



Rizzetta & Company

Somerset Community Development District

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

**District Office:
120 Richard Jackson Blvd, Suite 220
Panama City Beach, Florida 32407
850-334-9055**

www.somersetcdd.org

SOMERSET COMMUNITY DEVELOPMENT DISTRICT AGENDA

Alys Beach Conference Room, Building 1, located at 85 Elbow Beach Road,
Alys Beach, Florida 32461

Board of Supervisors	Robert Stenhammer John Rosenberg George Hartley Belinda Ballew Tom Dodson	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Kimberly O'Mera	Rizzetta & Company, Inc.
District Counsel	Tucker Mackie	Kutak Rock, LLP
District Engineer	Jim Martelli	Innerlight Engineering

All Cellular phones and pagers must be turned off while in the meeting room.

The Public Comment portion of the agenda is where individuals may make comments on any matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

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, and/or workshop by contacting the District Manager at (850) 334-9055. 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.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

District Office • 120 Richard Jackson Blvd, Suite 220, Panama City Beach, FL 32407

Mailing Address • 3434 Colwell Avenue, Suite 200, Tampa, FL 33614

www.SomersetCDD.org

August 21, 2023

Board of Supervisors
**Somerset Community
Development District**

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Somerset Community Development District will be held on **Monday, August 21, 2023, at 2:00 p.m. (Central Time)** at the Alys Beach Conference Room, Building 1 located at 84 Elbow Beach Road, Alys Beach, FL 32461. The following is the Agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors Meeting held June 6, 2023..... Tab 1
 - B. Consideration of the Operations and Maintenance Expenditures for the Months of April 2023 to July 2023..... Tab 2
 - C. Consideration of Resolution 2023-08, Re-Designating a Secretary..... Tab 3
 - D. Discussion of Investment Options..... Tab 4
4. **BUSINESS ITEMS**
 - A. Discussion/Consideration of District Maintenance Items..... Tab 5
 1. Acceptance of Change of Vendor for Water Treatment System Replacement from Culligan Water to AQUAPRO Water Systems
 2. Ratification of Algae Treatment – The Lake Doctors
 3. Ratification of Bladderwort Pond Treatment – The Lake Doctors
 4. Ratification of Work Authorization #8 – Caliza Well Pump Replacement – Rip’s Professional Lawn Care
 5. Consideration of Work Authorization #9 – Pressure Tank - Rip’s Professional Lawn Care
 6. Crosswalk Damage Repair Proposal – Griffin Traffic Signals
 - B. Consideration of Recurring Maintenance Services Agreements
 1. Paver Services - Kilgore’s Brick Pavers & Hardscapes, LLC
 2. Tree Trimming – Arbor Tree Care
 3. Irrigation Systems – Mill’s Supply
 4. Pest Control Services – Arrow Pest Control

- C. Consideration of 30A Palm Tree Items..... Tab 6
 - 1. Palm Treatment Proposal – Arbor Tree Care
 - 2. Palm Trimming Proposal – Arbor Tree Care
 - 3. Work Authorization #10 – Palm Tree Replacement – Rip’s Professional Lawn Care
 - D. Discussion and Consideration of Encroachment Agreement and Drainage Easement..... Tab 7
 - E. Consideration of Fiscal Year 2023/2024 Dune Maintenance Agreement – Dune Doctors..... Tab 8
 - F. Public Hearing on Final Budget
 - 1. Presentation of the Proposed Final Budget for Fiscal Year 2023/2024..... Tab 9
 - 2. Consideration of Resolution 2023-09, Adopting Fiscal Year 2023/2024 Final Budget..... Tab 10
 - G. Public Hearing to Consider the Imposition of Operations and Maintenance Special Assessments
 - 1. Consideration of Resolution 2023-10, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2023/2024..... Tab 11
 - H. Consideration of Fiscal Year 2023/2024 Direct Collection Agreement..... Tab 12
 - I. Consideration of Resolution 2023-11, Annual Meeting Schedule for Fiscal Year 2023/2024..... Tab 13
 - J. Acceptance of Addendum to District Management Services Agreement
5. **STAFF REPORTS**
- A. District Counsel
 - B. District Engineer
 - C. Facilities Manager
 - 1. Update on District Wells
 - D. District Manager
6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at 850-334-9055.

Sincerely,

Kimberly O’Mera

Kimberly O’Mera
District Manager

Tab 1

MINUTES OF MEETING

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

SOMERSET
COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the Board of Supervisors of the Somerset Community Development District was held on **Monday, June 5, 2023, at 1:30 p.m. Central Time** at the Alys Beach Conference Room, Building 1, located at 84 Elbow Road, Alys Beach, FL 32461.

Present and constituting a quorum:

Robert Stenhammer	Board Supervisor, Chairman
John Rosenberg	Board Supervisor, Vice Chairman
Tom Dodson	Board Supervisor, Assistant Secretary
George Hartley	Board Supervisor, Assistant Secretary (Via Speakerphone)

Also present were:

Kimberly O'Mera	District Manager, Rizzetta & Company, Inc.
Tucker Mackie	District Counsel, Kutak Rock, LLP (Via Speakerphone)
Scott Buchewicz	Town Manager, Alys Beach
Jim Martelli	District Engineer, Inner Light Engineering (Via Speakerphone)
Mike Dombrowski	MRD Associates (Via Speakerphone)
Audience	None Present

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 1:34 p.m. and read the roll call, confirming a quorum for the meeting.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

June 5, 2023 Minutes of Meeting

Page 2

43 **SECOND ORDER OF BUSINESS** **Audience Comments on Agenda**

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45 There were no audience members present to comment.

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47 **THIRD ORDER OR BUSINESS** **Consideration of the Minutes of the**
48 **Board of Supervisors' Meeting Held**
49 **on March 7, 2023**

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51 Ms. O'Mera presented the Minutes of the Board of Supervisors' Meeting held on
52 March 7, 2023.

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On a motion by Mr. Rosenberg, seconded by Mr. Dodson, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' Meeting, held on March 7, 2023, for Somerset Community Development District.

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55 **FOURTH ORDER OF BUSINESS** **Ratification of Operation and**
56 **Maintenance Expenditures for**
57 **February 2023 - April 2023**

58 Ms. O'Mera presented the Operation and Maintenance Expenditures for the months
59 February 2023 – April 2023 to the Board.

60

On a motion by Mr. Dodson, seconded by Mr. Stenhammer, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for February 2023 in the amount of \$32,030.68, March 2023 in the amount of \$27,165.66, and April 2023 in the amount of \$21,178.31, for Somerset Community Development District.

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62 **FITFTH ORDER OF BUSINESS** **Presentation of Alys Beach Shoreline**
63 **and Volume Monitoring Report, MRD**
64 **Associates, Inc.**

65 Ms. O'Mera turned over the presentation to Mr. Dombrowski. Mr. Dombrowski provided
66 an overview of the report presented in the packet as well as the previously compiled
67 report. Mr. Dombrowski suggests coordinating with Rosemary Beach for a plan of action
68 should an event occur requiring renourishment. A general discussion ensued amongst
69 the Board and Mr. Dombrowski.

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71 Mr. Hartley excused himself from the meeting at 1:57 p.m.

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75 **SIXTH ORDER OF BUSINESS**

**Appointment of an Audit Committee
and Scheduling of the First Meeting of
the Audit Committee**

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On a motion by Mr. Rosenberg, seconded by Mr. Dodson, with all in favor, the Board of Supervisors appointed themselves as the Audit Committee, setting the first meeting of the Audit Committee for August 21, 2023, for Somerset Community Development District.

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81 **SEVENTH ORDER OF BUSINESS**

**Review and Acceptance of Arbitrage
Report for Series 2022 Bonds**

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Ms. Mackie presented the Acceptance of Arbitrage Report for Series 2022 Bonds and gave an overview of the purpose of the report.

On a motion by Mr. Dodson seconded by Mr. Rosenberg, with all in favor, the Board of Supervisors accepted the Arbitrage Report for Series 2022 Bonds, for Somerset Community Development District.

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89 **EIGHTH ORDER OF BUSINESS**

**Consideration of Streetlight
Maintenance Plan**

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Ms. O'Mera turned the presentation over to Mr. Buchewicz. Mr. Buchewicz reviewed the proposals, noting that the cost per carpenter ant treatment was \$45.00 each, and general discussion ensued.

On a motion by Mr. Dodson, seconded by Mr. Rosenberg, with all in favor, the Board of Supervisors approved the Carpenter Ant Treatment Proposal from Arrow Pest Control, in the amount of \$6,480.00, for Somerset Community Development District.

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On a motion by Mr. Rosenberg, seconded by Mr. Rosenberg, with all in favor, the Board of Supervisors approved proposal from Fast & Forgettable PCB Construction, LLC, for streetlight refinishing, in the amount of \$9,335.00, for Somerset Community Development District.

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101 **NINTH ORDER OF BUSINESS**

**Consideration Parking Courts A, B, and
F Lighting Conversation Projects**

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Ms. O'Mera turned the presentation over to Mr. Buchewicz. Mr. Buchewicz recommended that the District replace the lighting in the parking courts to address nonfunctioning lighting and to bring consistency. He reviewed the proposals from McHenry Electric and Kilgore's Brick Pavers & Hardscapes with the Board.

On a motion by Mr. Rosenberg, seconded by Mr. Stenhammer, with all in favor, The Board of Supervisors approved the Parking Courts A, B, and F, Lighting Conversion Projects with a not-to-exceed in the amount of \$62,317.20, inclusive of a ten percent (10%) contingency, for Somerset Community Development District.

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TENTH ORDER OF BUSINESS

**Consideration of Water Treatment
System Replacement Proposal
Culligan Water**

Ms. O'Mera turned the presentation over to Mr. Buchewicz. Mr. Buchewicz presented and reviewed the water treatment system replacement from Culligan Water. The replacement would alleviate the brown rust staining.

On a motion by Mr. Dodson, seconded by Mr. Rosenberg, with all in favor, The Board of Supervisors approved Water Treatment System Replacement Proposal from Culligan Water, in the amount of \$24,300.00, for Somerset Community Development District.

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ELEVENTH ORDER OF BUSINESS

**Consideration of Lake Marilyn Water
Monitoring Agreement, The Lake
Doctors**

Ms. O'Mera presented the renewal proposal from The Lake Doctors.

On a motion by Mr. Stenhammer, seconded by Mr. Dodson, the Board of Supervisors approved Water Monitoring Agreement Renewal – The Lake Doctors, for a twenty-four (24) month term, in the amount of \$52.00 monthly, for Somerset Community Development District.

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131 **TWELFTH ORDER OF BUSINESS** **Presentation of the Proposed Budget**
132 **for Fiscal Year 2023/2024**
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134 Ms. O'Mera presented the Proposed Budget for Fiscal Year 2023/2024 and turned
135 the presentation over to the Board. General discussion ensued.
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139 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2023-07,**
140 **Approving a Proposed Budget for Fiscal**
141 **Year 2023/2024, and Setting a Public**
142 **Hearing Theron**
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On a motion by Mr. Rosenberg, seconded by Mr. Dodson with all in favor the Board of Supervisors adopted Resolution 2023-07, Approving a Proposed Budget for Fiscal Year 2023/2024, and Set the Public Hearing for August 21, 2023, at 2:00 p.m. Central Time, for Somerset Community Development District.

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147 **FOURTEENTH ORDER OF BUSINESS** **Staff Reports**
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149 **A. District Counsel**

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151 There was none to report.
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153 **B. District Engineer**

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155 Mr. Martelli stated that his office is playing a role in a Road Impact Reserve Study for
156 the Alys Beach Neighborhood Association, relative to tabled discussions regarding
157 paver repairs in the slip lanes.
158

159 **C. District Manager**

160 Ms. O'Mera stated that per the Walton County Supervisor of Elections, the number
161 of registered voters residing within Somerset Community Development District as of
162 April 12, 2023, was one hundred and eighteen (118).

163
164 **FIFTHTEENTH ORDER OF BUSINESS** **Supervisor Request and Audience**
165 **Comments**
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167 There were no Supervisor Requests or Audience Members to comment.

168 **SIXTEENTH ORDER OF BUSINESS** **Adjournment**

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170 Ms. O'Mera advised there was no further business to come before the Board and asked
171 for a motion to adjourn the meeting.

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On a motion by Mr. Rosenberg, seconded by Mr. Dodson, with all in favor, the Board of Supervisors adjourned the meeting at 2:52 p.m., for Somerset Community Development District.

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177 _____
Secretary/Assistant Secretary

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Chairman/ Vice Chairman

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Tab 2

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

District Office · Panama City, Florida · (850) 334-9055
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa Florida 33614
www.somersetcdd.org

Operations and Maintenance Expenditures May 2023 For Board Approval

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

The total items being presented: **\$54,269.06**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

**Somerset Community
Development District
Check Register**

Company Name: Somerset Community Development District
Report Name: Check Register
Created on: 06/06/2023
Location: 861-001--861 General Fund

	Account	Payment date	Vendor name	Document/ check no	Payment Amount
861TRUISTOP					
	861TRUISTOP	05/01/2023	AMTEC	100102	\$ 450.00
	861TRUISTOP	05/22/2023	ALYS Beach Resort LLC	100104	\$ 4,966.00
	861TRUISTOP	05/17/2023	Dune Doctors, LLC	100103	\$ 16,982.88
	861TRUISTOP	05/19/2023	Florida Power & Light Company	ACH	\$ 28.34
	861TRUISTOP	05/19/2023	Florida Power & Light Company	ACH	\$ 276.49
	861TRUISTOP	05/22/2023	Florida Power & Light Company	ACH	\$ 1,761.76
	861TRUISTOP	05/01/2023	Florida Power & Light Company	ACH	\$ 2,755.59
	861TRUISTOP	05/22/2023	Kutak Rock, LLP	100105	\$ 1,764.50
	861TRUISTOP	05/24/2023	McHenry Electric, Inc.	100108	\$ 1,620.00
	861TRUISTOP	05/30/2023	Mills Supply	100109	\$ 225.00
	861TRUISTOP	05/22/2023	Rip's Professional Lawn Care, Inc.	100106	\$ 8,975.00
	861TRUISTOP	05/22/2023	Rip's Professional Lawn Care, Inc.	100107	\$ 8,975.00
	861TRUISTOP	05/01/2023	Rizzetta & Company, Inc.	100101	\$ 5,012.50
	861TRUISTOP	05/30/2023	The Lake Doctors, Inc.	100110	\$ 51.00
	861TRUISTOP	05/30/2023	VGlobal Tech	100111	\$ <u>425.00</u>
	Report Total				\$ <u>54,269.06</u>

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

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Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa Florida 33614
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Operations and Maintenance Expenditures June 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2023 through June 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$68,256.45**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

**Somerset Community
Development District
Check Register**

Company Name: Somerset Community Development District
Report Name: Check Register

	Account	Payment date	Vendor name	Document/ check no	Payment Amount
	861TRUISTOP	06/12/2023	ALYS Beach Resort LLC	100113	\$ 3,585.57
	861TRUISTOP	06/13/2023	ALYS Beach Resort LLC	100116	\$ 1,267.37
	861TRUISTOP	06/13/2023	ALYS Beach Resort LLC	100117	\$ 4,966.00
	861TRUISTOP	06/12/2023	Dune Doctors, LLC	100114	\$ 16,982.88
	861TRUISTOP	06/14/2023	Florida Power & Light Company	ACH	\$ 407.16
	861TRUISTOP	06/20/2023	Florida Power & Light Company	ACH	\$ 28.91
	861TRUISTOP	06/20/2023	Florida Power & Light Company	ACH	\$ 403.59
	861TRUISTOP	06/21/2023	Florida Power & Light Company	ACH	\$ 2,108.89
	861TRUISTOP	06/16/2023	George Hartley	100123	\$ 200.00
	861TRUISTOP	06/16/2023	Innerlight Engineering Corporation	100124	\$ 2,375.00
	861TRUISTOP	06/16/2023	Innerlight Engineering Corporation	100125	\$ 1,950.00
	861TRUISTOP	06/28/2023	Innerlight Engineering Corporation	100132	\$ 2,375.00
	861TRUISTOP	06/16/2023	John Rosenberg	100126	\$ 200.00
	861TRUISTOP	06/13/2023	Kutak Rock, LLP	100118	\$ 1,378.50
	861TRUISTOP	06/28/2023	LLS Tax Solutions, Inc.	100133	\$ 500.00
	861TRUISTOP	06/13/2023	McHenry Electric, Inc.	100119	\$ 7,833.00
	861TRUISTOP	06/13/2023	Mills Supply	100120	\$ 525.00
	861TRUISTOP	06/26/2023	Mills Supply	100131	\$ 225.00
	861TRUISTOP	06/28/2023	Mills Supply	100134	\$ 700.00
	861TRUISTOP	06/12/2023	Rip's Professional Lawn Care, Inc.	100115	\$ 8,975.00
	861TRUISTOP	06/01/2023	Rizzetta & Company, Inc.	100112	\$ 5,012.50
	861TRUISTOP	06/16/2023	Robert E Stenhammer	100127	\$ 200.00
	861TRUISTOP	06/13/2023	The Lake Doctors, Inc.	100121	\$ 560.00
	861TRUISTOP	06/28/2023	The Lake Doctors, Inc.	100135	\$ 51.00
	861TRUISTOP	06/16/2023	The Ledger / News Chief/ CA		
	861TRUISTOP	06/16/2023	Florida Holdings, LLC	100128	\$ 355.45
	861TRUISTOP	06/16/2023	Thomas M Dodson	100129	\$ 200.00
	861TRUISTOP	06/20/2023	U.S. Bank	100130	\$ 4,040.63
	861TRUISTOP	06/13/2023	VGlobal Tech	100122	\$ 425.00
	861TRUISTOP	06/28/2023	VGlobal Tech	100136	\$ 425.00
	Report Total				<u>\$ 68,256.45</u>

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

District Office · Panama City, Florida · (850) 334-9055
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa Florida 33614
www.somersetcdd.org

Operations and Maintenance Expenditures July 2023 For Board Approval

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

The total items being presented: **\$40,804.42**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ALYS Beach Resort LLC	100137	CL00014825	Facility Management 07/22	\$ 5,442.00
ALYS Beach Resort LLC	100137	CL00016684	Facility Management 12/22	\$ 50.00
ALYS Beach Resort LLC	100137	CL00016830	Monthly Facility Management 01/23	\$ 4,514.00
ALYS Beach Resort LLC	100137	CL00017189	Monthly Facility Management 02/23	\$ 4,514.00
ALYS Beach Resort LLC	100137	CL00017985	Monthly Facility Management 04/23	\$ 125.04
Florida Power & Light Company	ACH	21125-35741 01/23 B	15 Caliza Ln. Misc. Pole 01/23	\$ 28.10
Florida Power & Light Company	ACH	21125-35741 02/23	15 Caliza Ln. Misc. Pole 02/23	\$ 34.85
Florida Power & Light Company	ACH	21125-35741 03/23	15 Caliza Ln. Misc. Pole 03/23	\$ 29.95
Florida Power & Light Company	ACH	21125-35741 04/23	15 Caliza Ln. Misc. Pole 04/23	\$ 29.81
Florida Power & Light Company	ACH	21125-35741 05/23	15 Caliza Ln. Misc. Pole 05/23	\$ 28.04
Florida Power & Light Company	ACH	21125-35741 06/23	15 Caliza Ln. Misc. Pole 06/23	\$ 29.14
Florida Power & Light Company	ACH	21125-35816 06/23	106 Somerset St 06/23	\$ 28.21
Florida Power & Light Company	ACH	FPL Summary 06/23	FPL Summary 06/23	\$ 1,090.58
Kutak Rock, LLP	100142	3240211	Legal Services 05/23	\$ 476.00
Rip's Professional Lawn Care, Inc.	100138	76996	Monthly Landscape Maintenance 05/23	\$ 8,975.00

Tab 3

RESOLUTION 2023-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SOMERSET COMMUNITY DEVELOPMENT
DISTRICT REDESIGNATING THE SECRETARY OF THE
DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Somerset Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Bay County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Bob Schleifer as Secretary pursuant to Resolution 2020-06; and

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

Section 1. Scott Brizendine is appointed Secretary

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 21ST DAY OF AUGUST 2023.

**SOMERSET
COMMUNITY DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Tab 4



Get to know FLCLASS

FLCLASS (Florida Cooperative Liquid Asset Securities System) is an intergovernmental investment pool authorized under Section 218.415, Florida Statutes, and was created by an interlocal agreement by and among State public agencies - (the "Interlocal") as described in Section 163.01, Florida Statutes.

FLCLASS' objective is safety, liquidity and competitive yields which is offered to ALL public agencies in Florida:

- Maximize Safety: FLCLASS is rated 'AAAm' by Standard and Poor's.
- Competitive Yield: **FLCLASS Daily: 5.43%**
- Same Day Liquidity: Convenience of a checking account without the transaction fees.
- Transparent Governance by a Board of your peers
- Interest Paid Daily

Board of Trustees



Ken Burke
Clerk of Court and Comptroller
Pinellas County



Karen Rushing
Clerk of Court and Comptroller
Sarasota County



Jim Cooke
City Treasurer/ Clerk
City of Tallahassee



Cindy Valentine
Chief Financial Officer
Orange County Tax Collector



Louis Boglioli, III
Financial Services Director
City of Stuart



Dario Guerra
Executive Director, Treasury
Miami-Dade Public Schools

If you would like to speak to an FLCLASS representative, please contact Matt Tight at matt.tight@flclass.com or call (407) 588-9667.

*As of August 8, 2023, Past performance is not an indicator of future performance or results. **Any financial and/or investment decision may incur losses.** Any financial and/or investment decision should be made only after considerable research, consideration and involvement with an experienced professional engaged for the specific purpose. Daily yield is the dividend factor multiplied by the number of days in the year. Yields can vary over time. **Standard & Poor's Ratings in no way guarantee favorable performance results and should not be construed as safety in an investment.** You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no fees charged from FLCLASS for such transactions.
FLCLASS is administrated by PUBLIC TRUST ADVISORS.

Tab 5



SALES AGREEMENT

PO Number: _____

Invoice Number: _____

Name: Somerset Community Development District
 (First) (Initial) (Last)

Address 1: c/o Rizzetta & Company

Address 2: 3434 Colwell Avenue, Suite 200

City: Tampa State: FL Zip: 33614

Doug/Mike Phone: 850-460-5381 850-714-2995
 Person To Contact

Email: mspann@alysbeach.com dlang@alysbeach.com

Payment Method: Finance Cash Check

ACH (Attach Form) CC

Water Source: WELL CITY

Water Stats: Hardness 3 Iron 0.8 T.D.S. _____

Chlorine 0 Sulfur 1.5 PH 5 Tannins 0

Rental Sale Residential Commercial

Special Instructions

Installation Date: _____ **AM** **PM**

Alys Beach Installation

McGee Well

- 4 Men, 2 Day Installation

- Systems are Checked and Salt is Delivered Weekly

*When we collected our Water Sample, the Iron readings were 0.8. Any Iron Level above 0.5 will stain. Iron levels will fluctuate regularly so the readings can go up and down anytime.

Salt Delivery Route?  Initial

EQUIPMENT PURCHASE				
QTY	SERIAL #	DESCRIPTION	PRICE	
1		CP213 90gpm		
1		120" x 48" x 4" Concrete Slab	\$1,600	.00
1		Water Meter Reporter		
1		Removal & Installation of New Equipment		
1		First Full Tanks of Salt		
PLATINUM PRICING FEE <input type="checkbox"/> \$250		INITIAL _____		
INSTALLATION CHARGE				
ADDITIONAL TRENCHING IS \$5 PER FOOT		INITIAL _____		
SALES TAX				
*DEPOSIT		INITIAL _____		
BALANCE DUE			\$24,350	.00

All Deposits are Non-Refundable

VISA / MC _____ Exp _____ CVV _____

Name on Card _____ Zip Code _____

NOTICE any payments made with American Express or Discover will have an automatic 3% processing fee added onto any and all invoices.

Lead Source: Referral Referred By: Mark Hicks Mailout Search Engine

Dealer Website Kinetico Website Event Event Type: _____

Builder Builder Name: _____ Other: _____

Purchase Type: New Customer Existing Customer Add or Replace Existing Kinetico Replace Competitor _____


Warranty information on back.

YOU, THE BUYER, AGREE TO PAY A SERVICE CHARGE OF 1.5% PER MONTH (18% ANNUAL RATE) ON ANY BALANCE THAT IS NOT PAID BY THE INSTALLATION DATE LISTED ON THE INVOICE ABOVE. In the event that either party brings an action at law or any other proceeding against the other party to ensure any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or proceeding shall be paid all cost, and reasonable attorney's fees by the other party in such amounts as shall be set by the court, at trial and on appeal.

ALL PLUMBING LEAKS ARE COVERED FOR 90 DAYS.

THIS TRANSACTION MAY BE CANCELLED AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY OF THIS TRANSACTION.

I AGREE TO THE TERMS AND INVOICE ABOVE.

 _____
 Customer Signature

 _____
 Date

 Salesperson

_____ 6/12/2023
 Date



The Lake Doctors, Inc.
Aquatic Management Services

Water Management Agreement Major Application

PG/717616

This Agreement, made this 22nd day of May 2023 is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME Somerset Community Development District

BILLING ADDRESS c/o Rizzetta & Company 3434 Colwell Ave., Suite 200

CITY Tampa **STATE** FL **ZIP** 33614 **PHONE** (850) 629-0153

EMAIL ADDRESS komera@rizzetta.com

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: Email invoices to: cddinvoice@rizzetta.com

Hereinafter called "CUSTOMER"

REQUESTED START DATE: ASAP

PURCHASE ORDER #: _____

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of **ONE TIME APPLICATION** from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s): **Somerset CDD, Alys Beach, Fl.**

Includes a major application for filamentous algae. Aquatic weeds will re-grow after treatment; no length of control is guaranteed.

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1. Application for filamentous algae	\$ <u>560.00</u>
2. Follow up inspection approximately 3-10 days after	\$ <u>INCLUDED</u>
3. Written service report	\$ <u>INCLUDED</u>
TOAL OF SERVICES ACCEPTED	\$ <u>560.00</u>

Customer must shut off irrigation for 24 hours

\$560.00 of the above sum-total shall be due and payable upon execution of this Agreement, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **June 18, 2023**.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

Signed Pasco Gibson

Pasco Gibson, Sales Manager

CUSTOMER

Signed Kim O'Mera Dated 5/22/2023

Name Kim O'Mera, District Manager

Terms & Conditions

Major Application

1. The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a. Periodic treatments to maintain control of noxious submerged floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - c. Determination of dissolved oxygen levels prior to treatment, as deemed necessary; to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - d. Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation.
 - e. CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS, may be used at rates equal to or lower than maximum label recommendations.
 - f. Triploid grass carp stocking, if included, will be performed at stocking rates determined by the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - g. CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - h. When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reason, help to maintain ecological balance.
2. Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
3. CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
4. If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
5. Federal and State regulations require that various water time-use restrictions by observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
6. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
7. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
8. CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
9. The amount is firm for the entire term of the original Agreement.
10. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
11. THE LAKE DOCTORS reserve the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
12. Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
13. This Agreement is assignable by CUSTOMER upon prior written consent by THE LAKE DOCTORS.
14. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
15. Agreements that include debris removal shall consist of: Casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.

ATTACH PAYMENT HERE



The Lake Doctors, Inc.
Aquatic Management Services

Navarre Branch
8307 East Bay Blvd
Navarre, FL. 32566
navarre@lakedoctors.com
www.lakedoctors.com

Water Management Agreement Major Application

PG/717616

This Agreement, made this 1st day of August 2023 is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME Somerset Community Development District

BILLING ADDRESS c/o Rizzetta & Company 3434 Colwell Ave., Suite 200

CITY Tampa **STATE** FL **ZIP** 33614 **PHONE** (850)629-0153

EMAIL ADDRESS komera@rizzetta.com

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: Email invoices to: cddinvoice@rizzetta.com

Hereinafter called "CUSTOMER"

REQUESTED START DATE: Coordinate with Town Operations per Irrigation restrictions
PURCHASE ORDER #: _____

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of **ONE TIME APPLICATION** from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s): **Somerset CDD, Alys Beach, Fl.**

Includes a major application for bladderwort. Aquatic weeds will re-grow after treatment; no length of control is guaranteed.

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1.	Application for bladderwort	\$ 560.00
2.	Follow up inspection approximately 15-20 days after	\$ INCLUDED
3.	Detailed service report	\$ INCLUDED
TOTAL OF SERVICES ACCEPTED		\$ 560.00
Customer must shut off irrigation for 3 days.		

\$560.00 of the above sum-total shall be due and payable upon execution of this Agreement, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **August 31, 2023**.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

Signed

Pasco Gibson, Sales Manager

CUSTOMER

Signed

Dated Aug 1, 2023

Name Robert Stenhammer

Terms & Conditions

Major Application

1. The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a. Periodic treatments to maintain control of noxious submerged floating and emerged aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - c. Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - d. Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation.
 - e. CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS, may be used at rates equal to or lower than maximum label recommendations.
 - f. Triploid grass carp stocking, if included, will be performed at stocking rates determined by the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - g. CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - h. When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reason, help to maintain ecological balance.
2. Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
3. CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
4. If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
5. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
6. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
7. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
8. CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
9. The amount is firm for the entire term of the original Agreement.
10. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
11. THE LAKE DOCTORS reserve the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
12. Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
13. This Agreement is assignable by CUSTOMER upon prior written consent by THE LAKE DOCTORS.
14. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
15. Agreements that include debris removal shall consist of: Casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.

FORM OF ADDITIONAL SERVICES ORDER

WORK AUTHORIZATION #8 FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the “**Work Authorization**”), dated August 08, 2023 authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement* (the “**Agreement**”), dated October 1, 2021, by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Walton County, Florida, and having offices at c/o Rizzetta & Company, Inc., 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407 (“**District**”); and

RIP’S PROFESSIONAL LAWN CARE, INC., a Florida corporation, with a mailing address of 511 North Highway 79, Panama City Beach, Florida 32413 (the “**Contractor**,” and collectively with the District, the “**Parties**”).


SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide additional landscape and irrigation maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Additional Services**”).

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.


Secretary

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Chairman, Board of Supervisors

RIP'S PROFESSIONAL LAWN CARE, INC.

By: _____
Its: _____

Exhibit A: Proposal/Scope of Additional Services

Rip's Professional Lawn Care, Inc

511 North Highway 79
Panama City Beach, FL 32413
850-233-6396

Invoice

Date	Invoice #
8/8/2023	79197

Bill To
Somerset Community Development District c/o Rizzetta & Company 3434 Colwell Ave., Suite 200 Tampa, FL 33614

P.O. No.	Terms	Project
		McGee Pump

Quantity	Description	Rate	Amount
	McGee Well Pump Replacement	4,850.00	4,850.00
	Pump: Pearl 4" Submersible 5hp 80GPM - PDWater Systems 80' 2" Dropline, 2" Check Valve, 2" Drop Seal, 2" Misc Fittings, Labor		
	Warranty: One Year from installation date 08/04/2023		
		Total	\$4,850.00

FORM OF ADDITIONAL SERVICES ORDER

WORK AUTHORIZATION #9 FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the “**Work Authorization**”), dated August 21, 2023 authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement* (the “**Agreement**”), dated October 1, 2021, by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Walton County, Florida, and having offices at c/o Rizzetta & Company, Inc., 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407 (“**District**”); and

RIP’S PROFESSIONAL LAWN CARE, INC., a Florida corporation, with a mailing address of 511 North Highway 79, Panama City Beach, Florida 32413 (the “**Contractor**,” and collectively with the District, the “**Parties**”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide additional landscape and irrigation maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Additional Services**”).

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

RIP'S PROFESSIONAL LAWN CARE, INC.

Witness

By: _____
Its: _____

Exhibit A: Proposal/Scope of Additional Services

Rip's Professional Lawn Care, Inc

511 North Highway 79
Panama City Beach, FL 32413
850-233-6396

Estimate

Date	Estimate #
8/18/2023	5-4883

Name / Address
EBSCO Gulf Coast Development 9581 County Highway 30-A East – Bldg D Alys Beach, FL 32461

Project
McGee Well

Description	Qty	Rate	Total
Installation of pressure tank, pressure switch, fittings and labor		1,600.00	1,600.00
5 year warranty on tank			
Total			\$1,600.00

Murdock Investments LLC
dba GRIFFIN TRAFFIC SIGNALS

5324 E. 14th St.
 Panama City, FL 32404
 USA

Voice: (850)270-2715
 Fax: (850)270-2715

Email: griffintraffic@gmail.com
 Web Site: www.griffintraffic.com

PROPOSAL

Proposal Number: N Sea Garden Wreck
 Proposal Date: Aug 16, 2023
 Complete By: Aug 16, 2023
 Page: 1

To:
Somerset CDD c/o Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614



Customer ID		
Somerset CDD		
Customer Contact		Payment Terms
		Net 30 Days

Quantity	Item	Description	Unit Price	Amount
1.00		N. Sea Garden & 30A - RRFB Repair:		
		Labor of crew	900.00	900.00
1.00		Mobilization of crew	750.00	750.00
1.00		Materials: F&I new sign holder, sign, button, & wiring. Use existing pole.	750.00	750.00
Subtotal				2,400.00
Sales Tax				
Freight				0.00
TOTAL PROPOSAL AMOUNT				2,400.00

Bid assumes General Contractor will provide MOT unless specified in pay items.
Bid assumes General Contractor will provide Performance Bond and/or Warranty Bond unless specified in Pay Items.

Tab 6

Estimate

#1212684

From: Arbor Tree Care

PO Box 36022 Panama City, FL 32412
(850)785-0153

Amount:

\$13,000.00

Expiration Date:

9/15/2023

**Bill To: Somerset Community
Development District Rizzetta &
Co. Inc.**

3434 Colwell Ave suite 200,
Tampa, FL 33614, USA
8507142995

Item	Rate (excl. tax)	Quantity	Tax	Total
Tree Trimming 30A between butteries Trim 52 large palms	\$6,500.00	1		\$6,500.00
Tree Trimming 30A between butteries -Second trimming Trim 52 large palms	\$6,500.00	1		\$6,500.00
Subtotal				\$13,000.00
Total				\$13,000.00

Terms & Conditions:

Work will be completed in a workmanlike manner according to standard practices. Any added work beyond provided specifications will be an additional charge. Arbor Tree Care employs ISA Certified Arborists and carries Workers Compensation and General Liability policies. Although we take careful steps to protect your property, the property owner or authorized agent agrees that Arbor Tree Care will not be held responsible for any cracked concrete, underground pipes or irrigation, wire cables, septic tanks, etc. unless clearly marked by Property Owner or authorized agent. A 3% processing fee will be applied to all credit card transactions.

Estimate

#1212683

From: Arbor Tree Care

PO Box 36022 Panama City, FL 32412
(850)785-0153

Amount:

\$13,000.00

Expiration Date:

9/15/2023

Bill To: Alys Beach

**Neighborhood Assoc c/o
Rizzetta & Co.**

3434 Colwell Avenue suite 200,
Tampa, FL, USA
8507142995

Item	Rate (excl. tax)	Quantity	Tax	Total
Tree Trimming 30A between butteries Trim 52 large palms	\$6,500.00	1		\$6,500.00
Tree Trimming 30A between butteries -Second trimming Trim 52 large palms	\$6,500.00	1		\$6,500.00
Subtotal				\$13,000.00
Total				\$13,000.00

Terms & Conditions:

Work will be completed in a workmanlike manner according to standard practices. Any added work beyond provided specifications will be an additional charge. Arbor Tree Care employs ISA Certified Arborists and carries Workers Compensation and General Liability policies. Although we take careful steps to protect your property, the property owner or authorized agent agrees that Arbor Tree Care will not be held responsible for any cracked concrete, underground pipes or irrigation, wire cables, septic tanks, etc. unless clearly marked by Property Owner or authorized agent. A 3% processing fee will be applied to all credit card transactions.

FORM OF ADDITIONAL SERVICES ORDER

WORK AUTHORIZATION #10 FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the “**Work Authorization**”), dated August 21, 2023 authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement* (the “**Agreement**”), dated October 1, 2021, by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Walton County, Florida, and having offices at c/o Rizzetta & Company, Inc., 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407 (“**District**”); and

RIP’S PROFESSIONAL LAWN CARE, INC., a Florida corporation, with a mailing address of 511 North Highway 79, Panama City Beach, Florida 32413 (the “**Contractor**,” and collectively with the District, the “**Parties**”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide additional landscape and irrigation maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Additional Services**”).

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

RIP'S PROFESSIONAL LAWN CARE, INC.

Witness

By: _____
Its: _____

Exhibit A: Proposal/Scope of Additional Services

Rip's Professional Lawn Care, Inc

511 North Highway 79
Panama City Beach, FL 32413
850-233-6396

Estimate

Date	Estimate #
8/21/2023	5-4885

Name / Address
Somerset Community Development District c/o Rizzetta & Company 3434 Colwell Ave., Suite 200 Tampa, FL 33614

Project
SE Palm on 30A

Description	Qty	Rate	Total
Medjool Date Palm 25'	1	6,000.00	6,000.00
Labor	24	75.00	1,800.00
Disposal Fee	1	465.00	465.00
Freight		1,600.00	1,600.00
Total			\$9,865.00

Tab 7

This instrument was prepared by and upon recording should be returned to:

Tucker F. Mackie, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

[space above for recording purposes]

NON-EXCLUSIVE ENCROACHMENT AGREEMENT

THIS NON-EXCLUSIVE ENCROACHMENT AGREEMENT (“Agreement”) is executed as of _____, 2023, by and between the **SOMERSET COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407 (hereinafter, the “District”) and **EBSCO GULF COAST DEVELOPMENT, INC.**, a Delaware corporation, whose mailing address is 5724 Highway 280 East, Birmingham, Alabama 35242 (hereinafter “Owner”).

WITNESSETH

WHEREAS, Owner currently holds fee simple title to (i) the real property identified as Common Area on the plat (“**Plat**”) identified as “Alys Beach Block GG: Lots 4 and 5 Replat”, recorded as Instrument Number _____, in Plat Book ____, Page ____ of the Public Records of Walton County, Florida (“**Encroachment Area**” or “**Common Area**”) and (ii) Lot GG-5 as shown on the Plat (“**Lot GG-5**”); and

WHEREAS, the District is the beneficiary of a drainage easement granted in that certain Non-Exclusive Perpetual Drainage Easement dated _____, 2023 and recorded in Official Records Book ____, Page ____ of the Public Records of Walton County, Florida (“**Drainage Easement**”) over and across the Encroachment Area; and

WHEREAS, the preliminary home construction plans for Lot GG-5 include a front stoop (“**Stoop Improvements**”), which Stoop Improvements will encroach into a portion of the Common Area and the Owner requested that the District consent to such encroachment to facilitate construction of the Stoop Improvements; and

WHEREAS, the preliminary plans for the Common Area include a pedestrian path, landscape and irrigation improvements (collectively, “**Landscape Improvements**”, Landscape Improvements with Stoop Improvements collectively referred to herein as “**Improvements**”), which Landscape Improvements will encroach into the Common Area and the Owner requested that the District consent to such encroachment to facilitate installation and construction of the Landscape Improvements; and

WHEREAS, the District has agreed to consent to the construction and installation of the Improvements within the Encroachment Area, subject to the terms and conditions set forth in this Agreement.

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

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

2. PERMISSION. The District grants to Owner, and Owner's successors, assigns and permittees, the right, privilege and permission to construct, operate and maintain Improvements subject to the terms of this Agreement.

3. OWNER'S RESPONSIBILITIES. Owner shall have the following responsibilities as a condition of the District's consent to Owner's installation, operation and maintenance of the Improvements in the Drainage Easement. Specifically, Owner shall:

(a) be fully responsible for the installation, operation and maintenance of the Improvements;

(b) obtain any and all applicable permits and approvals relating to Improvements 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 installation, operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;

(d) ensure that the installation, 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, Owner shall immediately repair the damage or compensate the District for such repairs, at the District's option;

(e) ensure that Owner's exercise of privilege granted hereunder does not interfere with the District's rights under the Easement Agreement. For example, the Improvements to be installed within the Drainage Easement shall be installed so as not to impede the flow of surface water to the stormwater management facility or shall otherwise be constructed so as not to impede the flow of surface water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipes that may be located within the Drainage Easement. Owner shall be responsible for locating and identifying any such stormwater improvements and/or utilities, 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 the same, as needed. Owner shall ensure that the Improvements shall include the

installation of access gates, each at a width of not less than seventy-two inches and four feet in height;

(g) upon completion of the installation, continue to operate, maintain and repair the Improvements, in good and working condition; and

(h) keep the Encroachment 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 Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.

4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS. The privilege and permission granted herein is given to Owner as an accommodation. Owner acknowledges the legal interest of the District in the Drainage Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owner shall exercise the privilege granted herein at Owner's own risk, and agrees that Owner shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, except in the event of gross negligence or wanton misconduct of the District. Owner further acknowledges that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owner's expense, in order to repair or maintain its stormwater management facilities, and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

5. INDEMNIFICATION. Owner hereby agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto except in the event of gross negligence or wanton misconduct of the District. Additionally, nothing in this Agreement requires Owner to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owner as jointly liable parties; however, Owner shall indemnify the District for any and all percentage of fault attributable to Owner for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owner further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

6. COVENANTS RUN WITH THE LAND. This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the

parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners or dedicatees of any portion of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the (i) current owner(s) of GG-5 and its successors and assigns when in reference to the Stoop Improvements and (ii) the current owner of Common Area and its successors and assigns when in reference to the Landscape Improvements. When the Common Area is dedicated to the Alys Beach Neighborhood Association, Inc. (the "**ABNA**"), "Owner" of the Common Area shall mean ABNA. Upon the sale of the Property, the Owner shall advise the subsequent owner(s) of the terms and conditions of this Agreement.

7. AMENDMENTS. Except as may be otherwise set forth herein, this Easement Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Walton County, Florida.

8. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. ALYS BEACH NEIGHBORHOOD ASSOCIATION, INC. District acknowledges that the Common Area has been or will be dedicated by Owner to the ABNA as Commons under the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Neighborhood at Alys Beach, Inc. recorded in Official Records Book 3047, Page 4124 of the Public Records of Walton County, Florida. District agrees that the ABNA shall be a beneficiary of the rights of Owner in this Agreement. By consenting hereto, the ABNA hereby agrees to comply with the obligations herein as to the Landscape Improvements.

10. ENFORCEMENT. In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

11. APPLICABLE LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Walton County, Florida.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[Signatures on the following pages]

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.

Signed, sealed and delivered
in the presence of:

EBSCO Gulf Coast Development, Inc.

(Signature)

By: _____

(Print Name)

Its: _____

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of **EBSCO Gulf Coast Development, Inc.** He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

Signed, sealed and delivered
in the presence of:

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

(Signature)

By: _____

(Print Name)

Its: Chairperson, Board of Supervisors

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as Chairperson of the Board of Supervisors of the **Somerset Community Development District**, a unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, on behalf of said District. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

CONSENT: In accordance with Section 9 of this Agreement, the undersigned hereby consents hereto.

Signed, sealed and delivered
in the presence of:

Alys Beach Neighborhood Association, Inc.,

(Signature)

By: _____

Print Name: _____

(Print Name)

Its: _____

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by means of (___) physical presence or (___) online notarization by _____, as _____ of **Alys Beach Neighborhood Association, Inc.** He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

This instrument was prepared by, and upon recording, should be returned to:

Tucker F. Mackie, Esq.
Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301

NON-EXCLUSIVE PERPETUAL DRAINAGE EASEMENT

This **Non-Exclusive Perpetual Drainage Easement** (“**Easement**”) is made and entered into this _____ day of _____, 2023, by and between:

EBSCO Gulf Coast Development, Inc., a Florida corporation, whose address is 5724 Highway 280 E., Birmingham, Alabama 35242 (“**Grantor**”); and

Somerset Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407 (the “**District**”).

WITNESSETH

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, repairing, operating, and/or maintaining certain public infrastructure improvements, including but not limited to wetlands and drainage and stormwater management improvements; and

WHEREAS, Grantor presently holds fee simple title to the real property identified on the attached **Exhibit A**, which is incorporated herein by this reference (the “**Easement Area**”) over which Grantor wishes to grant a 12’ drainage easement (the “**Drainage Easement**”); and

WHEREAS, the District will be responsible for the maintenance of the drainage improvements installed within the Drainage Easement; and

WHEREAS, Grantor and the District acknowledge that use of the Drainage Easement is necessary for the District to carry out its essential purpose; and

WHEREAS, Grantor accordingly desires to grant to the District a perpetual easement over the Drainage Easement for the purpose of installation, construction, maintenance, repair, replacement, reconstruction, or any combination thereof by the District of the drainage improvements (“**Drainage Improvements**”) to be installed within the Drainage Easement, and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

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; OPERATION AND MAINTENANCE. Grantor hereby grants to the District, its successors, and assigns, a perpetual non-exclusive drainage easement over, upon, under, through, and across the Easement Area for ingress and egress and the construction, installation, repair, reconstruction, use, maintenance and operation thereof by the District of the Drainage Improvements thereupon, if any, to have and to hold the same unto the District, its successors and assigns. The District agrees to operate and maintain the Drainage Improvements consistent with industry standards and the requirements of all applicable permits, approvals and law. Grantor shall be prohibited from installing any permanent fixtures within the Easement Area without the express written permission from the District except that the District acknowledges and agrees that the (i) owner of Lot GG-5 adjoining the west side of the Easement Area may construct a stoop in accordance with Note 11 of the Alys Beach Block GG: Lots 4 And 5 Replat, recorded in Plat Book ____, Page ____ and as Instrument Number _____, in the Official Records of Walton County, Florida and (ii) Grantor or the ABNA may construct or install a pedestrian path, landscape and irrigation improvements in the Easement Area.

3. DAMAGE. In the event that the District, its respective employees, agents, assignees, or contractors cause damage to the Easement Area or any of the improvements located within the Easement Area, or causes damage to Grantor's other property or any improvements located thereon, in the exercise of the easement rights granted herein, the District, at its sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade within thirty (30) days after receiving written notice of the occurrence of any such damage. Further, the District 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 by, for, or on behalf of the District. District 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. Notwithstanding the foregoing, Grantor acknowledges that, with adequate written notice, the District may remove all, or any portion or portions, of any improvements (with the exception of the Drainage Improvements) located within the Easement Area at Owner's expense, in order to repair or maintain its Drainage Improvements, and that the District is not obligated to re-install such improvements to their original location and is not responsible for any loss or damage to such improvements, or supporting structures relating to the same as a result of such removal. In the event that Grantor, its respective employees, agents or contractors, cause damage to the Drainage Improvements located within the Easement Area, Grantor, at Grantor's sole cost and expense, agrees to commence and diligently pursue the restoration of the Drainage Improvements so damaged to as nearly as practical to the original condition, within thirty (30) days after receiving written notice of the occurrence of any such damage, and Grantor shall allow no lien to attach to the Easement Area or any Drainage Improvements located thereon arising out of work performed by, for, or on behalf of Grantor.

4. 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.

5. NON-INTERFERENCE. District 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.

6. INDEMNIFICATION. To the extent allowed by law, the District agrees to indemnify and hold Grantor harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the use of the Easement Area by the District, their agents, or employees or independent contractors. Grantor agrees that nothing contained in this Easement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.

7. 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.

8. ENFORCEMENT OF EASEMENT. 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.

9. Alys Beach Neighborhood Association, Inc. District acknowledges that the Easement Area has been or will be dedicated by Grantor to the Alys Beach Neighborhood Association, Inc., a Florida not for profit corporation (the "ABNA") as Commons under the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Neighborhood at Alys Beach, Inc. recorded in Official Records Book 3047, Page 4124 of the Public Records of Walton County, Florida. District agrees that the ABNA shall be a beneficiary of the rights of Grantor granted in this Easement. By consenting hereto, the ABNA hereby consents to this Easement and agrees to comply with the obligations of Sections, 2, 3 and 4 above.

10. 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 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):

GRANTOR: EBSCO Gulf Coast Development, Inc.
5724 Highway 280 E.
Birmingham, Alabama 35242
Attn: _____

ABNA: Alys Beach Neighborhood Association, Inc.
120 Richard Jackson Boulevard, Suite 220

Panama City Beach, Florida 32407

DISTRICT: Somerset Community Development District
120 Richard Jackson Blvd., Suite 220
Panama City, Florida 32407
Attn: District Manager

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

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. Except as otherwise stated herein, 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.

13. CONTROLLING LAW; VENUE. This Easement shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Walton County, Florida.

14. PUBLIC RECORDS. Grantor 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. BINDING EFFECT. This Easement and all of the provisions of this Easement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Area.

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.

[Signatures on Next Page]

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.

Signed, sealed and delivered
in the presence of:

EBSCO Gulf Coast Development, Inc.

(Signature)

By: _____

Its: _____

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by means of (___) physical presence or (___) online notarization by _____, as _____ of **EBSCO Gulf Coast Development, Inc.** He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

Signed, sealed and delivered
in the presence of:

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

(Signature)

By: _____
Its: Chairperson, Board of Supervisors

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by means of (___) physical presence or (___) online notarization by _____, as Chairperson of the Board of Supervisors of the **Somerset Community Development District**, a unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, on behalf of said District. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

CONSENT: In accordance with Section 9 of this Easement, the undersigned hereby consents hereto.

Signed, sealed and delivered
in the presence of:

Alys Beach Neighborhood Association, Inc.,

(Signature)

By: _____

Print Name: _____

(Print Name)

Its: _____

(Signature)

(Print Name)

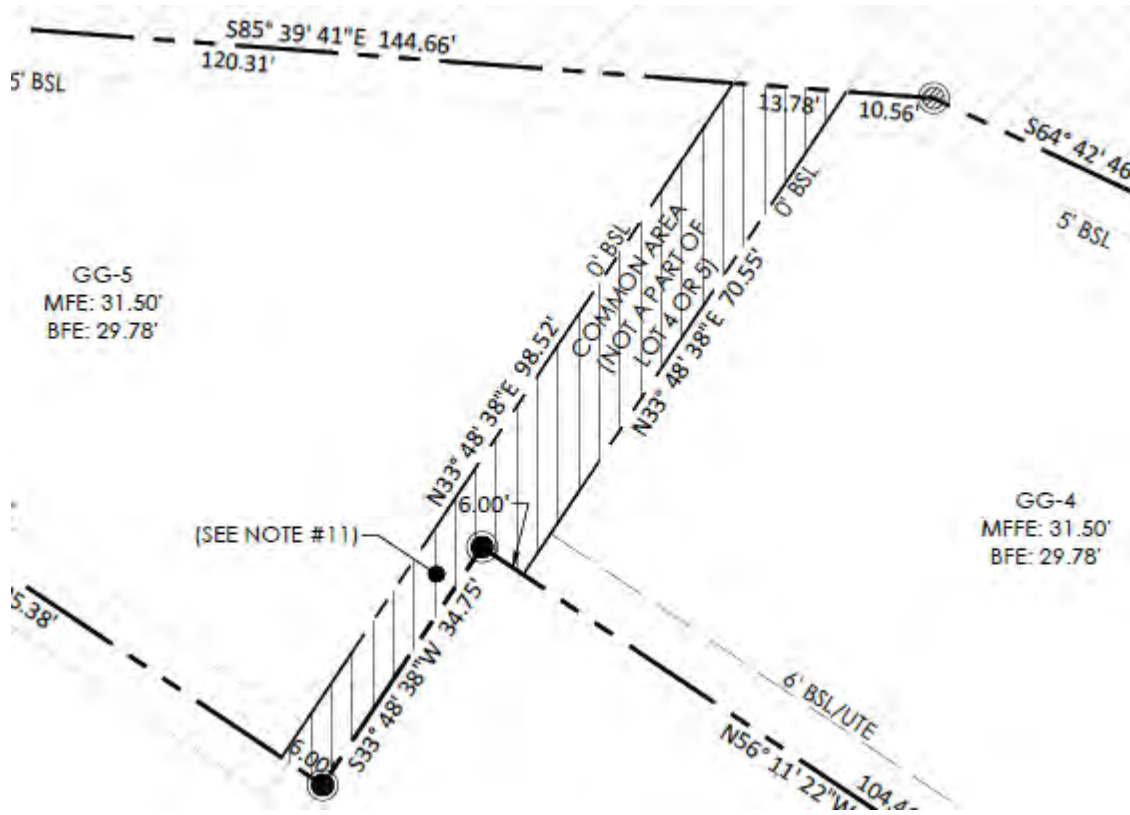
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by means of () physical presence or () online notarization by _____, as _____ of **Alys Beach Neighborhood Association, Inc.** He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

EXHIBIT A

THE COMMON AREAS SHOWN ON THE PLAT IDENTIFIED AS “ALYS BEACH BLOCK GG: LOTS 4 AND 5 REPLAT”, RECORDED IN PLAT BOOK ____, PAGE ____ AND AS INSTRUMENT NUMBER _____, IN THE OFFICIAL RECORDS OF WALTON COUNTY, FLORIDA and depicted as follows:



4892-0197-1830, v. 1

Tab 8



Attention: Scott Buchewicz

Via email: sbuchewicz@alysbeach.com

Re: LETTER OF AGREEMENT FOR ALYS BEACH
FLWAL_CALYSBEACH_L02101_05102023

Project 9581 E Co Hwy 30A- Alys Beach, FL 32461
Address:

Date: May 10, 2023

I am pleased to submit for your review and signature the following Letter of Agreement for your project.

By signing this agreement, you are confirming that you are legally authorized to enter into a contract with Dune Doctors, LLC; furthermore, you confirm your authorization to sign financial obligations and to negotiate terms of this contract.

(Space left blank intentionally)

DELIVERABLE	SCOPE	COST
PHASE 4	<p align="center">DUNE MANAGEMENT Annual Maintenance Program</p>	<p align="right">\$106,744.89</p>
<p align="center">MAINTENANCE</p>	<p><u>Dune Doctors proposes to maintain the scrub zone and dune area seaward of the CCCL over the entire width of Alys Beach. (Restoration and Plant Installation to repair construction damage not included)</u></p> <p><u>On a monthly basis, our team will walk the entire dune area and scrub zone to remove:</u></p> <ul style="list-style-type: none"> - trash and debris, - invasive vines, and - weeds. <p>QUARTER ONE: November 2023 – January 2024</p> <p><u>DUNE AREA:</u></p> <ul style="list-style-type: none"> - Pruning of dead flower stalks. - Removal of dead plant material. <p><u>SCRUB ZONE: Area K</u></p> <ul style="list-style-type: none"> - Prune the DEP-protected trees and shrubs present in the scrub zone. The vegetation shall be lowered according to DEP regulations: no more than 12” to 14” of height, depending on the species, shall be removed. - Add pine straw from the CCCL seaward 15-20 feet. <p>QUARTER TWO: February 2024 – April 2024</p> <p><u>DUNE AREA:</u></p> <ul style="list-style-type: none"> - Add flowers for beautification purposes throughout the dune. <p><u>SCRUB ZONE: Areas L & N</u></p> <ul style="list-style-type: none"> - Prune the DEP-protected trees and shrubs present in the scrub zone. The vegetation shall be lowered according to DEP regulations: no more than 12” to 14” of height, depending on the species, shall be removed. - Add pine straw from the CCCL seaward 15-20 feet. 	<p align="right">\$106,744.89</p>

	<p>QUARTER THREE: May 2024 – July 2024</p> <p><u>DUNE AREA:</u> - One fertilization event of the whole dune.</p> <p><u>SCRUB ZONE: Areas O & P</u> - Prune the DEP-protected trees and shrubs present in the scrub zone. The vegetation shall be lowered according to DEP regulations: no more than 12” to 14” of height, depending on the species, shall be removed. - Add pine straw from the CCCL seaward 15-20 feet.</p> <p>QUARTER FOUR: August 2024 – October 2024</p> <p><u>DUNE AREA:</u> - One fertilization event of the whole dune. - Add flowers for beautification purposes throughout the dune.</p> <p><u>SCRUB ZONE: Areas S & R</u> - Prune the DEP-protected trees and shrubs present in the scrub zone. The vegetation shall be lowered according to DEP regulations: no more than 12” to 14” of height, depending on the species, shall be removed. - Add pine straw from the CCCL seaward 15-20 feet.</p>	
--	--	--

Total Project Cost: \$106,744.89

TERMS	
Due upon Completion of Quarter One Maintenance Visit:	\$26,686.23
Due upon Completion of Quarter Two Maintenance Visit:	\$26,686.22
Due upon Completion of Quarter Three Maintenance Visit:	\$26,686.22
Due upon Completion of Quarter Four Maintenance Visit:	\$26,686.22
Return this signed Letter of Agreement to: Frederique@DuneDoctors.com	Required to schedule project
Make Checks Payable to: Dune Doctors LLC 1501 North 9th Avenue Pensacola, Florida 32503	Required to commence project

Total Cost of Your Project: \$106,744.89

Please sign and return this document as soon as possible; as no project activity, including reservation of plants, may progress without a signed Letter of Agreement and the required down payment.

Dune Doctors, LLC is honored to be entrusted to complete your coastal erosion control project. Should you have questions or needs please feel free to contact us at (850) 939-7737; we will be more than happy to discuss your project. At Dune Doctors, we look forward to exceeding your expectations and adding you to our growing list of satisfied customers.

Dune Doctors, LLC



Frederique Beroset
Owner, MBA & MS Biology

DATE: May 10, 2023

SIGNATURE: _____
Authorized Property Agent/Owner

DATE: _____

PRINT NAME HERE: _____

CONDITIONS

1. Dune Doctors, LLC guarantees that over 90% of our plants will be thriving at 90 days. Any Irrigation administered to our plants outside of the instruction provided by Dune Doctors, LLC will automatically void the guarantee. Irrigation stunts the development of the plants' roots and accelerates erosion.
2. Dune Doctors, LLC does NOT warranty damage or destruction of work due to Act of God or negligence outside of our control (examples include watering, foot traffic, storm damage and maintenance not performed by Dune Doctors, LLC, etc.)
3. All proposals are valid for 90 days.
4. Dune Doctors' work does not guarantee the elimination of all storm-related damage, but endeavors to be a natural insurance policy to mitigate storm-impact to your property and potential special assessment costs.
5. Dune Doctors only installs high-quality plants. Depending on when you sign our contract, if we are replenishing our stock of plants, it may take up to 90 days for the developing plants to be ready for installation, potentially delaying the start of the project.
6. A placement location for dumpsters shall be provided on Alys Beach property.



Area K to be completed by July 31, 2023

K

Area L completed on 11/23/2022

L

Area N completed 11/18/2022

N

Area O to be completed by 10/31/2023

O

Area S to be completed by 10/31/2023

S

Area's P & R pruning is being completed now with an estimated completion date of 04/28/2023

P

R

Tab 9



Rizzetta & Company

Somerset Community Development District

www.somersetcdd.org

Proposed Budget for Fiscal Year 2023-2024

Presented by: Rizzetta & Company, Inc.

120 Richard Jackson Boulevard, Ste #220
Panama City Beach, FL 32407
Phone: 850-334-9055

rizzetta.com

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Rizzetta & Company

**Approved Proposed Budget
Somerset Community Development District
General Fund
Fiscal Year 2023/2024**

	Chart of Accounts Classification	Actual YTD through 06/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll	\$ 540,963	\$ 524,195	\$ 514,569	\$ 9,626	\$ 594,758	\$ 80,189	Tax/Off Roll determined upon final roll certification.
6	Off Roll	\$ 352,080	\$ 352,079	\$ 352,079	\$ -	\$ 280,494	\$ (71,585)	Tax/Off Roll determined upon final roll certification.
7								
8	TOTAL REVENUES	\$ 893,043	\$ 876,274	\$ 866,648	\$ 9,626	\$ 875,252	\$ 8,604	
9								
10	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11								
12	TOTAL REVENUES AND BALANCE FORWARD	\$ 893,043	\$ 876,274	\$ 866,648	\$ 9,626	\$ 875,252	\$ 8,604	
13								
14	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
15								
16	EXPENDITURES - ADMINISTRATIVE							
17								
18	Legislative							
19	Supervisor Fees	\$ 2,800	\$ 3,733	\$ 5,500	\$ 1,767	\$ 5,500	\$ -	Maintained at same rate.
20	Financial & Administrative							
21	Administrative Services	\$ 4,290	\$ 5,720	\$ 5,720	\$ -	\$ 6,292	\$ 572	
22	District Management	\$ 20,648	\$ 27,530	\$ 27,530	\$ -	\$ 30,283	\$ 2,753	
23	District Engineer	\$ 8,700	\$ 34,500	\$ 16,500	\$ (18,000)	\$ 19,500	\$ 3,000	
24	Disclosure Report	\$ 1,500	\$ 1,500	\$ 1,750	\$ 250	\$ 1,500	\$ (250)	Per agreement.
25	Trustees Fees	\$ 1,684	\$ 3,550	\$ 5,000	\$ 1,450	\$ 3,950	\$ (1,050)	
26	Assessment Roll	\$ 5,500	\$ 5,500	\$ 5,500	\$ -	\$ 6,050	\$ 550	
27	Financial & Revenue Collections	\$ 4,125	\$ 5,500	\$ 5,500	\$ -	\$ 6,050	\$ 550	
28	Accounting Services	\$ 14,475	\$ 19,300	\$ 19,300	\$ -	\$ 21,230	\$ 1,930	
29	Auditing Services	\$ 1,000	\$ 3,600	\$ 3,500	\$ (100)	\$ 4,500	\$ 1,000	Placeholder, monitor prior to final.
30	Arbitrage Rebate Calculation	\$ 950	\$ 450	\$ 500	\$ 50	\$ 500	\$ -	Per agreement fo FY 23, 24, and 25
31	Public Officials Liability Insurance	\$ 3,341	\$ 3,341	\$ 3,730	\$ 389	\$ 3,730	\$ -	In line with FY23/24 renewal estimates from Egis Insurance
32	Legal Advertising	\$ 1,216	\$ 1,621	\$ 2,000	\$ 379	\$ 2,000	\$ -	Maintained at same rate.
33	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	Payable annually to the state.
34	Miscellaneous Fees	\$ -	\$ 250	\$ 250	\$ -	\$ 250	\$ -	Maintained at same rate.
35	ADA Website Hosting, Maintenance, Remediation and Compliance	\$ 5,400	\$ 7,200	\$ 7,200	\$ -	\$ 7,500	\$ 300	
36	Legal Counsel							
37	District Counsel	\$ 8,450	\$ 14,801	\$ 15,000	\$ 199	\$ 15,000	\$ -	Maintained at same rate.
38								
39	Administrative Subtotal	\$ 84,254	\$ 138,272	\$ 124,655	\$ (13,617)	\$ 134,010	\$ 9,355	
40								
41	EXPENDITURES - FIELD OPERATIONS							
42								
43	Electric Utility Services							
44	Utility - Street Lights	\$ 2,507	\$ 3,343	\$ 33,000	\$ 29,657	\$ 6,450	\$ (26,550)	Decreased based on projections, allowance for assuming new meters.
45	Utility - Irrigation	\$ 24,193	\$ 32,257	\$ 32,000	\$ (257)	\$ 36,500	\$ 4,500	Slight increase per projections
46	Stormwater Control							

**Somerset Community Development District
Debt Service
Fiscal Year 2023/2024**

Chart of Accounts Classification	Series 2022 (Refunding)	Budget for 2023/2024
REVENUES		
Special Assessments		
Net Special Assessments	\$963,480.69	\$963,480.69
TOTAL REVENUES	\$963,480.69	\$963,480.69
EXPENDITURES		
Administrative		
Financial & Administrative		
Debt Service Obligation	\$963,480.69	\$963,480.69
Administrative Subtotal	\$963,480.69	\$963,480.69
TOTAL EXPENDITURES	\$963,480.69	\$963,480.69
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Walton County Collecction Costs (2%) and Early Payment Discounts (4%): 6.0%

Gross assessments **\$1,024,979.46**

Notes:

1. Tax Roll Collection Costs and Early Payment Discounts are 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2023/2024 O&M Budget		\$1,595,252.00
Washton County Collection Costs @	2%	\$33,941.53
Early Payment Discount @	4%	\$67,883.06
2023/2024 Total		<u>\$1,697,076.60</u>

2022/2023 O&M Budget	\$1,516,648.00
2023/2024 O&M Budget	\$1,595,252.00

Total Difference	<u><u>\$78,604.00</u></u>
------------------	---------------------------

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
Bond Series 2022 Debt Service - Commercial ⁽¹⁾	\$939.33	\$939.33	\$0.00	0.00%
Operations/Maintenance - Commercial	\$1,478.63	\$1,522.95	\$44.32	3.00%
Total	\$2,417.96	\$2,462.28	\$44.32	1.83%
Bond Series 2022 Debt Service - Single Family ⁽¹⁾	\$1,252.44	\$1,252.44	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,971.51	\$2,030.60	\$59.09	3.00%
Total	\$3,223.95	\$3,283.04	\$59.09	1.83%

⁽¹⁾ Due to a change in development plan and increase in unit density, the Series 2022 debt service assessments have been reallocated.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$1,595,252.00
COLLECTION COSTS @	2.0%	\$33,941.53
EARLY PAYMENT DISCOUNT @	4.0%	\$67,883.06
TOTAL O&M ASSESSMENT		\$1,697,076.60

LOT SIZE	UNITS ASSESSED		EAU FACTOR	ALLOCATION OF O&M ASSESSMENT			TOTAL SERIES 2022 (REFUNDING) DEBT SERVICE ASSESSMENT	PER LOT ANNUAL ASSESSMENT		
	O&M	SERIES 2022 (REFUNDING) DEBT SERVICE ⁽¹⁾		TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET		O&M ⁽²⁾	SERIES 2022 (REFUNDING) DEBT SERVICE ⁽³⁾⁽⁵⁾	TOTAL ⁽⁴⁾
PLATTED LOTS										
SINGLE & MULTI FAMILY	558	558	1.00	558.00	66.77%	\$1,133,076.57	\$698,861.52	\$2,030.60	\$1,252.44	\$3,283.04
COMMERCIAL	13.22	13.22	1K sf 0.75	9.92	1.19%	\$20,133.43	\$12,417.94	\$1,522.95	\$939.33	\$2,462.28
Total Platted	571.22	571.22		567.92	67.95%	\$1,153,210.00	\$711,279.46			
UNPLATTED LOTS										
SINGLE & MULTI FAMILY	229	229	1.00	229.00	27.40%	\$465,008.12	\$268,214.76	\$2,030.60	\$1,252.44	\$3,283.04
COMMERCIAL	51.78	51.78	1K sf 0.75	38.84	4.65%	\$78,858.47	\$45,485.24	\$1,522.95	\$939.33	\$2,462.28
Total Unplatted	280.78	280.78		267.84	32.05%	\$543,866.60	\$313,700.00			
TOTAL COMMUNITY	852	852		835.75	100.00%	\$1,697,076.60	\$1,024,979.46			
LESS: Walton County Collection Costs (2%) and Early Payment Discounts (4%):						(\$101,824.60)	(\$61,498.77)			
Net Revenue to be Collected:						\$1,595,252.00	\$963,480.69			
PER ACRE ASSESSMENTS - UNPLATTED										
UNPLAT BY ACREAGE ⁽²⁾	34.53	34.53				\$543,866.60	\$313,700.00	\$15,751.92	\$9,085.64	\$24,837.56

⁽¹⁾ Reflects the number of total lots with Series 2022 debt outstanding.

⁽²⁾ Assessments are allocated on an equal assessment per acre basis until lots are platted.

⁽³⁾ Annual debt service assessment per lot adopted in connection with the Series 2022 bond issue. Annual assessment includes principal, interest, Walton County collection costs and early payment discounts.

⁽⁴⁾ Annual assessment that will appear on November 2023 Walton County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles, and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for the management and administration of the District's day-to-day needs. These services include the conducting of board meetings, workshops, the overall administration of District functions, all required state, and local filings, preparation of the annual budget, purchasing, risk management, preparing various resolutions, and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.



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Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on the property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.



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District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Facilities Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.



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Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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Tab 10

RESOLUTION 2023-09

THE ANNUAL APPROPRIATION RESOLUTION OF THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Somerset Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Somerset Community Development District for the Fiscal Year Ending September 30, 2024.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND(S)	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024, or within 60 days following the end of the Fiscal Year 2023/2024, may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 21ST DAY OF AUGUST 2023.

ATTEST:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Fiscal Year 2023/2024 Budget

Tab 11

RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Somerset Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Walton County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A,"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

- B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 21st day of August 2023.

ATTEST:

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Exhibit A
Budget

Exhibit B

Assessment Roll (Uniform Method)

Assessment Roll (Direct Collect)

Tab 12

**AGREEMENT BY AND BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT AND
EBSCO GULF COAST DEVELOPMENT, INC., REGARDING THE DIRECT COLLECTION OF
SPECIAL ASSESSMENTS FOR
FISCAL YEAR 2023-2024**

This **Agreement** is made and entered into as of this ____ day of _____, 2023, by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Walton County, Florida (hereinafter “**District**”), and

EBSCO GULF COAST DEVELOPMENT, INC., a Delaware corporation and the owner of a portion of the property located within the boundaries of the District (hereinafter, the “**Property Owner**”). For purposes of this agreement, Property Owner’s property is more particularly described in **Exhibit “A”** attached hereto (the “**Property**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by Walton County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District has determined to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, pursuant to sections 190.021 and 190.022, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District (“**O&M Assessments**”), and, regardless of imposition method, and pursuant to sections 190.021, 190.022, and 190.026, and Chapters 170 and 197, *Florida Statutes*, the District may collect such O&M Assessments by direct bill or on the tax roll; and

WHEREAS, Property Owner agrees that the O&M Assessments, which were imposed on the lands within the District, including the Property, have been validly imposed and constitute valid, legal and binding liens upon the lands within the District; and

WHEREAS, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method of levying, collecting and enforcing the O&M Assessments, and previously levied debt services assessments, if any (together, the “**Special Assessments**”), against the Property once platted and collect such Special Assessments on the Walton County tax roll for platted lots; and

WHEREAS, the District and Property Owner desire to arrange for the direct collection of the District’s Special Assessments prior to platting of the Property; and

WHEREAS, Property Owner desires to provide for the direct payment of Special Assessments.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **VALIDITY OF SPECIAL ASSESSMENTS.** Property Owner agrees that the Special Assessments have been validly imposed and constitute valid, legal and binding liens upon the lands within the District. Property Owner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series Assessments.

3. **COVENANT TO PAY.** Property Owner agrees to pay the O&M Assessments and its previously levied debt service assessments attributable to the Property, regardless of whether Property Owner owns the Property at the time of such payment. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these Special Assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about September 15, 2023, indicating the exact amount of the O&M Assessments and its previously levied debt service being certified for collection in Fiscal Year 2023/2024. If Property Owner does not pay such invoice in full prior to December 1, 2023, then to the extent permitted by law, Property Owner may pay the Special Assessments in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024, and 25% due no later than May 1, 2024. The District's decision to collect Special Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Special Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

4. **ENFORCEMENT.** This Agreement shall serve as an alternative method for collection of the Special Assessments. This Agreement shall not affect the District's ability to collect and enforce its Special Assessments by any other method authorized by Florida law. Property Owner acknowledges that the failure to pay the Special Assessments may result in the initiation of a foreclosure action, or, at the District's sole discretion, delinquent assessments may be certified for collection on a future Walton County tax bill. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for fiscal year 2023-2024, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the Special Assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

5. **NOTICE.** All notices, payments and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Property Owner: EBSCO Gulf Coast Development, Inc.
9581 East County Highway 30A, Bldg. 1
Alys Beach, Florida 32461
Attn: Tess Howard

If to the District: Somerset Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

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

6. **AMENDMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

7. **AUTHORITY.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

9. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

10. **ATTORNEYS' FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this 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 Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

12. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

14. **EFFECTIVE DATE.** The Agreement shall take effect as of October 1, 2023.

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

Attest:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Its: _____

EBSCO GULF COAST DEVELOPMENT, INC.,
a Delaware corporation

Witness

By: _____
Name: _____
Title: _____

EXHIBIT A
Description of the Property



LEGAL DESCRIPTION

LEGAL DESCRIPTION

THE WEST ONE-HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26,
TOWNSHIP 3 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA;
LESS AND EXCEPT: THE RIGHT-OF-WAY OF STATE ROAD S-30-A

AND

THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF FRACTIONAL
SECTION 27, TOWNSHIP 3 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA.

LESS AND EXCEPT: THE RIGHT-OF-WAY OF STATE ROAD S-30-A;

LESS AND EXCEPT: A 77.77 FEET WIDE STRIP OF LAND ALONG THE WEST LINE OF THE (E
1/2) OF THE SE 1/4 OF SAID SECTION 27, LYING NORTH OF STATE ROAD S-30-A, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE (NE 1/4) OF THE (SE 1/4) OF SECTION 27,
TOWNSHIP 3 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA; THENCE NORTH 89°29'08"
EAST ALONG THE NORTH LINE OF SAID (SE 1/4), FOR A DISTANCE OF 77.77 FEET; THENCE
SOUTH 01°20'28" WEST, ALONG A LINE WHICH IS 77.77 FEET EAST OF AND PARALLEL WITH
THE WEST LINE OF THE (EAST 1/2) OF THE (SE 1/4) A DISTANCE OF 1283.85 FEET TO A
POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD S-30-A; THENCE NORTH
66°55'13" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 83.72
FEET TO A POINT ON THE WEST LINE OF THE (E 1/2) OF THE (SE 1/4); THENCE NORTH
01°20'28" EAST, ALONG SAID WEST LINE FOR A DISTANCE OF 1251.72 FEET TO THE POINT
OF BEGINNING.

ALSO LESS AND EXCEPT: A 93.54 FEET WIDE STRIP OF LAND ALONG THE WEST LINE OF
THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 27,
LYING SOUTH OF STATE ROAD S-30-A, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST (NW) CORNER OF THE (E 1/2) OF THE (SE 1/4) OF
SECTION 27, TOWNSHIP 3 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA; THENCE S.01
20'28"W ALONG SAID WEST LINE OF THE EAST 1/2 (E 1/2) OF THE SOUTHEAST QUARTER
(SE 1/4) OF SECTION 27 FOR A DISTANCE OF 1359.37 FEET TO A POINT ON THE
SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD S-30-A AND THE POINT OF BEGINNING;
THENCE S.66°55'13"E ALONG SAID SOUTHERLY RIGHT-OF-WAY FOR A DISTANCE OF 100.51
FEET; THENCE S.01°22'00"W ALONG A LINE WHICH IS 93.54 FEET EAST OF AND PARALLEL
WITH THE WEST LINE OF THE (EAST 1/2) OF THE (SE 1/4) FOR A DISTANCE OF 1050.00
FEET TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE N.65°25'37"W
ALONG THE MEANDER OF THE MEAN HIGH WATER LINE OF THE WATERS OF THE GULF OF
MEXICO FOR A DISTANCE OF 101.77 FEET; THENCE RUN N.01°22'00"E FOR A DISTANCE OF
1047.15 FEET TO THE POINT OF BEGINNING.

AND

FRACTIONAL SECTION 34, TOWNSHIP 3 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA,
TOGETHER WITH ALL RIPARIAN AND LITTORAL RIGHTS AND ALL PRIVILEGES OF AN UPLAND
OWNER APPERTAINING THERETO. PARCEL CONTAINS 158.49 ACRES, MORE OR LESS.

Sevenset Community Development District

- EBSCO Gulf Coast Development, Inc.
Developer
- Moore Bass Consulting, Inc.
Civil Engineer



Tab 13

RESOLUTION 2023-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2023-24; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Somerset Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Walton County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2023-24 annual meeting schedule attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2023-24 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st day of August 2023.

ATTEST:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A

**BOARD OF SUPERVISORS MEETING DATES
SOMERSET COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023-24**

The Board of Supervisors of the Somerset Community Development District will hold their regular meetings for Fiscal Year 2023-24 at the Alys Beach Conference Room, 84 Elbow Beach Road, Building 1, Alys Beach, Florida 32461, at 2:00 p.m. unless otherwise indicated as follows:

November 23, 2023	2:00 p.m.
February 19, 2024	2:00 p.m.
May 20, 2024	2:00 p.m.
August 19, 2024	2:00 p.m.

Kim O'Mera
District Manager