Grantee" is used herein, it shall be deemed to mean the current Grantee of the Property and its successors and assigns. Upon the

sale of the Property, the Grantee shall advise the subsequent Grantee of the terms and conditions of this Agreement.

- 17. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.
- **18. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Easement may be made only by an instrument in writing which is executed by all parties hereto.
- 19. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement.
- 20. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute 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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

ENTRADA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

By: Robert S. Porter

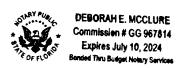
Its: Chairman, Board of Supervisors

Print Name: Jennier Grose

Print Name: Delsomh MMII ve

STATE OF FLORIDA
COUNTY OF Stows

The foregoing instrument was acknowledged before me physical presence or □ online notarization this day of fugust, 2022, by Robert S. Porter as Chairman of Entrada Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes.



[notary seal]

10lemal a Molleco
(Official Notary Signature)
Name: Deborah E Millice
Personally Known
OR Produced Identification
Type of Identification

[Signature page 1 of 2]

GRANTEE:

Signed, sealed and delivered	
in the presence of:	D.R. HORTON, INC JACKSONVILLE,
Serumites Home	a Delaware corporation John E. Zakoske
Pfin Name: <u>Jehnter Grose</u>	Its: Vice President
Print Name: Delows 1 Million	

STATE OF FLORIDA COUNTY OF 5+ DWS

The foregoing instrument was acknowledged before me to physical presence or online notarization this 25 day of August, 2022, by Down E Zalosto as We Herself of D.R. Horton, Inc. – Jacksonville, on behalf of company.

[notary seal]

Welmald Millic
(Official Notary Signature)
Name: Depopul F. Millere
Personally Known
OR Produced Identification
Type of Identification

Exhibit A Legal Description of Easement Area
Exhibit B Legal Description of Benefitted Parcel

[Signature page 2 of 2]

EXHIBIT A

LEGAL DESCRIPTION OF THE EASEMENT AREA

RIO SAN JUAN ROAD, TRACT U AND TRACT O of Entrada Phase 1 Unit 1, as recorded in the Plat Book 104, Page 86, of the Official Records of St. Johns County, Florida; and

RIO SAN JUAN ROAD and **20' DRAINAGE EASEMENT** located along **TRACT F** of Entrada Phase 1 Unit 2, as recorded in the Plat Book 105, Page 37, of the Official Records of St. Johns County, Florida.

EXHIBIT B

LEGAL DESCRIPTION OF BENEFITTED PARCEL

Legal description for the Benefitted Parcel (St. Johns County Property Appraiser's Parcel ID 1014100010) as appearing in that Special Warranty Deed, dated April 21, 2022, recorded April 25, 2022, in Official Records Book 5544, Page 1174 of the Public Records of St. Johns County, Florida:

BK: 5544 PG: 1176

EXHIBIT "A" (Legal Description of "Townhome" parcel)

PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 01° 05' 02" WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 329.97 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 437, PAGE 404; THENCE NORTH 86° 50' 26" EAST, A DISTANCE OF 644.66 FEET; THENCE NORTH 01° 02' 52" WEST, A DISTANCE OF 329.97 FEET; THENCE SOUTH 86° 49' 56" WEST, A DISTANCE OF 644.70 FEET TO THE NORTHWEST CORNER OF LAST SAID LANDS AND THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 01° 05' 02" WEST ALONG SAID WEST LINE, A DISTANCE OF 653.22 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 88° 43' 52" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHFAST 1/4, A DISTANCE OF 593.65 FEET; THENCE DEPARTING LAST SAID NORTH LINE NORTH 01° 16' 43" WEST, A DISTANCE OF 12.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 20°33'42" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09° 00' 09" EAST, 82.10 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 82.54 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 7°49'09" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15° 22' 25" EAST, 23.18 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 23.20 FEET; THENCE NORTH 85° 55' 02" WEST, A DISTANCE OF 8.66 FEET; THENCE NORTH 40° 19' 43" WEST, A DISTANCE OF 55.15 FEET; THENCE NORTH 02° 18' 39" EAST, A DISTANCE OF 9.96 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1280 28 FEET, A CENTRAL ANGLE OF 7°07'29" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84° 06' 51" EAST, 159.10 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 159.20 FEET; THENCE SOUTH 09° 36' 28" WEST, A DISTANCE OF 10.00 FEET, THENCE SOUTH 52° 24' 03" WEST, A DISTANCE OF 55.38 FEET; THENCE NORTH 82° 28' 46" WEST, A DISTANCE OF 8.97 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 9"16"35" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 14° 38' 42" WEST, 37.20 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ARC LENGTH OF 37.24 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 20°33'42" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09° 00' 09" WEST, 60.68 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.01 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01° 16' 43" EAST, A DISTANCE OF 12.11 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 88° 43' 52" EAST ALONG LAST SAID NORTH LINE, A DISTANCE OF 98.05 FEET TO THE NORTH WEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 861, PAGE 344; THENCE SOUTH 01° 13' 46" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 468.40 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 88° 43' 31" EAST, ALONG THE SOUTH LINE OF LAST SAID LANDS TO AND ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 861, PAGE 352 OF SAID COUNTY, A DISTANCE OF 956.06 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL

BK: 5544 PG: 1177

RECORDS BOOK 1696, PAGE 745 OF SAID COUNTY: THENCE NORTH 00° 56' 10" WEST, ALONG THE WEST LINE OF LAST SAID LANDS, A DISTANCE OF 183.07 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6, PAGE 404 OF SAID COUNTY; THENCE NORTH 88° 43' 29" EAST, ALONG THE SOUTH LINE OF LAST SAID LANDS, A DISTANCE OF 2.54 FEET, THENCE NORTH 00° 56' 03" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 6.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 42°51'52" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22° 19'00" WEST, 54.81 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 56.11 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 58°13"27" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14° 38' 05" WEST. 121.63 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 127.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 69°19'59" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19° 56' 40" WEST, 28.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.25 FEET. THENCE SOUTH 54° 01' 49" EAST, A DISTANCE OF 92.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 19°47'06" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57° 20' 32" WEST, 8.59 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 8.63 FEET; THENCE SOUTH 54° 11' 00" EAST, A DISTANCE OF 100.13 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 13°11'05" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47° 30' 00" EAST, 41.33 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 41.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 40° 54' 27" EAST, A DISTANCE OF 40.91 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 378.00 FEET, A CENTRAL ANGLE OF 4°26'10" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43° 07' 31" EAST, 29.26 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 29.27 FEET TO A POINT ON THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 6, PAGE 404, THENCE NORTH 88° 43' 29" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 28.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 358.00 FEET, A CENTRAL ANGLE OF 11°14'48" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54° 09' 09" EAST, 70.16 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 70.27 FEET; THENCE SOUTH 30° 13' 26" WEST, A DISTANCE OF 20:00 FEET; THENCE SOUTH 09° 24' 43" EAST, A DISTANCE OF 66.97 FEET, THENCE SOUTH 53° 36' 22" EAST, A DISTANCE OF 19.53 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 207, (A VARIABLE WIDTH RIGHT-OF-WAY), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 78050-2516; THENCE THE FOLLOWING NINE (9) COURSES AND DISTANCES ALONG SAID NORTHWESTERLY RIGIT-OF-WAY LINE; COURSE NO. 1: SOUTH 36° 19' 47" WEST. 26.17 FEFT; COURSE NO. 2 :SOUTH 59° 09' 10" EAST, 4.30 FEET; COURSE NO. 3: SOUTH 35° 04' 25" WEST, 27.84 FEET; COURSE NO. 4: SOUTH 36° 23' 47" WEST, 272.22 FEET; COURSE NO. 5: NORTH 53° 35' 22" WEST, 5.03 FEET, COURSE NO. 6: SOUTH 36° 15' 56" WEST, 313.32 FEET, COURSE NO. 7: SOUTH 01° 00' 55" EAST, 8.33 FEET; COURSE NO. 8: SOUTH 36" 19' 05" WEST. 469.47 FEET; COURSE NO. 9: SOUTH 89° 07' 16" WEST, 13.03 FEET TO A POINT ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 333, PAGE 69 OF SAID COUNTY: THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES

BK: 5544 PG: 1178

ALONG THE EASTERLY, NORTHERLY, AND WESTERLY PROJECTION OF THE NORTHERLY LINE OF LAST SAID LANDS: COURSE NO. 1: NORTH 00° 06' 45" EAST, 313.05 FEET: COURSE NO. 2: SOUTH 89° 07' 12" WEST, 417.52 FEET; COURSE NO. 3: SOUTH 00° 01' 56" WEST. 321.54 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 34; THENCE SOUTH 88° 51' 48" WEST ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 872.61 FEET TO THE POINT OF BEGINNING, LANDS THUS DESCRIBED CONTAIN 33,40 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING PARCEL:
BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34: THENCE NORTH 88° 51' 48" EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF \$72.61 FEET; THENCE NORTH 00° 01' 56" EAST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 321.54 FEET TO THE POINT OF BEGINNING.

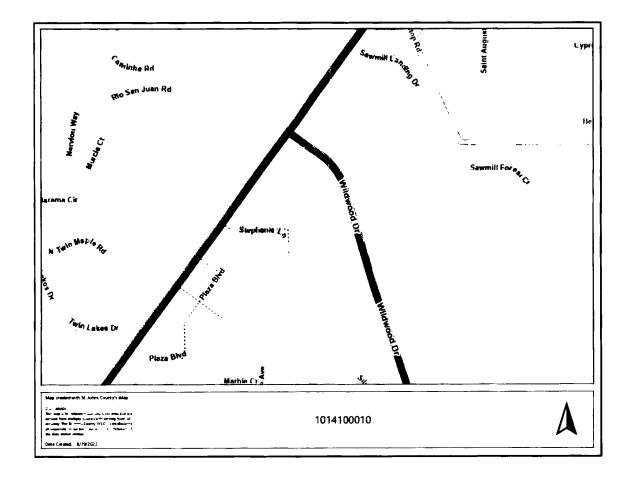
FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE SOUTH 89° 07' 12" WEST, A DISTANCE OF 53.88 FEET; THENCE NORTH 01° 02' 52" WEST, A DISTANCE OF 524.86 FEET TO A POINT ON THE SOUTH LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 861, PAGE 344; THENCE NORTH 88° 43' 31" EAST, ALONG THE SOUTH LINE OF LAST SAID LANDS TO AND ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 861, PAGE 352 OF SAID COUNTY, A DISTANCE OF 883.68 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1696, PAGE 745 OF SAID COUNTY: THENCE NORTH 00° 56' 10" WEST, ALONG THE WEST LINE OF LAST SAID LANDS, A DISTANCE OF 183.07 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6, PAGE 404 OF SAID COUNTY; THENCE NORTH 88° 43' 29" EAST, ALONG THE SOUTH LINE OF LAST SAID LANDS, A DISTANCE OF 2.54 FEET; THENCE NORTH 00° 56' 03" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 6.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 42°51'52" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22° 19' 00" WEST, 54.81 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 56.11 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 58°13'27" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14° 38' 05" WEST, 121.63 FEET: THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 127.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 69°19'59" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19° 56' 40" WEST, 28.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.25 FEET; THENCE SOUTH 54° 01' 49" EAST, A DISTANCE OF 92.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 19°47'06" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57° 20' 32" WEST, 8.59 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 8.63 FEET, THENCE SOUTH 54° 11' 00' EAST, A DISTANCE OF 100.13 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 13°11'05" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47° 30' 00" EAST, 41.33 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 41.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 40° 54' 27" EAST. A DISTANCE OF 4091 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE

BK: 5544 PG: 1179

NORTHEASTERLY AND HAVING A RADIUS OF 378.00 FEET, A CENTRAL ANGLE OF 4°26′40″ AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43° 07' 31" EAST, 29.26 FEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 29.27 FEET TO A POINT ON THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 6, PAGE 404: THENCE NORTH 88° 43' 29" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 28.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 358.00 FEET, A CENTRAL ANGLE OF 11°14'48" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54° 09' 09" EAST, 70.16 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 70.27 FEET; THENCE SOUTH 30° 13' 26" WEST, A DISTANCE OF 20.00 FEET: THENCE SOUTH 09° 24' 43" EAST, A DISTANCE OF 66.97 FEET; THENCE SOUTH 53° 36' 22" EAST, A DISTANCE OF 19.53 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 207, (A VARIABLE WIDTH RIGHT OF-WAY). AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 78050-2516; THENCE THE FOLLOWING NINE (9) COURSES AND DISTANCES ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE; COURSE NO. 1: SOUTH 36° 19' 47" WEST, 26.17 FEET; COURSE NO. 2 :SOUTH 59° 09' 10" EAST, 4:30 FEET; COURSE NO. 3: SOUTH 35° 04' 25" WEST, 27.84 FEET; COURSE NO. 4: SOUTH 36° 23' 47" WEST, 272.22 FEET, COURSE NO. 5: NORTH 53" 35' 22" WEST, 5.03 FEET; COURSE NO. 6: SOUTH 36" 15' 56" WEST, 313 32 FEET; COURSE NO. 7: SOUTH 01° 00' 55" EAST, 8.33 FEET; COURSE NO. 8 SOUTH 36° 19' 05" WEST, 469 47 FEET; COURSE NO. 9: SOUTH 89° 07' 16" WEST, 13.03 FEET TO A POINT ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 333, PAGE 69 OF SAID COUNTY; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE EASTERLY, NORTHERLY, AND WESTERLY PROJECTION OF THE NORTHERLY LINE OF LAST SAID LANDS, COURSE NO. 1: NORTH 00° 06' 45" EAST, 313 05 FEET: COURSE NO. 2: SOUTH 89" 07' 12" WEST, 417.52 FEET TO THE POINT OF BEGINNING:

Together with the appurtenant easement(s) described in Non-Exclusive Drainage Easement recorded in Official Records Book 4665, page 1104, of the public records of St. Johns County, Florida.

Together with the appurtenant easement(s) described in Access Fasement Agreement recorded in Official Records Book 4665, page 1111, of the public records of St. Johns County, Florida



Tab 5

MINUTES OF MEETING

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

ENTRADA COMMUNITY DEVELOPMENT DISTRICT

The Landowner Election meeting of the Entrada Community Development District was held on November 1, 2022 at 2:00 p.m. at the Entrada Amenity Center located at 460 Rio San Juan Rd., St. Augustine, FL 32084.

FIRST ORDER OF BUSINESS Call to Order

6 Present

Mark Dearing **Designated Proxy Holder**

O Also present were:

Melissa Dobbins

Tony Shiver

District Manager, Rizzetta & Company.

Amenity Manager, First Coast CMS

Katie Buchanan District Counsel, Kutak Rock (via speaker phone)

No Audience Present

Ms. Dobbins called the meeting to order at 2:00 p.m.

SECOND ORDER OF BUSINESS

Election of Chairman for the Purpose of Conducting the Landowner Election

Ms. Dobbins was designated as the Chairman for the election.

THIRD ORDER OF BUSINESS

Determination of Number of Voting Units
Represented

Ms. Dobbins stated that she received one proxy from D.R. Horton, Inc., Jacksonville representing five hundred and sixty-three (563) voting units naming Mark Dearing as designated proxy holder acting on behalf of DR Horton – Jacksonville.

ENTRADA COMMUNITY DEVELOPMENT DISTRICT November 1, 2022 Minutes of Election Page 2

49 50 51	FOURTH ORDER OF BUSINESS	Nominations of Position of Supervisors
52 53 54	Ms. Dobbins asked for a call for nominations. and John Gislason.	The nominations were Anthony Sharp, James Teagle
55 56	FIFTH ORDER OF BUSINESS	Casting of Ballots
57 58	Ms. Dobbins stated that she received 1 (one)	ballot.
59 60 61	SIXTH ORDER OF BUSINESS	Final Tabulation of Ballots and Announcement of Candidates
62 63 64 65		ollows: Anthony Sharp received two hundred (200) votes and John Gislason with one hundred (100)
66 67 68	As a result of these votes Anthony Sharp will year term and John Gislason will receive a two	receive a four (4) year term, James Teagle a four (4) o (2) year term.
69 70	SEVENTH ORDER OF BUSINESS	Adjournment
71 72 73 74 75 76	Ms. Dobbins stated there was no other busine meeting at 2:02 p.m.	ss to come before the Landowners and adjourned the
78	Secretary/Assistant Secretary	Chairman/Vice Chairman

Tab 6

ENTRADA COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · St Augustine, Fl 32084</u> <u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> <u>www.rizzetta.com</u>

Operation and Maintenance Expenditures July 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2022 through July 31, 2022. This does not include expenditures previously approved by the Board.

\$30,718.66

Approval of Expenditures:

_____ Chairperson

____ Vice Chairperson

Assistant Secretary

The total items being presented:

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

Vendor Name	Check #	Invoice Number	Invoice Description	Invoi	ce Amount
Dunn & Associates, Inc	1143	22-433	Stormwater Engineering Services 06/21	\$	3,500.00
First Coast Contract Maintenance Service dba First Coast CMS	1148	6774	Fountain Maintenance 07/22	\$	385.00
Florida Power & Light Co	20220705	04904-35146 05/22- 06/22	04904-35146 05/22-06/22	\$	1,505.45
Florida Power & Light Co	20220725	04904-35146 06/22- 07/22	04904-35146 06/22-07/22	\$	1,505.45
Florida Power & Light Co	20220701	05826-62086 6/22	05826-62086 6/22 #FNTN	\$	206.42
Florida Power & Light Co	20220725	05826-62086 7/22	05826-62086 7/22 #FNTN	\$	222.40
Florida Power & Light Co	20220705-1	17661-02493 5/22 - 06/22	17661-02493 5/22 - 06/22	\$	907.33
Florida Power & Light Co	20220725	17661-02493 6/22 - 07/22	17661-02493 06/22 - 07/22	\$	853.35
Florida Power & Light Co	20220701-1	47675-91003 6/22	47675-91003 6/22 #FNTN	\$	403.81
Florida Power & Light Co	20220725	47675-91003 7/22	47675-91003 7/22 #FNTN	\$	437.87
Greenpoint, Inc	1144	13928	Landscape Maintenance 6/22	\$	5,953.00
Greenpoint, Inc	1151	14737	Landscape Maintenance 7/22	\$	5,953.00

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

Vendor Name	Check #	Invoice Number	Invoice Description	Invoi	ce Amount
Innersync Studio, Ltd dba Campus Suite	1146	20553	Website & Compliance Services – Q4 FY20/21	\$	384.38
Kutak Rock, LLP	1147	3068609	Legal Services 05/22	\$	2,287.80
Rizzetta & Company, Inc.	1145	INV000069355	District Management Fees 7/22	\$	4,100.00
Rizzetta & Company, Inc.	1152	INV0000069931	Mass Mailing - Assessment Budget Notice FYE 22/23	\$	489.36
St Johns County Utility Department	1149	584099-142230 06/22	Uiility Bill for Entry Fountain Under DR Horton Inc.	\$	434.10
St Johns County Utility Department	1153	589849-142230 0622	589849-142230 06/16/22 to 07/12/22	\$	439.94
The Lake Doctors, Inc	1150	673023	Monthly Water Management Service 7/22	\$	750.00

30,718.66

Report Total

ENTRADA COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · St Augustine, Fl 32084</u> <u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> www.entradacdd.com

Operation and Maintenance Expenditures August 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2022 through August 31, 2022. This does not include expenditures previously approved by the Board.

Approval of Expenditures:

_____ Chairperson

____ Vice Chairperson

Assistant Secretary

The total items being presented: \$17,053.71

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

Vendor Name	Check #	Invoice Number	Invoice Description	Invo	ice Amount
Anthony K. Sharp	100006	AS082322	Board of Supervisors Meeting 08/23/22	\$	200.00
AT&T	100004	321649284	Monthly Internet 08/22	\$	276.64
First Coast Contract Maintenance Service, LLC	100007	6872	Fountain Maintenance 08/22	\$	385.00
First Coast Contract Maintenance Service, LLC	100002	6958	Chlorine For Fountains 07/22	\$	778.26
Florida Power & Light Company	ACH	04904-35146 08/22 ACH	04904-35146 08/22 ACH	\$	1,505.45
Florida Power & Light Company	ACH	05826-62086 08/22 ACH	05826-62086 08/22 ACH	\$	215.67
Florida Power & Light Company	ACH	17661-02493 08/22 ACH	17661-02493 08/22 ACH	\$	838.07
Florida Power & Light Company	ACH	47675-91003 08/22 ACH	47675-91003 08/22 ACH	\$	424.09
Greenpoint, Inc.	100000	15749	Landscape Maintenance 08/22	\$	7,168.83
James Teagle	100008	JT082322	Board of Supervisors Meeting 08/23/22	\$	200.00
John Gislason	100009	JG082322	Board of Supervisors Meeting 08/23/22	\$	200.00
Kutak Rock, LLP	100003	3082883	Legal Services 06/22	\$	325.50
Mark Dearing	100010	MD082322	Board of Supervisors Meeting 08/23/22	\$	200.00
Phil Lentsch	100011	00035269	Entrada CDD Book	\$	36.20

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

Vendor Name	Check #	Invoice Number	Invoice Description	_ Invo	oice Amount
Rizzetta & Company, Inc.	100001	INV0000070174	District Management Fees 08/22	\$	4,100.00
Robert Porter	100012	BP082322	Board of Supervisors Meeting 08/23/22	\$	200.00
Report Total				\$	17,053.71

ENTRADA COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · St Augustine, Fl 32084</u> <u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> www.entradacdd.com

Operation and Maintenance Expenditures September 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2022 through September 30, 2022. This does not include expenditures previously approved by the Board.

\$38,975.29

Approval of Expenditures:

_____ Chairperson

____ Vice Chairperson

Assistant Secretary

The total items being presented:

Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

Vendor Name	Check #	Invoice Number	Invoice Description	Invo	oice Amount
AT&T	100014	321649284 9/22	321649284 9/22	\$	181.19
Egis Insurance Advisors, LLC	100015	17026	Additional Property to Insurance Policy	\$	586.00
Egis Insurance Advisors, LLC	100015	17028	FY 23 Policy Coverage	\$	32,787.00
News-Press Media Group	100013	4771392	Legal Advertising 07/22	\$	595.39
Rizzetta & Company, Inc.	100005	INV0000070830	District Management Fees 09/22	\$	4,100.00
St Johns Utility Department	ACH	589849-142230 0722	589849-142230 07/22	\$	725.71
Report Total				\$	38,975.29

ENTRADA COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · St Augustine, Fl 32084</u> <u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> www.entradacdd.com

Operation and Maintenance Expenditures October 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2022 through October 31, 2022. This does not include expenditures previously approved by the Board.

\$32,980.42

Approval of Expenditures:

_____ Chairperson

____ Vice Chairperson

Assistant Secretary

The total items being presented:

Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

Vendor Name	Check #	Invoice Number	Invoice Description	Invo	ice Amount_
First Coast Contract Maintenance Service, LLC	100017	7057	Reimbursables 08/22	\$	3,428.31
Florida Department of Economic Opportunity	100023	87432	Special District Fee FY22-23	\$	175.00
Florida Power & Light Company	10042022-03	04904-35146 09/22 ACH	04904-35146 09/22 ACH	\$	1,505.45
Florida Power & Light Company	10042022	05826-62086 09/22 ACH	05826-62086 09/22 ACH	\$	236.30
Florida Power & Light Company	10042022-02	17661-02493 09/22 ACH	17661-02493 09/22 ACH	\$	915.21
Florida Power & Light Company	10042022-01	47675-91003 09/22 ACH	47675-91003 09/22 ACH	\$	471.95
Greenpoint, Inc.	100016	16545	Landscape Maintenance 09/22	\$	7,168.83
Greenpoint, Inc.	100018	17499	Landscape Maintenance 10/22	\$	7,168.83

Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

Vendor Name	Check #	Invoice Number	Invoice Description	Invo	ice Amount
Innersync Studio, Ltd	100019	20816	CDD Website Services -Quarterly Service 10/22	\$	384.38
Kutak Rock, LLP	100020	3097058	General Counsel 07/22	\$	967.50
Kutak Rock, LLP	100020	3110625	General Counsel 08/22	\$	2,995.50
Republic Services	10122022	0687-001263004 ACH	Garbage/Solid Waste Control though 10/22	\$	206.87
Rizzetta & Company, Inc.	100021	INV0000071783	District Management Fees 10/22	\$	4,260.00
St Johns Utility Department	10062022	deposit-acc#589849- 141683	589849-141683 Deposit	\$	200.00
St Johns Utility Department	10122022-02	589849-142230 0822 Autopay	589849-142230 08/22	\$	496.29
The Lake Doctors, Inc.	100025	17645B	Pond Aquatic Management - 08/22	\$	750.00
The Lake Doctors, Inc.	100025	29273B	Pond Aquatic Management - 09/22	\$	750.00

Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

Vendor Name	Check #	Invoice Number Invoice Description		Invoice Amoun	
The Lake Doctors, Inc.	100022	35737B	Pond Aquatic Management - 10/22	\$	750.00
The Lake Doctors, Inc.	100022	36874B	Fountain Cleaning Service - Quarterly 10/22	\$	150.00
Report Total				\$	32,980.42

ENTRADA COMMUNITY DEVELOPMENT DISTRICT

District Office · St Augustine, FI 32084 Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 www.entradacdd.com

Operation and Maintenance Expenditures November 2022 **For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2022 through November 30, 2022. This does not include expenditures previously approved by the Board.

\$26 707 00

The total	items being presented:	\$26,707.09
Approval	of Expenditures:	
	Chairperson	
	Vice Chairperson	
	Assistant Secretary	

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

Vendor Name	Check #	Invoice Number	Invoice Description	Invoi	ce Amount
First Coast Contract Maintenance Service, LLC	100031	7105	Monthly Services 11/22	\$	5,490.00
Florida Power & Light Company	11302022-1	04904-35146 10/22 ACH	04904-35146 10/22 ACH	\$	1,505.45
Florida Power & Light Company	11302022-3	04904-35146 11/22 ACH	04904-35146 11/22 ACH	\$	1,505.45
Florida Power & Light Company	11012022	05826-62086 10/22 ACH	05826-62086 10/22	\$	225.07
Florida Power & Light Company	11302022-2	05826-62086 11/22 ACH	05826-62086 11/22	\$	226.79
Florida Power & Light Company	11012022-01	47675-91003 10/22 ACH	47675-91003 10/22 ACH	\$	451.33
Florida Power & Light Company	11302022	47675-91003 11/22 ACH	47675-91003 11/22 ACH	\$	270.83
Florida Power & Light Company	11072022	76968-77062 10/22 ACH	460 Rio San Juan Rd. 10/22	\$	1,477.34

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

Vendor Name	Check #	Invoice Number	Invoice Description		ce Amount
Florida Power & Light Company	11022022	17661-02493 10/22 ACH	17661-02493 10/22 ACH	\$	61.81
Greenpoint, Inc.	100032	18288	Washout Repair & Sod Replacement 10/22	\$	150.00
Kutak Rock, LLP	100027	3124408	General Counsel 09/22	\$	551.00
Republic Services	11222022	0687-001270670 ACH	Garbage/Solid Waste Control though 11/22	\$	142.22
Rizzetta & Company, Inc.	100026	INV0000071930	Assessment Roll FY 22-23	\$	5,200.00
Rizzetta & Company, Inc.	100024	INV0000072619	District Management Fees 11/22	\$	4,260.00
St. Johns County Utility Department	11142022	589849-142230 09/22 Auto Pay	589849-142230 09/22	\$	161.64
The Lake Doctors, Inc.	100033	1727120	Fountain Repair 11/22	\$	625.00

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

Vendor Name	Check #	Invoice Number	Invoice Description		oice Amount
The Ledger / News Chief/ CA Florida Holdings, LLC	100028	5014831 5/11	Legal Advertising 10/22	\$	362.53
U.S. Bank	100029	6705280	Trustee Fees Service S2021 10/01/22 to 09/30/23	\$	4,040.63
Report Total				<u>\$</u>	26,707.09

ENTRADA COMMUNITY DEVELOPMENT DISTRICT

District Office · St Augustine, FI 32084 Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 www.entradacdd.com

Operation and Maintenance Expenditures December 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2022 through December 31, 2022. This does not include expenditures previously approved by the Board.

\$57 634 70

The total	items being presented:	\$57,631.70
Approval	of Expenditures:	
	Chairperson	
	Vice Chairperson	
	Assistant Secretary	

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

Vendor Name	Check #	Invoice Number	Invoice Description		Invoice Amount	
AMTEC	100034	11/22/6850	Current Arbitrage Rebate Calculation Series 2021	\$	450.00	
AT&T	12052022	321649284 10/22 Autopay	Internet Service 10/22	\$	181.19	
AT&T	12052022-1	321649284 11/22 Autopay	Internet Service 11/22	\$	181.19	
AT&T	12272022	321649284 6/11	Internet Service 12/22	\$	218.64	
First Coast Contract Maintenance Service, LLC	100036	6943	Fountain Maintenance 09/22	\$	385.00	
First Coast Contract Maintenance Service, LLC	100035	7038	Monthly Services 09/22	\$	5,490.00	
First Coast Contract Maintenance Service, LLC	100035	7056	Monthly Services 10/22	\$	5,490.00	
First Coast Contract Maintenance Service, LLC	100043	7177	Monthly Services 12/22	\$	5,490.00	

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount	
First Coast Contract Maintenance Service, LLC	100040	7203	Reimbursables 10/22	\$	11,191.16
First Coast Contract Maintenance Service, LLC	100043	7268	Reimbursables 11/22	\$	981.36
Florida Power & Light Company	12012022	17661-02493 11/22 ACH	17661-02493 11/22 ACH	\$	41.20
Florida Power & Light Company	12142022	76968-77062 11/22 ACH	76968-77062 11/22 ACH	\$	1,264.53
Greenpoint, Inc.	100044	18175	Landscape Maintenance 11/22	\$	7,168.83
Greenpoint, Inc.	100037	18728	Landscape Maintenance 12/22	\$	7,168.83
Kutak Rock, LLP	100038	3141473	General Counsel 10/22	\$	673.50
Kutak Rock, LLP	100045	3156192	General Counsel 11/22	\$	579.00

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

Vendor Name	Check #	Invoice Number	Invoice Description	Invo	oice Amount
Mr Electric of St Augustine	100041	1321345	Electrical Repairs 11/22	\$	2,958.85
Republic Services	12222022	0687-001278895	Garbage/Solid Waste Control though 12/31/22	\$	143.11
Rizzetta & Company, Inc.	100039	INV0000073265	District Management Fees 12/22	\$	4,260.00
St Johns Utility Department	100042	589849-141683 11/22	460 Rio San Juan Rd 11/22	\$	1,791.36
St Johns Utility Department	100046	589849-141683 12/22 589849-142230 11/22	589849-141683 11/12/22 to 12/12/22	\$	698.97
St Johns Utility Department	12122022	Auto Pay 589849-142230 11/22	32-1 Rio San Juan Rd 11/22	\$	37.49
St Johns Utility Department		Autopay	589849-142230 12/22	\$	37.49
The Lake Doctors, Inc.	100047	56600B	Water Management - Monthly 11/22	\$	750.00
Report Total				<u>\$</u>	57,631.70

Tab 7

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

September 28, 2021

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 Corporate Trust Services Attention: Barry Knack 60 Livingston Avenue Saint Paul, MN 55107

RE: Series 2021 Construction Account

Requisition for Payment

Dear Trustee:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA WIRE:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR1	DR HORTON, INC	\$ 260,700.00	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

September 28, 2021

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 Corporate Trust Services Attention: Barry Knack 60 Livingston Avenue Saint Paul, MN 55107

RE: Series 2021 Construction Account

Requisition for Payment

Dear Trustee:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA WIRE:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR2	DR HORTON, INC	\$ 2,900,826.59	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

September 28, 2021

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 Corporate Trust Services Attention: Barry Knack 60 Livingston Avenue Saint Paul, MN 55107

RE: Series 2021 Construction Account

Requisition for Payment

Dear Trustee:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA WIRE:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR3	DR HORTON, INC	\$ 325,173.00	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

September 28, 2021

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 Corporate Trust Services Attention: Barry Knack 60 Livingston Avenue Saint Paul, MN 55107

RE: Series 2021 Construction Account

Requisition for Payment

Dear Trustee:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA WIRE:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR4	DR HORTON, INC	\$ 3,240,276.38	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

September 28, 2021

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 Corporate Trust Services Attention: Barry Knack 60 Livingston Avenue Saint Paul, MN 55107

RE: Series 2021 Construction Account

Requisition for Payment

Dear Trustee:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA WIRE:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR5	DR HORTON, INC	\$ 519,707.10	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

September 28, 2021

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 Corporate Trust Services Attention: Barry Knack 60 Livingston Avenue Saint Paul, MN 55107

RE: Series 2021 Construction Account

Requisition for Payment

Dear Trustee:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA WIRE:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR6	DR HORTON, INC	\$ 4,022,830.49	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

November 15, 2021

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 Corporate Trust Services Attention: Barry Knack 60 Livingston Avenue Saint Paul, MN 55107

RE: Series 2021 Construction Account

Requisition for Payment

Dear Trustee:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA USPS:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR7	HOPPING GREEN & SAM'S	\$ 4,401.50	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

December 21, 2021

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 Corporate Trust Services Attention: Barry Knack 60 Livingston Avenue Saint Paul, MN 55107

RE: Series 2021 Construction Account

Requisition for Payment

Dear Trustee:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA USPS:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR8	HOPPING GREEN & SAM'S	\$4,251.00	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

February 10, 2022

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 Corporate Trust Services Attention: Barry Knack 60 Livingston Avenue Saint Paul, MN 55107

RE: Series 2021 Cost of Issuance

Requisition for Payment

Dear Trustee:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA USPS:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR9	ENTRADA CDD	\$ 7853.20	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

REQUISITION

The undersigned, an Authorized Officer of Entrada Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of September 1, 2021, as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of September 1, 2021 (collectively, the "Indenture"). All capitalized terms used herein shall have the meaning ascribed to such term in the Indenture.

January 12, 2022

- (A) Requisition Number: 10
- (B) Name of Payee:

Dunn & Associates, Inc. 8647 Baypine Rd., Suite 200 Jacksonville, FL 32256

- (C) Amount Payable: \$ 12,499.40
- (D) Purpose for which paid or incurred (refer also to specific contract if amount due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable): **As per attached summary**
 - (E) Fund, Account or subaccount from which disbursement is to be made:

Series 2021 Acquisition and Construction Account

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by th
District, that each disbursement set forth above is a proper charge against the Series 202
Acquisition and Construction Account and the subaccount, if any, referenced above, that eac
disbursement set forth above was incurred in connection with the acquisition and/o
construction of the Series 2021 Project and each represents a Cost of the Series 2021 Project
and has not previously been paid out of such Account or subaccount;

OR

this requisition is for Costs of Issuance payable from the Series 2021 Costs of Issuance Account that has not previously been paid out of such Account.

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

February 16, 2022

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 Corporate Trust Services Attention: Barry Knack 60 Livingston Avenue Saint Paul, MN 55107

RE: Series 2021 Cost of Issuance

Requisition for Payment

Dear Trustee:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA USPS:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR11	Dunn & Associates, Inc.	\$770.00	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

March 30, 2022

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 Corporate Trust Services Attention: Barry Knack 60 Livingston Avenue Saint Paul, MN 55107

RE: Series 2021 Cost of Issuance

Requisition for Payment

Dear Trustee:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA WIRE:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR12	DR Horton, Inc.	\$12,499.40	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

April 22, 2022

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 Corporate Trust Services Attention: Barry Knack 60 Livingston Avenue Saint Paul, MN 55107

RE: Series 2021 Construction Account

Requisition for Payment

Dear Trustee:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA USPS:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR13	Dunn & Associates, Inc.	\$1,547.50	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

June 20, 2022

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 **Corporate Trust Services** Attention: Barry Knack 60 Livingston Ávenue Saint Paul, MN 55107

> RE: **Series 2021 Construction Account**

> > Requisition for Payment

Dear Trustee:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA USPS:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR14	Dunn & Associates, Inc.	\$721.50	S2021
CR15	Kutak Rock, LLP	\$1,544.90	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

> Sincerely, **ENTRADA COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

EEE II VEI VOE SCIIE 200 II MINI II, I ECIMBII 330

June 30, 2022

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 Corporate Trust Services Attention: Barry Knack 60 Livingston Avenue Saint Paul, MN 55107

RE: Series 2021 Construction Account

Requisition for Payment

Dear Trustee:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA USPS:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR16	Dunn & Associates, Inc.	\$410.00	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

Sincerely, ENTRADA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

October 11, 2022

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 Corporate Trust Services Attention: Barry Knack 60 Livingston Avenue Saint Paul, MN 55107

RE: Series 2021 Construction Account

Requisition for Payment

Dear Barry:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA USPS:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR17	Dunn & Associates, Inc.	\$2,648.75	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

Sincerely, ENTRADA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE – 3434 COLWELL AVENUE SUITE 200 – TAMPA, FLORIDA 33614

December 01, 2022

U.S. BANK NATIONAL ASSOCIATION

Entrada CDD Series 2021 **Corporate Trust Services** Attention: Barry Knack 60 Livingston Ávenue Saint Paul, MN 55107

> RE: **Series 2021 Construction Account**

> > Requisition for Payment

Dear Barry:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA WIRE:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR18	DR Horton, Inc.	\$530,635.94 or balance in account	S2021

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

> Sincerely, **ENTRADA COMMUNITY DEVELOPMENT DISTRICT**

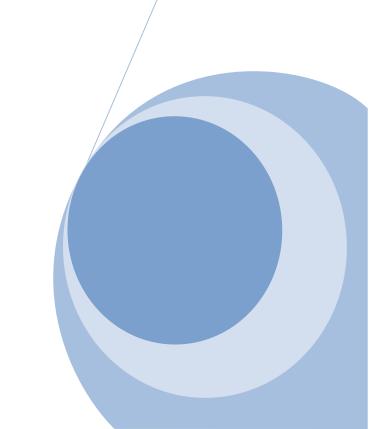
Tab 8



Entrada Community Development District

Field Report Jan 2023

First Coast CMS LLC 01/17/2023





Swimming Pools

The pool had a leak that was discovered by staff. Oak Wells Aquatics was notified and discovered the leak to be within the expansion joints at the bottom of the pool. The excess rain from the tropical storm caused the deck to collapse. Both issues have been resolved by the pool builder and the pool was reopened to the community on January 17th.

The splash pad remains closed due mechanical issues with the filtration pump. We hope to have these issues resolved quickly.

Facility Maintenance

Additional pool chairs were ordered by DR Horton and have arrived onsite

We have noticed marks on the gym floor from weights and placed rubber matting beneath the weight bench.

Our staff was able to get several sections of fencing repaired following the tropical storms.

We were able to work with DR Horton and FPL to get the street lights working in the roundabout.

The roadside message board will arrive on 1/18 and will be installed as staff is able. The message board at the amenity center has been installed by main gate.

The fountain at the entrance suffered a catastrophic flood due to a burst pipe. All pieces of electrical equipment was a total loss. The fountain has finally been repaired and the entrance fountain feature is back up and running.

The facility was prepped for freezing weather and we are happy to report that no damage has been discovered.

We are requesting that the Board allow staff to spend up \$700 to place a large television in the Flex Room.

Tab 9





Egis Insurance & Risk Advisors

Is pleased to provide a

Confirmation of Insurance Coverage for:

Entrada Community Development District

Effective:
October 1, 2022
Coverage Confirmation Expiration Date:
November 30, 2022

Please review the Confirmation of insurance coverage terms and conditions carefully.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement forms. Specimen forms are available upon request. The forms used in the specimen are tentative (per expiring). Updated versions of the forms will be provided once they are finalized and approved by the Office Of Insurance Regulation.

Coverage Confirmation being provided for:

Entrada Community Development District c/o Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Term: October 1, 2022 to October 1, 2023

Policy Number: 100122500

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$2,574,000
Inland Marine	
Scheduled Inland Marine	\$23,124

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$5,000	Per Occurrence, All other Perils, Building & Contents and	
		Extensions of Coverage.	
	5 %	Total Insured Values per building, including content,	
		inland marine, vehicle values, for "Named Storm" at eacl	
		affected location throughout Florida subject to a	
		minimum of \$50,000 per occurrence, per Named Insured.	
	Per Attached Schedule	Inland Marine, All other perils.	

Special Property Coverages			
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>	
Earth Movement	\$25,000	Included	
Flood	\$25,000 *	Included	
Boiler & Machinery		Included	
TRIA		Included	

^{*}Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
Х	Α	Accounts Receivable	\$500,000 in any one occurrence
х	В	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
х	С	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
Х	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
х	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
Х	F	Duty to Defend	\$100,000 any one occurrence
Х	G	Errors and Omissions	\$250,000 in any one occurrence
Х	Н	Expediting Expenses	\$250,000 in any one occurrence
Х	I	Fire Department Charges	\$50,000 in any one occurrence
Х	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
Х	К	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
Х	L	Leasehold Interest	Included
Х	М	Air Conditioning Systems	Included
х	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
Х	0	Personal property of Employees	\$500,000 in any one occurrence
Х	Р	Pollution Cleanup Expense	\$50,000 in any one occurrence
Х	Q	Professional Fees	\$50,000 in any one occurrence
Х	R	Recertification of Equipment	Included
Х	S	Service Interruption Coverage	\$500,000 in any one occurrence
Х	Т	Transit	\$1,000,000 in any one occurrence
х	U	Vehicles as Scheduled Property	Included
Х	V	Preservation of Property	\$250,000 in any one occurrence
х	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
Х	Х	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

Х	Υ	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
Х	Z	Ingress / Egress	45 Consecutive Days
Х	AA	Lock and Key Replacement	\$2,500 any one occurrence
Х	BB	Awnings, Gutters and Downspouts	Included
Х	СС	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit \$1,000,000

Personal Injury and Advertising Injury Included

Products & Completed Operations Aggregate Limit Included

Employee Benefits Liability Limit, per person \$1,000,000

Herbicide & Pesticide Aggregate Limit \$1,000,000

Medical Payments Limit \$5,000

Fire Damage Limit Included

No fault Sewer Backup Limit \$25,000/\$250,000

General Liability Deductible \$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit Per Claim \$1,000,000

Aggregate \$2,000,000

Public Officials and Employment Practices Liability Deductible \$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate. Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability Network Security Liability Privacy Liability First Party Extortion Threat First Party Crisis Management First Party Business Interruption

Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

Entrada Community Development District c/o Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Term: October 1, 2022 to October 1, 2023

Policy Number: 100122500

PREMIUM BREAKDOWN

Property (Building & Contents)	\$26,900
Inland Marine	\$242
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,105
Public Officials and Employment Practices Liability	\$2,540
Deadly Weapon Protection Coverage	Included

IMPORTANT NOTE

TOTAL PREMIUM DUE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)

\$32,787

Coverage Confirmation Terms & Conditions

- 1. Please review the coverage confirmation carefully for coverage terms, conditions, and limits.
- 2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
- 3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
- 4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
- 5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.



Property Schedule

Entrada Community Development District

100122500

Policy No.: Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	De	scription	Year Built	Eff. Date	Building '	Value		
	Address		Const Type	Term Date Contents Value To		Total Ins	Total Insured Value	
	Roof Shape	Roof Pitch		Roof Cov	ering	Covering	Replaced	Roof Yr Blt
	Mailbox Clusters		2021	10/01/2022	\$50,00)0		
1	Rio San Juan St Augustine FL 32084		Non combustible	10/01/2023				\$50,000
					1	_		
Unit #		scription	Year Built	Eff. Date	Building '		Total Ins	ured Value
		ddress	Const Type	Term Date	Contents			
	Roof Shape	Roof Pitch	2024	Roof Cov			g Replaced	Roof Yr Blt
	Vinyl Fence		2021	10/01/2022	\$40,00	JU		
2	Rio San Juan St Augustine FL 32084	1	Non combustible	10/01/2023				\$40,000
11	D-		Vana Built	Eff Data	D. ildia a	Value		
Unit #	!	scription .ddress	Year Built	Eff. Date	Building '		Total Ins	ured Value
			Const Type	Term Date	Contents		. Dl	D. CV. DII
	Roof Shape Sign walls	Roof Pitch	2021	Roof Cov 10/01/2022	ering \$100,0		Replaced	Roof Yr Blt
	Sign waiis		2021	10/01/2022	\$100,0	UU		
3	Rio San Juan St Augustine FL 32084		Non combustible	10/01/2023				\$100,000
				=======================================				<u> </u>
Unit #		scription	Year Built	Eff. Date	Building '		Total Ins	ured Value
		ddress	Const Type	Term Date	Contents			1 -
	Roof Shape Fountain	Roof Pitch	2021	Roof Cov 10/01/2022	ering \$200,0		g Replaced	Roof Yr Blt
	rountain		2021	10/01/2022	\$200,0	UU		_
4	Rio San Juan St Augustine FL 32084		Non combustible	10/01/2023				\$200,000
Unit #		scription	Year Built	Eff. Date	Building '	Value	Total Ins	ured Value
		ddress	Const Type	Term Date	Contents	Value		
	Roof Shape	Roof Pitch		Roof Cov			g Replaced	Roof Yr Blt
	Power Install		2021	10/01/2022	\$65,00)0		
5	Rio San Juan St Augustine FL 32084		Non combustible	10/01/2023				\$65,000
		<u> </u>						I
Unit #		scription	Year Built Const Type	Eff. Date	Building '		Total Ins	ured Value
		Address		Term Date	Contents			
	Roof Shape	Roof Pitch	2024	Roof Cov			g Replaced	Roof Yr Blt
	Tower		2021	10/01/2022	\$245,0	00		
6	Rio San Juan St Augustine FL 32084	1	Non combustible	10/01/2023				\$245,000
		<u> </u>						<u> </u>
Unit #	·		Year Built	Eff. Date	Building '		Total Ins	ured Value
		ddress	Const Type	Term Date	Contents			
	Roof Shape	Roof Pitch	2022	Roof Cov	ering		g Replaced	Roof Yr Blt
	Pool		2022	10/01/2022	\$500,0	UU		
7	560 Rio San Juan Rd St Augustine FL 32084	,	Below ground liquid storage tank / pool	10/01/2023				\$500,000
			, poo.					



Entrada Community Development District

Policy No.: Agent:

100122500 Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description	Year Built	Eff. Date	Building \		Total Inc	ured Value	
	Address	Address Const Type Term Date		Contents Value		Totalilis	uieu vaiue	
	Roof Shape Roof Pi		Roof Cov			Replaced	Roof Yr Blt	
	Splash Pad	2022	10/01/2022	\$18,00	0			
8	560 Rio San Juan Rd St Augustine FL 32084	Below ground liquid storage tank / pool	10/01/2023				\$18,000	
Unit #	Description	Year Built	Eff. Date	Building \	/alue		<u> </u>	
	Address	Const Type	Term Date	Contents		Total Insured Value		
	Roof Shape Roof Pi	• • • • • • • • • • • • • • • • • • • •	Roof Cov	٠,		Replaced	Roof Yr Blt	
	Playground	2022	10/01/2022	\$50,00		,,		
9	560 Rio San Juan Rd St Augustine FL 32084	Non combustible	10/01/2023				\$50,000	
Unit #	Description	Year Built	Eff. Date	Building \		Total Ins	ured Value	
	Address	Const Type	Term Date	Contents	1			
	Roof Shape Roof Pi Pool Furniture	2022	Roof Cov			Replaced	Roof Yr Blt	
	Pool Furniture	2022	10/01/2022	\$15,00	U			
10	560 Rio San Juan Rd St Augustine FL 32084	Property in the Open	10/01/2023				\$15,000	
Unit #	Description	Year Built	Eff. Date	Building Value Contents Value Total Insu		ured Value		
	Address	Const Type	Term Date				1	
	Roof Shape Roof Pi		Roof Cov			Replaced	Roof Yr Blt	
	Fence	2022	10/01/2022	\$35,00	U			
11	560 Rio San Juan Rd St Augustine FL 32084	Non combustible	10/01/2023				\$35,000	
Unit #	Description	Year Built	Eff. Date	Building \		Total Ins	ured Value	
	Address	Const Type	Term Date	Contents				
	Roof Shape Roof Pi		Roof Cov		-	Replaced	Roof Yr Blt	
	Amenity Center Building	2022	10/01/2022	\$1,150,0)00			
12	560 Rio San Juan Rd St Augustine FL 32084	Joisted masonry	10/01/2023	\$55,00	0		\$1,205,000	
Unit #	Description	Year Built	Eff. Date	Building Value		Total Ins	ured Value	
	Address	Const Type	Term Date Contents V		Value			
	Roof Shape Roof Pi		Roof Cov			Replaced	Roof Yr Blt	
	Irrigation System (lines, motors, pumps, controller	2022	10/01/2022	\$51,00	U			
13	In all common areas St Augustine FL 32084	Pump / lift station	10/01/2023				\$51,000	
		[1				<u> </u>	
		Total: Building \$2,519,		Contents Value \$55,000		Insured Va \$2,574,000		



Inland Marine Schedule

Entrada Community Development District

Policy No.: 100122500

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. D Term		Value	Deductible
1			Mobile equipment	10/01/	2022	\$23,124	
_	2HP Fountains (\$11,562 each)		Woolie equipment	10/01/	2023	725,124	
				Total		\$23,124	

Tab 10

Community Social Meeting & Activities Policies

- 1. "Community Use" shall mean social meetings and activities for only Patrons including, but not limited to, book clubs, gardening clubs, and photography clubs. Community Use social meetings or activities must: 1) be open and available to all Patrons, 2) not-for-profit, 3) free of charge to Patrons attending, and 4) limited to one meeting or activity per month for each group. Community Use does not include private events by invitation only such as a birthday or graduation party. The District reserves the right, in its sole discretion, to cancel a group's reservation for any reason whatsoever. Provided, however, unless such cancellation is for emergency purposes, a reservation shall not be cancelled without providing the group at least 30 days prior notice.
- 2. Generally, only one (1) room or portion of the Amenity Facility is available for Community Use (or rental) at any given time. Recurring events may be approved at the discretion of the Amenity Manager.
- 3. Available Facilities: The following areas of the Amenity Facility are available for Community Use for up to four (4) total hours (including set-up and post-event cleanup): The Social Room; the Outdoor Patio
- 4. Complete the "Entrada Community Use Application Form" with amenity staff.
- 5. For Community Use, rental fees shall be waived; however, a refundable damage and cleaning deposit of One Hundred and Fifty Dollars (\$250.00) shall be required for as long as the particular group takes advantage of the Community Use. At the time of reservation, one (1) check or money order made out to the Entrada Community Development District shall be submitted to the Amenity Manager in order to reserve the desired area of the Amenity Facility.
- 6. The Patron reserving any portion of the Amenity Facility for Community Use shall be responsible for any and all damage and expenses arising from the event. If additional cleaning of Amenity Facilities is required for a Community Use event, the Patron signing the Facility Use Application for the Amenity Facility will be liable for any expenses incurred by the District to perform the cleaning. The Amenity Manager shall determine the amount to deduct from the deposit, if any, and shall notify the Patron of the amount needed to replenish the deposit to the \$250.00 required level. Should the damage and/or expense exceed \$250.00, the Patron shall be responsible to pay to the District all amounts in excess of \$250.00 in addition to \$250 to replenish the required deposit.
- 7. Staffing: During the Amenity Facility's operating hours during which Amenity Facility Staff is present, Community Use events with twenty-five (25) persons or less are not required to pay for additional staff unless otherwise required by the District. For Community Use events in excess of twenty-five (25) people during operating hours, or for events after operating hours, additional staff may be determined necessary at a rate set by the Amenity Manager.

Tab 11



Kutak Rock LLP

107 West College Avenue, Tallahassee, Florida 32301 office 850.692.7300

> Katie Buchanan 850.692.7300 katie.buchanan@kutakrock.com

MEMORANDUM

TO: Entrada Community Development District

FROM: Katie S. Buchanan

DATE: January 24, 2023

RE: Retention Requirements for Transitory Messages and Electronic Records Updates

On October 1, 2020, the District approved Resolution 2021-17, adopting a policy relating to the retention and disposition of its public records. The District's Record Retention Policy currently remains in full force and effect. In order to ensure the District's record retention practices remain economically feasible and technologically practical, we are offering some clarification regarding the retention period for records of short-term value. Additionally, we propose modifications to designate the electronic record as the official record of the district and allow for disposal of paper duplicate copies unless prohibited by any law, rule or ordinance.

According to the *General Records Schedule for State and Local Government Agencies* ("GS1-SL")¹ with which all community development districts must comply, records retention requirements "apply to records regardless of the format in which they reside."² This means that electronic communications, which include emails, instant messages, text messages, multimedia messages, chat messages, social networking, voicemail/ voice messaging, or other communications via electronic messaging technology or device, must be retained in accordance with the applicable section of the GS1-SL. Retention periods for electronic communications "are determined by the content, nature, and purpose of records, and are set based on their legal, fiscal, administrative, and historical values, regardless of the format in which they reside or the method by which they are transmitted."³

Electronic communications "created primarily to communicate information of short-term value" may fall under the Transitory Messages schedule set forth in GS1-SL.⁴ Transitory Messages do not "formalize or perpetuate knowledge and do not set policy, establish guidelines or

¹ Incorporated by reference in Rule 1B-24.003(1)(a), F.A.C.

² General Records Schedule for State and Local Government Agencies, Section V, Electronic Records.

³ *Id.* at Records Retention Schedules, Electronic Communications.

⁴ *Id.* at Records Retention Schedules, Transitory Messages, Item #146.

KUTAKROCK

Page 2

procedures, certify a transaction, or become a receipt." Examples of Transitory Messages include, but are not limited to:

- reminder messages ("don't forget the upcoming meeting");
- email messages with short-lived or no administrative value ("thank you")
- telephone messages lacking content ("Ms. Smith called please return her call");
- recipient copies of announcements of District sponsored events ("daily events email"); and,
- news releases received by the District strictly for informational purposes and unrelated to District programs or activities.

The retention requirement for Transitory Messages is "[r]etain until obsolete, superseded or administrative value is lost."⁵ For example, an email message notifying employees of an upcoming meeting would only have value until the meeting has been attended or the employee receiving the message has marked the date and time in the calendar, at which time the message could be disposed of. In other words, an electronic communication intended for short-term value does not need to be retained once it is no longer needed. Unlike most other public records, the District may dispose of a transitory message once it is obsolete, superseded, or has lost its administrative value without having to document the disposition of the record, unless the record has been microfilmed or scanned and will serve as the record copy.⁶

⁵ *Id*.

⁶ See Rule 1B-24.003(9)(d), F.A.C.

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ENTRADA COMMUNITY DEVELOPMENT DISTRICT ADOPTING CERTAIN AMENDMENTS TO THE DISTRICT'S RECORD RETENTION POLICY; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapter 190, Florida Statutes, authorizes the Entrada Community Development District ("District") to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, on October 1, 2020, the Board of Supervisors of the Entrada Community Development District ("Board"), adopted Resolution 2021-17 providing for the adoption of the District's Record Retention Policy ("Policy"); and

WHEREAS, the Policy requires the District "retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same"; and

WHEREAS, the Board finds that it is in the best interest of the District to amend the Record Retention Policy as described in more detail in paragraph 2 below; and

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

- 1. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2021-17, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2021-17 that are not amended by this Resolution apply as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
- **2. AMENDMENT.** The Records Retention Policy is hereby amended by inserting the language indicated in single underlined text (indicated textually in the same manner as the following example: <u>underlined text</u>) and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: <u>stricken text</u>) as set forth herein:

The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), Florida Statutes, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, Florida Statutes, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention

guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with the General Records Schedule for State and Local Government Agencies, Item #146, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. The District hereby determines the electronic record shall be considered the official record of all public records relating to District business and any paper originals are designated as duplicates which may be disposed of unless prohibited by any law, rule or ordinance. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

- **3. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
 - **4. EFFECTIVE DATE.** This Resolution shall take effect as of January 24, 2023.

Introduced, considered favorably, and adopted this 24th day of January 2023.

ATTEST:	DISTRICT
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

Tab 12

HuGus, Inc. 11764 Marco Beach Dr #3 Jacksonville, FL 32224 US

assistant@hugusinc.com

Estimate GD0123-04



ADDRESS

Entrada CDD c/o Rizzetta and Company 3434 Colwell Avenue #200 Tampa, FL 33614

DATE 01/16/2023

TOTAL \$2,950.00 DATE 01/30/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/16/2023	Stone/Concrete	Concrete Work @ Entrada CDD	1	2,950.00	2,950.00
	Repairs	Job Address: 197 Caminha Road, St. Augustine FL 32084			
		Scope of Work:			
		-Inclose the area with caution tape before starting work.			
		-Demo the 3 affected sidewalk areas.			
		-Remove all the debris from the community.			
		-Install new concrete 5" debth.			
		***Price Includes labor, equipment, and materials.			

TOTAL \$2,950.00

THANK YOU.

Accepted By Accepted Date

