

# **STONEWATER**

## **COMMUNITY DEVELOPMENT DISTRICT**

**October 28, 2021**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**Stonewater 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**

October 21, 2021

Board of Supervisors  
Stonewater Community Development District

<p><b><u>ATTENDEES:</u></b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>
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Dear Board Members:

The Board of Supervisors of the Stonewater Community Development District will hold a Regular Meeting on October 28, 2021 at 4:00 p.m., at the offices of D R Horton, 10541 Ben C Pratt Six Mile Cypress Pkwy., Fort Myers, FL 33966. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Bond Related Items
  - A. Presentation of Final Supplemental Assessment Methodology Report
  - B. Resolution 2022-01, Setting Forth the Specific Terms of the District's \$7,020,000 Special Assessment Revenue Bonds, Series 2021; Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Confirming the Maximum Assessment Lien Securing the 2021 Bonds; Addressing the Allocation and Collection of the Assessments Securing the 2021 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing For Conflicts, Severability and an Effective Date
  - C. Consideration of Issuer's Counsel Documents
    - I. Completion Agreement
    - II. True-Up Agreement
    - III. Collateral Assignment Agreement
    - IV. Disclosure of Public Finance
    - V. Declaration of Consent
    - VI. Notice of Special Assessments/Governmental Lien of Record
4. Consideration of Requisitions
  - A. Number 1: Acquisition of Improvements and Work Product

B. Number 2: Acquisition of Land

- 5. Consideration of CDD/HOA Maintenance Agreement
- 6. Consideration of Resolution 2022-02, Authorizing and Approving Change of Designated Registered Agent and Registered Office
- 7. Update: Stormwater Reporting Requirements
- 8. Acceptance of Unaudited Financial Statements as of September 30, 2021
- 9. Approval of September 23, 2021 Public Hearing and Regular Meeting Minutes
- 10. Staff Reports
  - A. District Counsel: *KE Law Group, PLLC*
  - B. District Engineer: *Barraco & Associates, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: January 27, 2022 at 4:00 PM

- QUORUM CHECK

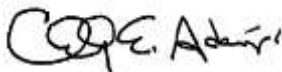
J Wayne Everett	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Chris Quarles	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Landon Thomas	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Mark Brumfield	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Gary Barlow	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

- 11. Board Members' Comments/Requests
- 12. Public Comments
- 13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

**FOR BOARD AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 229 774 8903**

Sincerely,



Chesley E. Adams Jr.,  
 District Manager

**STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**3A**

# STONEWATER COMMUNITY DEVELOPMENT DISTRICT

Final Supplemental Special Assessment  
Methodology Report

October 13, 2021



Provided by:

**Wrathell, Hunt and Associates, LLC**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

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## **1.0 Introduction**

### **1.1 Purpose**

This Final Supplemental Special Assessment Methodology Report (the "Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated August 21, 2021 and to provide a supplemental financing plan and a supplemental special assessment methodology for the for the Stonewater Community Development District (the "District"), located in City of Cape Coral, Lee County, Florida. This Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements (the "Project") contemplated to be provided by the District.

### **1.2 Scope of the Supplemental Report**

This Supplemental Report presents projections for financing a portion of the Project as described in the Master Engineer's Report of Barraco and Associates, Inc. dated March 1, 2021 (the "Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the Project.

### **1.3 Special Benefits and General Benefits**

Improvements undertaken and funded in part by the District as part of the Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's Project enables properties within its boundaries to be developed.

There is no doubt that the general public, property owners, and property outside the District will benefit from the provision of the Project. However, these benefits are only incidental since the Project is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the Project and do not depend upon the Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The Project will provide infrastructure and improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the Project. Even though the exact value of the benefits provided by the Project is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

#### **1.4 Organization of the Supplemental Report**

*Section Two* describes the development program as proposed by the Developer, as defined below.

*Section Three* provides a summary of the Project as determined by the District Engineer.

*Section Four* discusses the supplemental financing program for the District.

*Section Five* discusses the supplemental special assessment methodology for the District.

### **2.0 Development Program**

#### **2.1 Overview**

The District serves the Stonewater development (the “Development” or “Stonewater”), a master planned, residential development located in in City of Cape Coral, Lee County, Florida. The land within the District consists of approximately 184.82 +/- acres and is generally located west of Nelson Road N, south of Tropicana Parkway W, east of the Mariner High School, and generally south of Embers Parkway W.

#### **2.2 The Development Program**

The development of Stonewater is anticipated to be conducted by DR Horton, Inc. or its associates (the “Developer”). Based upon the information provided by the Developer, the current development plan envisions a total of 327 Single-Family residential units developed in two (2) phases, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for the District.



### **3.0 The Project**

#### **3.1 Overview**

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

#### **3.2 Project**

The Project needed to serve the Development is projected to consist of drainage and surface water management system, onsite roadways, including hardscape and landscaping as roadway entry features, as well as on-side utilities, all as set forth in more detail in the Engineer's Report.

All of the infrastructure included in the Project will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and all improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the Project are estimated at \$10,913,008. Table 2 in the *Appendix* illustrates the specific components of the Project and their costs.

### **4.0 Financing Program**

#### **4.1 Overview**

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. As of the time of writing of this First Supplemental Report, the District will most likely acquire completed improvements from the Developer, although the District maintains the complete flexibility to either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

The District intends to issue Special Assessment Revenue Bonds, Series 2021 in the principal amount of \$7,020,000 (the "Bonds") to finance the acquisition and/or construction of a portion of the Project in the amount of \$6,691,806.45. It is anticipated that additional

improvements will be contributed to the District at no cost by the Developer under a Completion Agreement that will be entered into by the Developer and the District.

## **4.2 Types of Bonds Proposed**

The financing plan for the District provides for the issuance of the Bonds in the principal amount of \$7,020,000 to finance Project costs in the amount of \$6,691,806.45. The Bonds will be structured to be amortized in 30 annual installments. Interest payments on the Bonds will be made every May 1 and November 1, and principal payments on the Bonds would be made every November 1.

In order to finance the improvement costs, the District will need to borrow more funds and incur indebtedness in the total amount of \$7,020,000. The difference is comprised of debt service reserve, premium, costs of issuance, and underwriter's discount. Sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

## **5.0 Assessment Methodology**

### **5.1 Overview**

The issuance of the Bonds provides the District with funds necessary to construct/acquire a portion of the infrastructure improvements which are part of the Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the District. General benefits accrue to areas outside the District, but are only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the Project. All properties that receive special benefits from the Project will be assessed for their fair share of the debt issued in order to finance the Project.

### **5.2 Benefit Allocation**

The current development plan for the District envisions the development of a total of 327 Single-Family residential units developed in two (2) phases, although unit numbers and land use types may change throughout the development period.

The public infrastructure included in the Project will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and such public improvements will be interrelated such that they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the Project have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

Following the Master Report, this Supplemental Report proposes to allocate the benefit associated with the Project uniformly to all 327 Single-Family residential units proposed to be developed in the District by assigning all units a uniform Equivalent Residential Unit ("ERU") value of 1, based on the reasonably anticipated identical density of development of and intensity of use of infrastructure by all Single-Family units. Table 4 in the *Appendix* illustrates the uniform ERU weight that is proposed to be assigned to the Single-Family residential units and the total ERU count, which at 327 is identical to the total unit count.

The rationale behind the uniform ERU weight is supported by the fact that generally and on average units of identical product type can be reasonably expected to use and benefit from the District's public infrastructure improvements about the same, as generally and on average all units of identical product type will need about the same water and sewer capacity and will produce about the same amount of storm water runoff. Additionally, the value of units of identical product type is likely to appreciate about the same in terms of dollars as a result of the implementation of the Project. As the exact amount

of the benefit and appreciation is not possible to be calculated at this time, the use of the uniform ERU measure serves as a reasonable approximation of the uniform relative amount of benefit received by all units contemplated to be developed within the District from the District's improvements.

Table 5 in the *Appendix* presents the apportionment of the assessment associated with the Bonds (the "Bond Assessment") to the Single-Family residential units contemplated to be developed within the District in accordance with the ERU benefit allocation method presented in Table 4. Table 5 also presents the annual levels of the Bond Assessment annual debt service assessments per unit.

No Bond Assessment is allocated herein to the private amenities or other common areas planned for the development. Such amenities and areas will be owned and operated by a master homeowner's association, will be available for use by all of the residents of the District, and are considered a common element for the exclusive benefit of lot owners. Accordingly, any benefit to the amenities and common areas flows directly to the benefit of all platted lots in the District. As such, no Bond Assessment will be assigned to the amenities and common areas.

### **5.3 Assigning Bond Assessment**

As the land in the District has already been fully platted for its intended final use and the precise location of all Single-Family lots by lot or parcel is known, the Bond Assessment will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*.

### **5.4 Lienability Test: Special and Peculiar Benefit to the Property**

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The improvements which are part of the Project make the land in the District developable and saleable and when implemented jointly as parts of the Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

### **5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay**

A reasonable estimate of the proportion of special and peculiar benefits received by the Single-Family product type from the improvements is delineated in Table 4 (expressed as the ERU factor) in the *Appendix*.

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the Project.

Accordingly, no acre or parcel of property within the District will be lienied for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

### **5.6 True-Up Mechanism**

The Assessment Methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development and platting or replatting occurs it is possible that the number of ERUs may change. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that the Bond Assessment on a per ERU basis never exceeds the initially allocated assessment as contemplated in the adopted assessment methodology. Bond Assessment per ERU equals \$21,467.89 (\$7,020,000 in Bond

Assessment divided by 327 ERUs). If such changes occur, the Methodology is applied to the land based on the number of and type of units of particular product type within each and every parcel as signified by the number of ERUs.

As the land in the District is already fully platted, the Bond Assessment is assigned to platted parcels based on the figures in Table 5 in the *Appendix*. If, as a result of any replatting and apportionment of the Bond Assessment to the replatted parcels, the Bond Assessment per ERU remains equal to \$21,467.89, then no true-up adjustment will be necessary.

If, as a result of any replatting and apportionment of the Bond Assessment to the replatted parcels, the Bond Assessment per ERU equals less than \$21,467.89 (for instance as a result of a larger number of units) then the per ERU Bond Assessment for all parcels within the District will be lowered if that state persists at the conclusion of replatting of all land within the District.

If, in contrast, as a result of any replatting and apportionment of the Bond Assessment to replatted parcels, the Bond Assessment per ERU equals more than \$21,467.89 (for instance as a result of a smaller number of units), then the difference in Bond Assessment plus accrued interest will be collected from the owner(s) of the property which replatting caused the increase of assessment per ERU to occur, in accordance with the assessment resolution and/or a true-up agreement to be entered into between the District and the Developer, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Bond Assessment per ERU and \$21,467.89, multiplied by the actual number of ERUs plus accrued interest to the next succeeding interest payment date on the Bonds, unless such interest payment date occurs within 45 day of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of Bonds secured by the Bond Assessment).

## **5.7 Assessment Roll**

Based on the per platted residential lot assessment proposed in Sections 5.2 and 5.3, the Bond Assessment of \$7,020,000 is proposed to be levied over the platted lots described in Exhibit "A".

Excluding any capitalized interest period, debt service assessment shall be paid in thirty (30) annual installments.

## 6.0 Additional Stipulations

### 6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Supplemental Report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

**Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.**

## 7.0 Appendix

Table 1

# Stonewater

## Community Development District

### Development Plan

Product Type	Number of Units
Single-Family	327
<b>Total</b>	<b>327</b>

Table 2

# Stonewater

## Community Development District

### Project Costs

<b>Improvement</b>	<b>Total Costs</b>
Drainage and Surface Water Management System	\$1,474,563.00
Onsite Roadways	\$125,798.00
Hardscape and Landscaping as Roadway Entry Features	\$750,000.00
Onsite Utilities	\$2,737,274.00
Land Acquisition	\$4,111,846.00
Professional Fees	\$580,000.00
Contingency	\$1,133,527.00
<b>Total</b>	<b>\$10,913,008.00</b>

Table 3

# Stonewater

## Community Development District

### Sources and Uses of Funds

#### Sources

Bond Proceeds:	
Par Amount	\$7,020,000.00
Premium	\$146,349.60
<b>Total Sources</b>	<b>\$7,166,349.60</b>

#### Uses

Project Fund Deposits:	
Project Fund	\$6,691,806.45
Other Fund Deposits:	
Debt Service Reserve Fund	\$195,930.65
Delivery Date Expenses:	
Costs of Issuance	\$180,332.50
Underwriter's Discount	\$98,280.00
<b>Total Uses</b>	<b>\$7,166,349.60</b>



Table 4

# Stonewater

## Community Development District

### Benefit Allocation

Product Type	Number of Units	ERU Weight	Total ERU
Single-Family	327	1.00	327.00
<b>Total</b>	<b>327</b>		<b>327.00</b>

Table 5

# Stonewater

## Community Development District

### Assessment Apportionment

Product Type	Number of Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit - paid in March**
Single-Family	327	\$6,691,806.45	\$7,020,000.00	\$21,467.89	\$1,250.89
<b>Total</b>	<b>327</b>	<b>\$6,691,806.45</b>	<b>\$7,020,000.00</b>		

\* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

\*\* Includes costs of collection, early payment discount and assumes payment in **March**













Exhibit "A"

Strap	Owner	Address1	Address2	Address3	Bond Assessment*
10-44-23-C2-01000.3190	DR Horton Inc	10541 Ben C Pratt/6 Mile	Cypress Pkwy Ste 100	Fort Myers FL 33966	\$21,467.89
10-44-23-C2-01000.3200	DR Horton Inc	10541 Ben C Pratt/6 Mile	Cypress Pkwy Ste 100	Fort Myers FL 33966	\$21,467.89
10-44-23-C2-01000.3210	DR Horton Inc	10541 Ben C Pratt/6 Mile	Cypress Pkwy Ste 100	Fort Myers FL 33966	\$21,467.89
10-44-23-C2-01000.3220	DR Horton Inc	10541 Ben C Pratt/6 Mile	Cypress Pkwy Ste 100	Fort Myers FL 33966	\$21,467.89
10-44-23-C2-01000.3230	DR Horton Inc	10541 Ben C Pratt/6 Mile	Cypress Pkwy Ste 100	Fort Myers FL 33966	\$21,467.89
10-44-23-C2-01000.3240	DR Horton Inc	10541 Ben C Pratt/6 Mile	Cypress Pkwy Ste 100	Fort Myers FL 33966	\$21,467.89
10-44-23-C2-01000.3250	DR Horton Inc	10541 Ben C Pratt/6 Mile	Cypress Pkwy Ste 100	Fort Myers FL 33966	\$21,467.89
10-44-23-C2-01000.3260	DR Horton Inc	10541 Ben C Pratt/6 Mile	Cypress Pkwy Ste 100	Fort Myers FL 33966	\$21,467.89
10-44-23-C2-01000.3270	DR Horton Inc	10541 Ben C Pratt/6 Mile	Cypress Pkwy Ste 100	Fort Myers FL 33966	\$21,467.89
<b>Total</b>					<b>\$7,020,000.00</b>



**STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**3B**

**RESOLUTION 2022-01**

**[SUPPLEMENTAL ASSESSMENT RESOLUTION, 2021 BONDS]**

**A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S \$7,020,000 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021; MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING AN ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE 2021 BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE 2021 BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Stonewater Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

**WHEREAS**, on April 1, 2021, the District's Board of Supervisors ("**Board**") adopted, after notice and public hearing, Resolution 2021-32, relating to the imposition, levy, collection and enforcement of debt service special assessments to secure the repayment of the 2021 Bonds (defined herein); and

**WHEREAS**, on October 13, 2021, and in order to finance all or a portion of what is known as the "**2021 Project**" (defined herein), the District entered into that certain *Bond Purchase Contract*, whereby the District agreed to sell its \$7,020,000 Special Assessment Revenue Bonds, Series 2021 ("**2021 Bonds**"); and

**WHEREAS**, pursuant to and consistent with Resolution 2021-32, the District desires to set forth the particular terms of the sale of the 2021 Bonds and confirm the lien for the special assessments securing such bonds.

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

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.
2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and Resolution 2021-32.
3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:
  - a. On April 1, 2021, the District, after due notice and public hearing, adopted Resolution 2021-32 which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District.

That Resolution provided that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds.

- b. The *Master Engineer's Report*, dated February 25, 2021, as revised March 1, 2021, attached to this Resolution as **Exhibit A ("Engineer's Report")**, identifies and describes, among other things, the presently expected components of the "**2021 Project.**" The Engineer's Report sets forth the estimated costs of the 2021 Project. The District hereby confirms that the 2021 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the 2021 Bonds.
- c. The *Supplemental Special Assessment Methodology Report*, dated October 7, 2021, and attached to this Resolution as **Exhibit B ("Assessment Report")**, applies to the 2021 Project and the actual terms of the 2021 Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the 2021 Bonds.
- d. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B**, the 2021 Project initially benefits all developable property within the District, which is further described in **Exhibit C** attached hereto, and will accrue to the first 327 platted residential units. Moreover, the benefits from the 2021 Project funded by the 2021 Bonds equal or exceed the amount of the special assessments securing the 2021 Bonds ("**2021 Assessments**"), as described in **Exhibit B**, and such 2021 Assessments are fairly and reasonably allocated across the benefitted lands within the District ("**Assessment Area**").
- e. It is reasonable, proper, just and right to assess the portion of the costs of the 2021 Project to be financed with the 2021 Bonds to the specially benefitted properties within the Assessment Area as set forth in Resolution 2021-32 and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE 2021 BONDS.** As provided in Resolution 2021-32, this Resolution is intended to set forth the terms of the 2021 Bonds and the final amount of the lien of the 2021 Assessments. **Composite Exhibit D** shows: (i) the rates of interest and maturity on the 2021 Bonds, (ii) the estimated sources and uses of funds of the 2021 Bonds, and (iii) the debt service due on the 2021 Bonds. The lien of the 2021 Assessments shall be the principal amount due on the 2021 Bonds, together with interest and collection costs, and other pledged revenues as set forth in the applicable indenture(s).

5. **ALLOCATION AND COLLECTION OF THE 2021 ASSESSMENTS.**

- a. The 2021 Assessments shall be allocated in accordance with **Exhibit B**. The Assessment Report, considered herein, reflects the actual terms of the issuance of the 2021 Bonds.
- b. Section 8 of Resolution 2021-32 sets forth the terms for collection and enforcement of the 2021 Assessments. The District hereby certifies the 2021 Assessments for collection to ensure payment of debt service as set forth in **Exhibit B** and **Composite Exhibit D**. The

District Manager is directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law and the applicable trust indenture in order to provide for the timely payment of debt service (and after taking into account any capitalized interest period, if any). Among other things, the District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the 2021 Assessments and present the same to the Board as required by law.

6. **IMPACT FEE CREDITS.** [RESERVED.]

7. **PREPAYMENT OF 2021 ASSESSMENTS.** Section 8 of Resolution 2021-32 addresses prepayments for the 2021 Assessments.

8. **APPLICATION OF TRUE-UP PAYMENTS.** Section 9 of Resolution 2021-32, together with the Assessment Report, shall govern true-up obligations as they relate to the 2021 Assessments and 2021 Bonds.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the 2021 Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The 2021 Assessments shall be and shall remain legal, valid and binding first liens against all benefitted property as described in **Exhibit B** until paid and such liens shall be coequal with the liens of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. **CONFLICTS.** This Resolution is intended to supplement Resolution 2021-32, which remains in full force and effect and is applicable to the 2021 Bonds except as modified herein. This Resolution and Resolution 2021-32 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

11. **SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

**APPROVED** and **ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

**STONEWATER COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

**Exhibit A:** *Master Engineer's Report*, dated February 25, 2021 as revised March 1, 2021  
**Exhibit B:** *Supplemental Special Assessment Methodology Report*, dated October 7, 2021  
**Exhibit C:** Legal Description of the Assessment Area  
**Comp. Exhibit D:** Maturities and Coupon of 2021 Bonds  
Sources and Uses of Funds for 2021 Bonds  
Annual Debt Service Payment Due on 2021 Bonds

## Exhibit A

**Exhibit B**

## Exhibit C



**Comp. Exhibit D**

**STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**301**

**COMPLETION AGREEMENT  
(2021 BONDS)**

**THIS COMPLETION AGREEMENT (2021 BONDS) (“Agreement”)** is made and entered into, by and between:

**Stonewater Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Cape Coral, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**D.R Horton, Inc.**, the primary developer of lands within the boundary of the District, and whose address is 10541 Ben C. Pratt Six Mile Cypress Parkway, Fort Myers, Florida 33966 (together with its permitted successors and assigns, “**Developer**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance adopted by the City Council of the City of Cape Coral, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including but not limited to roads, sewer & wastewater management, water supply, water management and control, electric undergrounding, recreational facilities, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is the developer of the undeveloped lands in the District; and

**WHEREAS**, the District presently intends to undertake the planning, design, acquisition, construction, and installation of certain public infrastructure improvements for what is known as the “**2021 Project**”; and

**WHEREAS**, the 2021 Project is anticipated to cost \$7,020,000 and is described in the *Master Engineer’s Report*, dated February 25, 2021, as revised March 1, 2021 (“**Engineer’s Report**”), which is attached to this Agreement as **Exhibit A**; and

**WHEREAS**, the District intends to finance a portion of the 2021 Project through the use of proceeds from the anticipated sale of its \$7,020,000 Special Assessment Revenue Bonds, Series 2021 (“**2021 Bonds**”); and

**WHEREAS**, in order to ensure that the 2021 Project is completed, the Developer and the District hereby agree that the District will be obligated to issue no more than \$7,020,000 in 2021 Bonds to fund the 2021 Project and, subject to the terms and conditions of this Agreement, the Developer will make provision for any additional funds that may be needed in the future for the completion of the 2021 Project.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer 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. **COMPLETION OF PROJECT.** The Developer and District agree and acknowledge that the District's proposed 2021 Bonds will provide only a portion of the funds necessary to complete the 2021 Project. Therefore, the Developer hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the improvements in the 2021 Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related work product and soft costs (together, "**Remaining Improvements**") whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by the 2021 Bonds.

- a. ***Subject to Existing Contract*** - When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.
- b. ***Not Subject to Existing Contract*** – When any portion of the Remaining Improvements is not the subject of an existing District contract, the Developer may choose to complete, or cause to be completed, the Remaining Improvements, or provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements.

3. **OTHER CONDITIONS AND ACKNOWLEDGMENTS**

- a. ***Material Changes to 2021 Project*** – The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the 2021 Project may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the 2021 Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes, and shall require the consent of the Trustee pursuant to Section 9, as well as the consent of the Developer and the District, which consent shall not be unreasonably withheld. Such consent is not necessary and the Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the 2021 Project is materially changed in response to a requirement imposed by a regulatory agency.

- b. **Conveyances** – The District and Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer’s Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. Further, all such conveyances shall be done in a manner consistent with the *Acquisition Agreement*, between the parties and dated February 25, 2021 (“**Acquisition Agreement**”), and, without intending to limit the same, shall include all necessary real property interests for the District to own, operate and maintain the Remaining Improvements. Further, and in addition to any requirements under the Acquisition Agreement, such conveyances shall also include all right, title, interest, and benefit of the Developer, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and other rights of any kind, with respect to the creation of the Remaining Improvements.

4. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under the applicable trust indenture for the 2021 Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the 2021 Project with the proceeds of the 2021 Bonds in the event of such a default. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

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

6. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

7. **NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth 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 Developer may deliver Notice on behalf of the District and the Developer, respectively. 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.

8. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. 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 doubtful language will not be interpreted or construed against either the District or the Developer.

9. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the 2021 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the 2021 Project may not be materially amended, without the consent of the Trustee, acting at the direction of the Majority Owners of the 2021 Bonds, which consent shall not be unreasonably withheld.

10. **ASSIGNMENT.** Subject to Section 9, neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

11. **AMENDMENTS.** Subject to Section 9, 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 the District and the Developer.

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

13. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

14. **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.

15. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be

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

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

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

[CONTINUED ON NEXT PAGE]

**WHEREFORE**, the parties below execute the *Completion Agreement (2021 Bonds)* to be effective as of \_\_\_\_\_.

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT**

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

**D.R. HORTON, INC.**

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

**Exhibit A:** *Master Engineer's Report*, dated February 25, 2021, as revised March 1, 2021



**STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**3C11**

This instrument was prepared by:

KE Law Group, PLLC  
PO Box 6386  
Tallahassee, Florida 32314

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**TRUE-UP AGREEMENT  
(2021 BONDS)**

**THIS TRUE-UP AGREEMENT (2021 BONDS)** (“**Agreement**”) is made and entered into, by and between:

**Stonewater Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Cape Coral, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**D.R Horton, Inc.**, the primary developer of lands within the boundary of the District, and whose address is 10541 Ben C. Pratt Six Mile Cypress Parkway, Fort Myers, Florida 33966 (together with its permitted successors and assigns, “**Developer**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance enacted by the City Council of the City of Cape Coral, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including but not limited to roads, sewer & wastewater management, water supply, water management and control, electric undergrounding, recreational facilities, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is currently the owner and developer of the lands within the District, which are described in **Exhibit A** attached hereto (“**Property**”); and

**WHEREAS**, for the benefit of the Property, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the “**2021 Project**,” and

**WHEREAS**, the 2021 Project is described in the *Master Engineer’s Report*, dated February 25, 2021, as revised March 1, 2021 (“**Engineer’s Report**”); and

**WHEREAS**, the District intends to finance a portion of the 2021 Project through the use of proceeds from the anticipated sale of \$7,020,000 Special Assessment Revenue Bonds, Series 2021 (“**2021 Bonds**”); and

**WHEREAS**, pursuant to Resolution Nos. 2021-25, 2021-32 and 2022-01 (together, “**Assessment Resolutions**”), the District has taken certain steps necessary to impose debt service special assessment lien(s) (“**2021 Assessments**”) on the Property pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to secure repayment of the 2021 Bonds; and

**WHEREAS**, as part of the Assessment Resolutions, the District adopted the *Master Special Assessment Methodology Report*, dated February 25, 2021, as revised August 21, 2021, and as supplemented by the *Supplemental Special Assessment Methodology Report*, dated October 7, 2021 (together, “**Assessment Report**”), which is on file with the District and expressly incorporated herein by this reference; and

**WHEREAS**, Developer agrees that the Property benefits from the timely design, construction, or acquisition of the 2021 Project; and

**WHEREAS**, Developer agrees that the 2021 Assessments, which were imposed on the lands within the District, have been validly imposed and constitute valid, legal, and binding liens upon the lands within the District; and

**WHEREAS**, the Assessment Resolutions together with the Assessment Report provide that as the lands within the District are platted, the allocation of the amounts assessed to and constituting a lien upon the lands within the District would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on the developable acres within the District, which assumptions were provided by Developer; and

**WHEREAS**, Developer intends to plat and develop its lands within the District based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

**WHEREAS**, as more fully described by the Assessment Resolutions, the Assessment Report anticipates a “true-up” mechanism by which the Developer shall make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, with the amount of such payments being determined generally by a calculation of the principal amount of assessments to be assigned under the Assessment Report as compared to the amount able to be assigned as reconfigured.

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

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

2. **VALIDITY OF ASSESSMENTS.** Developer agrees that the Assessment Resolutions have been duly adopted by the District. Developer further agrees that the 2021 Assessments imposed as liens by the District are legal, valid, and binding liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Developer waives any defect in notice or publication or in the proceedings

to levy, impose, and collect the 2021 Assessments on the lands within the District, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such 2021 Assessments. Developer further agrees that to the extent Developer fails to timely pay all 2021 Assessments collected by mailed notice of the District, said unpaid 2021 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

3. **WAIVER OF PREPAYMENT RIGHT.** Developer waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the 2021 Assessments without interest within thirty (30) days of completion of the improvements.

4. **SPECIAL ASSESSMENT REALLOCATION; TRUE-UP PAYMENTS.** The Assessment Report identifies the amount of equivalent assessment units (and/or product types and unit counts) planned for the Property – i.e., 327 single-family residential units. At such time as lands are to be platted (or replatted) or site plans are to be approved (or re-approved), and subject to the conditions set forth in the Assessment Report, the plat or site plan (either, herein, “**Proposed Plat**”) shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District’s assessment liens and/or this Agreement. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified in the Assessment Report, the District shall allocate the 2021 Assessments to the product types being platted and the remaining property in accordance with the Assessment Report, and cause the 2021 Assessments to be recorded in the District’s Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of 2021 Assessments able to be assigned to the Property, then the District may undertake a pro rata reduction of 2021 Assessments per lot for all assessed properties within the Property, or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of 2021 Assessments able to be assigned to the planned units described in the Assessment Report, and located within the Property, and using any applicable test(s) set forth in the Assessment Report (if any), then the District shall, subject to the provisions below, require the landowner(s) of the lands encompassed by the Proposed Plat and the remaining undeveloped lands to pay a “**True-Up Payment**” equal to the shortfall in Debt Assessments resulting from the reduction of planned units, plus any applicable interest and/or collection fees. In considering whether to require a True-Up Payment, the District shall consider any requests for a deferral of true-up. In order to obtain such a deferral, a landowner seeking such deferral must provide to the District the following: a) proof of the amount of entitlements remaining on the undeveloped lands within The District, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. The District’s decision whether to grant a deferral shall be in its reasonable discretion, and such decision may require that the Developer provide additional information including a revised Assessment Report. Prior to any decision by the District not to impose a True-Up Payment, a supplemental methodology shall be produced demonstrating that there will be sufficient 2021 Assessments to pay debt service on the 2021 Bonds and the District will conduct new proceedings under Chapter 170, *Florida Statutes*, upon the advice of District Counsel. Any True-Up Payment shall become due and payable in the tax year in which assessed prior to platting by the landowner of the lands subject to the Proposed Plat (and any other

lands that caused the True-Up Payment as reasonably determined by the District's Assessment Consultant), shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include applicable interest (as set forth in the supplemental indenture(s) for the 2021 Bonds.

All 2021 Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within the District, any unallocated 2021 Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

5. **ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Developer's obligation to pay the 2021 Assessments and to abide by the requirements of the reallocation of 2021 Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

6. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon Developer and its successors and assigns as to the Property or portions thereof, and any transferee of any portion of the Property as set forth in this Section. Developer shall not transfer any portion of the Property to any third party, without first satisfying any True-Up Payment that results from any true-up determinations made by the District. Regardless of whether the conditions of this subsection are met, any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred. As a point of clarification, and provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot conveyed to an end user with a home that has received a certificate of occupancy is automatically and forever released from the terms and conditions of this Agreement. Also provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot that is restricted from re-platting and is conveyed to a homebuilder is automatically and forever released from the terms and conditions of this Agreement, provided however that such platted lot is not in fact re-platted.

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

8. **AMENDMENTS.** Subject to Section 12, 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 the District and the Developer.

9. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have

complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

10. **NOTICE.** 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 telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand 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, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

11. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. 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 doubtful language will not be interpreted or construed against either the District or the Developer.

12. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the beneficial owners of a majority of the outstanding 2021 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be amended or assigned (except as set forth in Section 6) without the consent of the Trustee, acting at the direction of the beneficial owners of a majority of the outstanding 2021 Bonds, which consent shall not be unreasonably withheld.

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

14. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

15. **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.

16. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

**WHEREFORE**, the part(ies) below execute the *True-Up Agreement (2021 Bonds)* to be effective as of \_\_\_\_\_.

**WITNESS**

**STONEWATER COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, **Chairperson**, of **STONEWATER COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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



**WHEREFORE**, the part(ies) below execute the *True-Up Agreement (2021 Bonds)* to be effective as of \_\_\_\_\_.

**WITNESS**

**D.R. HORTON, INC.**

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of **D.R. HORTON, INC.**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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

**EXHIBIT A:** Legal Description

**EXHIBIT A**  
**LEGAL DESCRIPTION – STONEWATER CDD**

*A tract or parcel of land lying in Section 10, Township 44 South, Range 23 East, City of Cape Coral, Lee County, Florida, said tract or parcel of land being more particularly described as follows:*

*Commencing at Northeast Corner of said Section 10 run S00°00'02"W along the East line of said Section 10 for 1,370.94 feet; thence run N89°59'58"W for 50.00 feet to an intersection with the West line of the East 50 feet of said Section 10, being the West right of way line of Nelson Road, as described in a deed recorded in Official Records Book 791, at Page 464, Lee County Records, also being the Southeast corner of lands described in deed recorded in Instrument Number 2017000038486, Lee County Records and the POINT OF BEGINNING.*

*From said Point of Beginning run S00°00'02"W along said West right of way line for 1,321.42 feet to an intersection with the South line of the North Half (N 1/2) of said Section 10; thence run N89°56'37"W along said South line for 3,308.75 feet to an intersection with the Easterly line of lands described in deed recorded in Official Records Book 1763, at Page 3347, Lee County Records; thence run N00°02'12"E along said Easterly line for 2,567.46 feet to an intersection with the Southerly line of lands described in deed recorded in Instrument Number 2017000038486, Lee County Records; thence run along the Southerly and Easterly line of said lands the following two (2) courses: N89°39'59"E for 80.00 feet and N00°02'12"E for 80.00 feet to an intersection with the South line of the North 50 feet of said Section 10, also being the South right of way line of Tropicana Parkway, as described in a deed recorded in Official Records Book 1817, at Page 1072, Lee County Records; thence run along said South line right of way line the following two (2) courses: N89°39'59"E for 586.94 feet and S89°44'21"E for 45.08 feet to a point of cusp; thence run Southwesterly along an arc of a curve to the left of radius 20.00 feet (delta 90°16'37") (chord bearing S45°07'20"W) (chord 28.35 feet) for 31.51 feet to a point of tangency; thence run S00°00'58"E for 15.55 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 95.00 feet (delta 90°31'55") (chord bearing S45°14'59"W) (chord 134.97 feet) for 150.11 feet; thence run S00°10'27"W along a non-tangent line for 4.88 feet; thence run S89°49'33"E for 1,072.58 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 90.00 feet (delta 131°25'30") (chord bearing S24°06'48"E) (chord 164.07 feet) for 206.44 feet to a point of tangency; thence run S41°35'57"W for 69.72 feet; thence run S48°37'12"E for 121.52 feet to a point on a non-tangent curve; thence run Northerly along an arc of a curve to the left of radius 80.00 feet (delta 52°34'05") (chord bearing N05°38'01"E) (chord 70.85 feet) for 73.40 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 65.00 feet (delta 140°54'02") (chord bearing N49°47'59"E) (chord 122.51 feet) for 159.85 feet to a point of tangency; thence run S59°45'00"E for 183.91 feet to a point on a non-tangent curve; thence run Northerly along an arc of a curve to the left of radius 980.00 feet (delta 11°25'02") (chord bearing N19°41'03"E) (chord 194.96 feet) for 195.28 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 60.00 feet (delta 76°22'58") (chord bearing N52°10'01"E) (chord 74.19 feet) for 79.99 feet to a point of tangency; thence run S89°38'30"E for 870.76 feet; thence run S54°06'35"E for 35.85 feet; thence run S00°19'29"E for 1,071.60 feet to an intersection with the Northerly line of said lands described in deed recorded in Instrument Number 2017000038486, Lee County Records; thence run along the Northerly, Westerly and Southerly line of said lands the following three (3) courses: N89°59'58"W for 19.88 feet; S00°00'02"W for 100.00 feet and S89°59'58"E for 256.86 feet to the POINT OF BEGINNING.*

*Containing 184.82 acres, more or less.*

**STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**3CIII**

This instrument was prepared by:

KE Law Group, PLLC  
PO Box 6386  
Tallahassee, Florida 32314

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**COLLATERAL ASSIGNMENT AGREEMENT  
(2021 BONDS)**

**THIS COLLATERAL ASSIGNMENT AGREEMENT (2021 BONDS)** (“**Agreement**”) is made and entered into, by and between:

**Stonewater Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Cape Coral, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**D.R Horton, Inc.**, the primary developer of lands within the boundary of the District, and whose address is 10541 Ben C. Pratt Six Mile Cypress Parkway, Fort Myers, Florida 33966 (together with its permitted successors and assigns, “**Developer**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance adopted by the City Council of the City of Cape Coral, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roads, sewer & wastewater management, water supply, water management and control, electric undergrounding, recreational facilities, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the District proposes to issue its \$7,020,000 Special Assessment Revenue Bonds, Series 2021 (“**2021 Bonds**”) to finance certain public infrastructure, as defined in that certain *Master Engineer’s Report*, dated February 25, 2021, as revised March 1, 2021 (“**Engineer’s Report**”); and

**WHEREAS**, the security for the repayment of the 2021 Bonds is the special assessments (“**2021 Assessments**”) levied against benefitted lands within the District (“**Property**”), the legal description of which is attached hereto as **Exhibit A**; and

**WHEREAS**, after platting is completed, the 2021 Assessments will be secured by the first 327 residential units (as used herein with respect to the planned units and/or the undeveloped lands within the Property that may be developed into the planned units, “**Lots**”) within the Property; and

**WHEREAS, “Development Completion”** will occur when the District’s Project is complete, all Lots have been developed, and all other infrastructure work necessary to support the Lots has been completed; and

**WHEREAS,** prior to Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the 2021 Assessments securing the 2021 Bonds; and

**WHEREAS,** in the event of a default in the payment of the 2021 Assessments, the District has certain remedies – namely, if the 2021 Assessments are direct billed, the remedy available to the District would be an action in foreclosure, or if the 2021 Assessments are collected pursuant to Florida’s uniform method of collection, the remedy for non-payment of the 2021 Assessments is the sale of tax-certificates (collectively, “**Remedial Rights**”); and

**WHEREAS,** in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights (defined below) to complete development of the community; and

**WHEREAS,** the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Property.

**NOW, THEREFORE,** in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Developer and the District agree as follows:

1. **COLLATERAL ASSIGNMENT.**

**Development Rights.** The Developer hereby collaterally assigns to the District, to the extent assignable and to the extent that they are owned or controlled by the Developer at execution of this Agreement or subsequently acquired by the Developer, all of the Developer’s development rights relating to development of the Property and/or the Project (herein, collectively, “**Development Rights**”), as security for the Developer’s payment and performance and discharge of its obligation to pay the Assessments levied against the Property owned by the Developer from time to time. The Development Rights shall include the items listed in subsections (a) through (i) below as they pertain to development of the Property and/or the Project:

- (a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements.
- (b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements.
- (c) Preliminary and final site plans.
- (d) Architectural plans and specifications for public buildings and other public improvements.

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within the Property and construction of improvements thereon, or off-site to the extent such off-site improvements are necessary or required for Development Completion.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the development within the Property or the construction of improvements thereon.

(g) All declarant's rights under any homeowner's association or other similar governing entity with respect to the Property.

(h) All impact fee credits.

(i) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

**Exclusions.** Notwithstanding the foregoing, the Development Rights shall not include any rights which relate solely to: (i) Lots conveyed to homebuilders or end-users, (ii) any property which has been conveyed, or is in the future conveyed, to the City of Cape Coral, Florida, the District, any homebuilder not affiliated with the Developer, any utility provider, any governmental or quasi-governmental entity, any applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any (items (i) and (ii) referred to herein as "**Permitted Transfer**"), or (iii) lands and/or improvements not part of the District's Project.

**Rights Inchoate.** The assignment and assumption of rights under this Agreement shall be inchoate and shall only become an effective and absolute assignment and assumption of the Development Rights, upon failure of the Developer to pay the 2021 Assessments levied against the Property; provided, however, that such assignment shall only be effective and absolute to the extent that: (i) this Agreement has not been terminated earlier pursuant to the term of this Agreement, (ii) a Permitted Transfer has not already occurred with respect to the Development Rights, or (iii) a Lot is conveyed to a homebuilder or end-user, in which event such Lot shall be released automatically here from.

**Rights Severable.** To the extent that any Development Rights apply to the Property, the Developer shall at the request of the District cooperate and take reasonable steps to separate such rights for the District's use.

2. **WARRANTIES BY DEVELOPER.** The Developer represents and warrants to the District that:

(a) Other than Permitted Transfers, the Developer has made no assignment of the Development Rights to any person other than District.

(b) The Developer is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Agreement.

(c) No action has been brought or threatened which would in any way interfere with the right of the Developer to execute this Agreement and perform all of the Developer's obligations herein contained.

(d) Any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of the Developer to the Agreement, except to the extent of a Permitted Transfer.

3. **COVENANTS.** The Developer covenants with District that during the Term (as defined herein):

(a) The Developer will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of the Developer relating to the Development Rights and (ii) give notice to the District of any claim of default relating to the Development Rights given to or by the Developer, together with a complete copy of any such claim.

(b) The Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Assessments; to take any action to modify, waive, release or terminate the Development Rights in a manner that would materially impair or impede Development Completion; or otherwise take any action that would materially impair or impede Development Completion.

4. **EVENTS OF DEFAULT.** Any breach of the Developer's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof shall, after the giving of written notice and an opportunity to cure (which cure period shall be not more than thirty (30) days), constitute an "**Event of Default**" under this Agreement. An Event of Default shall also include the transfer of title to Lots owned by Developer pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of District (or its designee) or a deed in lieu of foreclosure to District (or its designee), or the acquisition of title to such Lots through the sale of tax certificates.

5. **REMEDIES UPON DEFAULT.** Upon an Event of Default, the District may, as the District's sole and exclusive remedies, take any or all of the following actions, at the District's option:

(a) Perform any and all obligations of the Developer relating to the Development Rights and exercise any and all rights of the Developer therein as fully as the Developer could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights.

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Property or any portion thereof from the District or at a District foreclosure sale.

6. **AUTHORIZATION IN EVENT OF DEFAULT.** In the Event of Default, the Developer does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Developer.

7. **SECURITY AGREEMENT.** This Agreement shall be a security agreement between the Developer, as the debtor, and the District, as the secured party, covering the Development Rights that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and the Developer grants to the District a security interest in such Development Rights. In addition to the District's other rights hereunder, and upon an Event of Default, the District shall have the right to file any and all

financing statements that may be required by the District to establish and maintain the validity and priority of the District's security interest rights of a secured party under the Code.

8. **TERM; TERMINATION.** Absent this Agreement becoming effective and absolute, this Agreement shall automatically terminate upon the earliest to occur of the following: (i) payment of the Bonds in full; (ii) Development Completion; and (iii) upon occurrence of a Permitted Transfer, but only to the extent that such Development Rights are with respect to lands that are the subject of the Permitted Transfer (herein, the "**Term**").

9. **AMENDMENT.** This Agreement may be modified in writing only by the mutual agreement of all parties hereto, and only after satisfaction of the conditions set forth in Section 15.

10. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon the Developer and its successors and assigns as to the Property or portions thereof. Any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred, provided however that this Agreement shall not apply to any portion of the Property that is the subject of a Permitted Transfer.

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

12. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

13. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth 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 Developer may deliver Notice on behalf of the District and the Developer, respectively. 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.

14. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. 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 doubtful language will not be interpreted or construed against either the District or the Developer.



15. **THIRD PARTY BENEFICIARIES.** Except as set forth in the following, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the 2021 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the 2021 Bonds, which consent shall not be unreasonably withheld.

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

17. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

18. **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.

19. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

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

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

**WHEREFORE**, the part(ies) below execute the *Collateral Assignment Agreement (2021 Bonds)*, to be effective as of \_\_\_\_\_.

**WITNESS**

**STONEWATER COMMUNITY DEVELOPMENT DISTRICT**

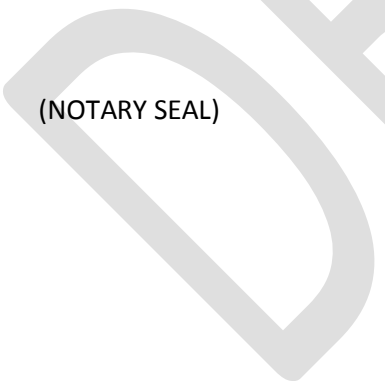
By: \_\_\_\_\_  
Name: \_\_\_\_\_

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, **Chairperson**, of **STONEWATER 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)

**WHEREFORE**, the part(ies) below execute the *Collateral Assignment Agreement (2021 Bonds)*, to be effective as of \_\_\_\_\_.

**WITNESS**

**D.R. HORTON, INC.**

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of **D.R. HORTON, INC.**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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

**EXHIBIT A:** Legal Description for the Property

**EXHIBIT A**  
**LEGAL DESCRIPTION – STONEWATER CDD**

*A tract or parcel of land lying in Section 10, Township 44 South, Range 23 East, City of Cape Coral, Lee County, Florida, said tract or parcel of land being more particularly described as follows:*

*Commencing at Northeast Corner of said Section 10 run S00°00'02"W along the East line of said Section 10 for 1,370.94 feet; thence run N89°59'58"W for 50.00 feet to an intersection with the West line of the East 50 feet of said Section 10, being the West right of way line of Nelson Road, as described in a deed recorded in Official Records Book 791, at Page 464, Lee County Records, also being the Southeast corner of lands described in deed recorded in Instrument Number 2017000038486, Lee County Records and the POINT OF BEGINNING.*

*From said Point of Beginning run S00°00'02"W along said West right of way line for 1,321.42 feet to an intersection with the South line of the North Half (N 1/2) of said Section 10; thence run N89°56'37"W along said South line for 3,308.75 feet to an intersection with the Easterly line of lands described in deed recorded in Official Records Book 1763, at Page 3347, Lee County Records; thence run N00°02'12"E along said Easterly line for 2,567.46 feet to an intersection with the Southerly line of lands described in deed recorded in Instrument Number 2017000038486, Lee County Records; thence run along the Southerly and Easterly line of said lands the following two (2) courses: N89°39'59"E for 80.00 feet and N00°02'12"E for 80.00 feet to an intersection with the South line of the North 50 feet of said Section 10, also being the South right of way line of Tropicana Parkway, as described in a deed recorded in Official Records Book 1817, at Page 1072, Lee County Records; thence run along said South line right of way line the following two (2) courses: N89°39'59"E for 586.94 feet and S89°44'21"E for 45.08 feet to a point of cusp; thence run Southwesterly along an arc of a curve to the left of radius 20.00 feet (delta 90°16'37") (chord bearing S45°07'20"W) (chord 28.35 feet) for 31.51 feet to a point of tangency; thence run S00°00'58"E for 15.55 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 95.00 feet (delta 90°31'55") (chord bearing S45°14'59"W) (chord 134.97 feet) for 150.11 feet; thence run S00°10'27"W along a non-tangent line for 4.88 feet; thence run S89°49'33"E for 1,072.58 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 90.00 feet (delta 131°25'30") (chord bearing S24°06'48"E) (chord 164.07 feet) for 206.44 feet to a point of tangency; thence run S41°35'57"W for 69.72 feet; thence run S48°37'12"E for 121.52 feet to a point on a non-tangent curve; thence run Northerly along an arc of a curve to the left of radius 80.00 feet (delta 52°34'05") (chord bearing N05°38'01"E) (chord 70.85 feet) for 73.40 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 65.00 feet (delta 140°54'02") (chord bearing N49°47'59"E) (chord 122.51 feet) for 159.85 feet to a point of tangency; thence run S59°45'00"E for 183.91 feet to a point on a non-tangent curve; thence run Northerly along an arc of a curve to the left of radius 980.00 feet (delta 11°25'02") (chord bearing N19°41'03"E) (chord 194.96 feet) for 195.28 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 60.00 feet (delta 76°22'58") (chord bearing N52°10'01"E) (chord 74.19 feet) for 79.99 feet to a point of tangency; thence run S89°38'30"E for 870.76 feet; thence run S54°06'35"E for 35.85 feet; thence run S00°19'29"E for 1,071.60 feet to an intersection with the Northerly line of said lands described in deed recorded in Instrument Number 2017000038486, Lee County Records; thence run along the Northerly, Westerly and Southerly line of said lands the following three (3) courses: N89°59'58"W for 19.88 feet; S00°00'02"W for 100.00 feet and S89°59'58"E for 256.86 feet to the POINT OF BEGINNING.*

*Containing 184.82 acres, more or less.*



**STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**3 CIV**

This instrument was prepared by:

KE Law Group, PLLC  
PO Box 6386  
Tallahassee, Florida 32314

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## DISCLOSURE OF PUBLIC FINANCE (2021 BONDS)

The Stonewater Community Development District (“**District**”) is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts.

### WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance No. 79-20, which was enacted by the City Council for the City of Cape Coral, Florida on December 14, 2020. The District currently encompasses approximately 185 acres of land located entirely within the City of Cape Coral, Florida (“**City**”). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction. The District is governed by a five-member Board of Supervisors (“**Board**”), the members of which must be residents of the State and citizens of the United States.

For more information about the District, please visit: <https://Stonewatercdd.net/>, or contact the District Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431, phone (561)571-0010 (“**District Office**”).

### DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, stormwater management, utilities (water and sewer), hardscaping/landscaping/lighting, and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District. To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects.

#### **2021 Project, Bonds & Assessments**

On April 1, 2021, the District adopted Resolution 2021-32 and authorized the construction and/or acquisition of the District’s capital improvement plan (“**2021 Project**”). The 2021 Project includes, among other things, drainage and surface water management infrastructure, water and sewer utilities, perimeter landscape/hardscape/irrigation improvements, land, and soft costs, among other things. The 2021 Project is estimated to cost approximately \$7,020,000 million, is anticipated to serve

the planned 327 residential units within the District, and is described in more detail in the *Master Engineer's Report*, dated February 25, 2021, as revised March 1, 2021 ("**Engineer's Report**").

In order to finance a portion of the 2021 Project, and on November 2, 2021, the District issued its \$7,020,000 Special Assessment Revenue Bonds, Series 2021 ("**Bonds**"). To secure the repayment of such Bonds, the District has levied and imposed one or more non-ad valorem debt service special assessment liens ("**Assessments**") on certain benefitted lands within the District. The Assessments are further described in the *Master Special Assessment Methodology Report*, dated February 25, 2021, as supplemented by the *Supplemental Special Assessment Methodology Report*, dated October 7, 2021 (together, "**Assessment Report**").

### ***Operation and Maintenance Assessments***

In addition to debt service assessments, the District may also impose on an annual basis operations and maintenance assessments ("**O&M Assessments**"), which are determined and calculated annually by the Board in order to fund the District's annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District, and may vary from year to year based on the amount of the District's budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

### ***Collection Methods***

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the local Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

A detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*, or by contacting the District Office. Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

**IN WITNESS WHEREOF**, the foregoing *Disclosure of Public Finance (2021 Bonds)* has been executed to be effective as of \_\_\_\_\_.

**WITNESS**

**STONEWATER COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of **Stonewater Community Development District**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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

**EXHIBIT A:**     Legal Description of the District



**EXHIBIT A**

**STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**3CV**

This instrument was prepared by:

KE Law Group, PLLC  
PO Box 6386  
Tallahassee, Florida 32314

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**DECLARATION OF CONSENT  
(2021 BONDS)**

**D.R. Horton, Inc.**, a Delaware corporation, together with its successors and assigns (together, "**Landowner**"), represents that it is the owner of 100% of the developable land described in **Exhibit A** attached hereto and made a part hereof ("**Property**"), and further declares, acknowledges and agrees as follows:

1. The Stonewater Community Development District ("**District**") is, and has been at all times, on and December 14, 2020, a legally-created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended ("**Act**"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the City of Cape Coral, Florida ("**County**"), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) City Ordinance 79-20, effective as of December 14, 2020, was duly and properly adopted by the City in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from December 14, 2020, to and including the date of this Declaration.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2021-25, 2021-32, and 2022-01 (collectively, "**Assessment Resolutions**") that levied and imposed debt service special assessment liens on the Property (together, "**Assessments**"). Such Assessments are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other state liens, titles and claims, until paid.

3. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of its \$7,020,000 Special Assessment Revenue Bonds, Series 2021, or securing payment thereof ("**Financing Documents**"), are, to the extent of the Landowner's obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessments and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the Assessment Resolutions, the Assessments, the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy,

notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay Assessments in full at any time, but with interest, under the circumstances set forth in the resolutions of the District levying such Assessments.

5. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Assessments is available from the District's Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431.

**THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR DECLARATION OF CONSENT]

To be effective as of \_\_\_\_\_.

**WITNESS**

**D.R. HORTON, INC.**

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of **D.R. HORTON, INC.**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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

**EXHIBIT A:** Legal Description of Property

**EXHIBIT A**

Legal Description of the Property

**STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**3C VI**

This instrument was prepared by:

KE Law Group, PLLC  
PO Box 6386  
Tallahassee, Florida 32314

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**NOTICE OF SPECIAL ASSESSMENTS / GOVERNMENTAL LIEN OF RECORD  
(2021 BONDS)**

**PLEASE TAKE NOTICE** that the Board of Supervisors of the Stonewater Community Development District (“**District**”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, previously adopted Resolution Nos. 2021-25, 2021-32, and 2022-01 (together, “**Assessment Resolutions**”). Pursuant to the Assessment Resolutions, the District has levied and imposed one or more non-ad valorem, debt service special assessment lien(s) (“**Assessments**”) on the property described in **Exhibit B (“Property”)**, and to secure the repayment of debt service on the District’s \$7,020,000 Special Assessment Revenue Bonds, Series 2021 (“**Bonds**”). The Bonds are intended to finance a portion of the District’s “**2021 Project**,” which is defined in the Assessment Resolutions and described in the *Master Engineer’s Report*, dated February 25, 2021, as revised March 1, 2021 (“**Engineer’s Report**”). The Assessments are further defined in the *Supplemental Special Assessment Methodology Report*, dated October 7, 2021 (“**Assessment Report**”). A copy of the Engineer’s Report, Assessment Report and the Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*, or by contacting the District’s Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431, Phone: 561-571-0010.

The Assessments were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Please note that, as part of the Assessments, the Assessment Resolutions require that certain “True-Up Payments” be made in certain circumstances, and landowners should familiarize themselves with those requirements, as they constitute a requirement under the Assessment liens.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. This notice shall remain effective even if the District undergoes merger, boundary amendment, or name change. Further, this notice shall constitute a lien of record under Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others.

Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE STONEWATER COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL**



**GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

**IN WITNESS WHEREOF**, this Notice has been executed to be effective as of \_\_\_\_\_, 2021, and recorded in the Public Records of Lee County, Florida.

**WITNESS**

**STONEWATER COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as **Chairperson** of **Stonewater Community Development District**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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

**EXHIBIT A**

DRAFT

# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**4A**

**STONEWATER COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021  
(2021 PROJECT)  
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the Stonewater Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of November 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **1**
- (B) Identify Acquisition Agreement, if applicable: ***Acquisition Agreement, dated February 25, 2021***
- (C) Name of Payee: ***D.R. Horton, Inc.***
- (D) Amount Payable: \$ \_\_\_\_\_
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): ***Acquisition of Stonewater Work Product & Improvements, as further identified in Exhibit A attached hereto.***
- (F) Account from which disbursement to be made: ***2021 Acquisition and Construction Account***

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2021 Project;
4. each disbursement represents a Cost of the 2021 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Responsible Officer

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

The undersigned District Engineer hereby certifies that: (i) this disbursement is for the Cost of the 2021 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) the portion of the 2021 Project improvements being acquired from the proceeds of the Series 2021 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the 2021 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the 2021 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the 2021 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

\_\_\_\_\_  
District Engineer

\_\_\_\_\_, 2021

Stonewater Community Development District  
c/o Craig Wrathell, District Manager  
Wrathell Hunt & Associations, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Stonewater Work Product and Improvements

Dear Craig,

Pursuant to the *Acquisition Agreement*, effective February 25, 2021 ("**Acquisition Agreement**"), by and between the Stonewater Community Development District ("**District**") and D.R. Horton, Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Work Product**" and "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from future bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements and/or Work Product. Developer acknowledges any balance to finish and/or retainage shall be requisitioned by the District for payment to the Developer only upon notice from the District Engineer that such amounts have been paid for by Developer to the contractor.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:  
**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT**

Sincerely,  
**D.R. HORTON, INC.**

\_\_\_\_\_  
\_\_\_\_\_, Board of Supervisors

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

## EXHIBIT A

### Description of Improvements

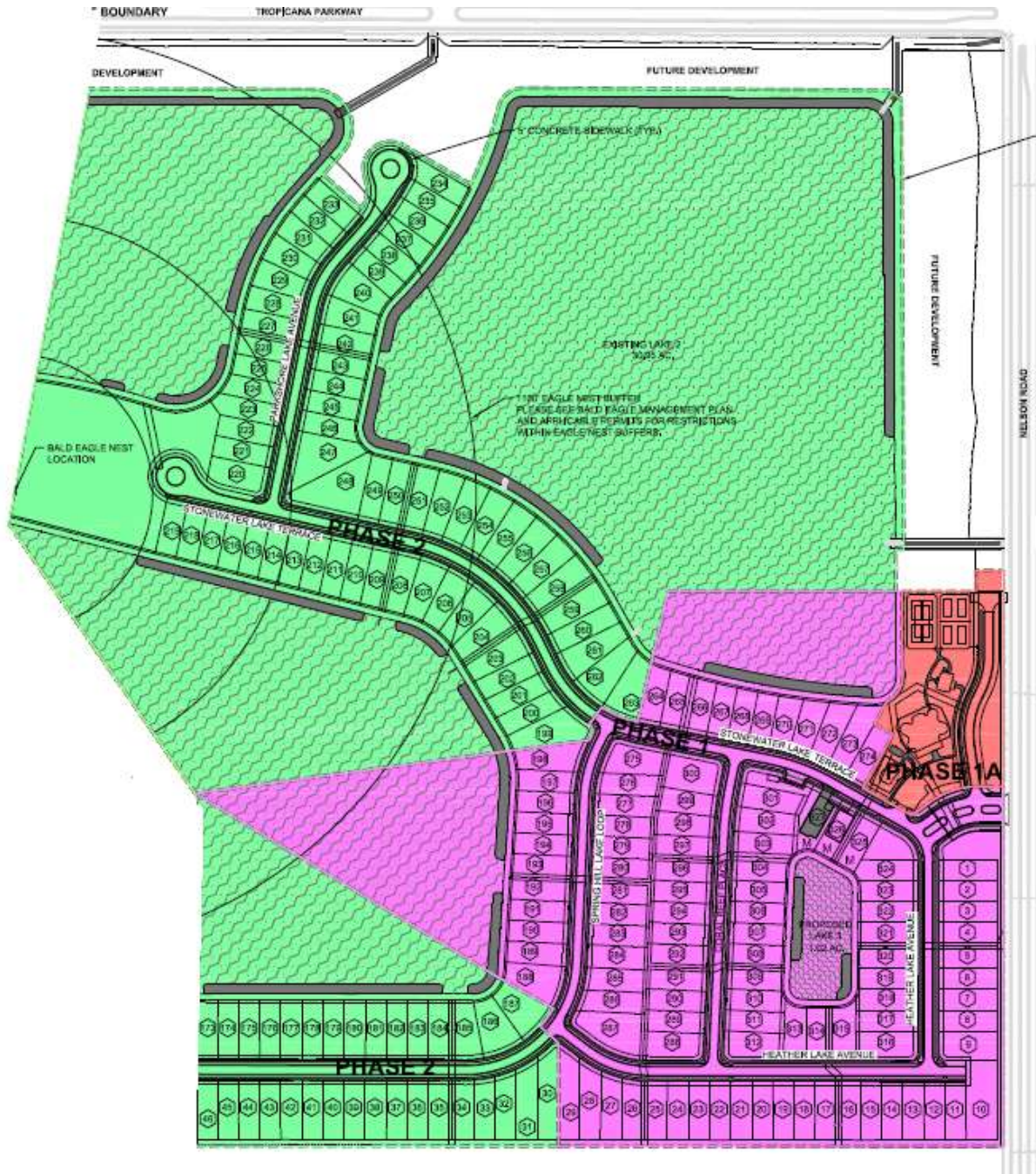
**Utilities** - All wastewater and potable water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals, lift stations, manholes, equipment, and appurtenances thereto, as located within those certain portions of the rights-of-way designated as Tracts R-1, Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida, as identified below, and as located within those certain portions of the rights-of-way designated as Tracts R-3, Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida, as identified below.

**Stormwater Improvements** - All pond/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities, all located within those certain portions of the real property described as Tracts L-1 and L-3 (Lakes), Primary Drainage Easements, Lake Access Easements and Lake Maintenance Easements, Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida, as identified below, and Tracts L-2 and L-5 (Lakes), Primary Drainage Easements, Lake Access Easements and Lake Maintenance Easements, Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida, as identified below..

**Irrigation** – All irrigation (e.g., wells, pumps, lines, spray heads, and related improvements) improvements, all located on portions of the real property described as Tracts O-7 and O-8 (Open Spaces), Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida, as identified below.

**Work Product** – All of the right, title, interest, and benefit the developer, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

[CONTINUED ON FOLLOWING PAGE]



[CONTINUED ON FOLLOWING PAGE]



## COST OF IMPROVEMENTS

Item	Description	Current Contract Amount	Percent Complete to Date	Current Amount Complete to Date	Percent CDD Fundable	Total CDD Fundable to Date
<b>I.</b>	<b>PHASE 1 EARTHWORK</b>					
	Clearing and Grubbing (Double Disk)	\$44,799.00	92%	\$44,799.00	0%	\$0.00
	Silt Fence (Single Row)	\$11,561.20	66%	\$7,658.00	100%	\$7,658.00
	General Excavation (Lake Bank, Haul, Spread, Compact in-place, and Rough Grading)	\$124,800.00	0%	\$62,400.00	100%	\$62,400.00
	Road Excavation (Roadway Cut, Haul, Spread, Compact in-place, and Rough Grading)	\$4,500.00	0%	\$4,500.00	0%	\$0.00
	Lake Excavation (Proposed Lake, Haul, Spread, Compact in-place, and Rough Grading)	\$0.00	0%	\$0.00	100%	\$0.00
	Finish Grading	\$40,200.00	0%	\$8,040.00	0%	\$0.00
	Lake Bank Improvements along "Future Development"	\$27,500.00	0%	\$13,750.00	100%	\$13,750.00
	Construction Entrance	\$0.00	0%	\$0.00	80%	\$0.00
	Density Testing	\$0.00	0%	\$0.00	0%	\$0.00
	<b>PHASE 1 EARTHWORK SUBTOTAL</b>	<b>\$253,360.20</b>		<b>\$141,147.00</b>		<b>\$83,808.00</b>
<b>II.</b>	<b>PHASE 1 PAVING AND SIGNAGE</b>					
	12" Stabilized Subgrade (LBR 40)	\$36,777.00	0%	\$0.00	0%	\$0.00
	Limerock Base w/Prime Coat (6")	\$127,611.60	0%	\$0.00	0%	\$0.00
	3/4" Type SIII Asphalt (First Lift)	\$54,514.78	0%	\$0.00	0%	\$0.00
	3/4" Type SIII Asphalt (Second Lift)	\$59,440.14	0%	\$0.00	0%	\$0.00
	2' Concrete Valley Gutter	\$65,266.25	0%	\$0.00	0%	\$0.00
	Type "F" Curb	\$14,123.03	0%	\$0.00	0%	\$0.00
	Type "A" Curb	\$6,138.13	0%	\$0.00	0%	\$0.00
	Concrete Sidewalk (Common Area Outside of Lots)	\$23,420.34	0%	\$0.00	0%	\$0.00
	ADA Handicap Ramps	\$3,564.00	0%	\$0.00	0%	\$0.00
	Sodding (Roadway)	\$43,411.20	0%	\$0.00	0%	\$0.00
	Signage	\$6,135.00	0%	\$0.00	0%	\$0.00
	Pavement Markings	\$1,585.00	0%	\$0.00	0%	\$0.00
	<b>PHASE 1 PAVING AND SIGNAGE SUBTOTAL</b>	<b>\$441,986.47</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>III.</b>	<b>PHASE 1 STORM DRAINAGE</b>					
	18" RCP	\$35,633.79	20%	\$7,012.80	100%	\$7,012.80
	24" RCP	\$32,876.82	3%	\$11,613.78	100%	\$11,613.78

## COST OF IMPROVEMENTS

Item	Description	Current Contract Amount	Percent Complete to Date	Current Amount Complete to Date	Percent CDD Fundable	Total CDD Fundable to Date
	30" RCP	\$106,800.50	16%	\$96,027.58	100%	\$96,027.58
	8" ADS	\$7,130.85	0%	\$0.00	0%	\$0.00
	12" ADS	\$58,450.80	0%	\$0.00	0%	\$0.00
	15" ADS	\$3,122.46	0%	\$0.00	0%	\$0.00
	18" ADS	\$6,938.52	0%	\$0.00	0%	\$0.00
	ADS Rear Yard Inlets	\$43,400.00	0%	\$0.00	0%	\$0.00
	18" Endwall	\$8,460.00	0%	\$0.00	100%	\$0.00
	24" Endwall	\$2,270.00	0%	\$0.00	100%	\$0.00
	30" Endwall	\$15,810.00	17%	\$15,810.00	100%	\$15,810.00
	36" Endwall	\$0.00	0%	\$0.00	100%	\$0.00
	Valley Gutter Inlet	\$63,600.00	13%	\$21,200.00	100%	\$21,200.00
	4' Junction Box	\$0.00	0%	\$0.00	100%	\$0.00
	Type 'C' Inlet	\$17,928.00	17%	\$5,976.00	100%	\$5,976.00
	Type '9' Inlet	\$8,364.00	0%	\$0.00	100%	\$0.00
	Control Structure Modification	\$5,110.00	0%	\$0.00	100%	\$0.00
	<b>SUBTOTAL PHASE 1 STORM DRAINAGE</b>	<b>\$415,895.74</b>		<b>\$157,640.16</b>		<b>\$157,640.16</b>
<b>IV.</b>	<b>PHASE 1 POTABLE WATER</b>					
	8" D.I.P. Watermain	\$6,590.03	0%	\$0.00	100%	\$0.00
	8" DR-18 PVC Watermain	\$134,571.00	0%	\$0.00	100%	\$0.00
	8" Gate Valve	\$10,359.00	0%	\$0.00	100%	\$0.00
	4" DR-18 PVC (Fire Line)	\$0.00	0%	\$0.00	100%	\$0.00
	4" Gate Valve	\$0.00	0%	\$0.00	100%	\$0.00
	2" Water Service with Back Flow Preventer	\$0.00	0%	\$0.00	100%	\$0.00
	Fire Hydrant Assembly	\$31,263.75	0%	\$0.00	100%	\$0.00
	Single Water Service	12000	0%	\$0.00	100%	\$0.00
	Double Water Service	53200	0%	\$0.00	100%	\$0.00
	Connect to Existong 10' Water Main	0	0%	\$0.00	100%	\$0.00
	<b>SUBTOTAL PHASE 1 POTABLE WATER</b>	<b>\$247,983.78</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>V.</b>	<b>PHASE 1 SANITARY SEWER</b>					
	8" SDR 26 Sanitary Sewer (depths averaged)	\$340,704.00	0%	\$0.00	100%	\$0.00
	4' Sanitary Manhole (depths averaged)	\$177,120.00	0%	\$0.00	100%	\$0.00
	6" Sewer Service (single)	\$14,450.00	0%	\$0.00	100%	\$0.00

## COST OF IMPROVEMENTS

Item	Description	Current Contract Amount	Percent Complete to Date	Current Amount Complete to Date	Percent CDD Fundable	Total CDD Fundable to Date
	6" Sewer Service (double)	\$49,500.00	0%	\$0.00	100%	\$0.00
	Connect to Existing Manhole	\$6,500.00	0%	\$0.00	100%	\$0.00
	<b>SUBTOTAL PHASE 1 SANITARY SEWER</b>	<b>\$588,274.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>VI.</b>	<b>PHASE 1 IRRIGATION SYSTEM</b>					
	4" Gate Valve	\$2,290.00	0%	\$0.00	100%	\$0.00
	4" DR-18 Irrigation Main	\$10,200.00	0%	\$0.00	100%	\$0.00
	4" D.I.P. Irrigation Main	\$0.00	0%	\$0.00	100%	\$0.00
	6" DR-18 Irrigation Main	\$0.00	0%	\$0.00	100%	\$0.00
	6" D.I.P. Irrigation Main	\$0.00	0%	\$0.00	100%	\$0.00
	6" Gate Valve	\$0.00	0%	\$0.00	100%	\$0.00
	8" DR-18 PVC Irrigation Main	\$107,884.00	0%	\$0.00	100%	\$0.00
	8" D.I.P. Irrigation Main	\$5,466.00	0%	\$0.00	100%	\$0.00
	8" Gate Valve	\$3,450.00	0%	\$0.00	100%	\$0.00
	6" Blowoff Assembly	\$0.00	0%	\$0.00	100%	\$0.00
	4" Blowoff Assembly	\$5,750.00	0%	\$0.00	100%	\$0.00
	Air Release Valve	\$14,280.00	0%	\$0.00	100%	\$0.00
	Single Irrigation Service	\$12,000.00	0%	\$0.00	100%	\$0.00
	Double Irrigation Service	\$59,640.00	0%	\$0.00	100%	\$0.00
	Connect to Existing 8" Irrigation Main	\$4,325.00	0%	\$0.00	100%	\$0.00
	<b>SUBTOTAL PHASE 1 IRRIGATION SYSTEM</b>	<b>\$225,285.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
	<b>PHASE 1 CONSTRUCTION COSTS TOTAL</b>	<b>\$2,172,785.19</b>		<b>\$298,787.16</b>		<b>\$241,448.16</b>
<b>I.</b>	<b>PHASE 2 EARTHWORK</b>					
	Clearing and Grubbing (Double Disk)	\$72,884.00	100%	\$72,884.00	0%	\$0.00
	Silt Fence (Single Row)	\$14,214.20	53%	\$7,484.40	100%	\$7,484.40
	General Excavation (Lake Bank, Haul, Spread, Compact in-place, and Rough Grading)	\$152,000.00	80%	\$121,600.00	100%	\$121,600.00
	Road Excavation (Roadway Cut, Haul, Spread, Compact in-place, and Rough Grading)	\$7,500.00	100%	\$7,500.00	0%	\$0.00
	Lake Excavation (Proposed Lake, Haul, Spread, Compact in-place and Rough Grading)	\$75,000.00	100%	\$75,000.00	100%	\$75,000.00
	Finish Grading	\$40,200.00	50%	\$32,160.00	0%	\$0.00

## COST OF IMPROVEMENTS

Item	Description	Current Contract Amount	Percent Complete to Date	Current Amount Complete to Date	Percent CDD Fundable	Total CDD Fundable to Date
	Lake Bank Improvements along "Future Development"	\$82,500.00	0%	\$41,250.00	100%	\$41,250.00
	Construction Entrance	\$9,500.00	100%	\$9,500.00	0%	\$0.00
	Density Testing	\$0.00	0%	\$0.00	0%	\$0.00
	<b>SUBTOTAL PHASE 2 EARTHWORK</b>	<b>\$453,798.20</b>		<b>\$367,378.40</b>		<b>\$245,334.40</b>
<b>II.</b>	<b>PHASE 2 PAVING AND SIGNAGE</b>					
	12" Stabilized Subgrade (LBR 40)	\$64,707.00	50%	\$64,707.00	0%	\$0.00
	Limerock Base w/Prime Coat (6")	\$225,891.00	50%	\$169,426.80	0%	\$0.00
	3/4" Type SIII Asphalt (First Lift)	\$96,499.05	50%	\$72,377.94	0%	\$0.00
	3/4" Type SIII Asphalt (Second Lift)	\$105,217.65	0%	\$0.00	0%	\$0.00
	2' Concrete Valley Gutter	\$126,315.00	100%	\$126,315.00	0%	\$0.00
	Type "F" Curb	\$5,017.25	100%	\$5,017.25	0%	\$0.00
	Type "A" Curb	\$6,778.63	100%	\$6,778.63	0%	\$0.00
	Concrete Sidewalk (Common Area Outside of Lots)	\$37,830.24	54%	\$20,412.00	0%	\$0.00
	ADA Handicap Ramps	\$14,701.50	0%	\$0.00	0%	\$0.00
	Sodding (Roadway)	\$44,635.50	7%	\$14,933.10	0%	\$0.00
	Signage	\$15,150.00	0%	\$0.00	0%	\$0.00
	Pavement Markings	\$5,340.00	0%	\$0.00	0%	\$0.00
	<b>SUBTOTAL PHASE 2 PAVING AND SIGNAGE</b>	<b>\$748,082.82</b>		<b>\$479,967.72</b>		<b>\$0.00</b>
<b>III.</b>	<b>PHASE 2 STORM DRAINAGE</b>					
	18" RCP	\$105,192.00	67%	\$70,478.64	100%	\$70,478.64
	24" RCP	\$125,671.50	100%	\$125,671.50	100%	\$125,671.50
	30" RCP	\$140,233.70	100%	\$140,233.70	100%	\$140,233.70
	8" ADS	\$17,055.05	100%	\$17,055.05	0%	\$0.00
	12" ADS	\$39,628.77	100%	\$39,628.77	0%	\$0.00
	15" ADS	\$3,185.54	100%	\$3,185.54	0%	\$0.00
	18" ADS	\$0.00	0%	\$0.00	0%	\$0.00
	ADS Rear Yard Inlets	\$37,200.00	100%	\$37,200.00	0%	\$0.00
	18" Endwall	\$8,460.00	75%	\$6,345.00	100%	\$6,345.00
	24" Endwall	\$18,160.00	100%	\$18,160.00	100%	\$18,160.00
	30" Endwall	\$13,175.00	80%	\$10,540.00	100%	\$10,540.00
	36" Endwall	\$0.00	0%	\$0.00	100%	\$0.00

## COST OF IMPROVEMENTS

Item	Description	Current Contract Amount	Percent Complete to Date	Current Amount Complete to Date	Percent CDD Fundable	Total CDD Fundable to Date
	Valley Gutter Inlet	\$106,000.00	100%	\$106,000.00	100%	\$106,000.00
	4' Junction Box	\$3,494.00	100%	\$3,494.00	100%	\$3,494.00
	Type 'C' Inlet	\$26,892.00	100%	\$26,892.00	100%	\$26,892.00
	Type '9' Inlet	\$8,364.00	100%	\$8,364.00	100%	\$8,364.00
	Control Structure Modification	\$5,110.00	0%	\$0.00	100%	\$0.00
	<b>SUBTOTAL PHASE 2 STORM DRAINAGE</b>	<b>\$657,821.56</b>		<b>\$613,248.20</b>		<b>\$516,178.84</b>
<b>IV.</b>	<b>PHASE 2 POTABLE WATER</b>					
	8" D.I.P. Watermain	\$20,756.00	100%	\$20,756.00	100%	\$20,756.00
	8" DR-18 PVC Watermain	\$213,280.00	100%	\$213,280.00	100%	\$213,280.00
	8" Gate Valve	\$25,897.50	100%	\$25,897.50	100%	\$25,897.50
	4" DR-18 PVC (Fire Line)	\$2,800.00	0%	\$0.00	100%	\$0.00
	4" Gate Valve	\$1,650.00	0%	\$0.00	100%	\$0.00
	2" Water Service with Back Flow Preventer	\$3,970.00	0%	\$0.00	100%	\$0.00
	Fire Hydrant Assembly	\$80,392.50	100%	\$80,392.50	100%	\$80,392.50
	Single Water Service	\$28,000.00	100%	\$28,000.00	100%	\$28,000.00
	Double Water Service	\$78,850.00	100%	\$78,850.00	100%	\$78,850.00
	Connect to Existing 10' Water Main	\$4,321.00	0%	\$0.00	100%	\$0.00
	<b>PHASE 2 POTABLE WATER SUBTOTAL</b>	<b>\$459,917.00</b>		<b>\$447,176.00</b>		<b>\$447,176.00</b>
<b>V.</b>	<b>PHASE 2 SANITARY SEWER</b>					
	8" SDR 26 Sanitary Sewer (depths averaged)	\$470,208.00	100%	\$470,208.00	100%	\$470,208.00
	4' Sanitary Manhole (depths averaged)	\$236,160.00	100%	\$236,160.00	100%	\$236,160.00
	6" Sewer Service (Single)	\$27,200.00	100%	\$27,200.00	100%	\$27,200.00
	6" Sewer Service (double)	\$76,500.00	100%	\$76,500.00	100%	\$76,500.00
	Connect to Existing Manhole	\$6,500.00	100%	\$6,500.00	100%	\$6,500.00
	<b>SUBTOTAL PHASE 2 SANITARY SEWER</b>	<b>\$816,568.00</b>		<b>\$816,568.00</b>		<b>\$816,568.00</b>
<b>VI.</b>	<b>PHASE 2 IRRIGATION SYSTEM</b>					
	4" Gate Valve	\$5,725.00	100%	\$5,725.00	100%	\$5,725.00
	4" DR-18 Irrigation Main	\$38,340.00	100%	\$38,340.00	100%	\$38,340.00
	4" D.I.P. Irrigation Main	\$4,714.95	100%	\$4,714.95	100%	\$4,714.95
	6" DR-18 Irrigation Main	\$52,532.25	100%	\$52,532.25	100%	\$52,532.25

## COST OF IMPROVEMENTS

Item	Description	Current Contract Amount	Percent Complete to Date	Current Amount Complete to Date	Percent CDD Fundable	Total CDD Fundable to Date
	6" D.I.P. Irrigation Main	\$4,804.80	100%	\$4,804.80	100%	\$4,804.80
	6" Gate Valve	\$7,025.00	100%	\$7,025.00	100%	\$7,025.00
	8" DR-18 PVC Irrigation Main	\$70,728.00	100%	\$70,728.00	100%	\$70,728.00
	8" D.I.P. Irrigation Main	\$6,695.85	100%	\$6,695.85	100%	\$6,695.85
	8" Gate Valve	\$6,900.00	100%	\$6,900.00	100%	\$6,900.00
	6" Blowoff Assembly	\$6,900.00	100%	\$6,900.00	100%	\$6,900.00
	4" Blowoff Assembly	\$5,750.00	100%	\$5,750.00	100%	\$5,750.00
	Air Release Valve	\$35,700.00	0%	\$0.00	100%	\$0.00
	Single Irrigation Service	\$28,000.00	100%	\$28,000.00	100%	\$28,000.00
	Double Irrigation Service	\$88,395.00	100%	\$88,395.00	100%	\$88,395.00
	Connect to Existing 8" Irrigation Main	\$4,325.00	100%	\$4,325.00	100%	\$4,325.00
	<b>SUBTOTAL PHASE 2 IRRIGATION SYSTEM</b>	<b>\$366,535.85</b>		<b>\$330,835.85</b>		<b>\$330,835.85</b>
	<b>PHASE 2 CONSTRUCTION COSTS TOTAL</b>	<b>\$3,502,723.43</b>		<b>\$3,055,174.17</b>		<b>\$2,356,093.09</b>
<b>I.</b>	<b>ADDITIONAL PHASE 2 CONSTRUCTION</b>					
	Inlet Protection	\$4,600.00	0%	\$0.00	100%	\$0.00
	Steel Casing	\$6,600.00	0%	\$0.00	100%	\$0.00
	<b>SUBTOTAL ADDITIONAL PHASE 2 CONSTRUCTION</b>	<b>\$11,200.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>II.</b>	<b>ADDITIONAL PHASE 2 EARTHWORK</b>					
	Lot Remediation (10' Deep)	\$1,109,455.20	65%	\$725,850.00	0%	\$0.00
	Lot Remediation (5' Deep)	\$153,324.00	70%	\$115,551.00	0%	#REF!
	<b>SUBTOTAL ADDITIONAL PHASE 2 EARTHWORK</b>	<b>\$1,262,779.20</b>		<b>\$841,401.00</b>		<b>#REF!</b>
<b>I.</b>	<b>CHANGE ORDER 1 AMENITY STORM DRAINAGE</b>					
	18" RCP	\$1,840.86	100%	\$1,840.86	0%	\$0.00
	4' Junction Box (D-85A and D-86A)	\$6,774.00	100%	\$6,774.00	0%	\$0.00
	Type 'C' Inlet (D-85)	\$2,773.50	100%	\$2,773.50	0%	\$0.00
	<b>SUBTOTAL CHANGE ORDER 1 AMENITY STORM DRAINAGE</b>	<b>\$11,388.36</b>		<b>\$11,388.36</b>		<b>\$0.00</b>
<b>II.</b>	<b>AMENITY 1 CHANGE ORDER POTABLE WATER CONSTRUCTION</b>					

## COST OF IMPROVEMENTS

Item	Description	Current Contract Amount	Percent Complete to Date	Current Amount Complete to Date	Percent CDD Fundable	Total CDD Fundable to Date
	8" DR-18 PVC Watermain	\$14,577.42	100%	\$14,577.42	0%	\$0.00
	8" Gate Valve	\$1,780.00	100%	\$1,780.00	0%	\$0.00
	Fire Hydrant Assembly	\$5,787.65	100%	\$5,787.65	0%	\$0.00
	Single Water Service	\$1,760.00	100%	\$1,760.00	0%	\$0.00
	<b>AMENITY 1 CHANGE ORDER SUBTOTAL POTABLE WATER CONSTRUCTION</b>	<b>\$23,905.07</b>		<b>\$23,905.07</b>		<b>\$0.00</b>
<b>III.</b>	<b>AMENITY 1 CHANGE ORDER SANITARY SEWER</b>					
	6" Sewer Service Pool Extend and Add 2nd Cleanout	\$1,167.30	100%	\$1,167.30	0%	\$0.00
	6" Sewer Service Fitness Center	\$3,386.30	100%	\$3,386.30	0%	\$0.00
	<b>SUBTOTAL AMENITY 1 CHANGE ORDER SANITARY SEWER</b>	<b>\$4,553.60</b>		<b>\$4,553.60</b>		<b>\$0.00</b>
<b>IV.</b>	<b>AMENITY 1 CHANGE ORDER IRRIGATION SYSTEM</b>					
	2" Service	\$2,075.00	0%	\$2,075.00	0%	\$0.00
	<b>SUBTOTAL AMENITY 1 CHANGE ORDER IRRIGATION SYSTEM</b>	<b>\$2,075.00</b>		<b>\$2,075.00</b>		<b>\$0.00</b>
	<b>AMENITY 1 CHANGE ORDER COSTS TOTAL</b>	<b>\$41,922.03</b>		<b>\$41,922.03</b>		<b>\$0.00</b>
<b>I.</b>	<b>AMENITY 2 CHANGE ORDER -36IN PIPE STORM DRAINAGE</b>					
	36" RCP	\$20,380.71	100%	\$20,380.71	0%	\$0.00
	36" Endwall	\$3,612.00	100%	\$3,612.00	0%	\$0.00
	24" Endwall	-\$2,270.00	100%	-\$2,270.00	0%	\$0.00
	<b>SUBTOTAL AMENITY 2 CHANGE ORDER - 36IN PIPE STORM DRAINAGE</b>	<b>\$21,722.71</b>		<b>\$21,722.71</b>		<b>\$0.00</b>
<b>I.</b>	<b>AMENITY 3 CHANGE ORDER POTABLE WATER CONST.</b>					
	Single Water Service	-\$1,760.00	100%	-\$1,760.00	0%	\$0.00
	1-1/2" Water Service	\$5,689.67	100%	\$5,689.67	0%	\$0.00
	8" Dual Detector Check Valve (DDCV) Assembly	\$13,222.40	0%	\$13,222.40	0%	\$0.00
	<b>SUBTOTAL AMENITY 3 CHANGE ORDER POTABLE WATER CONST.</b>	<b>\$17,152.07</b>		<b>\$17,152.07</b>		<b>\$0.00</b>
<b>II.</b>	<b>AMENITY 3 CHANGE ORDER SANITARY SEWER</b>					
	6" Drop Inside MH	\$4,442.89	0%	\$4,442.89	0%	\$0.00

## COST OF IMPROVEMENTS

Item	Description	Current Contract Amount	Percent Complete to Date	Current Amount Complete to Date	Percent CDD Fundable	Total CDD Fundable to Date
	IET Coat MH 50	\$2,395.00	0%	\$2,395.00	0%	\$0.00
	<b>SUBTOTAL AMENITY 3 CHANGE ORDER SANITARY SEWER</b>	<b>\$6,837.89</b>		<b>\$6,837.89</b>		<b>\$0.00</b>
	<b>AMENITY 3 CHANGE ORDER COSTS TOTAL</b>	<b>\$23,989.96</b>		<b>\$23,989.96</b>		<b>\$0.00</b>
<b>I.</b>	<b>CHANGE ORDER 4 EARTHWORK</b>					
	Seed & Mulch Ph 1, 1A & 2	\$50,336.00	0%	\$24,200.00	0%	\$0.00
	<b>SUBTOTAL CHANGE ORDER 4 EARTHWORK</b>	<b>\$50,336.00</b>		<b>\$24,200.00</b>		<b>\$0.00</b>
	<b>STONEWATER CONSTRUCTION TOTALS</b>	<b>\$7,076,258.52</b>		<b>\$4,307,197.03</b>		<b>\$2,597,541.25</b>
	LESS RETAINAGE (10%)			\$430,719.70		\$259,754.13
	<b>TOTAL AMOUNT CDD FUNDABLE</b>			<b>\$3,876,477.33</b>		<b>\$2,337,787.13</b>



**CORPORATE DECLARATION REGARDING COSTS PAID  
STONEWATER – WORK PRODUCT AND IMPROVEMENTS**

I, \_\_\_\_\_, as \_\_\_\_\_ of D.R. Horton, Inc., a Delaware corporation ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is \_\_\_\_\_, and I am \_\_\_\_\_ of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Stonewater Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Master Engineer's Report*, dated February 25, 2021 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
6. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
7. I understand that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**D.R. HORTON, INC.**

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

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

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of D.R. Horton, Inc., a Delaware corporation, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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

**Exhibit A – Description of Improvements & Work Product**

**DISTRICT ENGINEER'S CERTIFICATE**  
**STONEWATER – WORK PRODUCT AND IMPROVEMENTS**

\_\_\_\_\_, 2021

Board of Supervisors  
Stonewater Community Development District

Re: Stonewater Community Development District  
Acquisition of Improvements – Stonewater Work Product and Improvements

Ladies and Gentlemen:

The undersigned, a representative of Barraco and Associates, Inc. ("**District Engineer**"), as engineer for the Stonewater Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from D.R. Horton, Inc., a Delaware corporation ("**Developer**") of the "**Work Product**" and "**Improvements**," as further described in **Exhibit A** attached hereto, and in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed and inspected the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Master Engineer's Report*, dated February 25, 2021 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
4. The total costs associated with the Work Product and Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work Product and Improvements, and (ii) the reasonable fair market value of the Work Product and Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

Under penalties of perjury, I declare that I have read the foregoing District Engineer's Certificate and the facts alleged are true and correct to the best of my knowledge and belief.

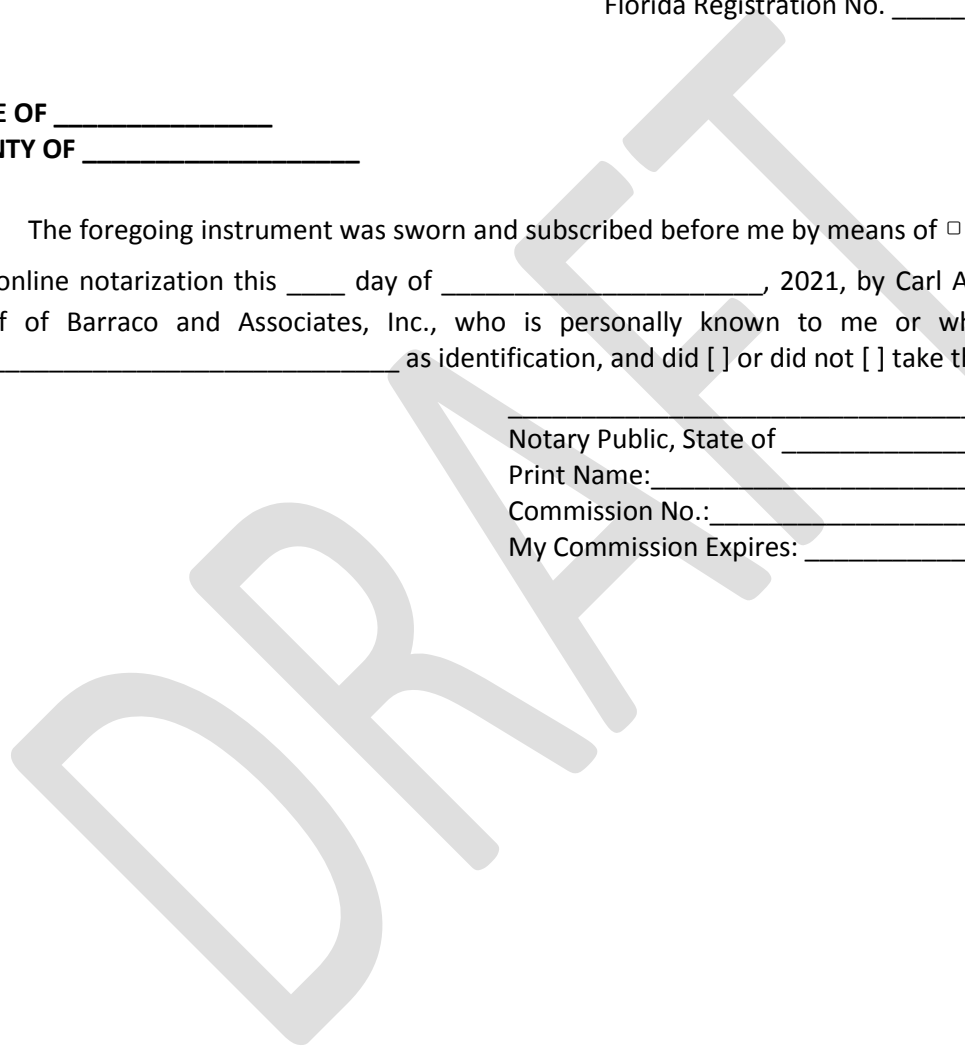
Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Carl A. Barraco, Jr., P.E.  
Barraco and Associates, Inc.  
Florida Registration No. \_\_\_\_\_

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

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Carl A. Barraco, Jr. , on behalf of Barraco and Associates, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**CONTRACTOR ACKNOWLEDGMENT AND RELEASE**  
**STONEWATER**

**THIS ACKNOWLEDGMENT & RELEASE (“Release”)** is made the \_\_\_ day of \_\_\_\_\_, 2021, by **Mitchell & Stark Construction Co., Inc.**, having offices located at 6001 Shirley Street, Naples, Florida 34109 (“**Contractor**”), in favor of the **Stonewater Community Development District (“District”)**, which is a local unit of special-purpose government situated in the City of Cape Coral, Lee County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS**, pursuant to that certain *Florida Independent Contractor Agreement*, dated November 6, 2020, and between Contractor and D.R. Horton, Inc., a Delaware corporation (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

**WHEREAS**, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands

that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

**MITCHELL & STARK CONSTRUCTION CO., INC.**

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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

**PROFESSIONAL ACKNOWLEDGMENT AND RELEASE**  
**STONEWATER**

**THIS ACKNOWLEDGMENT & RELEASE (“Release”)** is made the \_\_\_\_ day of \_\_\_\_\_, 2021, by **Barraco and Associates, Inc.**, a Florida corporation, having offices located at 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901 (“**Professional**”), in favor of the **Stonewater Community Development District (“District”)**, which is a local unit of special-purpose government situated in the Lee County, Florida, and having offices at c/o Wrathell Hunt & Associations, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS**, pursuant to that certain \_\_\_\_\_ (“**Contract**”) dated \_\_\_\_\_, 20\_\_, as amended, and between Professional and D.R. Horton, Inc., a Delaware corporation (“**Developer**”) has created certain work product, as described in **Exhibit A (“Work Product”)**; and

**WHEREAS**, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District’s right to use and rely upon the Work Product; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product created by the Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to use and rely upon the Work Product for any and all purposes. Professional hereby affirmatively agrees that the Work Product identified in Exhibit A is free of all claims, security agreement, encumbrances or liens.
3. **WARRANTY.** Professional hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.
5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[SIGNATURE PAGE TO FOLLOW]



**BARRACO AND ASSOCIATES, INC.**

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

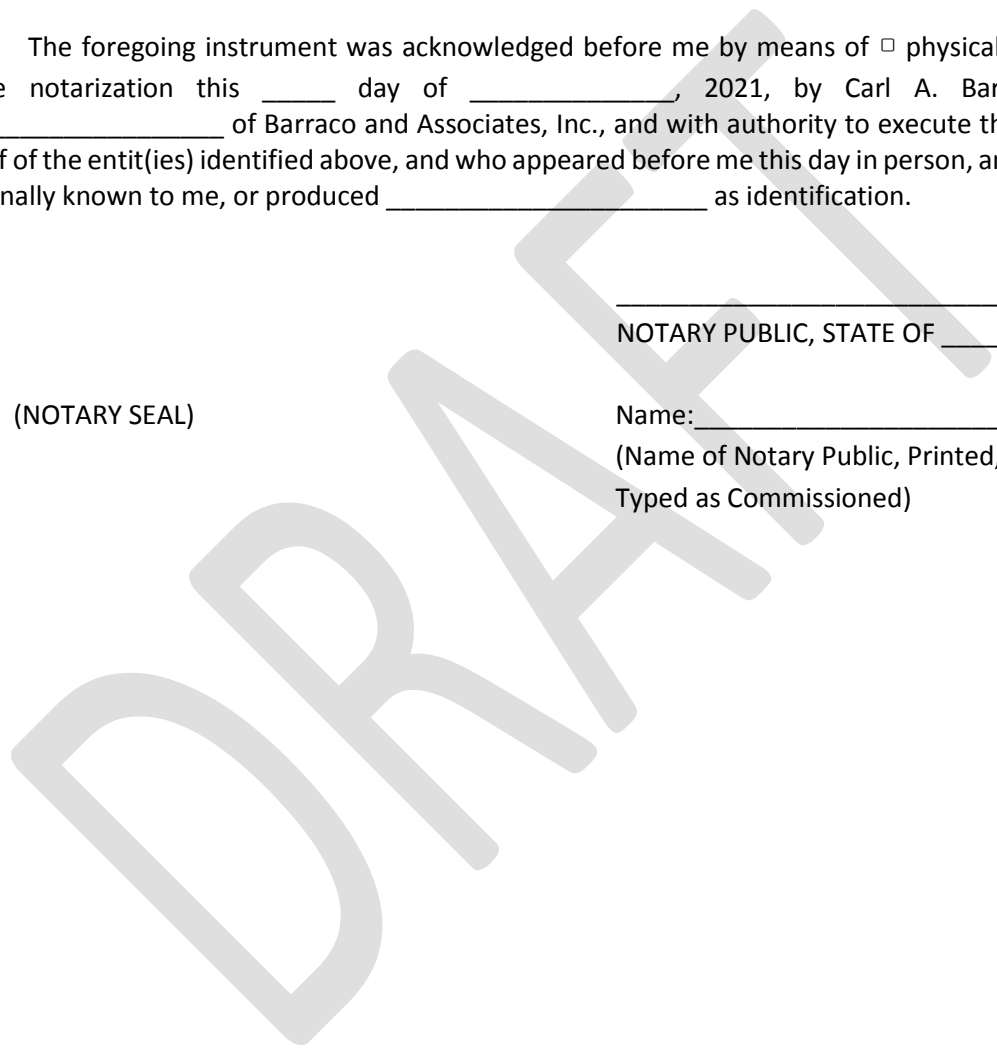
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Carl A. Barraco, Jr. as \_\_\_\_\_ of Barraco and Associates, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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



## EXHIBIT A

**Work Product** – All of the right, title, interest, and benefit the developer, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the utilities, stormwater, and irrigation improvements identified in that certain *Bill of Sale – Stonewater* executed by D.R. Horton, Inc. and in favor of the Stonewater Community Development District on or about the same date hereof.

DRAFT

**BILL OF SALE**  
**STONEWATER WORK PRODUCT AND IMPROVEMENTS**

**THIS BILL OF SALE** is made to be effective as of the \_\_\_ day of \_\_\_\_\_, 2021, by and between **D.R. Horton, Inc.**, a Delaware corporation, whose address for purposes hereof is 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 (“**Grantor**”), and for good and valuable consideration, to it paid by the **Stonewater Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

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

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvement and other property interests as described below to have and to hold for Grantee’s own use and benefit forever (together, “**Property**”):

- a. **Utilities** - All wastewater and potable water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals, lift stations, manholes, equipment, and appurtenances thereto, as located within the rights-of-way designated as Tracts R, R-1 and R-3, Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida.
- b. **Stormwater Improvements** - All pond/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities, all located on portions of the real property described as Tracts L-1, L-2, L-3, L-4 AND L-5 (Lakes), Primary Drainage Easements, Lake Access Easements and Lake Maintenance Easements, Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida.
- c. **Irrigation** – All irrigation (e.g., wells, pumps, lines, spray heads, and related improvements) improvements, all located on portions of the real property described as Tracts O-1, O-2, O-7 AND O-8 (Open Spaces), Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida.
- d. **Work Product** – All of the right, title, interest, and benefit the developer, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way

connected with the development, construction, and ownership of the above-referenced improvements.

- e. **Additional Rights** - All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing work product and improvements.

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

3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

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

**[CONTINUED ON FOLLOWING PAGE]**

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

Signed, sealed and delivered by:

**WITNESSES**

**D.R. HORTON, INC.**

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

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

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

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

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of D.R. Horton, Inc., a Delaware corporation, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and 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)



**BILL OF SALE**  
**STONEWATER – UTILITIES IMPROVEMENTS**

**STONEWATER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statute*, hereinafter called Seller, in consideration of the sum of Ten Dollars (\$10.00) paid to Seller by the **CITY OF CAPE CORAL**, a Florida Municipal Corporation, hereinafter called Buyer, the receipt of which is acknowledged, sells to Buyer, its executors, administrators, and assigns, utilities infrastructure improvements described as follows:

All wastewater and potable water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals, lift stations, manholes, equipment, and appurtenances thereto, as located within the rights-of-way designated as Tracts R, R-1 and R-3, Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida.

And Seller for itself and its heirs, executors, and administrators, covenants with Buyer and its executors, administrators, and assigns, to warrant and defend the sale of the above-described component part(s) to Buyer and its executors, administrators, and assigns, against every person lawfully claiming the same.

Seller assures Buyer that the above-described component parts transferred to Buyer are free of all liens and encumbrances. A Final Release of Lien from the contractors are attached as Exhibit "B". Seller represents that the following contractor **Mitchell & Stark Construction Co., Inc.**, was constructed the facilities as described in Exhibit "A" of this Bill of Sale.

Any portion of the above-described component parts in the category of "consumer lines" or "plumber lines" located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be included in this transfer to Buyer and shall remain the property of the developer, a subsequent owner-occupant, or their successors and assigns. Such "consumer lines" or plumber lines" shall remain the maintenance responsibility of the developer or subsequent consumers.

Terms of this Bill of Sale agreed to by:

**[CONTINUED ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**WITNESS**

**SELLER:**

**STONEWATER COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as Chairperson of Stonewater Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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

IN WITNESS WHEREOF, the BUYRR has hereunto set its hand and seal, by and through its duly authorized representatives, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**WITNESS**

**BUYER**

**CITY OF CAPE CORAL, FLORIDA**

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

By: \_\_\_\_\_  
Name: Vincent A. Cautero  
Title: Community Development Director

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

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as Chairperson of Stonewater Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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

**Legal Review:**

By: \_\_\_\_\_  
Brian R. Bartos  
Assistant City Attorney

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



**STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**4B**

**STONEWATER COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2021  
(2021 PROJECT)  
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the Stonewater Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and US Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2021, as supplemented by that certain First Supplemental Trust Indenture, dated as of October 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **2**
- (B) Identify Acquisition Agreement, if applicable: **Acquisition Agreement, dated February 25, 2021**
- (C) Name of Payee pursuant to Acquisition Agreement: **D.R. Horton, Inc. (Seller) and Trenam Law (Closing Agent)**
- (D) Total Amount Payable: **THE LESSER OF THE REMAINING BALANCE IN THE 2021 ACQUISITION AND CONSTRUCTION ACCOUNT OR \$4,096,905.40**
- (E) Amount Payable for Land Acquisition Costs:

Payee	Amount
D.R. Horton, Inc. (Seller)	\$ _____
Trenam Law (Closing Agent)	\$ _____
<b>TOTAL:</b>	<b><u>\$4,096,905.40</u></b>

- (F) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Land Acquisition (SEE ATTACHED)**
- (G) Fund or Account and subaccount, if any, from which disbursement to be made: **2021 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2021 Project; and
4. each disbursement represents a Cost of the 2021 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of,

any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested, and/or applicable real estate deeds and other documents for disbursements related to land acquisitions, are on file with the District.

**STONEWATER COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Responsible Officer

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

**CONSULTING ENGINEER'S APPROVAL**  
(Land Acquisition)

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2021 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the District Engineer, as such report shall have been amended or modified.

\_\_\_\_\_  
Consulting Engineer

## CLOSING STATEMENT

Seller: D.R. Horton, Inc.  
Purchaser: Stonewater Community Development District  
Closing Agent: Trenam Law  
Property: Approximately 101.5 acres located in Lee County, Florida (“**Real Property**”), as further identified in **Exhibit A** attached hereto  
Closing Date: November 2, 2021

Real Property Purchase Price: <sup>(1)</sup>	<u>\$4,096,905.40</u>
Documentary Stamps:	\$ _____
Prorated Property Taxes:	\$ _____
Recording Costs:	\$27.00 (3 Page Deed) \$ _____ (E-Recording Fee)
Net Amount to Be Wired to Seller at Closing:	<u>\$ _____</u>
Net Amount to Be Wired to Closing Agent at Closing:	<u>\$ _____</u>

### Notes:

1. This is the full amount of the real property acquisition. The fees for the Documentary Stamps, Prorated Property Taxes and Recording Costs will be wired to the Closing Agent. The remaining amount will be wired to the Seller. Wiring instructions are included as **Exhibit B**.
2. The provisions of this Closing Statement shall survive the Closing and shall not be merged into any of the documents executed and delivered in connection with the Closing. In the event of any errors in this Closing Statement, the parties agree to make appropriate adjustments.
3. The Seller represents that the purchase price for the Real Property described in this Closing Statement is equal to the lesser of the Seller’s cost basis (\$40,363.60 / acre) in the Real Property or the appraised value (\$ \_\_\_\_\_ per acre) of such Real Property, as described in the attached **Exhibit A** and based on the *Appraisal of Real Property* prepared by Integra Realty Resources, dated August 31, 2021. Further, the Seller represents that such price does not include the value of any Improvements constructed on the Real Property or related Work Product.
4. The Closing Agent will pay all closing costs from the Series 2021 Bonds, but because these are Seller obligations, such costs will be counted against the amounts owed to Seller. This Closing Statement is governed by the terms of that *Acquisition Agreement*, dated February 25, 2021 (together, “**Acquisition Agreement**”). Pursuant to the Acquisition Agreement, and without intending to change the terms thereof, the proceeds from the District’s Series 2021 Bonds may be insufficient to pay the full purchase price, in which case the District shall have no further payment obligation.
5. The Seller acknowledges that the Prorated Property Taxes identified above are an estimated amount. The Seller agrees to the Closing Agent disbursing the final Prorated Property Taxes to the Tax Collector, with any excess funds to be disbursed to the Seller.
6. The undersigned acknowledge that in preparing this Closing Statement, Closing Agent, has necessarily relied upon information by others and, therefore, cannot warrant the accuracy of that information.
7. This Closing Statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the Closing of the transaction and make disbursement in accordance herewith. Seller and Purchaser authorize Closing Agent to disburse sums in the manner as is set forth above. This Closing Statement may be executed in multiple counterparts and electronically.

[CONTINUED ON FOLLOWING PAGE]

[SIGNATURE PAGE FOR NOVEMBER 2, 2021 CLOSING STATEMENT]

**D.R. HORTON, INC.**, a Delaware corporation

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

Exhibit A: Legal Description and Land Valuation  
Exhibit B: Wire Instructions for Seller

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**Exhibit A: Legal Description and Valuation**

**TRACTS L-1, L-2, L-3, L-4 AND L-5 (LAKES), TRACTS O-1, O-2, O-7 AND O-8 (OPEN SPACES), AND TRACTS R-2 AND R-3 (RIGHT-OF-WAY), STONEWATER, AS RECORDED AT INSTRUMENT NUMBER 2021000207542 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA.**

<b>LAND VALUATION CALCULATION:</b>	
<b>TOTAL ACREAGE</b> <ul style="list-style-type: none"> <li>• <b>Tracts R-2 and R-3, 1.02 acres</b></li> <li>• <b>Tracts L-1, L-2, L-3, L-4, and L-5, 97.03 acres</b></li> <li>• <b>Tracts O-1, O-2, O-7, and O-8, 3.45 acres</b></li> </ul> [SOURCE: Master Engineer's Report, revised March 1, 2021.]	<b>101.5 acres</b>
<b>LESSER OF COST BASIS OR APPRAISED VALUE</b> <ul style="list-style-type: none"> <li>• <b>Cost Basis = \$40,363.60 / acre</b> [SOURCE: Developer, per Closing Statement above.]</li> <li>• <b>Appraised Value = at least \$45,738 / acre</b> [SOURCE: <i>Appraisal of Real Property</i> prepared by Integra Realty Resources, dated August 31, 2021.]</li> </ul>	<b>x \$40,363.60 / acre</b>
<b>TOTAL VALUE</b>	<b>=\$4,096,905.40</b>

**Exhibit B: Wire Instructions**

**Seller: D.R. Horton, Inc.**

**Closing Agent: Trenam Law**

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

(This space reserved for Clerk)

KE LAW GROUP, PLLC  
PO Box 6386  
Tallahassee, Florida 32314

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **D.R. HORTON, INC.**, a Delaware corporation ("**Grantor**"), whose address for purposes hereof is 10541 Ben C. Pratt Six Mile Cypress Parkway, Fort Myers, Florida 33966, and **STONEWATER COMMUNITY DEVELOPMENT DISTRICT**, a community development district formed pursuant to Chapter 190, Florida Statutes ("**Grantee**"), whose address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431.

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

**WITNESS**

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor has in and to the lot, piece or parcel of land, situate, lying and being in the County of Lee, State of Florida, and more particularly described as ("**Property**"):

**TRACTS L-1, L-2, L-3, L-4 AND L-5 (LAKES), STONEWATER, AS RECORDED AT INSTRUMENT NUMBER 2021000207542 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA.**

**TRACTS O-1, O-2, O-7 AND O-8 (OPEN SPACES), STONEWATER, AS RECORDED AT INSTRUMENT NUMBER 2021000207542 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA.**

**TRACTS R-2 AND R-3 (RIGHT-OF-WAY), STONEWATER, AS RECORDED AT INSTRUMENT NUMBER 2021000207542 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA.**

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.



## RESERVATION OF EASEMENT

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

NOTE: This Special Warranty Deed is not intended to convey any stormwater improvements (e.g., earthwork, pipes, weirs, etc.), which will instead be conveyed by separate bill of sale.

[CONTINUED ON FOLLOWING PAGE]

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**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

**WITNESSES**

**D.R. HORTON, INC.**

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ for **D.R. HORTON, INC.**, on behalf of the corporation. He is either personally known to me or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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

# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

## CDD / HOA MAINTENANCE AGREEMENT

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between:

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

**Stonewater Homeowners' Association, Inc.**, a Florida not-for-profit corporation, whose address is c/o D.R. Horton, Inc., 10541 Ben C. Pratt / Six Mile Cypress Parkway, Suite 100, Fort Myers, Florida 33966 ("**Association**").

### RECITALS

**WHEREAS**, the District was established by ordinance adopted by the City Council for the City of Cape Coral, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape and other improvements; and

**WHEREAS**, the District desires to provide for the operation, maintenance and repair of the improvements described in **Exhibit A** attached hereto ("**Work**"), across the lands owned by the District from time to time ("**Property**"); and

**WHEREAS**, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

**WHEREAS**, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless of whether such Work is conducted by the Association or the District; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Work; and

**WHEREAS**, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

**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:

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

**SECTION 2. SCOPE OF WORK.**

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. **Inspection.** Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Care of the District's Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- G. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's

representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.

- I. **Weekly Reports.** The Association agrees to meet with the District's representative no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.

**SECTION 3. COMPENSATION.** The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

**SECTION 4. TERM.** This Agreement commences on the date first written above and continues through September 30, 2022 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

**SECTION 5. INSURANCE.** The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit for bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association and/or its contractors of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

**SECTION 8. LIENS AND CLAIMS.** The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims

or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 12. TERMINATION.** At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

**SECTION 13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District.

**SECTION 14. ASSIGNMENT.** No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to

assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

**SECTION 16. 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.

**SECTION 17. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

**SECTION 18. 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 the District and the Association.

**SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 20. NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth 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 Association may deliver Notice on behalf of the District and the Association, respectively. 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.

**SECTION 21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

**SECTION 22. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein 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 Lee County, Florida.

**SECTION 23. PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and,



accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is its District Manager (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the service; 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 contract term and following the contract term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Association’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 Association, the Association 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.

**IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 PHONE (561) 571-0010, AND E-MAIL INFO@STONEWATERCDD.NET.**

**SECTION 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.

**SECTION 25. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 26. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

**STONEWATER COMMUNITY DEVELOPMENT DISTRICT**

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

**STONEWATER HOMEOWNERS' ASSOCIATION, INC.**

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

**EXHIBIT A:**     Scope of Work

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**EXHIBIT A  
SCOPE OF WORK**

**DISTRICT IMPROVEMENTS**

The Association shall operate, maintain and repair the following District improvements:

- **Entry Roadway Improvements** – The roadway, landscaping, irrigation, hardscaping and lighting improvements located in Tracts R-2 and R-3 (Right-of-Way), Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida (“Plat”).
- **Additional Landscaping, Irrigation, Hardscaping & Lighting** – The landscaping, irrigation, hardscaping and lighting improvements within Tracts O-1, O-2, O-7 AND O-8 (Open Spaces), and within all Landscape Buffer Easements, all as identified on the Plat.
- **Stormwater Improvements** – Stormwater and drainage facilities, within Tracts L-1, L-2, L-3, L-4 AND L-5 (Lakes), as well as within the Primary Drainage Easements, Lake Access Easements and Lake Maintenance Easements, all as identified on the Plat.

**MAINTENANCE PROGRAM**

**Weekly:**

- Common mowing of the District properties (every other week from March 1 through November 1). Weeding, edging and tree trimming will be done on an as needed basis.
- Inspect and maintain irrigation system for the District’s common areas, as needed, including but not limited to by periodically maintaining the re-use irrigation meters.

**Monthly:**

- Common mowing of the District properties (once per month from November 1 through March 1). Weeding, edging and tree trimming will be done on an as needed basis.
- On a schedule necessary to meet the applicable District permit requirements, conduct any monitoring and maintenance of any conservation / mitigation areas – including removal of nuisance / exotic species – to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.

**Yearly:**

- Mulch application to all common area flower/tree beds.
- Power washing of entry monuments and decorative walls.
- Visual inspection of stormwater facilities; maintain and repair as needed.
- Visual inspection of roadway, hardscaping, and lighting improvements to ensure that no dangerous conditions exist; maintain and repair as needed.

# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2022-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
STONEWATER COMMUNITY DEVELOPMENT DISTRICT  
AUTHORIZING AND APPROVING CHANGE OF DESIGNATED  
REGISTERED AGENT AND REGISTERED OFFICE.**

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

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of records keeping and accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

**SECTION 1.** Craig Wrathell is hereby designated as the Registered Agent for the Stonewater Community Development District.

**SECTION 2.** The District’s Registered Office shall be located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**SECTION 3.** In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Pasco County, and the Florida Department of Economic Opportunity.

**SECTION 4.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** this 28th day of October, 2021.

ATTEST:

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**



## MEMORANDUM

**To:** District Manager  
District Engineer

**From:** District Counsel

**Date:** October 12, 2021

**Subject:** Stormwater Management Needs Analysis  
(Chapter 2021-194, Laws of Florida/HB53)

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We are writing with an update regarding the new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s).

The Office of Economic and Demographic Research (“OEDR”) recently promulgated additional details and an excel template for reporting the stormwater needs analyses (attached hereto for reference). Similar documents for the wastewater needs analyses will be available soon at which time we will again supplement this memorandum.

A brief summary of the new law and its requirements were set forth in our previous memorandum, attached to this memorandum for your reference in **Exhibit A**. Please feel free to contact us with any questions.

### ***When is the deadline?***

For both wastewater and stormwater, the first analysis must be submitted by **June 30, 2022** and updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

### ***What steps should the District take?***

- District engineers should review the stormwater needs analysis excel workbook and submit a work authorization for approval by the District’s Board prior to commencing work. We recommend presenting the work authorization to the Board as soon as is practical, but no later than the first quarter of 2022.
- District managers should review the stormwater needs analysis excel workbook and start entering information that is readily available. The district manager may be able to complete the “background information” section and provide data on stormwater O&M expenditures, among other assistance.
- Once the work authorization is approved, the district manager should work with the district engineer to complete the remainder of the stormwater needs analyses with the final version submitted to the District no later than May 15, 2022.



- In some cases, districts may require outside consulting or evaluation to complete the needs analyses. Since the necessity of this additional step may not be immediately apparent, we recommend that district managers begin coordinating with their engineers as soon as possible.

***Stormwater Needs Analysis Resources from OEDR***

- OEDR website <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>
- Excel Workbook (stormwater needs analysis reporting template)  
[http://edr.state.fl.us/Content/natural-resources/Stormwater\\_Needs\\_Analysis.xlsx](http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.xlsx)  
(last updated October 8, 2021)
- PDF Version for (essentially the same as the Excel workbook)  
[http://edr.state.fl.us/Content/natural-resources/Stormwater\\_Needs\\_Analysis.pdf](http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.pdf)  
(last updated October 8, 2021)

***Wastewater Needs Analysis Resources from OEDR***

- Forthcoming.



## **Exhibit A**



## MEMORANDUM

**To:** District Manager, District Engineer  
**From:** District Counsel  
**Date:** September 7, 2021  
**Subject:** Wastewater Services and Stormwater Management Needs Analysis  
(Chapter 2021-194, Laws of Florida/HB53)

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We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

### *What is required?*

The Office of Economic and Demographic Research (“OEDR”) is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.



- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

***When is the deadline?***

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

***What steps should districts take?***

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

## CHAPTER 2021-194

### Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida’s water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Domestic wastewater” has the same meaning as provided in s. 367.021.

(b) “Facility” means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) “Treatment works” has the same meaning as provided in s. 403.031(11).

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the



methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

**TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES**

**INTRODUCTION**

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc. ) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
  - o Private entities or citizens
  - o Federal government
  - o State government, including the Florida Department of Transportation (FDOT)
  - o Water Management Districts
  - o School districts
  - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (*e.g.*, five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.*, FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

**These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.**

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (*e.g.*, Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

## Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	
Name of stormwater utility, if applicable:	
Contact Person	
Name:	
Position/Title:	
Email Address:	
Phone Number:	

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWFMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

**Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)**

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

**Part 1.1 Narrative Description:**

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**Part 1.2 Current Stormwater Program Activities:**

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?   
If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?   
If no, do you have another funding mechanism?   
If yes, please describe your funding mechanism.
- Does your jurisdiction have a Stormwater Master Plan or Plans?   
If Yes:  
How many years does the plan(s) cover?   
Are there any unique features or limitations that are necessary to understand what the plan does or does not address?  
  
Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?   
If Yes, does it include 100% of your facilities?   
If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	
An illicit discharge inspection and elimination program?	
A public education program?	
A program to involve the public regarding stormwater issues?	
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	
A stormwater ordinance compliance program ( <i>i.e.</i> , for low phosphorus fertilizer)?	
Water quality or stream gage monitoring?	
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc. )?	
A system for managing stormwater complaints?	
Other specific activities?	

Notes or Comments on any of the above:

**Part 1.3 Current Stormwater Program Operation and Maintenance Activities**

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)?

Notes or Comments on the above:

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No)

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	
Invasive plant management associated with stormwater infrastructure?	
Ditch cleaning?	
Sediment removal from the stormwater system (vacator trucks, other)?	
Muck removal (dredging legacy pollutants from water bodies, canal, etc. )?	
Street sweeping?	
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	
Non-structural programs like public outreach and education?	
Other specific routine activities?	

**Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)**

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.



Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:		
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:		
Estimated number of storage or treatment basins ( <i>i.e.</i> , wet or dry ponds):		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :		
Number of chemical treatment systems ( <i>e.g.</i> , alum or polymer injection):		
Number of stormwater pump stations:		
Number of dynamic water level control structures ( <i>e.g.</i> , operable gates and weirs that control canal water levels):		
Number of stormwater treatment wetland systems:		
Other:		

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes		
Rain gardens		
Green roofs		
Pervious pavement/pavers		
Littoral zone plantings		
Living shorelines		
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
- GIS program
- MS4 permit application
- Aerial photos
- Past or ongoing budget investments
- Water quality projects

Other(s):

**Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)**

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government’s population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district’s boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

**Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)**

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.*, the expiration of an interlocal agreement, introduction of an independent special district, *etc.* ).

[Proceed to Part 5](#)

**Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)**

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

**If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.**

**Part 5.1 Routine Operation and Maintenance**

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

**Routine Operation and Maintenance**

Expenditures (in \$thousands)

	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs					
Brief description of growth greater than 15% over any 5-year period:					

**Part 5.2 Future Expansion (Committed Funding Source)**

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

**5.2.1 Flood Protection (Committed Funding Source):** Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.

**5.2.2 Water Quality Projects (Committed Funding Source):** Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

**Expansion Projects with a Committed Funding Source**

**5.2.1 Flood Protection**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**5.2.2 Water Quality**

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**Part 5.3 Future Expansion with No Identified Funding Source**

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

**5.3.1 Future Flood Protection with No Identified Funding Source:** Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

**5.3.2 Future Water Quality Projects with no Identified Funding Source:** Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

**Expansion Projects with No Identified Funding Source**

**5.3.1 Flood Protection**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**5.3.2 Water Quality**

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

<input type="checkbox"/>	Stormwater Master Plan
<input type="checkbox"/>	Basin Studies or Engineering Reports
<input type="checkbox"/>	Adopted BMAP
<input type="checkbox"/>	Adopted Total Maximum Daily Load
<input type="checkbox"/>	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify: <input type="text"/>
<input type="checkbox"/>	Other(s): <input type="text"/>

**Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change**

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Resiliency Projects with No Identified Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

- Has a vulnerability assessment been completed for your jurisdiction’s storm water system?
- If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
- If yes, please provide a link if available:
- If no, is a planning effort currently underway?

**Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)**

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

**If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.**

**End of Useful Life Replacement Projects with a Committed Funding Source**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**End of Useful Life Replacement Projects with No Identified Funding Source**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42



**Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)**

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

**Routine O&M**

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

**Expansion**

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

**Resiliency**

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

**Replacement of Aging Infrastructure**

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

**Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)**

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

<b>Committed Funding Source</b>	<b>2022-23 to 2026-27</b>	<b>2027-28 to 2031-32</b>	<b>2032-33 to 2036-37</b>	<b>2037-38 to 2041-42</b>
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
<b>Total Committed Revenues (=Total Committed Projects)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>No Identified Funding Source</b>	<b>2022-23 to 2026-27</b>	<b>2027-28 to 2031-32</b>	<b>2032-33 to 2036-37</b>	<b>2037-38 to 2041-42</b>
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
<b>Projected Funding Gap (=Total Non-Committed Needs)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

<b>Strategies for New Funding Sources</b>	<b>2022-23 to 2026-27</b>	<b>2027-28 to 2031-32</b>	<b>2032-33 to 2036-37</b>	<b>2037-38 to 2041-42</b>
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Remaining Unfunded Needs</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>













Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
<b>Total of Projects without Project Type and/or Funding Source Type</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
SEPTEMBER 30, 2021**

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2021**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 9,720	\$ -	\$ -	\$ 9,720
Undeposited funds	17,854	-	-	17,854
Due from Landowner	3,132	-	7,133	10,265
Due from other	6,000	-	-	6,000
Due from general fund	-	3,309	-	3,309
Total assets	<u>\$ 36,706</u>	<u>\$ 3,309</u>	<u>\$ 7,133</u>	<u>\$ 47,148</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 6,239	\$ 3,309	\$ 7,133	\$ 16,681
Due to Developer	12,000	22,761	7,133	41,894
Due to debt service fund	10,442	-	-	10,442
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>34,681</u>	<u>26,070</u>	<u>14,266</u>	<u>75,017</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	3,132	-	-	3,132
Total deferred inflows of resources	<u>3,132</u>	<u>-</u>	<u>-</u>	<u>3,132</u>
Fund balances:				
Restricted				
Debt service	-	(22,761)	-	(22,761)
Capital projects	-	-	(7,133)	(7,133)
Unassigned	(1,107)	-	-	(1,107)
Total fund balances	<u>(1,107)</u>	<u>(22,761)</u>	<u>(7,133)</u>	<u>(31,001)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 36,706</u>	<u>\$ 3,309</u>	<u>\$ 7,133</u>	<u>\$ 47,148</u>

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 9,412	\$ 41,453	\$ 68,907	60%
Total revenues	<u>9,412</u>	<u>41,453</u>	<u>68,907</u>	60%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
District engineer	-	1,579	5,000	32%
District counsel	4,059	14,735	15,000	98%
District management	2,000	14,000	36,000	39%
Printing & binding	16	125	125	100%
Legal advertising	545	8,570	6,500	132%
Telephone	8	67	67	100%
Postage	-	-	250	0%
Insurance	1,260	1,260	3,500	36%
Contingencies/bank charges	23	334	400	84%
Website				
Hosting & development	-	1,680	1,680	100%
ADA compliance	-	210	210	100%
Annual district filing fee	-	-	175	0%
Total expenditures	<u>7,911</u>	<u>42,560</u>	<u>68,907</u>	62%
Excess/(deficiency) of revenues over/(under) expenditures	1,501	(1,107)	-	
Fund balances - beginning	(2,608)	-	-	
Fund balances - ending	<u>\$ (1,107)</u>	<u>\$ (1,107)</u>	<u>\$ -</u>	

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year To Date
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
Cost of issuance	-	22,761
Total debt service	<u>-</u>	<u>22,761</u>
 Excess/(deficiency) of revenues over/(under) expenditures	-	(22,761)
 Fund balances - beginning	(22,761)	-
Fund balances - ending	<u>\$ (22,761)</u>	<u>\$ (22,761)</u>

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND  
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year To Date
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
Capital outlay	<u>7,133</u>	<u>7,133</u>
Total expenditures	<u>7,133</u>	<u>7,133</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (7,133)	 (7,133)
 Fund balances - beginning	 -	 -
Fund balances - ending	<u><u>\$ (7,133)</u></u>	<u><u>\$ (7,133)</u></u>

# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**



**DRAFT**

**MINUTES OF MEETING  
STONEWATER  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Stonewater Community Development District held a Public Hearing and a Regular Meeting on September 23, 2021 at 4:00 p.m., at the offices of D R Horton, 10541 Ben C Pratt Six Mile Cypress Pkwy., Fort Myers, FL 33966.

**Present were:**

Landon Thomas	Chair
J. Wayne Everett	Vice Chair
Chris Quarles	Assistant Secretary
Mark Brumfield	Assistant Secretary
Gary Barlow	Assistant Secretary

**Also present, were:**

Chuck Adams	District Manager
Jere Earlywine	District Counsel
Carl Barraco, Jr.	District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 4:05 p.m. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2021/2022 Budget**

**A. Proof /Affidavit of Publication**

The affidavit of publication was included for informational purposes.

37 **B. Consideration of Resolution 2021-35, Relating to the Annual Appropriations and**  
 38 **Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending**  
 39 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**  
 40 **Date**

41 Mr. Adams stated no changes were made to the proposed Fiscal Year 2022 budget since  
 42 it was last presented. The budget identifies an Operation and Maintenance (O&M) assessment  
 43 per unit amount of \$274.89 on 327 units. This is a Developer-contribution budget.

44 **Mr. Adams opened the Public Hearing.**

45 No members of the public spoke.

46 **Mr. Adams closed the Public Hearing.**

47 Mr. Adams presented Resolution 2021-35.

48

49 **On MOTION by Mr. Everett and seconded by Mr. Thomas, with all in favor,**  
 50 **Resolution 2021-35, Relating to the Annual Appropriations and Adopting the**  
 51 **Budget for the Fiscal Year Beginning October 1, 2021, and Ending September**  
 52 **30, 2022; Authorizing Budget Amendments; and Providing an Effective Date,**  
 53 **was adopted.**

54

55

56 **FOURTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2022 Budget  
 Funding Agreement**

57

58

59 Mr. Adams presented the Fiscal Year 2022 Budget Funding Agreement between the CDD  
 60 and D.R. Horton, Inc.

61

62 **On MOTION by Mr. Thomas and seconded by Mr. Everett, with all in favor, the**  
 63 **Fiscal Year 2022 Budget Funding Agreement, was approved.**

64

65

66 **FIFTH ORDER OF BUSINESS**

**Presentation of Updated Master Special  
 Assessment Methodology Report**

67

68

69 Mr. Adams stated that, because of a few revisions in the Master Engineer’s Report,  
 70 dated March 1, 2021, the Master Special Assessment Methodology Report was updated to  
 71 match the revised amounts. He reviewed the primary changes as follows:

- 72 ➤ The estimated construction costs were reduced from \$11,443,569 to \$10,913,008.
- 73 ➤ As a result, some other costs required to defray the construction costs were reduced,  
 74 including the capitalized interest for 24 months, debt service reserve, costs of issuance etc.
- 75 ➤ The revised amount of funds to be borrowed is \$14,180,000 to offset the \$10,913,008.

76

77 **On MOTION by Mr. Everett and seconded by Mr. Quarles, with all in favor, the**  
 78 **Updated Master Special Assessment Methodology Report, dated August 21,**  
 79 **2021, was approved.**

80

81

82 **SIXTH ORDER OF BUSINESS**

83 **Consideration of Resolution 2021-36,**  
 84 **Supplementing Its Resolution 2021-25 by**  
 85 **Authorizing the Issuance of its Stonewater**  
 86 **Community Development District Special**  
 87 **Assessment Revenue Bonds, Series 2021 in**  
 88 **a Principal Amount of Not Exceeding**  
 89 **\$8,000,000 for the Principal Purpose of**  
 90 **Acquiring and Constructing Assessable**  
 91 **Improvements; Delegating to the**  
 92 **Chairperson or Vice Chairperson of the**  
 93 **Board of Supervisors of the District,**  
 94 **Subject to Compliance With the Applicable**  
 95 **Provisions Hereof, the Authority to Award**  
 96 **the Sale of Such Series 2021 Bonds to**  
 97 **FMSbonds, Inc. by Executing and**  
 98 **Delivering to Such Underwriter a Bond**  
 99 **Purchase Contract and Approving the Form**  
 100 **Thereof; Approving the Form of and**  
 101 **Authorizing the Execution of the First**  
 102 **Supplemental Trust Indenture; Appointing**  
 103 **U.S. Bank National Association as the**  
 104 **Trustee, Bond Registrar and Paying Agent**  
 105 **for Such Series 2021 Bonds; Making Certain**  
 106 **Findings; Approving Form of Said Series**  
**2021 Bonds; Approving the Form of the**

**Preliminary Limited Offering Memorandum and Authorizing the Use by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the Execution of the Limited Offering Memorandum; Approving the Form of the Continuing Disclosure Agreement and Authorizing the Execution Thereof; Authorizing Certain Officials of Stonewater Community Development District and Others to Take All Actions Required in Connection With the Issuance, Sale and Delivery of Said Series 2021 Bonds; Providing Certain Other Details With Respect to Said Series 2021 Bonds; and Providing an Effective Date**

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Mr. Adams presented Resolution 2021-36.

Mr. Earlywine stated the Resolution accomplishes the following:

- Supplements Resolution 2021-25.
- Commences the sale of the bonds.
- Authorizes FMSbonds to issue the Series 2021 Bonds in the amount of \$8 million.
- Approves the Form of Supplemental Trust Indenture.
- Authorizes a negotiated sale and the Bond Purchase Agreement.
- Authorizes the Preliminary Limited Offering Memorandum (PLOM) and Limited Offering Memorandum (LOM).
- Authorizes the Continuing Disclosure Agreement.
- Applies the bond proceeds consistent with the bond financing.
- Authorizes execution of necessary documents in connection with the bond closing.

Mr. Earlywine recommended adoption of the Resolution, with authorization for the Chair to execute.

In response to a question, Mr. Earlywine confirmed that several changes are expected to be made to the accompanying documents before the bond closing.

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**On MOTION by Mr. Everett and seconded by Mr. Barlow, with all in favor, Resolution 2021-36, Supplementing Its Resolution 2021-25 by Authorizing the Issuance of its Stonewater Community Development District Special Assessment Revenue Bonds, Series 2021 in a Principal Amount of Not Exceeding \$8,000,000 for the Principal Purpose of Acquiring and Constructing Assessable Improvements; Delegating to the Chairperson or Vice Chairperson of the Board of Supervisors of the District, Subject to Compliance With the Applicable Provisions Hereof, the Authority to Award the Sale of Such Series 2021 Bonds to FMSbonds, Inc., by Executing and Delivering to Such Underwriter a Bond Purchase Contract and Approving the Form Thereof; Approving the Form of and Authorizing the Execution of the First Supplemental Trust Indenture; Appointing U.S. Bank National Association as the Trustee, Bond Registrar and Paying Agent for Such Series 2021 Bonds; Making Certain Findings; Approving Form of Said Series 2021 Bonds; Approving the Form of the Preliminary Limited Offering Memorandum and Authorizing the Use by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the Execution of the Limited Offering Memorandum; Approving the Form of the Continuing Disclosure Agreement and Authorizing the Execution Thereof; Authorizing Certain Officials of Stonewater Community Development District and Others to Take All Actions Required in Connection With the Issuance, Sale and Delivery of Said Series 2021 Bonds; Providing Certain Other Details With Respect to Said Series 2021 Bonds; and Providing an Effective Date, was adopted.**

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**SEVENTH ORDER OF BUSINESS**

**Ratification of Engagement with KE Law Group, PLLC for Legal Services**

- **Consideration of Fee Agreement**

Mr. Earlywine presented the KE Law Group, PLLC Fee Agreement, which was previously executed by the Chair.

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**On MOTION by Mr. Thomas and seconded by Mr. Brumfield, with all in favor, engagement of KE Law Group, PLLC for Legal Services and the associated Fee Agreement, was ratified.**

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**EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of August 31, 2021**

181 Mr. Adams presented the Unaudited Financial Statements as of August 31, 2021. The  
182 financials were accepted.

183

184 **NINTH ORDER OF BUSINESS**

**Approval of Minutes**

185

186 **A. April 1, 2021 Public Hearings and Regular Meeting**

187 Mr. Adams presented the April 1, 2021 Public Hearings and Regular Meeting Minutes.

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189 **On MOTION by Mr. Thomas and seconded by Mr. Everett, with all in favor, the**  
190 **April 1, 2021 Public Hearings and Regular Meeting Minutes, as presented, were**  
191 **approved.**

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194 **B. May 27, 2021 Regular Meeting Minutes**

195 Mr. Adams presented the May 27, 2021 Regular Meeting Minutes.

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197 **On MOTION by Mr. Thomas and seconded by Mr. Mr. Brumfield, with all in**  
198 **favor, the May 27, 2021 Regular Meeting Minutes, as presented, were**  
199 **approved.**

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202 **TENTH ORDER OF BUSINESS**

**Staff Reports**

203

204 **A. District Counsel: *KE Law Group, PLLC***

205 Mr. Earlywine stated Staff has been coordinating with Barraco and Associates to line up  
206 the acquisitions and real property in time for the bond closing. Once the bond issuance is  
207 completed, Staff would present a Project Completion Resolution and a lease and waiver for the  
208 Developer.

209 **B. District Engineer: *Barraco & Associates, Inc.***

210 Mr. Barraco reported the following:

211 ➤ Construction was going well.

212 ➤ The Phase 1 utilities were completed and would be submitted to the City for execution.

213 ➤ He would coordinate with the District Manager and District Counsel to ensure that the  
214 utilities are titled to the CDD for future dedication to the City of Cape Coral.

215 ➤ Staff was preparing a rough draft of Developer Paper No. 1.

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

- 217 • **NEXT MEETING DATE: October 28, 2021 at 4:00 PM.**

- 218 ○ **QUORUM CHECK**

219 The next meeting would be held on October 28, 2021.

220 Mr. Adams noted the quorum requirements and urged the Board to alert Management  
221 of any attendance conflicts.

222

223 **ELEVENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

224

225 There were no Board Members' comments or requests.

226

227 **TWELFTH ORDER OF BUSINESS**

**Public Comments**

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229 There were no public comments.

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231 **THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

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233 There being nothing further to discuss, the meeting adjourned.

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235 **On MOTION by Mr. Thomas and seconded by Mr. Barlow, with all in favor, the**  
236 **meeting adjourned at 4:17 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

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



**STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**10C**

**STONEWATER COMMUNITY DEVELOPMENT DISTRICT****BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE****LOCATION***Offices of D R Horton, 10541 Ben C Pratt Six Mile Cypress Parkway., Fort Myers, FL 33966*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 28, 2021</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>January 27, 2022</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>February 24, 2022</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>March 24, 2022</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>April 28, 2022</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>May 26, 2022</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>June 23, 2022</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>July 28, 2022</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>August 25, 2022</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>4:00 PM</b>
<b>September 22, 2022</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>