

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

August 20, 2024

BOARD OF SUPERVISORS PUBLIC HEARING AND REGULAR MEETING AGENDA

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Waterside Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

August 13, 2024

Board of Supervisors
Waterside Community Development District

Dear Board Members:

The Board of Supervisors of the Waterside Community Development District will hold a Public Hearing and Regular Meeting on August 20, 2024 at 2:30 p.m., at the Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2024-06, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date
4. Consideration of Fiscal Year 2024/2025 Budget Funding Agreement
5. Consideration of Resolution 2024-07, Directing the Chairman and District Staff to Request the Passage of an Ordinance by the Board of County Commissioners of Martin County, Florida, Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of that Process; and Providing an Effective Date
 - A. Consideration of Boundary Amendment Funding Agreement
6. Consideration of Resolution 2024-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
7. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

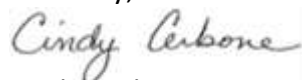
8. Ratification Items
 - A. Amendment to Restated Development Agreement
 - B. Quit Claim Deed
 - C. Easement Agreement
 - D. Bill of Sale and Limited Assignment [Roadway Improvements]
9. Acceptance of Unaudited Financial Statements as of June 30, 2024
10. Approval of June 3, 2024 Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *The Osborn Engineering Company*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 0 Registered Voters in District as April 15, 2024
 - NEXT MEETING DATE: September 17, 2024 at 2:30 PM
 - QUORUM CHECK

SEAT 1	TIMOTHY SMITH	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	WILLIAM FIFE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JOSH LONG	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JON SEIFEL	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	MICHAEL CAPUTO	☐ IN PERSON	☐ PHONE	☐ NO

12. Board Members' Comments/Requests
13. Public Comments
14. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 867 327 4756

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

3A



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

AFFIDAVIT OF PUBLICATION

Waterside CDD

Waterside Cdd

2300 Glades RD # 410W

Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

07/31/2024, 08/07/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/07/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$288.16

Tax Amount: \$0.00

Payment Cost: \$288.16

Order No: 10422354

of Copies:

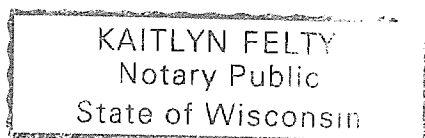
Customer No: 1070591

1

PO #: 2025 Budget Hearing

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



WATERSIDE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Waterside Community Development District ("District") will hold a public hearing on August 20, 2024, at 2:30 p.m., and at the Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997 for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431 ("District Manager's Office"), during normal business hours or by visiting the District's website at <https://watersidecdd.net/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record of the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. 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), for aid in contacting the District Manager's Office.

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

District Manager
PUBDATES JULY 31 AUG 7, 2024
TCN 10422354



WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2024-06

THE ANNUAL APPROPRIATION RESOLUTION OF THE WATERSIDE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2024, submitted to the Board of Supervisors ("**Board**") of the Waterside Community Development District ("**District**") proposed budget(s) ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**") 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 WATERSIDE 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 Malabar Community Development District for the Fiscal Year Ending September 30, 2025."
- 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 2024/2025, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2024/2025 or within 60 days following the end of the Fiscal Year 2024/2025 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 20TH DAY OF AUGUST, 2024.

ATTEST:

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Title: _____

By: _____

Its: _____

Exhibit A: Fiscal Year 2024/2025 Budget(s)

Exhibit A: Fiscal Year 2024/2025 Budget(s)

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
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**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Developer contribution - C1 (A Karis) Add'l land	\$ 2,189	\$ 582	\$ 1,607	\$ 2,189	\$ 2,870
Developer contribution	37,101	10,203	27,429	37,632	48,640
Total revenues	39,290	10,785	29,036	39,821	51,510
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	12,000	6,000	6,000	12,000	24,000
Legal	7,500	427	7,073	7,500	7,500
Engineering	5,000	-	5,000	5,000	5,000
Audit	5,000	-	5,000	5,000	5,000
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	276	1,224	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,200	300	5,500	5,720
Contingencies/bank charges	500	8	492	500	500
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	-	210	210	210
Total expenditures	39,290	13,141	26,149	39,290	51,510
Net increase/(decrease) of fund balance	-	(2,356)	2,887	531	-
Fund balance - beginning (unaudited)	-	(531)	(2,887)	(531)	-
Fund balance - ending (projected)	\$ -	\$ (2,887)	\$ -	\$ -	\$ -

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 24,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	7,500
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	5,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,000
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	1,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,720
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year.	
Website	
Hosting & maintenance	705
ADA compliance	210
Total expenditures	<u><u>\$ 51,510</u></u>

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - INDUSTRIAL BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Developer contribution - C1 (A Karis) Add'l land	\$ 5,801	\$ 271	\$ 5,530	\$ 5,801	\$ 12,238
Developer contribution	98,365	4,543	95,762	100,305	207,484
Total revenues	104,166	4,814	101,292	106,106	219,722
EXPENDITURES					
Professional & administrative					
Field operations manager	7,500	-	7,500	7,500	8,000
Field operations accounting	-	-	-	-	2,000
Landscape inspection	-	-	-	-	18,000
Stormwater management					
Wet ponds	3,500	3,900	-	3,900	15,000
Dry ponds	7,074	-	7,074	7,074	7,074
Streetlighting	18,600	-	18,600	18,600	18,600
Landscaping and irrigation maintenance					
Landscape maintenance	30,492	-	30,492	30,492	112,548
Arbor care/tree trimming	5,000	-	5,000	5,000	5,000
Plant replacement	5,000	-	5,000	5,000	5,000
Irrigation water	12,000	-	12,000	12,000	12,000
Irrigation repairs	2,500	-	2,500	2,500	2,500
Force main repairs	2,500	-	2,500	2,500	2,500
Roadway and monument maintenance	10,000	-	10,000	10,000	10,000
Industrial electricity	-	608	608	1,216	1,500
Signalization electricity	-	324	-	324	-
Total expenditures	104,166	4,832	101,274	106,106	219,722
Net increase/(decrease) of fund balance	-	(18)	18	-	-
Fund balance - beginning (unaudited)	-	-	(18)	-	-
Fund balance - ending (projected)	\$ -	\$ (18)	\$ -	\$ -	\$ -

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF SPECIAL REVENUE FUND - INDUSTRIAL EXPENDITURES**

EXPENDITURES

Field operations and maintenance

Field operations manager	\$ 8,000
Field operations accounting	2,000
Landscape inspection	18,000
Stormwater management	
Wet ponds	15,000
Dry ponds	7,074
Streetlighting	18,600
FPL Lighting Agreement	
Landscaping and irrigation maintenance	
Landscape maintenance	112,548
Arbor care/tree trimming	5,000
Plant replacement	5,000
Irrigation water	12,000
Irrigation repairs	2,500
Force main repairs	2,500
Roadway and monument maintenance	10,000
Industrial electricity	1,500
Total expenditures	<u><u>\$219,722</u></u>

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
LANDOWNER/DEVELOPER CONTRIBUTION COMPARISON
PROJECTED FISCAL YEAR 2025 LANDOWNER/DEVELOPER CONTRIBUTIONS**

Landowner/Developer Contribution					
Parcel	Developable Acres	FY 2025 GF Contribution per Acre	FY 2025 SRF-Industrial Contribution per Acre	FY 2025 Total Contribution per Acre	FY 2024 Total Contribution per Acre
A-1	1.43	\$ 359.98	\$ 1,535.55	\$ 1,895.53	\$ 1,002.56
B-1	17.29	359.98	1,535.55	1,895.53	1,002.56
B-2	15.72	359.98	1,535.55	1,895.53	1,002.56
C1 (Retail)	9.84	359.98	1,535.55	1,895.53	1,002.56
C1 (A Karis)	12.80	359.98	1,535.55	1,895.53	1,002.56
C1 (A Karis) Additional Land*	7.97	359.98	1,535.55	1,895.53	1,002.56
Ind 1	38.44	359.98	1,535.55	1,895.53	1,002.56
Ind 2	39.60	359.98	1,535.55	1,895.53	1,002.56
Total	143.09				

* The original C1 (A Karis) parcel contained 20.77 acres, of which 12.80 acres are currently contained within the boundaries of the District; the District expects to amend the its boundaries before end of Fiscal Year 2023; however, until the boundaries are amended and the District may conduct assessment or other proceedings for the 7.97-acre expansion parcel, its share of District costs is expected to be paid via a Developer Contribution, while the balance of the District costs is expected to be paid via a Landowner (within the District) Contribution

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

4

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 BUDGET FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and entered into this _____ day of _____, 2024, by and between:

Waterside Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

KL Waterside, LLC, a Delaware limited liability company, the primary developer of lands within the boundary of the District ("**Developer**") with a mailing address of 105 NE 1st Street, Delray Beach, Florida 33444.

RECITALS

WHEREAS, the District was established 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, Developer presently is developing the majority of all real property ("**Property**") within the District, which 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 District is adopting its general fund budget for Fiscal Year 2024/2025, which year concludes on September 30, 2025; and

WHEREAS, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2024/2025 budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

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. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments in the event of a funding deficit.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among 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.

3. **AUTHORIZATION.** 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 of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **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.

6. **ENFORCEMENT.** In the event that any 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.

7. **THIRD PARTY 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.

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

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among 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.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

Chair/Vice Chair, Board of Supervisors

KL WATERSIDE LLC

By: _____
Its: _____

Exhibit A: Fiscal Year 2024/2025 General Fund Budget

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSIDE COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waterside Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District desires to amend its boundaries to be consistent with the legal description set forth in **Exhibit A** ("**Boundary Amendment**"); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("**Board**"); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

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

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

2. AUTHORIZATION FOR BOUNDARY AMENDMENT. Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation necessary to seek the amendment of the District's boundaries as described in **Exhibit A**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

3. AUTHORIZATION FOR AGENT. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 20th day of August, 2024.

ATTEST:

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description of District Boundaries, as Amended

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

5A

BOUNDARY AMENDMENT FUNDING AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2024, by and between:

Waterside Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

KL Waterside LLC, a Delaware limited liability company, and whose address is 105 NE 1st Street, Delray Beach, Florida 33444 ("**Developer**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes* ("**Act**") for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure ("**Ordinance**"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, pursuant to Resolution 2024-____ the District has authorized a "**Boundary Amendment**" to amend the District's boundaries, and, in consideration, the Developer has agreed to fund all managerial, engineering, legal and other fees and costs that the District incurs in connection with the Boundary Amendment ("**Amendment Expenses**"); and

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. **PROVISION OF FUNDS.** The Developer agrees to make available to the District such monies as are necessary to fund the Amendment Expenses and enable the District to effect the Boundary Amendment. The Developer will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The District Manager shall require consultants to provide invoices for the Amendment Expenses separate from other services provided to the District.

2. **DISTRICT USE OF FUNDS.** The District agrees to use the Amendment Expenses solely for the Boundary Amendment. The District agrees to use its good faith best efforts to proceed in an expeditious manner to effect the Boundary Amendment. The District shall not have any obligation to reimburse or repay the Developer for funds made available to the District under this Agreement.

3. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (but not consequential, special or punitive damages), injunctive relief and/or specific performance.

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

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

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

7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, 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. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth in this Agreement.

9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement 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 to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement 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 contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

10. **ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

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

12. **TERMINATION.** Either party may terminate this Agreement upon a breach by the other party, notice of which breach shall be provided to all parties at the addresses noted above, and only after the breaching party is provided fifteen (15) calendar day's period to cure said breach.

13. **PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

14. **ARM'S LENGTH TRANSACTION.** 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 doubtful language will not be interpreted or construed against any party.

15. **SOVEREIGN IMMUNITY.** Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

16. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

18. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**WATERSIDE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

KL WATERSIDE LLC

By: _____
Its: _____

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSIDE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Waterside Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; 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.

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2024/2025 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 also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 20th day of August, 2024.

ATTEST:

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

WATERSIDE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997</i>		
<i>¹Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956.</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 15, 2024	Regular Meeting	2:30 PM
November 5, 2024¹	Landowners' Meeting	9:15 AM
November 19, 2024	Regular Meeting	2:30 PM
December 17, 2024	Regular Meeting	2:30 PM
January 21, 2025	Regular Meeting	2:30 PM
February 18, 2025	Regular Meeting	2:30 PM
March 18, 2025	Regular Meeting	2:30 PM
April 15, 2025	Regular Meeting	2:30 PM
May 20, 2025	Regular Meeting	2:30 PM
June 17, 2025	Regular Meeting	2:30 PM
July 15, 2025	Regular Meeting	2:30 PM
August 19, 2025	Regular Meeting	2:30 PM
September 16, 2025	Regular Meeting	2:30 PM

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

7

Memorandum

To: Board of Supervisors

From: District Management

Date: August 20, 2024

RE: HB7013 - Special Districts Performance Measures and Standards Reporting

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A: Goals, Objectives and Annual Reporting Form

WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

8A

This instrument was prepared by:

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

FIRST AMENDMENT TO RESTATED CDD DEVELOPMENT AGREEMENT – WATERSIDE CDD

THIS FIRST AMENDMENT TO THE RESTATED CDD DEVELOPMENT AGREEMENT – WATERSIDE CDD (“Amendment”) amends that prior *Restated CDD Development Agreement – Waterside CDD*, recorded in the Public Records of Martin County, Florida at CFN#3030302 BK 3390 PG 2314 (**“Agreement”**). Specifically, and pursuant to Section 4.B. of the Agreement, the District is exercising its rights to unilaterally amend the Agreement, and hereby joins the Added Industrial Property, which is described in **Exhibit 1**, to the Agreement. **Exhibit A** of the Agreement is hereby amended to include **Exhibit 1** attached hereto, and **Exhibit B** of the Agreement is hereby replaced with the sample O&M budget and map shown in **Exhibit 2** attached hereto. Except as expressly set forth in this Amendment, the Agreement remains in full force and effect. The execution of this Amendment has been duly authorized by the appropriate body or official of each party; each party has complied with all of the requirements of law; and each party has full power and authority to comply with the terms and provisions of this instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR FIRST AMENDMENT]

Executed as of the ____ day of _____, 2024.

WITNESS

WATERSIDE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, **Chairperson**, of **WATERSIDE COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

[SIGNATURE PAGE FOR FIRST AMENDMENT]

Executed as of the ____ day of _____, 2024.

WITNESS

KCS ICEBOX SUA 1, LLC

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as _____ of KCS Icebox SUA 1, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A: LEGAL DESCRIPTION OF ADDED INDUSTRIAL PROPERTY
EXHIBIT B: SAMPLE O&M BUDGET AND MAP

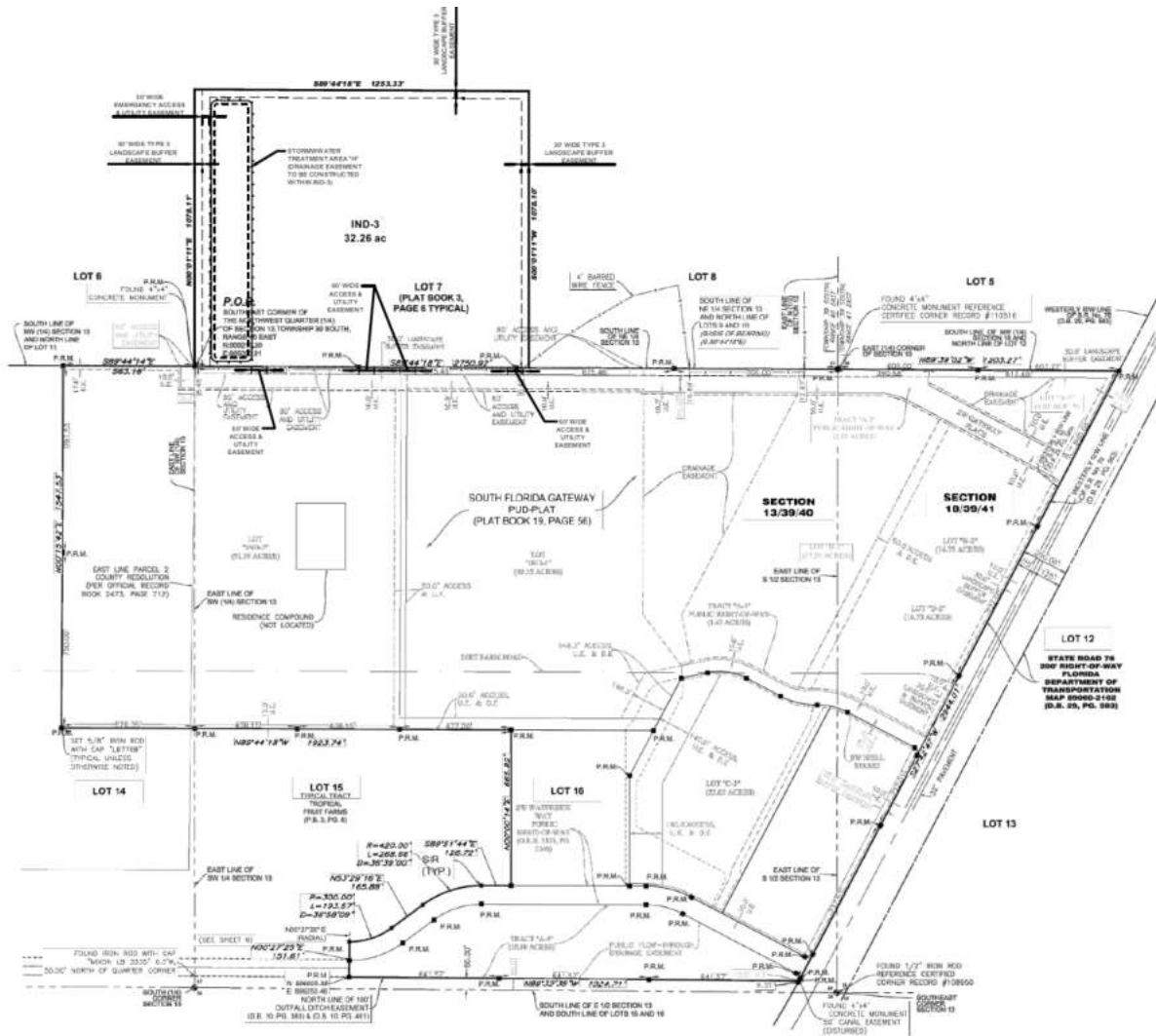
EXHIBIT A: LEGAL DESCRIPTION OF ADDED INDUSTRIAL PROPERTY

EXHIBIT B: SAMPLE O&M BUDGET AND MAP

GENERAL FUND BUDGET	
Professional & Admin	\$39,290
TOTAL GENERAL FUND BUDGET	\$39,290
INDUSTRIAL FUND BUDGET	
Field Operations Manager	\$7,500
Stormwater Management	
Wet Ponds	\$3,500
Dry Ponds	\$7,074
Streetlighting	\$18,600
Landscaping & Irrigation Maintenance	
Landscape Maintenance	\$30,492
Arbor Care/Tree Trimming	\$5,000
Plant Replacement	\$5,000
Irrigation Water	\$12,000
Irrigation Repairs	\$2,500
Force Main Repairs	\$2,500
Roadway and Monument Maintenance	\$10,000
TOTAL INDUSTRIAL BUDGET	\$104,166
TOTAL ALL BUDGETS	\$143,456

PARCEL	DEVELOPABLE ACRES	FY 2024 GF AMOUNT/ACRE	FY 2024 IND AMOUNT/ACRE	FY 2024 TOTAL/ACRE	FY 2024 TOTAL
A-1	1.43	\$224.07	\$594.05	\$818.12	\$ 1,169.91
B-1	17.29	\$224.07	\$594.05	\$818.12	\$ 14,145.29
B-2	15.72	\$224.07	\$594.05	\$818.12	\$ 12,860.85
C1 (Retail)	9.84	\$224.07	\$594.05	\$818.12	\$ 8,050.30
C1 (A Karis)	12.80	\$224.07	\$594.05	\$818.12	\$ 10,471.94
C1 (A Karis)	7.97	\$224.07	\$594.05	\$818.12	\$ 6,520.42
IND 1	38.44	\$224.07	\$594.05	\$818.12	\$ 31,448.53
IND 2	39.60	\$224.07	\$594.05	\$818.12	\$ 32,397.55
IND 3	32.26	\$224.07	\$594.05	\$818.12	\$ 26,392.55

WATERSIDE CDD BOUNDARY MAP (AND MAP OF INDUSTRIAL PROPERTY (AS OF JULY 2023))



MAINTENANCE & OPERATION RESPONSIBILITIES

DRAINAGE SYSTEMS GENERAL MAINTENANCE

ALL STORMWATER PIPES, CATCH BASINS, MANHOLES, POND INFLOW AND OUTFALL STRUCTURES (INCLUDING OIL SKIMMERS), AND DISCHARGE PIPES SHOULD BE INSPECTED ON A YEARLY BASIS. STRUCTURES SHALL BE MAINTAINED BY REMOVING BUILT-UP DEBRIS, VEGETATION, AND REPAIRING DETERIORATING/DAMAGED STRUCTURES.

CHEMICALS, OILS, GREASES, OR SIMILAR WASTES ARE NOT TO BE DISPOSED OF DIRECTLY TO THE STORMWATER FACILITY OR THROUGH STORM SEWERS. DISPOSE OF THESE POTENTIALLY DANGEROUS MATERIALS PROPERLY BY TAKING THEM TO RECYCLING FACILITIES OR TO COLLECTION LOCATIONS. DO NOT DISPOSE OF GRASS CLIPPINGS IN A STORMWATER MANAGEMENT SYSTEM (SWMS).

ACCUMULATED SEDIMENTS IN PONDS MAY CONTAIN HEAVY METALS SUCH AS LEAD, CADMIUM, AND MERCURY, AS WELL AS OTHER POTENTIALLY HAZARDOUS MATERIALS. SEDIMENTS REMOVED FROM STORM SEWERS, INLETS, PIPES, AND PONDS SHOULD BE DISPOSED OF AT AN APPROVED FACILITY. CHECK WITH THE COUNTY SOLID WASTE DEPARTMENT OR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR DISPOSAL FACILITIES APPROVED TO ACCEPT SEDIMENTS REMOVED FROM TREATMENT PONDS AND/OR STRUCTURES.

DURING ANY REPAIR OR MAINTENANCE ACTIVITY, USE CARE TO AVOID CAUSING EROSION OR SILTATION TO ADJACENT OR OFF-SITE AREAS.

ALTERATIONS (FILLING, ENLARGING, ETC.) OF ANY PART OF THE STORMWATER FACILITY IS NOT PERMITTED UNDER THIS MAINTENANCE PLAN.

MOSQUITO GROWTH CAN BE MINIMIZED IN A SWMS WITH THE FOLLOWING PREVENTATIVE MEASURES:

- DO NOT DUMP GRASS CLIPPINGS OR OTHER ORGANIC DEBRIS INTO A SWMS – DECAYING GRASS CLIPPINGS AND OTHER DECOMPOSING VEGETATION CREATE IDEAL CONDITIONS FOR BREEDING MOSQUITOES.
- CLEAN OUT ANY OBSTRUCTIONS THAT GET INTO THE SYSTEM. DEBRIS CAN OBSTRUCT FLOW AND HARBOR MOSQUITO EGGS AND LARVAE.
- REMOVE PISTIA STRATIOTES (WATER LETTUCE) AND EICHORNIA CRASSIPES (WATER HYACINTH) WHICH NOURISH AND SHELTER MOSQUITO LARVAE.
- STOCK PONDS WITH PREDATORY "MOSQUITO FISH" - GAMBUSIA MINNOWS, WHICH MAY BE COLLECTED FROM OTHER PONDS AND DITCHES AND INTRODUCED INTO YOUR SWMS.

DITCHES AND SWALES

- DITCHES AND SWALES SHOULD BE MOWED ON A MONTHLY BASIS AND CLEANED OF ACCUMULATED REFUSE/DEBRIS. DURING THE MOWING OPERATIONS, DITCHES AND SWALES SHOULD BE INSPECTED FOR BARE SPOTS, DAMAGE, OR EROSION. BARE AREAS SHOULD BE SODDED OR SEEDED TO REPLACE THE GRASS COVER. IN THE CASE OF EROSION, REPLACE THE MISSING SOILS AND BRING THE AREA BACK TO GRADE.

DRY DETENTION AREAS

ON A YEARLY BASIS, AN INSPECTION OF THE POND AND OUTFALL STRUCTURE SHOULD BE MADE TO ENSURE THE SYSTEM IS WORKING PROPERLY. REPAIRS MAY INCLUDE SCARIFYING OR RAKING THE POND BOTTOM, OR THE REMOVAL OF THE BOTTOM FOOT OF SOIL AND REPLACEMENT WITH CLEAN SAND. MOW POND FREQUENTLY TO PREVENT VEGETATIVE BUILDUP. PICK UP GRASS CLIPPINGS AFTER CUTTING. DO NOT FERTILIZE GRASS WITHIN THE POND, AND LIMIT FERTILIZATION AROUND THE POND AREA.

INSTALL SOD IN ANY AREAS WHERE GRASS OR SOD HAS BEEN REMOVED OR ERODED.

- KEEP THE OUTFALL STRUCTURE CLEAR OF DEBRIS AND VEGETATION.

DRAINAGE STRUCTURES

OUTFALL STRUCTURES SHALL BE INSPECTED MONTHLY FOR DEBRIS AND CLOGGING. DEBRIS OR OTHER FOREIGN MATERIALS SHALL BE PROMPTLY REMOVED.

CATCH BASIN GRATES SHALL BE VISUALLY INSPECTED MONTHLY AND AFTER SIGNIFICANT RAINFALLS. ANY OBSTRUCTING DEBRIS SHOULD BE PROMPTLY REMOVED.

CATCH BASIN SUMPS SHALL BE INSPECTED SEMI-ANNUALLY. DEBRIS THAT MAY OBSTRUCT THE CATCH BASINS SHOULD BE PROMPTLY REMOVED. SEDIMENT DEPOSITS IN CATCH BASINS SUMPS GREATER THAN TWELVE INCHES SHALL BE VACUUMED. PIPING ADJACENT TO CULVERTS SHALL BE VACUUMED AT THE SAME TIME AS SUMP VACUUMING.

ANY OBVIOUS STRUCTURAL FAILURES OR CLOGGED STRUCTURES SHALL BE REPAIRED IMMEDIATELY.

- ALL TRENCH DRAINS SHALL BE INSPECTED BI-WEEKLY FOR DEBRIS AND CLOGGING. DEBRIS OR OTHER FOREIGN MATERIALS SHALL BE PROMPTLY REMOVED.



360 Central Avenue, Suite 1150
St. Petersburg, FL 33701
(727) 209-0436
FL COA 27367

KL Waterside LLC
SOUTH FLORIDA GATEWAY PUD

OSBORN PROJ: 20200558.300
PREPARED BY: SKK
WATERSIDE CDD
MAINTENANCE AND OPERATION
RESPONSIBILITIES

EX-7.1

Unless otherwise stated in Contract, The Osborn Engineering Company retains copyright ownership. Instruments of Service may only be used for the purpose described in the Contract. The Osborn Engineering Company may grant specific usage rights under license, and / or may transfer copyright ownership / assignment in writing. Reproduction, re-use or re-distribution of Instruments of Service is prohibited.

P:\KL Waterside LLC\20200558.300 KL Waterside - Waterside Industrial Planning - Final Ph 1 SOW\Drawings\CD\Exhibits\CDD\Exhibits\20200558 - Exhibit 7.dwg
8/29/2022 10:40 AM Kapiol, Shane

MAINTENANCE & OPERATION RESPONSIBILITIES (CONT.)

WET DETENTION PONDS

ON A YEARLY BASIS, AN INSPECTION OF THE POND AND OUTFALL STRUCTURE SHOULD BE MADE TO ENSURE THE SYSTEM IS WORKING PROPERLY. SLOUGHING OF POND BANKS SHALL BE REPAIRED TO THE ORIGINAL DESIGN SLOPES AND COMPACTED. REMOVAL OF ALGAE BUILDUP AS IT ACCUMULATES.

MOW POND BANKS FREQUENTLY TO PREVENT VEGETATIVE BUILDUP. PICK UP GRASS CLIPPINGS AFTER CUTTING. DO NOT FERTILIZE GRASS WITHIN THE POND, AND LIMIT FERTILIZATION AROUND THE POND AREA.

INSTALL SOD IN ANY AREAS WHERE GRASS OR SOD HAS BEEN REMOVED OR ERODED.

KEEP THE OUTFALL STRUCTURE CLEAR OF DEBRIS AND VEGETATION.

LITTORAL SHELF WITHIN WET DETENTION PONDS SHALL BE INSPECTED QUARTERLY AT A MINIMUM UNTIL 100% SURVIVAL OF VEGETATION HAS BEEN ESTABLISHED. PLANTED VEGETATION SHALL BE MAINTAINED IN HEALTHY CONDITION, OR REPLACED WITH SUITABLE AQUATIC VEGETATION WHEN NECESSARY. REMOVAL OF EXOTIC VEGETATION (I.E. CATTAIL, BRAZILIAN PEPPER, WATER HYACINTH, WATER LETTUCE, ETC.) SHALL BE PROVIDED AS FREQUENTLY AS NECESSARY TO MAINTAIN LITTORAL SHELF AQUATIC DIVERSITY AS DESIGNED AND PERMITTED.

WET DETENTION PONDS SHALL BE MONITORED IN ACCORDANCE WITH THE LAKE AREA MANAGEMENT PLAN AS PROVIDED IN THE SPWMD CONCEPTUAL ENVIRONMENTAL RESOURCE PERMIT (ERP) 43-106173-P AND SUBSEQUENT CONSTRUCTION ERP'S.

ROADWAYS / COMMON AREAS

INTERNAL ROADWAYS SHALL BE KEPT IN A FUNCTIONAL, SAFE OPERATING CONDITION FOR THE USEFUL LIFE OF THE ROADWAY, WHICH IS EXPECTED TO BE 20 YEARS.

YEARLY INSPECTIONS OF THE ROADWAY SHALL BE PERFORMED TO IDENTIFY ANY HAZARDOUS CONDITIONS OR DEFICIENCIES AND REPAIRS MADE TO AVOID FURTHER DEGRADATION OR SAFETY CONCERNS. THE FOLLOWING SHALL BE REVIEWED ANNUALLY:

1. ASPHALT PAVEMENT

- LINEAR CRACKS LARGER THAN 1/8 INCH.
- ALLIGATOR CRACKING IN AREAS 2 FOOT SQUARE OR LARGER.
- SPALLING OF AGGREGATE.
- DELAMINATION FROM BASE COURSE.
- HOLES IN PAVEMENT AND/OR BASE.
- DEPRESSED OR RUTTED AREAS GREATER THAN ONE (1) INCH.

•

2. CURBS

- EXCESSIVE CRACKING BETWEEN CONTROL JOINTS.
- UNEVEN SETTLEMENT GREATER THAN 1/2 INCH.
- DAMAGE CAUSED BY VEHICULAR OR OTHER MEANS.

3. SIDEWALKS

- UNEVEN SETTLEMENT OF GREATER THAN 1/4 INCH.
- PEDESTRIAN TACTILE SURFACE TREATMENTS WEAR, DELAMINATION, OR COLORATION/PAINT (MUST MEET ADA REQUIREMENTS)

4. LANDSCAPING AND IRRIGATION SYSTEMS

- ALL LANDSCAPING SHALL BE MAINTAINED IN HEALTHY CONDITION.
- IRRIGATION SYSTEMS SHALL BE TESTED REGULARLY TO VERIFY 100% LANDSCAPE COVERAGE AND FREQUENCY OF IRRIGATION TO MEET LOCAL WATERING RESTRICTION REQUIREMENTS.
- GRASS OR OTHER GROUND COVERS SHALL BE MAINTAINED IN HEALTHY CONDITION TO AVOID BARE SPOTS, INSECT DAMAGE AND SPOIL EROSION.
- ANY EROSION THAT OCCURS SHALL BE REPAIRED IMMEDIATELY AND REPLACED TO HEALTHY CONDITIONS.

5. STREET LIGHTING (LEASED THROUGH FLORIDA POWER AND LIGHT)

- CONTACT FLORIDA POWER AND LIGHT LEASING AGENT OF ANY CONDITIONS REQUIRING MAINTENANCE.
- STREETLIGHT UTILITY POLES SHALL BE KEPT IN GOOD CONDITION AND REPAIRS FROM DAMAGE DUE TO VEHICLE OR LAWN EQUIPMENT IMPACTS.
- LIGHT FIXTURES SHALL BE CHECKED MONTHLY FOR FAULTY LIGHTING AND BULBS REPLACED WHEN NECESSARY.

6. SOUTH FLORIDA GATEWAY SIGNAGE

- ENTRY SIGNAGE SHALL BE KEPT IN GOOD CONDITION AND ANY DAMAGE REPAIRED UPON OBSERVANCE OF DAMAGE FROM ANY CAUSE.
- SIGNAGE SHALL BE INSPECTED FOR CONDITION OF PAINT OR OTHER FINISHES ANNUALLY AND NECESSARY REPAIRS MADE WHEN APPROPRIATE.
- SIGNAGE LIGHTING SHALL BE KEPT IN OPERABLE CONDITION AND FIXTURES OR BULBS REPLACED WHEN NECESSARY.
- LANDSCAPING AROUND SIGNAGE SHALL BE MAINTAINED TO NOT ABSCURE THE SIGN FACE AND/OR LIGHTING.



360 Central Avenue, Suite 1150
St. Petersburg, FL 33701
(727) 209-0436
FL COA 27367

www.osborn-eng.com

KL Waterside LLC
SOUTH FLORIDA GATEWAY PUD

OSBORN PROJ: 20200558.300
PREPARED BY: SKK
WATERSIDE CDD
MAINTENANCE AND OPERATION
RESPONSIBILITIES

EX-7.2

Unless otherwise stated in Contract, The Osborn Engineering Company retains copyright ownership. Instruments of Service may only be used for the purpose described in the Contract. The Osborn Engineering Company may grant specific usage rights under license, and / or may transfer copyright ownership / assignment in writing. Reproduction, re-use or re-distribution of Instruments of Service is prohibited.

P:\KL Waterside LLC\20200558.300 KL Waterside - Waterside Industrial Planning - Final Ph 1 SOW\Drawings\CDR\Exhibits\CDD P\cdon Exhibits\20200558 - Exhibit 7.dwg
8/29/2022 10:41 AM Kapi, Shane

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

8B

This instrument was prepared by:

(This space reserved for Clerk)

Jere Earlywine
Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the 26th day of July, 2024, by and among **KL WATERSIDE LLC**, a Delaware limited liability company ("**Developer**" and "**Grantor**"), whose mailing address is 105 NE 1st Street, Delray Beach, Florida 33444, and **WATERSIDE COMMUNITY DEVELOPMENT DISTRICT**, a community development district formed pursuant to Chapter 190, Florida Statutes ("**Grantee**"), whose address is c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby remise, release and quitclaim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, and more particularly below ("**Property**"):

Tracts A-2, A-3, and A-4, as identified on the plat entitled, "SOUTH FLORIDA GATEWAY PUD-PLAT" and recorded in the Public Records of Martin County, Florida at Plat Book 19, Pages 56-61.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

RESERVATION OF EASEMENT

Developer hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Developer and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property conveyed hereby, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, which shall be conveyed upon completion by separate instrument, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Developer's reservation of rights hereunder shall not be deemed to impose any obligations on Developer to maintain, repair or replace any part of the Property or improvements located thereon.

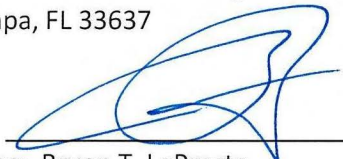
IN WITNESS WHEREOF, Developer has caused these presents to be executed on the day and year first above written.

WITNESS

KL WATERSIDE LLC

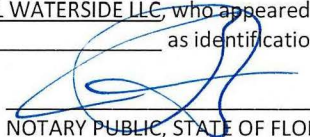
By: 
Name: Dana Rhodes
Address: 14025 Riveredge Dr. #175
Tampa, FL 33637

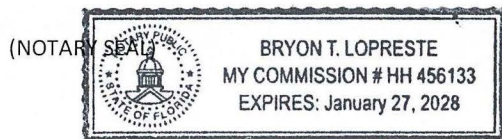
By: 
Name: James P. Harvey
Title: Authorized Signatory

By: 
Name: Bryon T. LoPreste
Address: 14025 Riveredge Dr. #175
Tampa, FL 33637

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of July, 2024, by James P. Harvey, as Authorized Signatory of KL WATERSIDE LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA



Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

8C

This instrument was prepared by:

Jere Earlywine
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of the 26th day of July, 2024, by **KL WATERSIDE LLC**, a Delaware limited liability company, with an address of 105 NE 1st Street, Delray Beach, Florida 33444 ("**Landowner**"), **SOUTH FLORIDA GATEWAY PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 105 NE 1st Street, Delray Beach, Florida 33444 ("**Association**," and together with Landowner, "**Grantor**"), and **WATERSIDE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Martin County, Florida, and whose mailing address is c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH:

WHEREAS, the District is responsible for the drainage system serving the community; and

WHEREAS, for the benefit of Grantee and its landowners and residents, and consistent with the Plat, Grantor desires to grant to Grantee certain easement rights to access and maintain the master drainage and other improvements ("**Improvements**"), located within certain easement areas identified herein; and

WHEREAS, Grantor acknowledges and agrees that the grant of easements hereunder shall not be interpreted as a grant of the Improvements, which may be done by separate bill of sale.

NOW THEREFORE, Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below:

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

2. Grant of Non-Exclusive Easement. Grantor (to the extent of Landowner's rights and Association's rights if any), hereby grants to the District, its successors, and assigns, the following "**Easements**" on the areas ("**Easement Areas**") identified below:

- a) A perpetual, non-exclusive drainage easement for access, ingress, egress, installation, construction, operation, maintenance, repair and replacement of stormwater improvements located within those certain "Access and Drainage Easements," "Drainage Easements" and "Landscape Buffer Easements," identified in the plat known as *South Florida Gateway PUD-Plat*, as recorded at Plat Book 19, Pages 56-61, of the Official Records of Martin County, Florida ("**Gateway Plat**"); and
- b) A perpetual, non-exclusive drainage easement for access, ingress, egress, installation, construction, operation, maintenance, repair and replacement of stormwater improvements located within those certain "Drainage and Access Easements," "Drainage Easements" and "Landscape Buffer Easements," identified in the plat known as *South Florida Gateway PUD-Plat C Lots*, as recorded at Plat Book 19, Pages 90-92, of the Official Records of Martin County, Florida ("**C-Lot Plat**," together with Gateway Plat, "**Plat**"); and

The Grantee shall be responsible for the ownership and maintenance of the Improvements, however, if the Grantee fails to maintain the Improvements, the Landowner and/or Association may (without obligation) maintain the Improvements and be reimbursed for its actual costs of same by Grantee within thirty (30) days of receipt of invoice from Landowner or Association, as applicable.

3. Inconsistent Use. Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.

4. Beneficiaries of Easement Rights. This Agreement shall be for the nonexclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Agreement.

5. Binding Effect. This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and shall run with the Easement Areas, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Areas.

6. Default. A default by any Party under this Agreement, which default remains uncured ten (10) days following receipt of notice from the other party regarding same, 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, but shall specifically exclude special, consequential or punitive damages.

7. Enforcement of Agreement. In the event that either Grantee or Grantor seeks to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. Notices. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). 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 Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

9. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

10. Controlling Law; Venue. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in Martin County, Florida.

11. Public Records. Grantor understands and agrees that all documents of any kind provided to Grantee or to District staff in connection with this Agreement are public records and are to be treated as such in accordance with Florida law.

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

13. Binding Effect. This Agreement and all of the provisions thereof 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 Areas.

14. 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 Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties hereto, and recorded in the Public Records of Martin County, Florida.

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

17. 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, Grantor and Grantee have caused these presents to be executed on the day and year first above written.

WITNESS

KL WATERSIDE LLC, a Delaware limited liability company


Name: Dana Rhodes
Address: 14025 Riveredge Dr. #175
Tampa, FL 33637

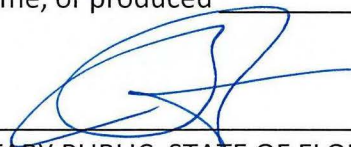
By: 
Name: James P. Harvey
Title: Authorized Signatory


Name: Bryon T. LoPreste
Address: 14025 Riveredge Dr. #175
Tampa, FL 33637

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of July, 2024, by James P. Harvey, as Authorized Signatory of KL WATERSIDE LLC, a Delaware limited liability company, who appeared before me this day in person, and who is either ☒ personally known to me, or produced _____ as identification.





NOTARY PUBLIC, STATE OF FLORIDA

Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[Signatures continue on following page]

WITNESSES

**SOUTH FLORIDA GATEWAY PROPERTY
OWNERS ASSOCIATION, INC.,** a Florida
not-for-profit corporation

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 2024, by
_____ as _____ of South Florida Gateway Property
Owners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who
appeared before me this day in person, and who is either personally known to me, or produced
_____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

WITNESSES

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____ as _____ of the Waterside Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

8D

BILL OF SALE AND LIMITED ASSIGNMENT
[ROADWAY IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 26th day of July, 2024, by and between **KL Waterside LLC**, a Delaware limited liability company, with an address of 105 NE 1st Street, Delray Beach, Florida 33444 ("**Grantor**"), and **Waterside Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title, and interest, of Grantor, if any, in and to the following property interests as described in **Exhibit A** (together, "**Property**") to have and to hold for Grantee's own use and benefit forever.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**AS IS, WHERE IS**", AND "**WITH ALL FAULTS**". The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

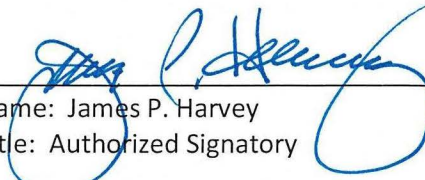
WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

KL WATERSIDE LLC

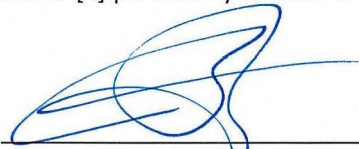
By: 
Name: Dana Rhodes

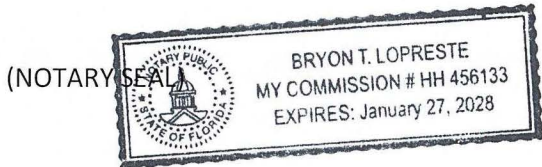

Name: James P. Harvey
Title: Authorized Signatory

By: 
Name: Bryon T. LoPreste

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of [x] physical presence or ☐ online notarization this 26th day of July, 2024 by James P. Harvey, as Authorized Signatory of KL WATERSIDE LLC, and with authority to execute the foregoing on behalf of the entity identified above, and who appeared before me this day in person, and who is either [x] personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA



Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A
DESCRIPTION & LOCATION OF IMPROVEMENTS

District-Owned Real Property:

Tracts A-2, A-3, and A-4, as identified on the plat entitled, "SOUTH FLORIDA GATEWAY PUD-PLAT" and recorded in the Public Records of Martin County, Florida at Plat Book 19, Pages 56-61.

Tangible Property:

Landscape Improvements – All landscape, including but not limited to plants, trees, timber, shrubbery, and other landscaping and plantings; and

Roadway Improvements – All public roads, pavement, curbing, streetlights and other physical improvements; and

Stormwater & Drainage Improvements – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes.

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2024**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024**

	General Fund	Specital Revenue Fund	Total Governmental Funds
ASSETS			
Cash	\$ 13,818	\$ -	13,818
Due from FSF Gateway	2,135	15,844	17,979
Due from Kolter Land Partner	1,075	5,163	6,238
Due from KCA Icebox SUA1	452	3,924	4,376
Due from general fund	-	7,142	7,142
Utility deposit	-	500	500
Total assets	<u>\$ 17,480</u>	<u>\$ 32,573</u>	<u>\$ 50,053</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 4,057	\$ 30,124	\$ 34,181
Due to Kolter LP	60	-	60
Due to KCA Icebox SUA1	25	-	25
Due to FSF gateway	89	-	89
Due to special revenue fund	7,142	-	7,142
Landowner advance - Kolter	6,000	673	6,673
Landowner advance - FSF Gateway	-	994	994
Landowner advance - KCA Icebox SUA1	-	283	283
Total liabilities	<u>17,373</u>	<u>32,074</u>	<u>49,447</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	3,488	23,203	26,691
Deferred receipts - A. Karis- Add. Land	173	1,728	1,901
Total deferred inflows of resources	<u>3,661</u>	<u>24,931</u>	<u>28,592</u>
Fund balances:			
Unassigned	(3,554)	(24,432)	(27,986)
Total fund balances	<u>(3,554)</u>	<u>(24,432)</u>	<u>(27,986)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 17,480</u>	<u>\$ 32,573</u>	<u>\$ 17,480</u>

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Developer contribution - C1 (A Karis) Add'l land	\$ -	\$ 966	\$ 2,189	44%
Developer contribution	1,806	16,174	37,101	44%
Total revenues	<u>1,806</u>	<u>17,140</u>	<u>39,290</u>	44%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	1,000	9,000	12,000	75%
Legal	105	2,005	7,500	27%
Engineering	-	286	5,000	6%
Audit	-	-	5,000	0%
Telephone	16	150	200	75%
Postage	-	-	500	0%
Printing & binding	42	375	500	75%
Legal advertising	1,519	1,796	1,500	120%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	75	91	500	18%
Meeting Room Rental	380	380	-	N/A
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total expenditures	<u>3,137</u>	<u>20,163</u>	<u>39,290</u>	51%
Excess/(deficiency) of revenues over/(under) expenditures	(1,331)	(3,023)	-	
Fund balances - beginning	(2,223)	(531)	-	
Fund balances - ending	<u>\$ (3,554)</u>	<u>\$ (3,554)</u>	<u>\$ -</u>	

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - INDUSTRIAL BUDGET
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Developer contribution - C1 (A Karis) Add'l land	\$ -	\$ 436	\$ 5,801	8%
Developer contribution	6,707	13,367	98,365	14%
Total revenues	<u>6,707</u>	<u>13,803</u>	<u>104,166</u>	13%
EXPENDITURES				
Field operations and maintenance				
Field operations manager	2,167	2,167	7,500	29%
Stormwater management				
Wet ponds	975	7,166	3,500	205%
Dry ponds	-	-	7,074	0%
Streetlighting	-	-	18,600	0%
Landscape maintenance	9,383	24,815	30,492	81%
Arbor care/tree trimming	-	-	5,000	0%
Plant replacement	-	-	5,000	0%
Irrigation water	-	-	12,000	0%
Irrigation repairs	-	-	2,500	0%
Irrigation inspection	2,167	2,167	-	N/A
Force main repairs	-	-	2,500	0%
Roadway and monument maintenance	-	-	10,000	0%
Electricity				
Industrial electricity	275	1,519	-	N/A
Signalization electricity	-	401	-	N/A
Total expenditures	<u>14,967</u>	<u>38,235</u>	<u>104,166</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	(8,260)	(24,432)	-	
Fund balances - beginning	(16,172)	-	-	
Fund balances - ending	<u>\$ (24,432)</u>	<u>\$ (24,432)</u>	<u>\$ -</u>	

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
WATERSIDE COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Waterside Community Development District held a Regular Meeting on June 3, 2024 at 2:30 p.m., at the Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997.

Present were:

Tim Smith	Vice Chair
Michael Caputo	Assistant Secretary
Jon Seifel	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Jere Earlywine (via telephone)	District Counsel
Todd Mosley	Atmos Living Management Group
Shane Willis (via telephone)	Operations Manager

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 2:31 p.m.

Supervisors Smith, Seifel and Caputo were present. Supervisors Fife and Long were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2024-03, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

Mr. Kantarzhi presented Resolution 2024-03. He reviewed the proposed Fiscal Year 2025 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes. The Fiscal Year 2025 budget will be Landowner-funded, with expenses funded as they are incurred.

On MOTION by Mr. Smith and seconded by Mr. Seifel, with all in favor, Resolution 2024-03, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law on August 20, 2024 at 2:30 p.m., at the Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-04, Ratifying the Actions of the District Manager in Redesignating the Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date

Mr. Kantarzhi presented Resolution 2024-04.

On MOTION by Mr. Smith and seconded by Mr. Caputo, with all in favor, Resolution 2024-04, Ratifying the Actions of the District Manager in Redesignating the Location for Landowners' Meeting to 9:15 a.m. on November 5, 2024, at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956; Providing for Publication, Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date

This item was deferred.

79

80 **SIXTH ORDER OF BUSINESS**

81 **Consideration of Atmos Living**
82 **Management Group Facilities**
83 **Management Agreement**

84 Mr. Kantarzhi presented the Atmos Living Management Group Facilities Management
85 Agreement.

86

87 **On MOTION by Mr. Smith and seconded by Mr. Seifel, with all in favor, the**
88 **Atmos Living Management Group Facilities Management Agreement, in the**
89 **amount of \$26,000, was approved.**

90

91

92 **SEVENTH ORDER OF BUSINESS**

93 **Acceptance of Unaudited Financial**
94 **Statements as of April 30, 2024**

95 **On MOTION by Mr. Smith and seconded by Mr. Seifel, with all in favor, the**
96 **Unaudited Financial Statements as of April 30, 2024, were accepted.**

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98

99 **EIGHTH ORDER OF BUSINESS**

100 **Approval of March 19, 2024 Regular**
101 **Meeting and Audit Committee Meeting**
102 **Minutes**

103

104 **On MOTION by Mr. Smith and seconded by Mr. Caputo, with all in favor, the**
105 **March 19, 2024 Regular Meeting and Audit Committee Meeting Minutes, as**
106 **presented, were approved.**

107

108

109 **NINTH ORDER OF BUSINESS****Staff Reports**

110

111 **A. District Counsel: Kutak Rock LLP**

112 Mr. Earlywine stated that work on the road conveyance and other open items is
113 underway.

114 **B. District Engineer: The Osborn Engineering Company**

115 There was no report.

116 **▪ Facilities Management/Field Operations: Atmos Living Management Group**

This item was an addition to the agenda.

Mr. Mosely stated that Atmos is working on getting things finalized. Atmos already started working with the landscaper and set up a third-party source that is working with Atmos on the monthly landscaping report. Reports will be provided for each meeting agenda.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: June 18, 2024 at 2:30 PM**

- **QUORUM CHECK**

The next meeting will be held on June 18, 2024, unless cancelled. The July meeting will likely be cancelled, as well.

TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

ELEVENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Smith and seconded by Mr. Seifel, with all in favor, the meeting adjourned at 2:38 p.m.
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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148

Secretary/Assistant Secretary

Chair/Vice Chair

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS



VICKI DAVIS

MARTIN COUNTY SUPERVISOR OF ELECTIONS

Supervisora de Elecciones del Condado de Martin

May 14, 2024

Daphne Gillyard
Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
gillyardd@whhassociates.com

Dear Ms. Gillyard:

In response to your request regarding the number of registered voters within the boundaries of certain special districts located in Martin County as of April 15, 2024, please see the following:

- **Terra Lago Community Development District -- zero registered voters**
- **Waterside Community Development District – zero registered voters**

Should you need further information, please do not hesitate to contact the elections office at any time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Vicki Davis", is written over a faint, light blue circular watermark that contains the Martin County seal.

Vicki Davis

WATERSIDE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2023 CANCELED	Regular Meeting	2:30 PM
November 21, 2023 CANCELED	Regular Meeting	2:30 PM
December 19, 2023 CANCELED	Regular Meeting	2:30 PM
January 16, 2024 CANCELED	Regular Meeting	2:30 PM
February 20, 2024	Regular Meeting	2:30 PM
March 19, 2024	Regular Meeting	2:30 PM
April 16, 2024 CANCELED	Regular Meeting	2:30 PM
May 21, 2024 CANCELED NO QUORUM	Regular Meeting	2:30 PM
June 3, 2024	Regular Meeting	2:30 PM
June 18, 2024 CANCELED	Regular Meeting	2:30 PM
July 16, 2024 CANCELED	Regular Meeting	2:30 PM
August 20, 2024	Public Hearing & Regular Meeting	2:30 PM
September 17, 2024	Regular Meeting	2:30 PM