

**GOVERNORS  
PARK NORTH**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**March 12, 2026**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**GOVERNORS PARK NORTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

# Governors Park North 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

March 5, 2026

Board of Supervisors  
Governors Park North Community Development District

Dear Board Members:

The Board of Supervisors of Governors Park North Community Development District will hold a Regular Meeting on March 12, 2026 at 12:00 p.m., the Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Conflict Waiver with Governors Park South CDD and Bellamy Property Holdings LLC
4. Consideration of First Coast Expressway Ramps Agreements and Related Actions
  - A. Agreement Regarding the Financing, Construction and Conveyance of Certain Improvements
  - B. Agreement Regarding Right of Way Conveyance to DOT
  - C. Construction Funding Agreement
  - D. Construction Agreement with FDOT and Addendum
  - E. Agreement with Superior Construction
  - F. Authorization for Acceptance of Assignment of Ramp Construction Obligation
  - G. Authorization of Acceptance of Deed (*to lands upon which ramps and county road improvements will be built*)
  - H. Authorization for Conveyance of Ramps, County Road Improvements and Underlying Real Property to FDOT and Clay County, *respectively*
5. Ratification of England-Thims & Miller, Inc. Agreement for Professional Engineering Services and Work Authorization Number 1
6. Acceptance of Unaudited Financial Statements as of January 31, 2026

### ATTENDEES:

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

**Note: Meeting Time**

7. Approval of December 11, 2025 Regular Meeting Minutes

8. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *England-Thims & Miller, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: April 9, 2026 at 12:00 PM

- QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JOSH BREAKSTONE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	KEVIN KRAMER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	AHARON BENYOWITZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	SHIRA FERTEL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- Performance Measures/Standards & Annual Reporting Form *(for informational purposes)*

9. Board Members' Comments/Requests

10. Public Comments

11. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714 or Felix Rodriguez at (863) 510-8274.

Sincerely,



Ernesto Torres  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 782 134 6157**

**GOVERNORS PARK NORTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

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**CONSENT TO REPRESENTATION  
AND WAIVER OF CONFLICTS OF INTEREST**

This CONSENT TO REPRESENTATION AND WAIVER OF CONFLICTS OF INTEREST (“CONSENT AND WAIVER”) is made by GOVERNORS PARK NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under Chapter 190, Florida Statutes (“District”) and effective as of February 11, 2026.

WHEREAS, Kutak Rock LLP (“KR”) located at 107 West College Avenue, City of Tallahassee, County of Leon, State of Florida has an attorney/client relationship with District; and,

WHEREAS, District has retained KR as its general counsel; and,

WHEREAS, the Governors Park South CDD (“GPSCDD”) and Bellamy Property Holdings, LLC (“Bellamy PH”) are also represented by KR and desire to enter into a cost-share agreement for construction of ingress and egress ramps for the First Coast Expressway and associated improvements (“Ramp Project”), to which District is anticipated to become a party, which agreement will obligate the District to make a cash contribution to pay for and construct the Ramp Project and for GPSCDD and Bellamy PH to make a cash contribution to pay for the Ramp Project (“Cost-Share Agreement”); and,

WHEREAS, the District, GPSCDD and Bellamy PH have asked KR to act as a scribe in relation to the Cost-Share Agreement and take direction from the Board and officers of each entity on what each wants to include in the Cost-Share Agreement; and,

WHEREAS, the Boards of both the District and GPSCDD, and the officers of Bellamy PH, are comprised of sophisticated developer representatives, with knowledge of what each wants to be included in the Cost-Share Agreement; and,

WHEREAS, KR has informed the District that it has the ability to consult with an attorney of its choosing to provide advice and counsel related to the Cost-Share Agreement independent of KR; and,

WHEREAS, there may be occasions where the District is directly adverse to GPSCDD and/or Bellamy PH; and,

WHEREAS, the District recognizes that, should KR represent the District, GPSCDD and Bellamy PH concurrently, then a conflict of interest exists and the possibility exists of future conflicts of interest between the parties;

1. NOW, THEREFORE, in order to authorize KR to represent the District, GPSCDD, and Bellamy PH concurrently, notwithstanding the conflicts of interest between District, GPSCDD and Bellamy PH in which the District, GPSCDD and Bellamy PH are directly adverse to each other, the District does

hereby consent as follows: KR may concurrently counsel and represent the District as general counsel on all matters and GPSCDD as general counsel on all matters and Bellamy PH on matters related to community development district establishment. The District also desires KR to continue to work on the Cost-Share Agreement and its implementation at the direction of the District.

- 2. The District agrees that it was provided with an explanation of the implications of the common representation and the advantages and risks involved; that KR will be able to competently and diligently represent the District, GPSCDD and Bellamy PH in the capacities and on the matters identified herein; and that KR's representation of the District will not be materially limited by KR's responsibilities to GPSCDD and/or Bellamy PH.
  
- 3. In the event KR reasonably believes that a conflict of interest has arisen or will arise which causes KR to believe it cannot continue to provide competent and diligent representation to the District, GPSCDD and Bellamy PH, the District agrees that KR may discontinue its attorney/client relationship with one or all of them effective as of the date the District receives written notification by KR that it does not believe it can continue to provide competent and diligent representation to the District, GPSCDD and Bellamy PH concurrently. In the event that there is a dispute regarding the Cost-Share Agreement or matters related thereto, KR will not represent the District, GPSCDD or Bellamy PH in the dispute.
  
- 4. By the signature below, the District indicates that it is aware that the District, GPSCDD and Bellamy PH are to be represented by KR in the capacities and for the matters referenced herein; that it is possible that such representations may result in what would otherwise be a conflict of interest for KR; and that, after being fully advised, the District waives any such conflict of interest which may arise as a consequence of such representations and consents to such representations under the circumstances described above.

IN WITNESS WHEREOF, the undersigned has executed this CONSENT AND WAIVER effective as of the date first written above.

GOVERNORS PARK NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT



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Printed Name: Kevin Kramer  
Title: Vice Chairman

Date signed: February 11, 2026

**GOVERNORS PARK NORTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

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**GOVERNORS PARK NORTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4A**

Prepared by and Return to:  
Michael C. Eckert, Esq.  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301

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**AGREEMENT BETWEEN GOVERNORS PARK NORTH COMMUNITY DEVELOPMENT DISTRICT, GOVERNORS PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT AND BELLAMY PROPERTY HOLDINGS, LLC REGARDING THE FINANCING, CONSTRUCTION AND CONVEYANCE OF CERTAIN IMPROVEMENTS**

**[FIRST COAST EXPRESSWAY RAMPS]**

This Agreement (“Agreement”), dated as of the \_\_\_ day of \_\_\_\_\_, 2026, is entered into by and between **Governors Park North Community Development District (“Governors Park North”)**, **Governors Park South Community Development District (“Governors Park South”)** and together with **Governors Park North, “Districts”**), both special-purpose units of Florida local government with mailing addresses of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, and **Bellamy Property Holdings, LLC (“Bellamy PH”** and together with the **Districts**, each a **“Party”** and collectively the **“Parties”**), with a mailing address of 401 E. Las Olas Blvd., Suite 1870, Ft. Lauderdale, FL 33301.

**RECITALS**

**WHEREAS**, the Districts were established by ordinances of Clay County for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including transportation and roadway improvements, landscaping, stormwater management facilities, water and sanitary sewer facilities, and other improvements; and

**WHEREAS**, the Parties’ lands are generally located near each other, are interconnected through roadway infrastructure, and have development approvals issued by Clay County (the **“Development Approvals”**); and

**WHEREAS**, compliance with some or all of the Development Approvals requires or allows for the construction of certain infrastructure, some of which improvements are generally described as ingress and egress ramps located immediately to the north and south of State Road 23 (the **“First Coast Expressway”**) and that portion of Clay County Road 313 located below and adjacent to the First Coast Expressway and further described in **Exhibit A (“Improvements”)**; and

**WHEREAS**, the Parties have determined that the Improvements provide substantial mutual benefit to the lands within their respective boundaries or ownership, and desire to share in

the cost to finance, construct and convey the Improvements to the State of Florida Department of Transportation (“**FDOT**”); and

**WHEREAS**, the Parties have determined that the most equitable method for allocating the costs of the Improvements between the Parties is based on vehicular trips anticipated to utilize the Improvements; and

**WHEREAS**, collaboratively financing, constructing, and conveying the Improvements will afford an efficient and cost-effective means of providing the Improvements by reducing the potential for conflicts in coordination of construction, allowing for economies of scale to be enjoyed by each of the Parties, ensuring compatibility of materials, design, timing, and completion of the Improvements, and helping to ensure that the Improvements are completed in a manner consistent with the requirements of the Development Approvals benefiting each of the Parties and their real property; and

**WHEREAS**, it is in the mutual interests of Governors Park North and Governors Park South to establish the respective obligations, rights and benefits of each in connection with the funding, construction, and conveyance of the Improvements; and

**WHEREAS**, Chapter 163, Part I, Florida Statutes (2025), known as the “Florida Interlocal Cooperation Act of 1969,” (“**Cooperation Act**”), as amended, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby provide services and facilities in a manner that will best serve the needs and development of local communities; and

**WHEREAS**, the Districts find this Agreement to be desirable and permissible to the exercise of their powers, duties and purposes authorized by law.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **ARTICLE I: INTRODUCTION**

**Section 1.01. Authority.** This Agreement is entered into pursuant to the authority set forth in the Cooperation Act, Chapter 190, Florida Statutes and any amendments thereto (the “**District Act**”), and other applicable laws.

**Section 1.02. Recitals and Exhibits.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

**Section 1.03. Authority to Contract.** The execution of this Agreement has been duly authorized by the appropriate body or official(s) of each Party, each Party has complied with all applicable requirements of law, and each Party has full power and authority to comply with the terms and provisions of this Agreement.

## **ARTICLE II: POWERS OF THE DISTRICTS**

**Section 2.01. Powers of the Districts.** Unless otherwise expressly provided in this section, the Districts and any other community development district becoming a Party to this Agreement shall each retain all powers, rights, obligations and responsibilities granted or imposed by the District Act, as amended, including but not limited to, the general powers set forth in §190.011 and §190.012(1), Florida Statutes (2025) and their respective establishing ordinances as may be amended from time to time.

### ARTICLE III: RESPONSIBILITIES OF THE PARTIES

**Section 3.01. Funding of Improvements.** The Improvements shall be funded as follows:

**A. Construction Costs.** “Construction Costs” means the actual and verifiable costs of construction, financing, bonding, maintenance guarantees, labor, materials, professional and design services specifically and directly associated with the design, permitting, construction, installation, inspection and testing of the Improvements. The term includes, but is not limited to, any mark-up, rebate, surcharge, or overhead charge, administrative fee, construction management fee, financing costs, interest charges, or other charge, and the contract price for the labor, materials, and services due to the professional or contractor who provided the engineering or design services or installed the Improvements. The Parties acknowledge and accept the responsibility to pay for the Construction Costs plus a ten (10%) percent contingency fee applicable to the Construction Costs and any approved change orders as to the Improvements.

**B. Construction Budget.** The cost to construct the Improvements is estimated to be \$ \_\_\_\_\_ and /100 dollars which excludes contingency as more particularly outlined in **Exhibit B** (“Construction Budget”). **Exhibit B** includes (i) a line item budget for the out of pocket hard and soft costs associated with the design, engineering, permitting, and construction of the Improvements, including, without limitation, the design, permitting, engineering, and construction costs, reimbursable expenses, including but not limited to, insurance and bond and maintenance guarantee costs, construction administration or general contractor fees (the "**Line Item Budget**"); and (ii) the construction contingency in the amount of 10% of the Construction Costs (the "**Construction Contingency**"). The Construction Budget and the Construction Contingency shall be referred to throughout this Agreement as the "**Total Project Costs.**"

**C. Allocation of Costs.** The cost of the Improvements shall be allocated between the Parties as described in **Exhibit C** (“Benefit Allocation”). If the Fourth Party (defined below) shall join this Agreement, the cost of the Improvements shall be allocated between the Parties as described in **Exhibit D**. The Parties each agree to pay Governors Park North for their proportionate share outlined in **Exhibit C** for the Total Project Costs (defined above in Section 3.01.B.).

**D. Contribution of Funds.** Upon Execution of this Agreement, Governors Park North shall establish a bank account held in the name of Governors Park North, segregated from all other funds of Governors Park North ("**Improvements Construction Account**"). Within thirty (30) business days of the Effective Date of this Agreement, Governors Park North and each other Party shall deposit its share of funds identified in **Exhibit C** into the Improvements Construction Account. Governors Park North shall not commingle funds in the Improvements Construction Account with any other funds and shall not disburse any funds from the Improvements Construction Account except in accordance with this

Agreement. Governors Park North shall timely approve payment requests from the Construction Contractor (defined below) on a monthly basis pursuant to the terms of this Agreement, the Construction Contract (defined below) and the Construction Schedule (defined below) in compliance with the Florida Local Government Prompt Payment Act.

**E. Future Property Benefitting from Ramp Construction.** It is possible that the owner of property located to the north of Governors Park North (“**Fourth Party**”) may desire to contribute money to fund the Improvements. If the Fourth Party requests to be added to this Agreement, the percentages of responsibility shall be adjusted from that in **Exhibit C** to that in **Exhibit D**, and all Parties agree to amend this Agreement to reflect the same. In that event, the Fourth Party will agree to fund its share of the Improvements (collectively the “**Fourth Party Funds**”) and in the amount identified on **Exhibit D**. The Fourth Party shall reimburse each of the Parties of the Fourth Party’s share in **Exhibit D**, paid to the Parties in the amount of the difference between what the parties paid under **Exhibit C** and what each would have paid under **Exhibit D** were the Fourth Party to join the Agreement at inception. By way of example, if **Exhibit C** showed a total construction cost of \$36 and each of the three initial Parties were responsible to pay \$12, and **Exhibit D** showed a total construction cost of \$36 and each of the four parties were to pay \$9, the Fourth Party would pay \$3 to each of the three initial Parties.

**Section 3.02. Construction of Improvements.**

**A. Construction Schedule.** The timeline to construct the Improvements is estimated to be less than \_\_\_\_\_ ( ) months as more particularly outlined in **Exhibit E** (the “**Construction Schedule**”) following the last to occur of the following (i) all required permits are obtained, (ii) Construction Contract is executed, (iii) notice to proceed is issued by FDOT, if applicable, (iv) all Parties have signed and delivered this Agreement, and (v) all Parties have delivered their proportionate share to Governors Park North in accordance with Section 3.01.D., above. The Parties acknowledge that the Construction Schedule is an estimate for reference only, and in no event shall any Party be liable or responsible if the timing of the construction of the Improvements deviates from the estimates set forth in the Construction Schedule. However, the Parties agree that all shall use best efforts to cause the Improvements to be substantially completed by \_\_\_\_\_, 202\_\_ subject to extension for material force majeure events.

**B. Permits.** Governors Park North shall apply for (or cause to be applied for) and obtain all necessary governmental permits and approvals, including, but not limited to, environmental resource permits, dewatering permits, and endangered species authorizations, from all governmental agencies exercising jurisdiction for the Improvements necessary to construct and to place in service and operate the Improvements, in accordance with the terms of this Agreement (collectively the “**Permits**”). The Parties agree to cooperate and assist Governors Park North in obtaining the Permits.

**C. Plans.** Governors Park North agrees to construct the Improvements in accordance with the \_\_\_\_\_ Plans prepared by \_\_\_\_\_ and dated \_\_\_\_\_ (“**Improvement Plans**”) and the Permits. The parties hereby acknowledge and agree that the Improvement Plans referred to in this Agreement are the final, approved Improvement Plans for the project.

**D. Construction Contracts.** Governors Park North shall enter into an agreement with the selected company (the “**Construction Contractor**”) to construct the Improvements (the

"**Construction Contract**"). Governors Park North shall ensure that the Construction Contract(s) for all or any portion of the construction of the Improvements entered between Governors Park North and the Construction Contractor (in each case, a "**Governors Park North Contract**") provides for any maintenance guarantees required by FDOT, Clay County, any other government entity or law. Specifically, Governors Park North shall obtain a performance bond from the Construction Contractor in an amount at least equal to the Construction Contract Price, or such greater amount as may be required by FDOT or Clay County. The Construction Contract shall require that the Construction Contractor obtain and deliver to Governors Park North both payment and performance bonds, and any maintenance guarantee from the date FDOT and Clay County issue a certificate of completion, all with dual-obligee riders naming FDOT and Clay County as dual-obligees, as reasonably acceptable to FDOT and Clay County, pursuant to Section 255.05, Florida Statutes.

**E. Schedule of Values.** Thirty days following execution of the Construction Contract, or thirty days following the Effective Date of this Agreement, whichever occurs later, a schedule of values shall be provided to the Parties and the schedule of values shall list the installed value of the component parts of Work (as defined in the Construction Contract) in sufficient detail to accommodate measuring of actual progress in the field and for computing values for progress payment during construction.

**F. Conformance with Construction Plans and Change Orders.** The construction of the Improvements shall be performed in material compliance with all permits, record drawings, the Improvement Plans, and all related plans and specifications together with any modifications, revisions, amendments or changes thereto and the terms and conditions set forth in this Agreement. During the construction, if Governors Park North observes, or otherwise becomes aware of, any defects, conflicts, or necessary changes to the Improvement Plans that requires a change to the Improvement Plans, as they existed as of the date of issuance of the notice to proceed, Governors Park North shall cause to be issued a written instrument signed by Governors Park North and the Construction Contractor that describes such change ("**Change Order**"), and Governors Park North shall immediately notify the other Parties of such Change Order. To the extent feasible, the Change Order must include any and all costs and expenses associated with the Change Order ("**Change Order Costs**") and any time extensions required to complete the work outlined in the Change Order. The Parties agree that time is of the essence in making any decisions or interpretations as to any Change Orders with respect to design, materials, and other matters pertinent to the construction of the Improvements to not materially delay the work and the completion of the Improvement Plans. Unless the Change Order Costs exceed the Construction Contingency or unless otherwise agreed upon by the Parties, any Change Order Costs shall be deducted from the Construction Contingency. If any Change Order Costs related to the construction of the Improvements, in whole or in part, causes the exceedance of the Construction Budget and Construction Contingency combined, then this Agreement must be amended to approve that increase.

**G. Final Inspection.** Upon final completion of the Improvements, Governors Park North shall provide a notice of completion to the other Parties (the "**Completion Notice**"). Within fourteen (14) days of the issuance of the Completion Notice, Governors Park North, must conduct a final inspection to ensure substantial compliance with the Improvement Plans and any Change Orders and for acceptance by FDOT and Clay County. The Parties shall be invited to attend the final inspection but are not required to attend. Any deficiencies in work must be set forth on a punch list.

**Section 3.03. Construction Administration.** Governors Park North shall assign a project manager with respect to the Improvements and administration of this Agreement who will:

1. Act as a liaison between the Parties, being responsive to both;
2. Attend board meetings of both Districts upon previous notification that the Improvements are to be discussed;
3. Review and process all invoices for the Improvements;
4. Review and approve design documents, as necessary for the Improvements;
5. Maintain the official project files with respect to the Improvements;
6. Coordinate with inspectors to resolve issues involving compliance with specifications and design documents with respect to the Improvements;
7. Perform all other contract functions as required for completion of the Improvements.

**Section 3.04. Ownership of Improvements.** The Parties agree that at the conclusion of the construction or installation of the Improvements, the Improvements shall be dedicated to FDOT and Clay County. All Parties agree to execute any documentation necessary to effectuate this transfer to FDOT and Clay County, as appropriate.

**Section 3.05. Easements.** Recognizing that in the construction of the Improvements it may be necessary for Governors Park North, their respective agents, contractors, employees, or staff to enter into the property of Governors Park South, Governors Park South hereby authorizes its Chairperson or Vice-Chairperson to execute non-exclusive easements over, under, through and across its property in favor of Governors Park North for ingress, egress, construction of the Improvements.

#### **ARTICLE IV: MISCELLANEOUS PROVISIONS**

**Section 4.01. Audit.** In the performance of this Agreement, Governors Park North shall keep and maintain books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of any Party and shall be retained by Governors Park North for a period of at least three (3) years after termination or completion of the Improvements.

**Section 4.02. Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed a waiver of immunity limits of liability or sovereign immunity of a community development district, pursuant to Chapter 768, Florida Statutes (2025), and any amendment thereto, or other statute or law. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**Section 4.03. Negotiation at Arm's Length.** This Agreement has been negotiated fully between the parties as an arm's length transaction and with the assistance of legal counsel. Both parties participated fully in the preparation of this Agreement. In the case of a dispute concerning

the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against either party.

**Section 4.04. Notices.** Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

If to Governors Park North: Governors Park North Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

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

If to Governors Park South: Governors Park South Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

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

If to Bellamy PH: Bellamy Property Holdings, LLC  
401 E. Las Olas Blvd.  
Suite 1870  
Fort Lauderdale, FL 33301  
Attn: Noah Breakstone

With Copy to: Bellamy Property Holdings, LLC  
9 Old Kings Highway South, 4th Floor  
Darien, Connecticut 06820  
Attn: General Counsel

With Copy to: Bellamy Property Holdings, LLC,  
Baldwin III  
4798 New Broad Street, Suite 220  
Orlando, Florida 32814

Attn: Kevin Mays

With Copy to:

Rogers Towers, P.A.  
100 Whetstone Place, Suite 200  
St. Augustine, Florida 32086  
Attn: Ellen Avery-Smith

**Section 4.05. Default.** Each of the parties hereto shall give the other party written notice of any default hereunder and shall allow the defaulting party a reasonable time from the date of its receipt of such notice within which to cure any such defaults and to thereafter notify the other parties of the actual cure of any such defaults. The parties agree to act in good faith in determining the reasonable amount of time necessary to cure any breach. If the breach is not cured within a reasonable time period, the Districts shall comply with the procedures set forth in Chapter 164, Florida Statutes (2025) and any amendments thereto.

**Section 4.06. Assignment or Transfer.** Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. Provided however, Bellamy PH and the Fourth Party shall be permitted to assign this Agreement to a community development district established under Florida law over all or a portion of the lands owned by Bellamy PH or the Fourth Party, respectively, without such prior written consent.

**Section 4.07. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors.

**Section 4.08. Amendment.** This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by mutual agreement and execution by all Parties.

**Section 4.09. Filing.** Governors Park North is hereby authorized and directed, after approval of this Agreement by the Parties and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, to cause this Agreement to be filed with the Clerk of the Circuit Court of Clay County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

**Section 4.10. Applicable Law and Venue.** This Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in Clay County, Florida.

**Section 4.11. Severability.** If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

**Section 4.12. Entire Agreement.** This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

**Section 4.13. Other Agreements.** Nothing in this Agreement shall be construed as superseding, altering or amending the conditions and terms of any other agreement between the parties hereto.

**Section 4.14. Public Records.** All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Section 119, Florida Statutes.

**Section 4.15. Force Majeure.** Neither party shall be deemed to be in default in the performance of any obligation hereunder if and so long as non-performance is caused by *Force Majeure* (regardless if such obligation to perform is expressly made subject to *Force Majeure*). As used herein, “**Force Majeure**” shall mean acts of God, earthquakes, blizzards, tornadoes, hurricanes and tropical storms, inclement weather in excess of historical weather patterns for the period in question, fire, flood, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, public enemy, terrorist attacks, war (declared or undeclared), landslides, explosions, epidemics, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction or inability to obtain materials or supplies after the exercise of reasonable efforts, delay in granting required consent by the party entitled to so grant within the time frame required herein, delays by governmental authorities, and any other matter beyond the reasonable control of the party obligated to perform (provided that lack of funds shall not be considered *Force Majeure*).

**Section 4.16. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 4.17. Effective Date.** This Agreement shall become effective upon the date of execution by the authorized representatives of all Parties, however, the Improvements may not be commenced until the Governors Park North receives all necessary permits and approvals from Clay County, FDOT, and any other agency having jurisdiction over the necessary permits and approvals.

**Section 4.18. Termination.** This Agreement shall automatically terminate three years after the date the Improvements are accepted by FDOT and Clay County, respectively, or such earlier date by mutual agreement executed by all Parties.

**GOVERNORS PARK NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary/Assistant Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair/Vice Chair

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing oath was administered before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Governors Park North Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

**GOVERNORS PARK SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary/Assistant Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair/Vice Chair

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing oath was administered before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Governors Park South Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

**WITNESSES:**

**BELLAMY PROPERTY HOLDINGS, LLC, a**  
Delaware limited liability company

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF CONNECTICUT)  
COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as  
\_\_\_\_\_ of Bellamy Property Holdings, LLC, for and on behalf of said  
entity. She/He  is personally known to me or  produced \_\_\_\_\_ as  
identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

STATE OF CONNECTICUT)  
COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of Bellamy Property Holdings, LLC, for and on behalf of said entity. She/He  is personally known to me or  produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**GOVERNORS PARK NORTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4B**

PREPARED BY AND RETURN TO:

Michael C. Eckert, Esq.  
KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301

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**AGREEMENT BETWEEN  
GOVERNORS PARK NORTH COMMUNITY DEVELOPMENT DISTRICT  
AND GOVERNORS PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT  
REGARDING RIGHT OF WAY CONVEYANCE TO DOT**

**[FIRST COAST EXPRESSWAY RAMPS]**

**THIS AGREEMENT REGARDING RIGHT OF WAY CONVEYANCE TO DOT** (“Agreement”), made this \_\_\_ day of \_\_\_\_\_, 2026, is entered into by and between **Governors Park North Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida (“**North District**”) and **Governors Park South Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida (“**South District**” and, together with the North District, the “**Districts**”).

**WITNESSETH:**

**WHEREAS**, the Districts are authorized to construct, acquire, and maintain infrastructure improvements and services as set forth in Section 190.012(1), *Florida Statutes*, for which the Districts may impose, levy and collect non-ad valorem special assessments on land within the boundaries of each of the Districts (collectively, the “**Development**”); and

**WHEREAS**, the North District has construction obligations for, and the South District has construction funding obligations for, the ingress and egress ramps located immediately to the north and south of State Road 23, also known as the First Coast Expressway, and that portion of Clay County Road 313 located below and adjacent to the First Coast Expressway (the “**Project**”) as more specifically described in the plans attached to that certain construction agreement between the North District and the State of Florida, Department of Transportation (“**DOT**”) regarding the Project (“**Construction Contract**”); and

**WHEREAS**, in connection with the Project, land located within the Development must be conveyed to DOT (the “**Right of Way**”); and

**WHEREAS**, as the “Construction Coordinator” under Construction Contract, and as required by DOT, the North District must own and convey the Right of Way to DOT even though part of the Right of Way lies within the boundary of the South District (the “**South Property**”); and

**WHEREAS**, Section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969”, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Districts find this Agreement to be necessary, proper, and convenient to the exercise of their powers, duties, and purposes authorized by law concerning the conveyance of the Right of Way.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, each District agrees as follows:

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

**SECTION 2. CONVEYANCE.** The North District will be responsible for conveying the Right of Way to DOT. The parties agree to cooperate and use their respective best efforts in connection with the conveyance of the Right of Way and execute any documents as may be reasonably requested by the other party, or by DOT. In the event that any matters encumber title to the lands within the North District to the objection of DOT, the North District shall resolve such issues as promptly as practicable, in its sole expense. In the event that any matters encumber title to the South Property to the objection of DOT, the South District shall resolve such issues as promptly as practicable, in its sole expense.

**SECTION 3. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 4. GOVERNING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Clay County, Florida.

**SECTION 5. NOTICE.** All notices, requests, consents and other communications under this Agreement (“Notice” or “Notices”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Districts, as follows:

If to the South District:

Governors Park South Community  
Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Attn: District Manager

With a Copy to:

Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

If to the North District:

Governors Park North Community  
Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

With a Copy to:

Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**SECTION 6. SEVERABILITY.** If any word, phrase, sentence, part, section, subsection, or other provision of this Agreement, or its application to any person, entity, or circumstances is specifically held to be unconstitutional, invalid, or unenforceable for any reason by a court of competent jurisdiction, then such word, phrase, sentence, part, section, subsection, or other or the proscribed application thereof, shall be severable, and the remainder of this Agreement and the application of the provisions hereof to the other persons, entities, or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

**SECTION 7. ENTIRE AGREEMENT, AMENDMENTS.** This Agreement constitutes the entire agreement of the Districts with respect to the subject matter hereof. The provisions, restrictions and covenants of this Agreement shall not be modified or amended except in written instrument executed and acknowledged by duly authorized representatives of both Districts.

**SECTION 8. ASSIGNMENT.** This Agreement may not be assigned, transferred, or conveyed by either District without prior written consent from the other party, except that either District may allow or require other entities to contribute to the cost of its obligations hereunder.

**SECTION 9. EFFECTIVE DATE.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**SECTION 10. COUNTERPARTS.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument. This Agreement may be executed by PDF or by using an e-signature or digital transaction management platform such as DocuSign® with the same force and effect as original signatures.

*[Signature pages to follow.]*

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT  
REGARDING RIGHT OF WAY CONVEYANCE TO DOT**

**IN WITNESS WHEREOF**, the Districts have caused the Agreement to be made and executed as of the day and date first above written.

Signed, sealed and delivered  
in the presence of:

**GOVERNORS PARK SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair/Vice Chair

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary/Assistant Secretary

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2026, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of Supervisors of the Governors Park South Community Development District, who appeared before me this day in-person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

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

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2026, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of Supervisors of the Governors Park South Community Development District, who appeared before me this day in-person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

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

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT  
REGARDING RIGHT OF WAY CONVEYANCE TO DOT**

IN WITNESS WHEREOF, the Districts have caused the Agreement to be made and executed as of the day and date first above written.

Signed, sealed and delivered  
in the presence of:

**GOVERNORS PARK NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair/Vice Chair

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary/Assistant Secretary

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2026, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of Supervisors of the Governors Park North Community Development District, who appeared before me this day in-person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

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

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2026, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of Supervisors of the Governors Park North Community Development District, who appeared before me this day in-person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

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

**GOVERNORS PARK NORTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4C**

**CONSTRUCTION FUNDING AGREEMENT BETWEEN THE  
GOVERNORS PARK NORTH COMMUNITY DEVELOPMENT DISTRICT  
AND GOVERNORS PARK PROPERTY HOLDINGS, LLC**

**[FIRST COAST EXPRESSWAY RAMPS]**

**THIS CONSTRUCTION FUNDING AGREEMENT (“Agreement”)** shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and between:

**Governors Park North Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida (“**District**”), and

**Governors Park Property Holdings, LLC**, a Delaware limited liability company, with a mailing address of c/o Westport Capital Partners, 9 Old Kings Highway South 4<sup>th</sup> Floor, Darien, Connecticut 06820 (“**Landowner**”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance enacted by the Board of County Commissioners of Clay County, Florida, pursuant to Chapter 190, *Florida Statutes*, for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the Landowner is the owner of undeveloped lands located within the boundaries of the District (“**Development**”) upon which the District's improvements have been or will be made; and

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

**WHEREAS**, the District is anticipated to be without sufficient funds available to contribute to the design, engineering, legal, construction, or other administrative costs for ingress and egress ramps located immediately to the north and south of State Road 23, also known as the First Coast Expressway, and that portion of Clay County Road 313 located below and adjacent to the First Coast Expressway (the “**Project**”), as more particularly described in the *Capital Improvement Plan* dated June 13, 2025, attached as **Exhibit A** and incorporated herein by this reference, which may be updated from time to time; and

**WHEREAS**, the District is a party to that certain AGREEMENT BETWEEN GOVERNORS PARK NORTH COMMUNITY DEVELOPMENT DISTRICT, GOVERNORS PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT AND BELLAMY PROPERTY HOLDINGS, LLC REGARDING THE FINANCING, CONSTRUCTION AND CONVEYANCE

OF CERTAIN IMPROVEMENTS dated [REDACTED], 2026, which outlines the District's funding obligation for the Project to be constructed by the District; and

**WHEREAS**, in order to induce the District to proceed at this time with the funding and construction of the Project, the Landowner desires to provide the funds necessary to enable the District to proceed with the Project; and

**WHEREAS**, the District anticipates accessing the public bond market in the future to obtain financing for the funding and construction of the Project and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement are to be reimbursed from the proceeds of those bonds subject to the terms and conditions set forth herein and in compliance with Florida and federal law.

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

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

**2. FUNDING.** Landowner hereby acknowledges that the sole source of funding for the District's share of funding for the Project at this time is through funds remitted pursuant to this Agreement unless and until bonds are issued. This Agreement does not obligate the District to issue bonds now or in the future. Landowner agrees to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the funding of the District's share of the Project. Landowner will make such funds available within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District. In the event there is an overpayment by Landowner, the amount of the overpayment shall be used by the District for other components of the District's Capital Improvement Plan.

**3. REPAYMENT.** The parties agree that the funds provided by Landowner pursuant to this Agreement are reimbursable from proceeds of the District's planned issuance of tax-exempt bonds. Within thirty (30) days of receipt of the proceeds of the bonds for the financing of the Project, the District shall reimburse Landowner until i) full reimbursement is made or ii) until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Project within three (3) years of the date of this Agreement, and thus does not reimburse the Landowner for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments (so long as such funds are properly reimbursable from the issuance of tax-exempt bonds) which might be levied or imposed by the District in the District's reasonable discretion, and this Agreement shall

automatically terminate. Nonetheless, the agreement described in the preceding sentence and Sections 4 through 9 and 12 hereof shall survive such termination.

**4. DEFAULT.** A default by either party to 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, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults; provided, however, if any non-monetary default cannot reasonably be cured within thirty (30) days, then such cure period shall be extended so long as the performing party has commenced to cure within thirty (30) days and diligently proceeds to complete such cure.

**5. ENFORCEMENT OF AGREEMENT.** In the event that either party is required 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, paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings, as awarded by such court or arbitrator.

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

**7. 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 of the parties hereto.

**8. 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.

**9. NOTICES.** All notices, requests, consents and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to District:** Governors Park North Community  
Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: Ernesto Torres

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: Michael C. Eckert

**B. If to Developer:** Governors Park Property Holdings, LLC,  
401 E. Las Olas Boulevard, Suite 1870  
Ft. Lauderdale, Florida 33301  
Attn: Noah Breakstone

**With a copy to:** Governors Park Property Holdings, LLC,  
Baldwin III  
4798 New Broad Street, Suite 220  
Orlando, Florida 32814  
Attn: Kevin Mays

**With a copy to:** Governors Park Property Holdings, LLC,  
9 Old Kings Highway South, 4th Floor  
Darien, Connecticut 06820  
Attn: General Counsel

**And with a copy to:** Rogers Towers, P.A.  
100 Whetstone Place, Suite 200  
St. Augustine, Florida 32086  
Attn: Ellen Avery-Smith

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**10. 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 permitted assigns.

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

**12. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Clay County, Florida, and the parties hereby consent to such exclusive jurisdiction.

**13. EFFECTIVE DATE.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**14. PUBLIC RECORDS.** Landowner agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Landowner agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Landowner must:

- A. Keep and maintain public records required by the District to perform the services;
- B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Landowner does not transfer the records to the District; and
- D. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Landowner or keep and maintain public records required by the District to perform the services. If Landowner transfers all public records to the District upon completion of this Agreement, Landowner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Landowner keeps and maintains public records upon completion of the Agreement, Landowner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA**

**RATON, FLORIDA 33431, PH: (561)571-0010, AND E-MAIL TORRESE@WHHASSOCIATES.COM.**

**15. EXCULPATION.** No direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of any party hereto shall have any liability under this Agreement.

**16. COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument. The parties agree that this Agreement may be electronically signed. The parties agree that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Any PDF or facsimile transmittal of electronically signed versions of this Agreement shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document.

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

**ATTEST:**

**GOVERNORS PARK NORTH COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair / Vice Chair

**GOVERNORS PARK PROPERTY HOLDINGS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A: Capital Improvement Plan for Governors Park North Community Development District dated June 13, 2025**

**GOVERNORS PARK NORTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**Work Authorization**

December 8, 2025

Governors Park North Community Development District  
Clay County, Florida

**Subject: Work Authorization Number 1  
Governors Park North Community Development District**

Dear Chairperson, Board of Supervisors:

England-Thims & Miller, Inc. ("Engineer"), is pleased to submit this work authorization to provide engineering services for the Governors Park North Community Development District (the "District"). We will provide these services pursuant to our current agreement dated December 8, 2025 ("Engineering Agreement") as follows:

**I. Scope of Work**

The District will engage Engineer to perform those services such as board meeting attendance, construction inspection services, requisition processing and other similar tasks, as well as such tasks as are necessary to help facilitate the issuance of District bonds, notes, or other indebtedness including but not limited to, preparation of capital improvement plan reports, coordination with financing consultants, and attendance at bond validation proceedings.

**II. Fees**

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering England-Thims & Miller, Inc. We look forward to helping you create a quality project.

[signatures next page]

APPROVED AND ACCEPTED

Signed by:  
*Joshua Breakstone*  
By: \_\_\_\_\_  
F6C40E3F4C0B400...  
Authorized Representative of  
Governors Park North Community  
Development District

Sincerely,

\_\_\_\_\_  
*K.T. [Signature]*

Date: 12/8/2025

**AGREEMENT BETWEEN GOVERNORS PARK NORTH COMMUNITY DEVELOPMENT DISTRICT  
AND ENGLAND-THIMS & MILLER, INC. FOR PROFESSIONAL ENGINEERING SERVICES**

This Agreement for Professional Engineering Services (the "Agreement") is made and entered into this 8th day of December 2025, by and between:

**Governors Park North Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida, with a mailing address of Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ("District"); and

**England-Thims & Miller, Inc.**, a Florida corporation, with a mailing address of 14775 Old St. Augustine Road, Jacksonville, Florida 32258 (the "Engineer").

**RECITALS**

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

**WHEREAS**, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

**WHEREAS**, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

**WHEREAS**, Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, the District's Board of Supervisors (the "Board") ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

**WHEREAS**, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

**NOW, THEREFORE,** for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

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

**ARTICLE 2. SCOPE OF SERVICES.**

- A.** The Engineer will provide general engineering services for the District, including:
  - 1.** Preparation of any necessary reports and attendance at meetings of the Board.
  - 2.** Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
  - 3.** Providing professional engineering services, including but not limited to, review and execution of documents under the District's Trust Indentures and monitoring of District projects.
  - 4.** Any other items requested by the Board.
  
- B.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects, including but not limited to:
  - 1.** Periodic visits to the site, or full time construction management of District projects, as directed by District.
  - 2.** Processing of contractors' pay estimates.
  - 3.** Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
  - 4.** Final inspection and requested certificates for construction, including the final certificate of construction.
  - 5.** Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."

6. Any other activity related to construction as authorized by the Board.

C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**ARTICLE 3. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized and shall be in a form similar to the form set for in **Exhibit A** hereto ("**Work Authorization**"). Authorization of services or projects under this Agreement shall be at the sole option of the District.

**ARTICLE 4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

**A. Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

**B. Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the rates outlined in **Exhibit B**, attached hereto and incorporated by this reference, shall apply. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

**ARTICLE 5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- B. Expense of reproduction, postage and handling of drawings and specifications.

**ARTICLE 6. TERM OF AGREEMENT.** It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

**ARTICLE 7. SPECIAL CONSULTANTS.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis. Engineer's time and expenses associated with the retention and coordination of special consultants shall be paid by the District.

**ARTICLE 8. BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**ARTICLE 9. OWNERSHIP OF DOCUMENTS.**

- A. Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, the Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District's sole discretion to retain possession for a longer period of time. Notwithstanding the foregoing, the Engineer agrees that delivery of any Work Product necessary to proceed with the ongoing work of the District shall not be withheld or unreasonably delayed solely based upon the timing of the invoicing or payment. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver to the District all such Work Product, whether complete or not to the extent payment has been received by the

Engineer for said Work Product, subject to any legal setoffs the District may have. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used in whole without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event the Engineer does not consent to such use.

- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement to the extent payment has been made to the Engineer for said materials, subject to any legal setoffs the District may have. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work to the extent payment has been made to the Engineer for said materials, subject to any legal setoffs the District may have. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work to the extent payment has been made to the Engineer for said materials, subject to any legal setoffs the District may have. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

**ARTICLE 10. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**ARTICLE 11. ESTIMATE OF COST.** Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but

Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**ARTICLE 12. INSURANCE.**

- A.** Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:
- 1.** Workers' Compensation Insurance in accordance with the laws of the State of Florida.
  - 2.** Commercial General Liability Insurance, including but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
  - 3.** Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
  - 4.** Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B.** All insurance policies, except for the Professional Liability Insurance, secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
- C.** The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and Professional Liability Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance and any applicable endorsements evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as

certified, shall not be effective within thirty (30) days of prior written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

- D. If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**ARTICLE 13. CONTINGENT FEE.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 14. AUDIT.** Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

**ARTICLE 15. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within ten (10) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within ten (10) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**ARTICLE 16. COMPLIANCE WITH PROFESSIONAL STANDARDS.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the generally accepted professional standard of care, skill, diligence, and professional competency for such work and/or services consistent with industry standards used by members of the Engineer's profession practicing under similar circumstances in the State in which the services or project are located. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

**ARTICLE 17. INDEMNIFICATION.**

- A.** The Engineer agrees, to the fullest extent permitted by law (except against professional liability claims), to indemnify and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (together, the "Indemnitees"), from liabilities, damages, losses, and costs, which may come against the District and the District's officers and employees, arising out of or resulting from negligent or reckless acts, errors, omissions or intentional misconduct of Engineer, or its employees. Such indemnification does not arise until a court of competent jurisdiction determines Engineer, or its employees, failed to meet the standard of care for professional services under this Agreement. Engineer's indemnification shall be proportionate solely to Engineer's share of fault. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and No Cents (\$2,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents.
- B.** The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- C.** In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

- D. Neither District nor Engineer shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, including but not limited to, loss of revenue, loss of production or loss of profit.

**ARTICLE 18. EMPLOYMENT VERIFICATION.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**ARTICLE 19. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

**ARTICLE 20. CONTROLLING LAW.** The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Clay County, Florida.

**ARTICLE 21. NOTICE.** 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, as follows:

- A. If to Engineer:** England-Thims & Miller, Inc.  
14775 Old St. Augustine Road  
Jacksonville, Florida 32258  
Attn: K.T. Peter Ma
  
- B. If to District:** Governors Park North Community  
Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager
  
- With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**ARTICLE 22. PUBLIC RECORDS.** Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats (latest editions).

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**ARTICLE 23. NO THIRD PARTY BENEFITS.** Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

**ARTICLE 24. 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.

**ARTICLE 25. ASSIGNMENT.** Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

**ARTICLE 26. CONSTRUCTION DEFECTS.** ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

**ARTICLE 27. AMENDMENT.** 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 the District and the Engineer.

**ARTICLE 28. ARM'S LENGTH TRANSACTION.** This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

**ARTICLE 29. INDIVIDUAL LIABILITY. PURSUANT TO FLORIDA STATUTES, SECTION 558.0035 (2024), CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OR DAMAGES OCCURRING WITHIN THE COURSE OR SCOPE OF THIS AGREEMENT.**

**ARTICLE 30. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services, unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**ARTICLE 31. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**ARTICLE 32. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, each party shall bear its own fees and costs.

**ARTICLE 33. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

**ARTICLE 34. 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.

**ARTICLE 35. E-VERIFY.** The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**ARTICLE 36. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Engineer agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.


**ARTICLE 37. SCRUTINIZED COMPANIES STATEMENT.** Engineer certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Engineer is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[signatures on next page]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

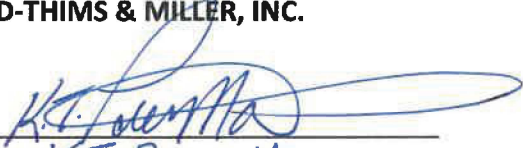
**Attest:**

**GOVERNORS PARK NORTH COMMUNITY DEVELOPMENT DISTRICT**

Signed by:  
  
0BF8937CE2504E3...  
Secretary / Assistant Secretary

Signed by:  
  
F6C4CE3F4C0B408...  
Chair/ Vice Chair, Board of Supervisors

  
Witness

**ENGLAND-THIMS & MILLER, INC.**  
  
By: K.T. Peter Ma  
Its: Executive Vice President

- EXHIBIT A:** Form of Work Authorization
- EXHIBIT B:** Rate Schedule

**Exhibit A**  
**Form of Work Authorization**  
\_\_\_\_\_, 20\_\_

Governors Park North Community Development District  
Clay County, Florida

**Subject: Work Authorization Number \_\_\_\_\_**  
**Governors Park North Community Development District**

Dear Chairperson, Board of Supervisors:

England-Thims & Miller, Inc. (“Engineer”), is pleased to submit this work authorization to provide engineering services for the Governors Park North Community Development District (the “District”). We will provide these services pursuant to our current agreement dated December \_\_, 2025 (“Engineering Agreement”) as follows:

**I. Scope of Work**

The District will engage Engineer to perform those services [INSERT SERVICES TO BE PROVIDED].

**II. Fees**

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering England-Thims & Miller, Inc. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: \_\_\_\_\_  
Authorized Representative of  
Governors Park North Community

\_\_\_\_\_

Development District

Date: \_\_\_\_\_

**Exhibit B**  
**Rate Schedule**

ENGLAND - THIMS & MILLER, INC.

HOURLY FEE SCHEDULE - 2025

CEO / Chairman / Founder .....	\$ 475.00 / Hr.
Executive Vice President .....	\$ 370.00 / Hr.
Principal - Vice President .....	\$ 305.00 / Hr.
Vice President .....	\$ 295.00 / Hr.
Senior Advisor .....	\$ 325.00 / Hr.
Senior Engineer / Senior Project Manager .....	\$ 255.00 / Hr.
Project Manager / Construction Project Manager .....	\$ 225.00 / Hr.
Director .....	\$ 210.00 / Hr.
Engineer .....	\$ 190.00 / Hr.
Assistant Project Manager .....	\$ 165.00 / Hr.
Senior Planner / Planning Manager .....	\$ 225.00 / Hr.
Senior Environmental Scientist .....	\$ 240.00 / Hr.
Planner .....	\$ 170.00 / Hr.
CEI Senior Project Engineer .....	\$ 320.00 / Hr.
Senior Construction Representative .....	\$ 205.00 / Hr.
Construction Representative .....	\$ 180.00 / Hr.
CEI Inspector .....	\$ 140.00 / Hr.
Senior Landscape Architect .....	\$ 215.00 / Hr.
Landscape Architect .....	\$ 190.00 / Hr.
GIS Director .....	\$ 205.00 / Hr.
GIS Solutions / Engineer / Manager .....	\$ 185.00 / Hr.
GIS Analyst .....	\$ 155.00 / Hr.
GIS Consultant .....	\$ 165.00 / Hr.
GIS Specialist .....	\$ 150.00 / Hr.
Senior Engineering Designer .....	\$ 170.00 / Hr.
Senior Landscape Designer .....	\$ 170.00 / Hr.
Engineering / Landscape Designer .....	\$ 155.00 / Hr.
Engineering Intern .....	\$ 150.00 / Hr.
CADD / GIS Technician .....	\$ 145.00 / Hr.
Project Coordinator / CSS .....	\$ 120.00 / Hr.
Administrative Support .....	\$ 110.00 / Hr.

\* ETM's standard hourly billing rates are reevaluated annually, prior to the beginning of the calendar year.

*Revised December 27, 2024*

**GOVERNORS PARK NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**GOVERNORS PARK NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JANUARY 31, 2026**

**GOVERNORS PARK NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JANUARY 31, 2026**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 10,104	\$ -	\$ -	\$ 10,104
Due from Landowner	18,277	1,530	1,133	20,940
Total assets	<u>\$ 28,381</u>	<u>\$ 1,530</u>	<u>\$ 1,133</u>	<u>\$ 31,044</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 17,669	\$ 1,530	\$ 1,133	\$ 20,332
Due to Landowner	-	6,385	132	6,517
Due to capital projects fund	-	-	1,133	1,133
Accrued taxes payable	61	-	-	61
Landowner advance	10,729	-	-	10,729
Total liabilities	<u>28,459</u>	<u>7,915</u>	<u>2,398</u>	<u>38,772</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	18,277	-	-	18,277
Total deferred inflows of resources	<u>18,277</u>	<u>-</u>	<u>-</u>	<u>18,277</u>
Fund balances:				
Restricted				
Debt service	-	(6,385)	-	(6,385)
Capital projects	-	-	(1,265)	(1,265)
Unassigned	(18,355)	-	-	(18,355)
Total fund balances	<u>(18,355)</u>	<u>(6,385)</u>	<u>(1,265)</u>	<u>(26,005)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 28,381</u>	<u>\$ 1,530</u>	<u>\$ 1,133</u>	<u>\$ 31,044</u>

**GOVERNORS PARK NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JANUARY 31, 2026**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 3,440	\$ 11,245	\$ 88,290	13%
Total revenues	<u>3,440</u>	<u>11,245</u>	<u>88,290</u>	13%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	431	861	-	N/A
Management/accounting/recording**	2,000	8,000	48,000	17%
Legal	12,440	12,440	25,000	50%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	2,000	0%
Telephone	16	67	200	34%
Postage	22	33	500	7%
Printing & binding	42	167	500	33%
Legal advertising	73	645	1,750	37%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	572	836	1,750	48%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>15,596</u>	<u>28,224</u>	<u>88,290</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	(12,156)	(16,979)	-	
Fund balances - beginning	(6,199)	(1,376)	-	
Fund balances - ending	<u>\$ (18,355)</u>	<u>\$ (18,355)</u>	<u>\$ -</u>	

\*These items will be realized when bonds are issued.

\*\*WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**GOVERNORS PARK NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED JANUARY 31, 2026**

	Current Month	Year To Date
<b>REVENUES</b>		
Special assessment - on roll	\$ -	\$ -
Total revenues	-	-
<b>EXPENDITURES</b>	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(6,385)	(6,385)
Fund balances - ending	\$ (6,385)	\$ (6,385)

**GOVERNORS PARK NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND  
FOR THE PERIOD ENDED JANUARY 31, 2026**

	Current Month	Year To Date
<b>REVENUES</b>		
Bondholder contribution	\$ -	\$ -
Total revenues	-	-
<b>EXPENDITURES</b>	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(1,265)	(1,265)
Fund balances - ending	\$ (1,265)	\$ (1,265)

**GOVERNORS PARK NORTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
GOVERNORS PARK NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of Governors Park North Community Development District held a Regular Meeting on December 11, 2025 at 12:00 p.m., the Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073.

**Present:**

Kevin Kramer	Vice Chair
Shira Fertel	Assistant Secretary
Aharon Benyowitz	Assistant Secretary

**Also present:**

Ernesto Torres	District Manager
Felix Rodriguez	Wrathell, Hunt and Associates, LLC
Michael Eckert	District Counsel
Kate John (via telephone)	Kutak Rock LLP
Peter Ma	District Engineer
David D’Ambrosio (via telephone)	BTI Partners
Eric Lavoie (via telephone)	BTI Partners

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 12:00 p.m.  
Supervisors Kramer, Benyowitz and Fertel were present. Supervisors Noah Breakstone and Joshua Breakstone were absent.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Consideration of FDOT Construction Agreement for Ramps Project**

38 Mr. Eckert presented the Florida Department of Transportation (FDOT) Construction  
 39 Agreement for the Ramps Project. This authorizes the CDD, as the construction coordinator, to  
 40 construct interchange improvements on State Road 23 within the FDOT Right-of-Way (ROW) in  
 41 relation to the on and off-ramps. He reviewed the terms of the Agreement, some of which  
 42 include that the work must be performed to the FDOT’s standards, includes notice  
 43 requirements and once completed, it becomes FDOT property upon acceptance. The CDD must  
 44 provide insurance, manage the maintenance of traffic (MOT), manage the utilities and permits,  
 45 complete construction within 730 days and deliver as-builts and certifications once construction  
 46 is completed. He suggested approval in substantial form, as there might be minor changes, and  
 47 authorizing the Chair to execute.

48 **On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor,**  
 49 **the FDOT Construction Agreement for the Ramps Project, in substantial form,**  
 50 **along with authorizing the Chair to execute, was approved.**

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**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-12,  
 Providing for the Direct Purchase of  
 Construction Services for the First Coast  
 Expressway Ramps Project; Approving a  
 Construction Funding Agreement;  
 Providing a Severability Clause; And  
 Providing an Effective Date**

Mr. Eckert presented Resolution 2026-12.

62 **On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor,**  
 63 **Resolution 2026-12, Providing for the Direct Purchase of Construction Services**  
 64 **for the First Coast Expressway Ramps Project; Approving a Construction**  
 65 **Funding Agreement; Providing a Severability Clause; And Providing an Effective**  
 66 **Date, was adopted.**

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**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-13,  
 Extending the Terms of Office of All  
 Current Supervisors to Coincide with the  
 General Election Pursuant to Section  
 190.006, Florida Statutes; Providing for  
 Severability; and Providing an Effective  
 Date**

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Mr. Torres presented Resolution 2026-13.

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**On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor, Resolution 2026-13, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date, was adopted.**

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**SIXTH ORDER OF BUSINESS**

**Discussion/Consideration/Ratification:  
Performance Measures/Standards & Annual  
Reporting Form**

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Mr. Torres presented the Goals and Objectives Reporting Performance Measures and Standards for the following fiscal years:

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- A. **October 1, 2024 - September 30, 2025**
- B. **October 1, 2025 - September 30, 2026**

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**On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor, the Goals and Objectives Reporting Fiscal Year 2025 Performance Measures and Standards, were ratified, and the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, were approved.**

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**SEVENTH ORDER OF BUSINESS**

**Ratification Items**

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- A. **Fiscal Year 2025 Budget Funding Agreement**
- B. **Fiscal Year 2026 Budget Funding Agreement**

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**On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor, the Fiscal Year 2025 Budget Funding Agreement and the Fiscal Year 2026 Budget Funding Agreement, were ratified.**

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**EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of October 31, 2025**

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**On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor, the Unaudited Financial Statements as of October 31, 2025, were accepted.**

115 NINTH ORDER OF BUSINESS

Approval of November 13, 2025 Regular Meeting Minutes

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118 On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor,  
119 the November 13, 2025 Regular Meeting Minutes, as presented, were  
120 approved.

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123 TENTH ORDER OF BUSINESS

Staff Reports

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125 A. District Counsel: Kutak Rock LLP

126 Mr. Eckert stated the Bond Validation Hearing was successful and the appeal period  
127 ended on December 9, 2025; the Certificate of No Appeal is pending and once received, bonds  
128 can be issued in the future.

129 B. District Engineer: England-Thims & Miller, Inc.

130 There was no report.

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

- 132 • NEXT MEETING DATE: January 8, 2026 at 12:00 PM
- 133 ○ QUORUM CHECK

134  
135 ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

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137 There were no Board Members' comments or requests.

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139 TWELFTH ORDER OF BUSINESS

Public Comments

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141 No members of the public spoke.

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143 THIRTEENTH ORDER OF BUSINESS

Adjournment

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145 On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor,  
146 the meeting adjourned at 12:09 p.m.

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150 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**GOVERNORS PARK NORTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

**GOVERNORS PARK NORTH COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE**

**LOCATION**

*Holiday Inn & Suites, 620 Wells Road, Orange Park, Fl 32073*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 9, 2025</b>	<b>Public Hearings and Regular Meeting</b>	<b>12:00 PM</b>
<b>November 13, 2025</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>December 11, 2025</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>January 8, 2026 CANCELED</b>	<del><b>Regular Meeting</b></del>	<del><b>12:00 PM</b></del> <i>rescheduled to 1:45 PM</i> <del><b>1:45 PM</b></del>
<b>February 12, 2026 CANCELED</b>	<del><b>Regular Meeting</b></del>	<del><b>12:00 PM</b></del>
<b>March 12, 2026</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>April 9, 2026</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>May 14, 2026</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>June 11, 2026</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>July 9, 2026</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>August 13, 2026</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>September 10, 2026</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>

**GOVERNORS PARK NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
Performance Measures/Standards & Annual Reporting Form  
October 1, 2025 – September 30, 2026**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1 Public Meetings Compliance**

**Objective:** Hold at least 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  Not Applicable

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**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  Not Applicable

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**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  Not Applicable

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**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  Not Applicable

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**Goal 3.2      Financial Reports**

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

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

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

**Achieved:** Yes  No  Not Applicable

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**Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes  No  Not Applicable

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District Manager

ERNESTO J. Torres

Print Name

11 Dec 25

Date



Chair/Vice Chair, Board of Supervisors

Kevin Kramer

Print Name

11 Dec 25

Date