



**DEL WEBB OAK CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
OCTOBER 14, 2024
11:30 A.M.**

Special District Services, Inc.
27499 Riverview Center Boulevard, #253
Bonita Springs, FL 33134

www.terrenocdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
DEL WEBB OAK CREEK
COMMUNITY DEVELOPMENT DISTRICT
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134
REGULAR BOARD MEETING
October 14, 2024
11:30 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. September 9, 2024 Regular Board MeetingPage 2
- G. Old Business
 - 1. Discussion Regarding Lake Bank Inspection
- H. New Business
 - 1. Consider Approval of Phase 2C Acquisition.....Page 6
 - 2. Consider Ratification of Phase 2B & 2D Acquisition Package.....Page 51
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
REGULAR MEETING
SCHEDULES

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Del Webb Oak Creek Community Development District will hold Regular Meetings in the offices of Pulte located at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 at 11:30 a.m. on the following dates:

October 14, 2024
November 5, 2024
December 9, 2024
January 13, 2025
February 10, 2025
March 10, 2025
April 14, 2025
May 12, 2025
June 9, 2025
July 14, 2025
August 11, 2025
September 8, 2025

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the Districts website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

DEL WEBB OAK CREEK
COMMUNITY DEVELOPMENT DISTRICT
www.delwebboakcreekcdd.org
9/30/24 #10601134

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
SEPTEMBER 11, 2024**

A. CALL TO ORDER

The September 11, 2024, Regular Board Meeting of the Del Webb Oak Creek Community Development District (the “District”) was called to order at 11:32 a.m. at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Fort Myers News-Press* on August 30, 2024, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Chairman	Scott Brooks	Present
Vice Chairperson	Laura Ray	Present
Supervisor	Naomi Robertson	Present
Supervisor	Patrick Butler	Present
Supervisor	Kimberly Morton	Present

Staff present included:

District Manager	Michelle Krizen	Special District Services, Inc.
District Counsel	Kate John (via phone)	Kutak Rock
District Engineer	Frank Savage (via phone)	Barraco and Associates, Inc.

D. ADDITIONS OR DELETIONS TO AGENDA

There was a consensus of the Board to add a Discussion Regarding Lake Bank and Preserve Maintenance under New Business.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. May 13, 20224, Public Hearing & Regular Board Meeting

The minutes of the May 13, 2024, Public Hearing & Regular Board Meeting were presented for consideration.

It was noted that Ms. Krizen was present as the District Manager, not Ms. Meneely.

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously approving the minutes of the May 13, 2024, Public Hearing & Regular Board Meeting, as amended.

G. OLD BUSINESS

There were no Old Business items to come before the Board.

H. NEW BUSINESS

1. Consider Phase 2A Acquisition

The Board discussed the approval process and, Mr. Brooks and Ms. Robertson shared concerns about signing documents without background information and discussion. Ms. John explained that it was not unusual for the Board to process acquisitions between meetings and then have it brought before the Board at a later date for ratification. Ms. John explained the reason this was occurring was because all of the bond construction funds had not been spent. If all the bond funds are spent at once, this process does not occur. There was a consensus of the Board that all acquisitions be brought to the Board for approval. A discussion the ensured regarding time sensitive signatures.

Mr. Butler was able to review the documents, confirming the numbers were consistent with his information.

A **motion** was made by Ms. Ray, seconded by Mr. Brooks authorizing Pat Butler to send authorization in situations requiring timely execution.

2. Discussion Regarding Lake Bank and Preserve Maintenance

Collier Environmental is currently treating the preserve with Passarella monitoring the treatments. The contracts are in DiVosta's name and have been paid for the 2023/24 fiscal year. The budget had a line item to perform maintenance in the preserve.

A **motion** was made by Ms. Ray, seconded by Mr. Butler and passed unanimously authorizing District staff to work with the Board to have the contracts transferred to the CDD and a letter of remittal executed for the work completed.

The lake banks were discussed and the Board would like to have an annual inspection completed in February, the report presented in March, so repairs can be completed prior to the rainy season. Ms. Krizen will coordinate a proposal for presentation at the next meeting.

3. Consider Resolution No. 2024-07 – Adopting a Fiscal Year 2023/2024 Amended Budget

Resolution No. 2024-07 was presented, entitled:

RESOLUTION NO. 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR

2023/2024 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Ms. Ray, seconded by Ms. Robertson and passed unanimously adopting Resolution No. 2024-07, amended to reflect the Preserve Maintenance line item being increased to \$75,000.

4. Consider Resolution No. 2024-08 – Adopting Goals and Objectives

Resolution No. 2024-08 was presented, entitled:

RESOLUTION 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OF OAK CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Ms. John explained the new legislation requiring that goals and objectives be adopted by October 1st.

A **motion** was made by Ms. Ray, seconded by Ms. Robertson and passed unanimously adopting Resolution No. 2024-08, as presented.

I. ADMINISTRATIVE MATTERS

Mr. Brooks will be the proxy for the Landowners’ Meeting on November 5th.

There was a consensus of the Board to switch to TEAMS for the professionals who need to dial in to the meetings. This will allow the meetings to use the conference system built into the room.

The Agenda Item H-1 motion was clarified by Ms. John indicating that Pat Butler would be able to sign on behalf of the CDD, not just send authorization, in situations requiring timely execution. The Board had no objections to the clarification.

Ms. Robertson still needs to be included in the communications to ensure she knows when and where money is being spent. Ms. Krizen will have SDS copy Ms. Robertson on requisitions or forward information to her regarding the requisitions.

J. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Ray, seconded by Mr. Butler and passed unanimously adjourning the Regular Board Meeting at 12:20 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

DEVELOPER LETTER

_____, 2024

Board of Supervisors
Del Webb Oak Creek Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

RE: Acquisition of Del Webb Oak Creek Series 2023 Project Infrastructure- Phase 2C Potable Water and Wastewater Improvements

Dear Ms. Krizen,

Pursuant to the *Amended and Restated Acquisition Agreement (Series 2023 Project)* (“**Acquisition Agreement**”), by and between the Del Webb Oak Creek Community Development District (“**District**”) and Pulte Home Company, LLC (“**Developer**”) dated March 8, 2023, we are writing to request that the District acquire from the Developer the public infrastructure improvements and/or work product set forth in **Exhibit A**, which is attached hereto. Notwithstanding anything contrary herein, certain amounts as identified in **Exhibit A** may still be owed to contractors (balance to finish and retainage relating to all of Phase 2, including Phase 2A, Phase 2B, Phase 2C, and Phase 2D), and Developer agrees to ensure all punch lists and/or other open items necessary to complete the improvements are completed and to timely make payment for all remaining amounts owed under the Contract, and to ensure no liens are placed on the improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts. Developer created the improvements and/or work product consistent with the District *Engineer’s Report*, dated July 11, 2022, prepared by the District Engineer and the improvements and/or work product are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements and work product to the District in exchange for the payment of **[\$1,323,904.05]** representing the actual cost of creating and/or constructing such improvements and work product. Please have the funds made payable to the Developer. In connection with this conveyance, the Developer agrees to pay all remaining costs for the District infrastructure as indicated on **Exhibit A**.

[signatures appear on following page]

Sincerely,

PULTE HOME COMPANY, LLC

By: Naomi Robertson
Its: Vice President of Finance

ACKNOWLEDGED AND AGREED TO BY:

Scott Brooks
Chairperson, Board of Supervisors
Del Webb Oak Creek Community Development District

Exhibit A: Description of Improvements and/or Work Product

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

All potable water lines and wastewater lines, and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, related work product, equipment and appurtenances thereto, located within or upon those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Total for all of the foregoing:

Del Webb Oak Creek CDD Eligibility Breakdown
(Acquisition of Phase 2C Potable Water and Wastewater Improvements)
Oak Creek Phase 2 (Gulf Coast Underground Job No. 202308)

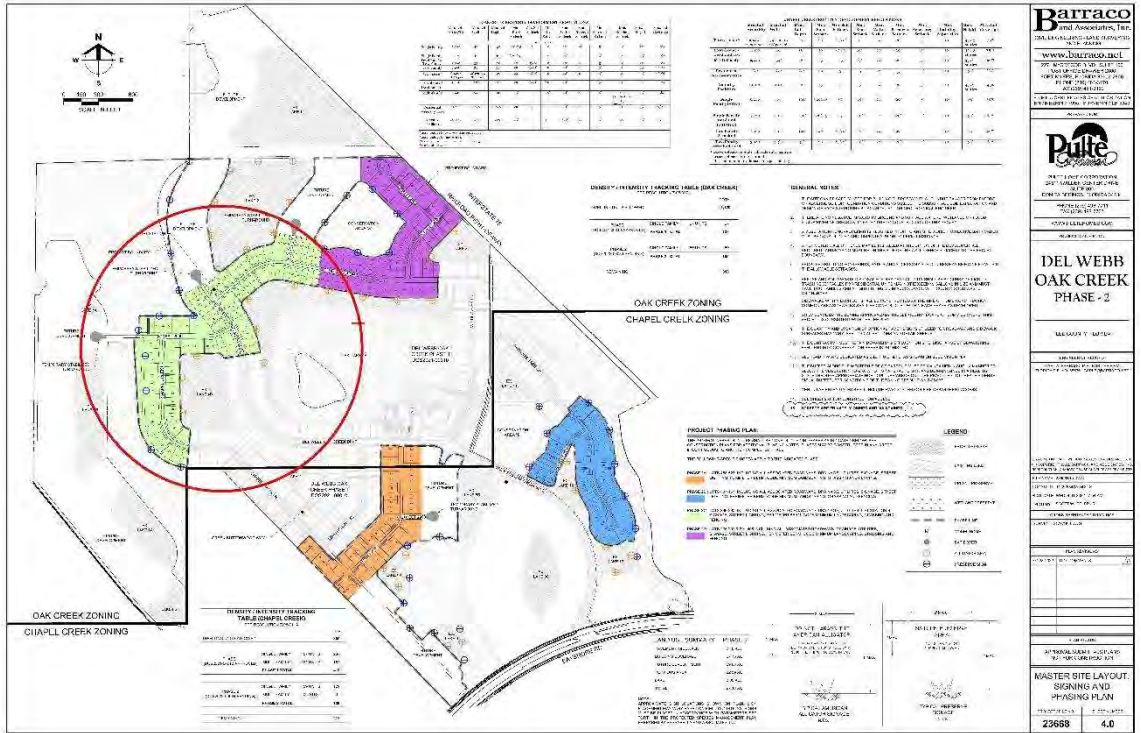
	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A*	\$ 349,435.00	\$ 318,191.50	\$ 24,243.50	\$ 321,246.00	\$ 289,124.49	\$ 32,121.51	\$ 663,681.00	\$ 507,315.99	\$ 56,365.01
Phase 2B*	\$ 179,625.00	\$ 161,662.50	\$ 17,962.50	\$ 286,489.00	\$ 252,386.10	\$ 34,102.90	\$ 460,054.00	\$ 414,048.60	\$ 46,005.40
Phase 2C	\$ 468,960.00	\$ 422,064.00	\$ 46,896.00	\$ 1,002,044.50	\$ 901,840.05	\$ 100,204.45	\$ 1,471,004.50	\$ 1,325,004.05	\$ 147,000.45
Phase 2D*	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 596,035.80	\$ 66,226.20
Phase 2	\$ 1,165,050.00	\$ 1,048,543.00	\$ 116,507.00	\$ 1,991,951.50	\$ 1,792,756.35	\$ 199,195.15	\$ 3,457,001.50	\$ 2,841,201.35	\$ 315,700.15

Total Contract	\$ 1,165,050.00	Total Contract	\$ 2,011,851.50	Total Contract	\$ 3,477,001.50
Billed to Date**	\$ 1,165,050.00	Billed to Date**	\$ 1,991,851.50	Billed to Date**	\$ 3,457,001.50
Remaining Balance	\$ -	Remaining Balance	\$ 20,000.00	Remaining Balance	\$ 20,000.00

* Phases 2A, 2B and 2D have been previously conveyed to the CDD (less retainage owed for retainage) and are therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

** Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 20, and does not account for retainage currently withheld.

EXHIBIT B PHASING PLAN



Barraco
and Associates, Inc.
3000 W. 10th Street
Tulsa, Oklahoma 74107
918.438.1234
www.barraco.com

Del Webb
OAK CREEK
PHASE - 2
MASTER SITE LAYOUT
SIGNING AND
PHASING PLAN
23688 4.0

AFFIDAVIT REGARDING COSTS PAID

STATE OF _____
COUNTY OF _____

I, Naomi Robertson, as Vice-President of Finance of **Pulte Home Company, LLC**, a Michigan limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Naomi Robertson, and I am Vice-President of Finance of **Pulte Home Company, LLC**, a Michigan limited liability company (“**Developer**”). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Del Webb Oak Creek Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The District *Engineer’s Report*, dated July 11, 2022 (“**Engineer’s Report**”) describes certain public infrastructure improvements and/or work product 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. Pursuant to contracts in place between Developer and certain contractors and construction related professionals, as may be more particularly identified on the attached **Exhibit A**, Developer has expended funds to develop improvements that are included and described in the Engineer’s Report and are part of the District’s capital improvement plan. The attached **Exhibit A** accurately identifies the completed improvements and states, at least in part, the amounts that Developer has spent on the completed improvements. No money other than retainage is owed to any contractors or subcontractors for any work performed on the completed improvements. Developer remains obligated to fund any associated retainage.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed improvements that Developer has developed consistent with the Engineer’s Report.

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

[CONTINUED ON NEXT PAGE]

Executed this ____ day of _____, 2024.

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: Naomi Robertson
Its: Vice-President of Finance

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024, by Naomi Robertson, as Vice President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A: Description of Improvements and/or Work Product

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

All potable water lines and wastewater lines, and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, related work product, equipment and appurtenances thereto, located within or upon those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Total for all of the foregoing:

**Del Webb Oak Creek CDD Eligibility Breakdown
(Acquisition of Phase 2C Potable Water and Wastewater Improvements)
Oak Creek Phase 2 (Gulf Coast Underground Job No. 202308)**

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A*	\$ 242,435.00	\$ 218,191.50	\$ 24,243.50	\$ 321,246.00	\$ 289,121.40	\$ 32,124.60	\$ 563,681.00	\$ 507,312.90	\$ 56,368.10
Phase 2B*	\$ 179,625.00	\$ 161,662.50	\$ 17,962.50	\$ 280,429.00	\$ 252,386.10	\$ 28,042.90	\$ 460,054.00	\$ 414,048.60	\$ 46,005.40
Phase 2C	\$ 468,960.00	\$ 422,064.00	\$ 46,896.00	\$ 1,002,044.50	\$ 901,840.05	\$ 100,204.45	\$ 1,471,004.50	\$ 1,323,904.05	\$ 147,100.45
Phase 2D*	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 596,035.80	\$ 66,226.20
Phase 2	\$ 1,165,050.00	\$ 1,048,545.00	\$ 116,505.00	\$ 1,991,951.50	\$ 1,792,756.35	\$ 199,195.15	\$ 3,157,001.50	\$ 2,841,391.35	\$ 315,700.15

Total Contract	\$ 1,165,050.00
Billed to Date**	\$ 1,165,050.00
Remaining Balance	\$ -

Total Contract	\$ 2,011,951.50
Billed to Date**	\$ 1,991,951.50
Remaining Balance	\$ 20,000.00

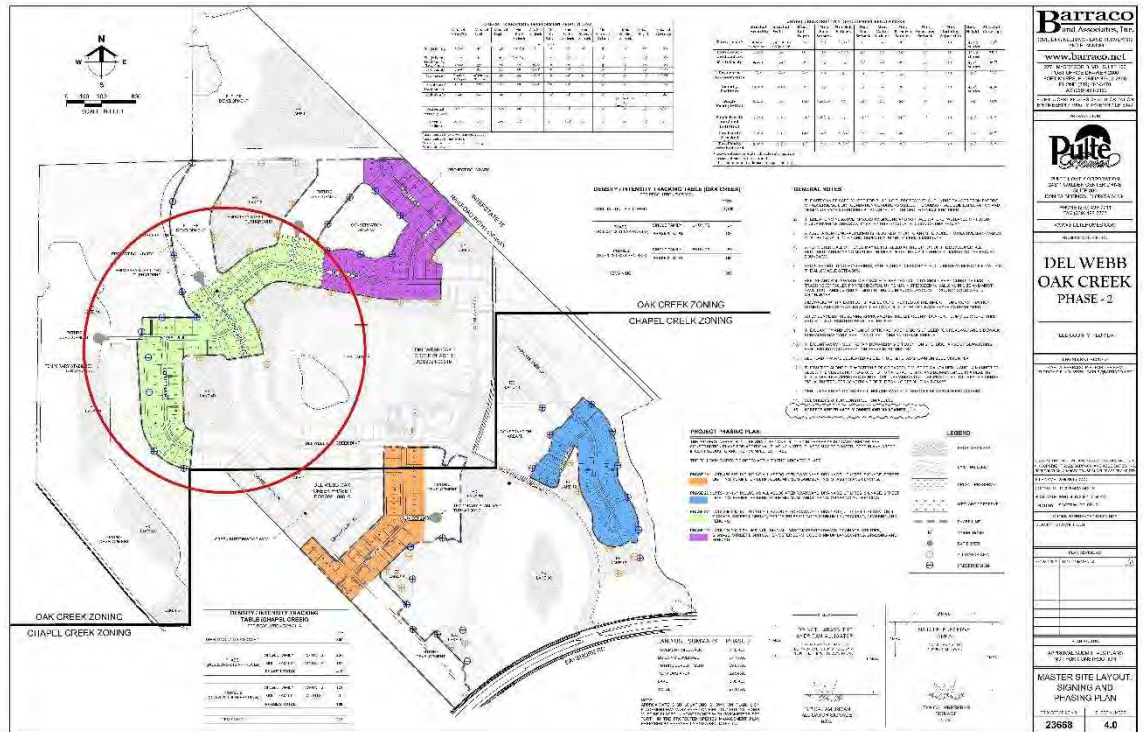
Total Contract	\$ 3,477,991.50
Billed to Date**	\$ 3,157,001.50
Remaining Balance	\$ 320,990.00

* Phases 2A, 2B and 2D have been previously conveyed to the CDD (less remaining owed for retainage) and are therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

** Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 10, and does not account for retainage currently withheld.

EXHIBIT B

PHASING PLAN



Barraco
and Associates, Inc.
23688
WWW.BARRACO.COM
1000 SOUTH MOUNTAIN AVENUE
SUITE 100
DENVER, CO 80202
(303) 733-1100

Del Webb
PHASE 2

**DEL WEBB
OAK CREEK
PHASE - 2**

MASTERSITE LAYOUT,
SIGNING AND
PHASING PLAN

23688 4.0

**CERTIFICATE OF DISTRICT ENGINEER
RELATING TO DEL WEBB OAK CREEK SERIES 2023 PROJECT
ACQUISITION 4**

_____, 2024

Board of Supervisors
Del Webb Oak Creek Community Development District

Re: Del Webb Oak Creek Community Development District
Acquisition of Del Webb Oak Creek Series 2023 Project Infrastructure - Phase 2C
Potable Water and Wastewater Improvements

Ladies and Gentlemen:

The undersigned, a representative of Barraco and Associates, Inc. (“**District Engineer**”), as District Engineer for the Del Webb Oak Creek Community Development District (“**District**”), hereby makes the following certifications in connection with an acquisition of certain Del Webb Oak Creek Series 2023 Project work product (“**Work Product**”) and improvements (“**Improvements**”), as described in that certain bill of sale (“**Bill of Sale**”) dated as of or about the same date as this certificate and **Exhibit A** attached hereto. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Work Product and Improvements, including but not limited to, the forms of agreement, plans, invoices, and other documents.
2. The Work Product and Improvements are within the scope of the Del Webb Oak Creek Series 2023 Project as set forth in the *Engineer’s Report*, dated July 11, 2022, prepared by the District Engineer (“**Engineer’s Report**”), and specially benefit property within the District as further described in the Engineer’s Report.
3. The total costs, excluding retainage, associated with the Work Product and Improvements are **[\$1,323,904.05]**. Such costs are equal to or less than each of the following: (i) what was actually paid by Pulte Home Company, LLC, to create and/or construct the Work Product and Improvements, and (ii) the reasonable fair market value of the Work Product and Improvements.
4. All known plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District and/or District Staff, and, as applicable, have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product and Improvements.

Under penalties of perjury, I declare that I have read the foregoing certificate and to the best of my knowledge, information, and belief, the facts stated in it are true.

BARRACO AND ASSOCIATES, INC.

By: _____
Carl A. Barraco, P.E.

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Carl A. Barraco, of Barraco and Associates, Inc., a Florida corporation, on behalf of the company.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[notary seal]

Exhibit A: Description of Improvements and/or Work Product

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

All potable water lines and wastewater lines, and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, related work product, equipment and appurtenances thereto, located within or upon those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Total for all of the foregoing:

**Del Webb Oak Creek CDD Eligibility Breakdown
(Acquisition of Phase 2C Potable Water and Wastewater Improvements)
Oak Creek Phase 2 (Gulf Coast Underground Job No. 202308)**

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A*	\$ 242,435.00	\$ 218,191.50	\$ 24,243.50	\$ 321,246.00	\$ 289,121.40	\$ 32,124.60	\$ 563,681.00	\$ 507,312.90	\$ 56,368.10
Phase 2B*	\$ 179,625.00	\$ 161,662.50	\$ 17,962.50	\$ 280,429.00	\$ 252,386.10	\$ 28,042.90	\$ 460,054.00	\$ 414,048.60	\$ 46,005.40
Phase 2C	\$ 468,960.00	\$ 422,064.00	\$ 46,896.00	\$ 1,002,044.50	\$ 901,840.05	\$ 100,204.45	\$ 1,471,004.50	\$ 1,323,904.05	\$ 147,100.45
Phase 2D*	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 596,035.80	\$ 66,226.20
Phase 2	\$ 1,165,050.00	\$ 1,048,545.00	\$ 116,505.00	\$ 1,991,951.50	\$ 1,792,756.35	\$ 199,195.15	\$ 3,157,001.50	\$ 2,841,391.35	\$ 315,700.15

Total Contract	\$ 1,165,050.00
Billed to Date**	\$ 1,165,050.00
Remaining Balance	\$ -

Total Contract	\$ 2,011,951.50
Billed to Date**	\$ 1,991,951.50
Remaining Balance	\$ 20,000.00

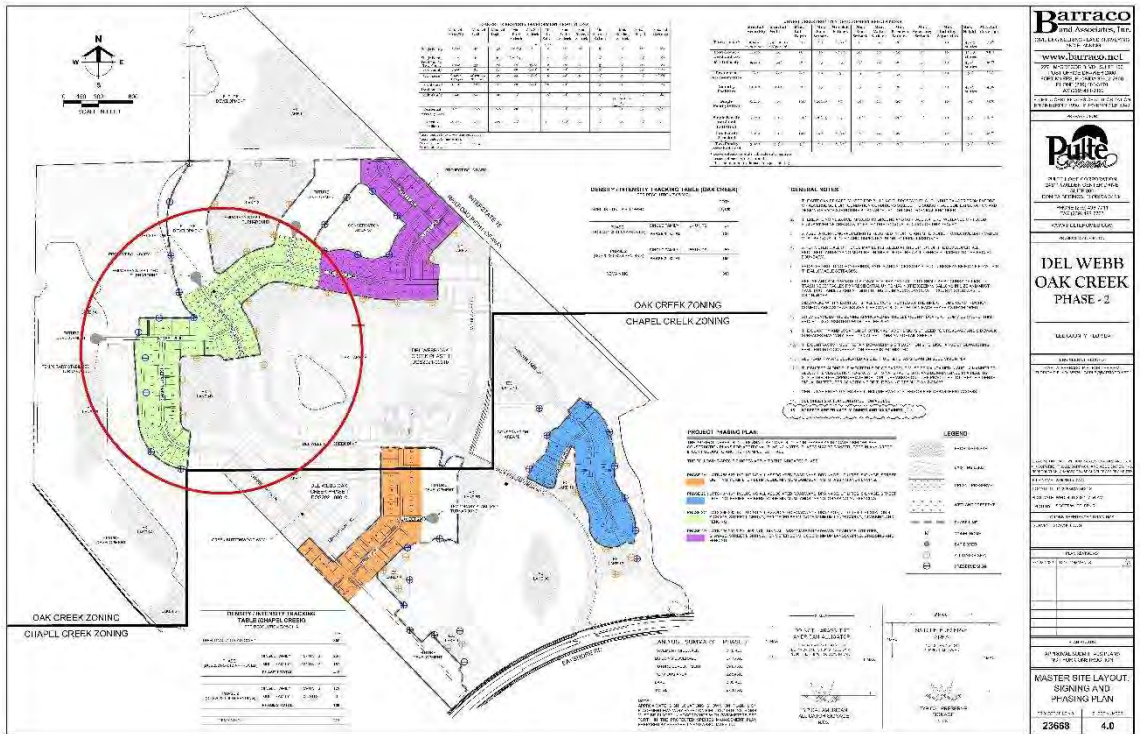
Total Contract	\$ 3,477,991.50
Billed to Date**	\$ 3,157,001.50
Remaining Balance	\$ 320,990.00

* Phases 2A, 2B and 2D have been previously conveyed to the CDD (less remaining owed for retainage) and are therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

** Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 10, and does not account for retainage currently withheld.

EXHIBIT B

PHASING PLAN



**RECEIPT AND WAIVER OF LIEN
FOR WORK/MATERIALS SUPPLIED**

1. Name of Contractor Requesting payment: Gulf Coast Underground, Inc.
2. Name of Owner: Pulte Home Company, LLC
3. Identification of Project: Del Webb Oak Creek, Bayshore Rd., North Ft. Myers, FL
4. Amount of requested payment: \$362,054.25
5. Total received by the undersigned to date (excluding the requested payment) with respect to all labor performed and/or materials supplied by the undersigned to the Project:

\$362,054.25 covers all work performed and materials supplied from Gulf Coast Underground, Inc.

6. The date through which work has been performed and/or materials supplied to the Project for which the amount in Item 4 is being requested: 05/31/2024

The undersigned is requesting payment for labor performed and/or materials supplied to the Project in the amount in Item 4 above as payment in full for labor performed and/or materials supplied through the Request Date, as set forth on the invoice(s) attached to this instrument. The undersigned hereby agrees and warrants to the Owner as follows:

- a) The undersigned waives and releases the land and buildings comprising the Project, and the Owner, from all liens and claims, including mechanics' liens, for all work performed and materials supplied to the Project to the date specified in Item 5 above;
- b) Upon receipt of the requested amount specified in Item 4 above, the undersigned waives and releases the land and buildings comprising the Project, and the Owner, from all claims and liens including liens for labor and materials, with respect to payment for any and all labor performed and/or materials supplied in connection with the Project to and including the Request Date;
- c) The undersigned hereby warrants and represents that all of the undersigned's subcontractors and material suppliers with respect to said work are paid in full, and the undersigned will indemnify the Owner against all loss, liability and expense which the Owner may suffer or incur as a result of any claims or liens against the Owner, the Project or the land and buildings comprising the Project by the undersigned and any subcontractor or material supplied, or any other person claiming by, under or through the undersigned; and,
- d) The undersigned's obligations under the preceding two paragraphs shall inure to the benefit of the Owner, the Owner's mortgagee(s) who hold or may hold a lien on the Project property and to each insurance company who shall have any liability with respect to any title insurance policy on the Project property.

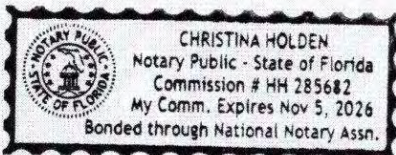
EXECUTED this 11 day of September, 2024

Subcontractor: Gulf Coast Underground, Inc.

By: [Signature]

Its: Project Manager

Notary Seal



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Del Webb Oak Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

Utilities - All potable water lines and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, facilities, related work product, equipment and appurtenances thereto, located within or upon that certain real property owned by the Seller, which is located entirely within Lee County, Florida and described below:

(See Exhibit “A” attached hereto and incorporated herein).

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be delivered in its name this ____ day of _____, 2024.

SELLER:

Signed, sealed and delivered
in the presence of:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

Print Name: _____

By: _____
Naomi Robertson,
Vice President of Finance

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024, by Naomi Robertson, as Vice President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of said company, who is personally known to me.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A

Legal Description

All potable water improvements located within or upon Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements, located within or upon those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Total for all of the foregoing:

Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
\$(468,960.00)	\$(422,064.00)	\$(46,896.00)

This amount is included as part of the overall Series 2023 Project Construction total costs, Phase 2C Potable Water and Wastewater Improvements, detailed more specifically below:

Del Webb Oak Creek CDD Eligibility Breakdown
(Acquisition of Phase 2C Potable Water and Wastewater Improvements)
Oak Creek Phase 2 (Gulf Coast Underground Job No. 202308)

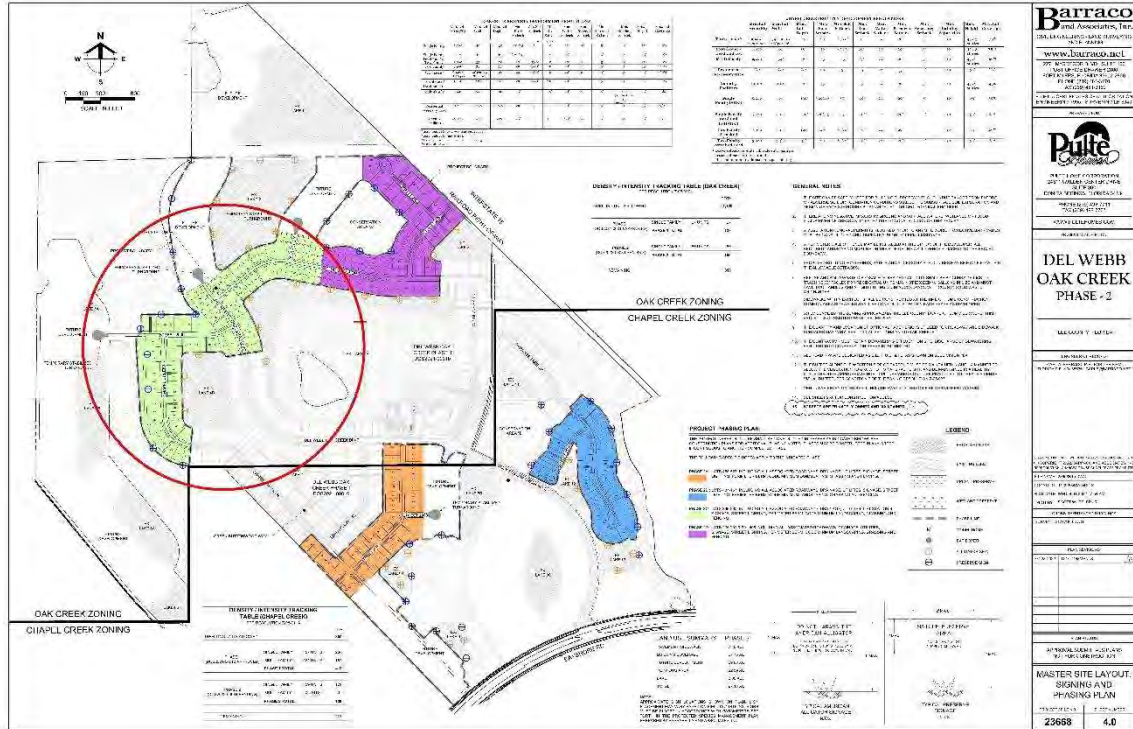
	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A*	\$ 242,433.00	\$ 218,191.30	\$ 24,243.50	\$ 321,246.00	\$ 289,121.40	\$ 32,124.60	\$ 563,681.00	\$ 507,312.90	\$ 56,368.10
Phase 2B*	\$ 179,695.00	\$ 161,662.30	\$ 17,992.50	\$ 280,429.00	\$ 252,386.10	\$ 28,042.90	\$ 460,034.00	\$ 414,048.60	\$ 46,005.40
Phase 2C	\$ 468,960.00	\$ 422,064.00	\$ 46,896.00	\$ 1,002,044.50	\$ 901,840.05	\$ 100,204.45	\$ 1,471,004.50	\$ 1,323,904.05	\$ 147,100.45
Phase 2D*	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 596,035.80	\$ 66,226.20
Phase 2	\$ 1,165,050.00	\$ 1,048,545.00	\$ 116,505.00	\$ 1,991,931.50	\$ 1,792,756.35	\$ 199,195.15	\$ 3,157,001.50	\$ 2,841,301.35	\$ 315,700.15
Total Contract	\$ 1,165,050.00			\$ 2,011,851.50			\$ 3,177,901.50		
Billed to Date**	\$ 1,165,050.00			\$ 1,991,931.50			\$ 3,157,001.50		
Remaining Balance	\$ -			\$ 20,000.00			\$ 20,000.00		

* Phases 2A, 2B and 2D have been previously conveyed to the CDD (less remaining owed for retainage) and are therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

** Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 10, and does not account for retainage currently withheld.

EXHIBIT B

PHASING PLAN



Barraco
 and Associates, Inc.
 1111 WEST 10TH AVENUE
 SUITE 100
 DENVER, CO 80202
 WWW.BARRACO.COM

Del Webb
 OAK CREEK
 PHASE 2

**MASTER SITE LAYOUT
 SIGNING AND
 PHASING PLAN**

23688 4.0

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Del Webb Oak Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

Utilities - All wastewater lines and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, related work product, equipment and appurtenances thereto, located within or upon that certain real property owned by the Seller, which is located entirely within Lee County, Florida and described below:

(See Exhibit “A” attached hereto and incorporated herein).

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be delivered in its name this ____ day of _____, 2024.

SELLER:

Signed, sealed and delivered
in the presence of:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

Print Name: _____

By: _____
Naomi Robertson,
Vice President of Finance

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024, by Naomi Robertson, as Vice President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of said company, who is personally known to me.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A

Legal Description

All wastewater improvements, located within or upon those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Total for all of the foregoing:

Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
[\$1,002,044.50]	[\$901,840.05]	[\$100,204.45]

This amount is included as part of the overall Series 2023 Project Construction total costs, Phase 2C Potable Water and Wastewater Improvements, detailed more specifically below:

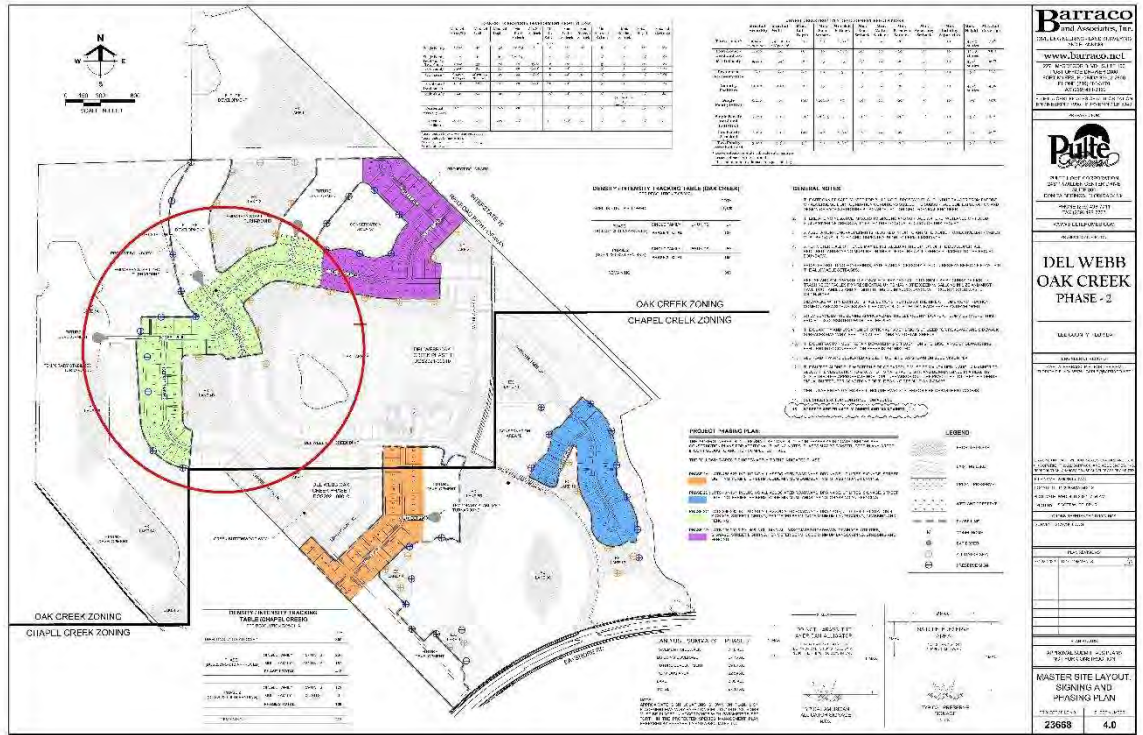
**Del Webb Oak Creek CDD Eligibility Breakdown
(Acquisition of Phase 2C Potable Water and Wastewater Improvements)
Oak Creek Phase 2 (Gulf Coast Underground Job No. 202308)**

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A*	\$ 242,433.00	\$ 216,191.50	\$ 24,243.50	\$ 321,246.00	\$ 289,121.40	\$ 32,124.60	\$ 563,681.00	\$ 507,312.90	\$ 56,368.10
Phase 2B**	\$ 173,625.00	\$ 161,662.50	\$ 11,962.50	\$ 380,429.00	\$ 252,386.10	\$ 128,042.90	\$ 459,054.00	\$ 414,048.60	\$ 45,005.40
Phase 2C	\$ 468,960.00	\$ 422,064.00	\$ 46,896.00	\$ 1,002,044.50	\$ 901,840.05	\$ 100,204.45	\$ 1,471,004.50	\$ 1,343,904.05	\$ 127,100.45
Phase 2D*	\$ 274,030.00	\$ 246,927.00	\$ 27,103.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 596,335.80	\$ 65,926.20
Phase 2	\$ 1,166,050.00	\$ 1,048,855.00	\$ 116,505.00	\$ 1,991,951.50	\$ 1,792,736.35	\$ 199,195.15	\$ 3,157,001.50	\$ 2,841,301.35	\$ 315,700.15
Total Contract	\$ 1,166,050.00			\$ 2,011,951.50			\$ 3,177,001.50		
Billed to Date**	\$ 1,166,050.00			\$ 1,991,951.50			\$ 3,157,001.50		
Remaining Balance	\$ -			\$ 20,000.00			\$ 20,000.00		

* Phases 2A, 2B and 2D have been previously conveyed to the CDD (less remaining owed for retainage) and are therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

** Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 10, and does not account for retainage currently withheld.

EXHIBIT B PHASING PLAN



Barraco
and Associates, Inc.
CONSULTING ENGINEERS ARCHITECTS

Del Webb Oak Creek Phase 2

DEL WEBB OAK CREEK PHASE - 2

MASTER SITE LAYOUT, SIGNING AND PHASING PLAN

23688 4.0

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Del Webb Oak Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by **Lee County, Florida**, a political subdivision of the State of Florida, whose address for purposes hereof is 2120 Main Street, Fort Myers, Florida 33901 (“**County**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

Utilities - All potable water lines and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, facilities, related work product, equipment and appurtenances thereto, located within or upon that certain real property owned by the Seller, which is located entirely within Lee County, Florida and described below:

(See Exhibit “A” attached hereto and incorporated herein).

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name
this ____ day of _____, 2024.

Signed, sealed and delivered
in the presence of:

**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Witnessed:

Print Name: _____

Print Name: Scott Brooks
Title: Chairperson, Board of Supervisors

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence
or ___ online notarization, this _____ day of _____, 2024, by Scott Brooks, as
Chairperson of **Del Webb Oak Creek Community Development District**, and who has
personally appeared before me and is personally known to me.

(NOTARY SEAL)

Notary Public Signature

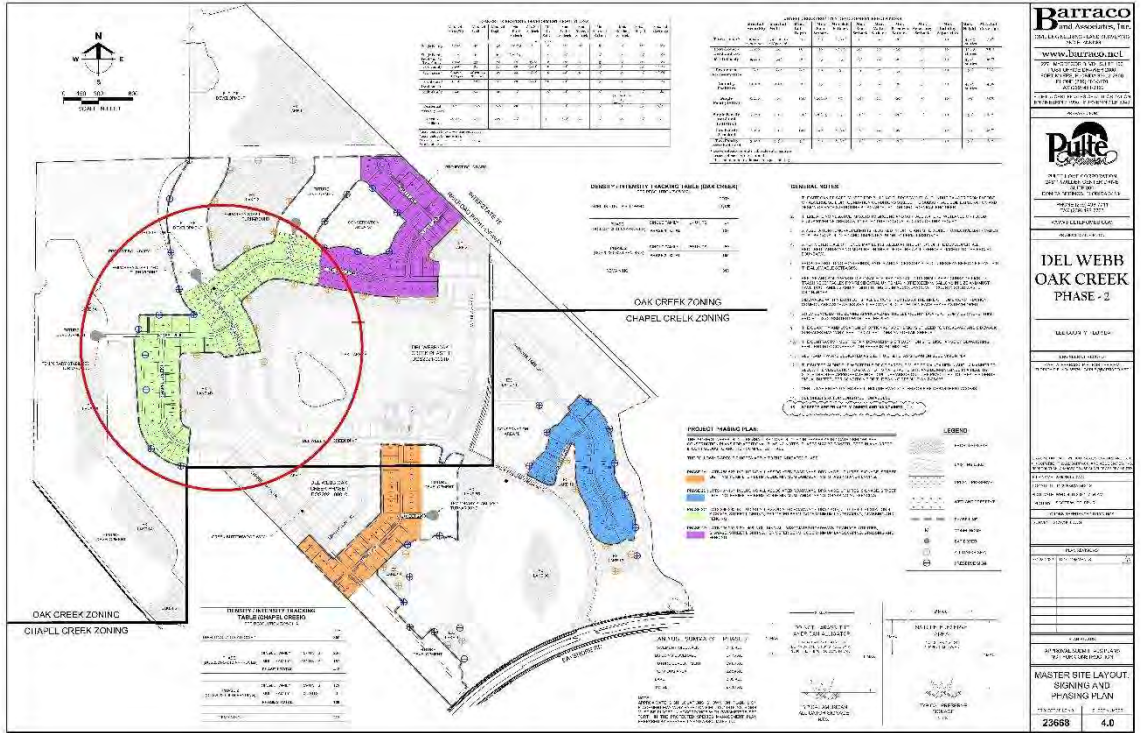
(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A

Legal Description

All potable water improvements located within or upon Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements, located within or upon those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

EXHIBIT B PHASING PLAN



Barraco
and Associates, Inc.
23688 4.0

Pulte
Construction

DEL WEBB OAK CREEK PHASE - 2

MASTER SITE LAYOUT, SIGNING AND PHASING PLAN

23688 4.0

Return to:

Florida Governmental Utility Authority
280 Wekiva Springs Road, Suite 2070
Longwood, FL 32779

BILL OF SALE

THE BILL OF SALE evidencing the sale and conveyance of the wastewater utility facilities described herein is made this _____ day of _____ 2024, by the **DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”), whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (hereinafter referred to as "Seller"), to the **FLORIDA GOVERNMENTAL UTILITY AUTHORITY**, a legal entity and public body created by interlocal agreement pursuant to section 163.01(7), *Florida Statutes*, with its Operations Offices located at 280 Wekiva Springs Road, Suite 2070, Longwood, Florida, 32779 (hereinafter referred to as "Buyer")

WITNESSETH:

That said Seller, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Seller in hand paid by the said Buyer, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the Buyer, and the Buyer’s heirs, successors and assigns forever, all those certain wastewater utility facilities lying within the following described land, situate, lying and being in LEE County, Florida, to wit:

(See Exhibit “A” attached hereto and incorporated by reference herein).

The Seller, for itself and its successors, hereby covenants to and with the Buyer and its successors and assigns that it is the lawful owner of the said goods and chattels herein referred to as utility facilities; that said goods and chattels are free from all liens and encumbrances; that it has good right, title and authority to sell same, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever. Seller and Buyer are used for singular or plural, as the context requires. Seller also certifies that the cost of the goods and chattels most recently installed into the land described in Exhibit "A" is as indicated in Exhibit "B" attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, the Seller has caused these presents to be executed the date and year first above written.

Signed, sealed and delivered in the presence of:

SELLER: **DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**

Scott Brooks, Chairperson, Board of Supervisors

Witness

Witness

Print Name

Print Name

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024 by Scott Brooks, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Printed Name: _____

My Commission Expires: _____

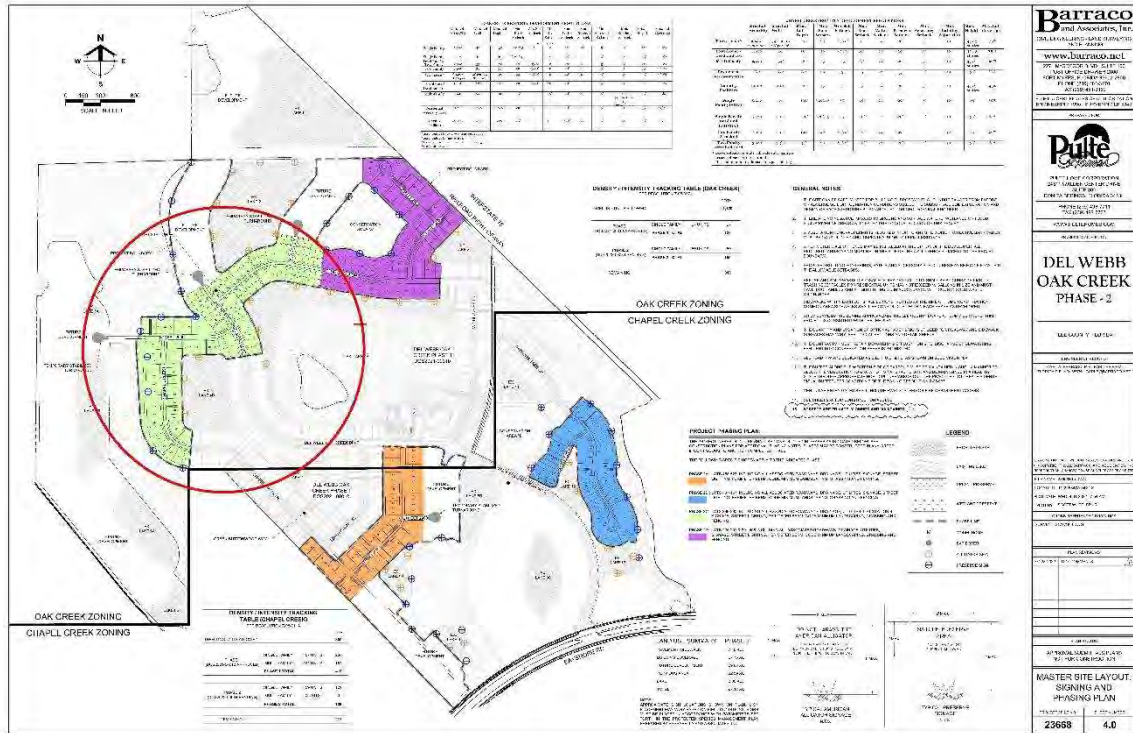
Exhibit "A"

INSERT DESCRIPTION OF THE LAND CONTAINING THE UTILITY FACILITIES BEING CONVEYED TO THE FGUA WITH SMALL SCALE GRAPHIC DEPICTION (I.E. UTILITY AS-BUILT/RECORD DRAWING)

Those certain areas designated as Tracts "R-1" through "R-3" (Roadways), and the Public Utility Easements specifically identified in the Phasing Plan labeled as "Attachment A", and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Attachment A

Phasing Plan



**Florida Governmental Utility Authority
List of Contributory Assets**

Project Name: **Del Webb Oak Creek 2C 23-064 NFMD**

System Name: _____

LIST OF MATERIALS (check one)

- WATER
- WASTEWATER
- RECLAIMED WATER

Item	Description	Unit	Quantity	Unit Price	Extended Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
TOTAL					\$

Project Name: Del Webb Oak Creek 2C 23-064 NFMD

ATTORNEY'S AFFIDAVIT

STATE OF Florida

COUNTY OF Leon

ON THIS ____ day of _____, 2024, before me personally appeared Alyssa C. Willson, a licensed attorney authorized to practice in the State of Florida and a Partner with Kutak Rock LLP, which serves by contract as general counsel to the Del Webb Oak Creek Community Development District, to me personally known, whose current business address and telephone number is **Kutak Rock LLP, 107 West College Avenue, Tallahassee, Florida 32301 Ph: (850) 692-7300** (hereinafter "Affiant"), who, being duly sworn on her oath, does say:

1. This Affidavit is given as an inducement to the Florida Governmental Utility Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes to accept the dedication or conveyance of **Del Webb Oak Creek Series 2023 – Phase 2 Wastewater Improvements** utility facilities located within or upon the real property described in the attached Exhibit "A", which is incorporated herein by reference, said land being located in Lee County, Florida.

2. The Del Webb Oak Creek Community Development District is current and active within the State of Florida and is a duly constituted community development district pursuant to the laws of the State of Florida. Scott Brooks is authorized to execute the instruments on behalf of the entity in conjunction with the conveyance of the subject real and personal property.

3. Affiant further states that the information contained in this Affidavit is true, correct and current as of the date this Affidavit is given.

Further Affiant sayeth naught.

(Signature)

(Print Name)

State of Florida

County of Leon

Sworn and subscribed before me this ____ day of _____, 2024, by Alyssa C. Willson who is personally known to me and who did take an oath.

Name typed: _____

Notary Public Commission _____

My Commission Expires: _____

EXHIBIT A

All of the infrastructure being conveyed lies within those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

**OWNER'S AFFIDAVIT,
NON-FOREIGN CERTIFICATE, TAXPAYER IDENTIFICATION &
REPRESENTATIVE CAPACITY DISCLOSURE**

A. OWNER'S AFFIDAVIT

ON THIS _____ day of _____, 20____, before me personally appeared Scott Brooks, Chairperson of the Board of Supervisors of Del Webb Oak Creek Community Development District (hereinafter referred to as the "Owner") to me personally known, whose current business address and telephone number is 2501A Burns Road, Palm Beach Gardens, Florida 33410; phone (561) 630-4922 (hereinafter "Affiant"), who, being duly sworn on [his or her] oath, does say:

1. I am over 21 years of age and have personal knowledge of the facts contained herein.
2. Del Webb Oak Creek Community Development District is the Owner of the property located in Lee County, Florida that is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property").
3. There is no outstanding contract for the sale of the Property to any person or persons whomsoever, nor any unrecorded deed, mortgage or other conveyances affecting the title to the Property.
4. There are no liens, encumbrances, mortgages, claims, boundary line or other disputes, demands or security interests in, on or against the Property or any goods, furnishings, appliances, fixtures or equipment now installed in or which are to be affixed to the Property; (except mortgages described in the deed given by the undersigned); that there are no unpaid taxes, levies, assessments, paving liens or utility liens against the Property (other than real estate taxes for the current year).
5. All of the persons, firms, and corporations, including the general contractor and all subcontractors, who have furnished services, labor, or materials according to plans and specifications,

or extra items, used in the construction or repair of wastewater utility facilities on the Property, have been paid in full and that such work has been fully completed and accepted by the Owner.

6. No claims have been made to the Owner by, nor is any suit now pending on behalf of, any contractor, subcontractor, laborer, or materialman, and further no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the subject utility facilities placed upon or installed in the aforesaid Property.

7. The utility facilities described herein are not included in, encumbered by, or subject to any real property mortgage, chattel mortgage, security agreement, Uniform Commercial Code financing statement, or any other encumbrance.

8. The Owner is in sole constructive or actual possession of the Property and no other person has any right to possession of the Property, or asserts any claim of title or other interests in it.

9. Affiant represents there are no violations of governmental laws, regulations or ordinances pertaining to the use of the Property.

10. Affiant, as and on behalf of the Owner of the subject utility facilities, does for valuable consideration hereby agree and guarantee, to hold the Florida Governmental Utility Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes, its officers and officials harmless against any lien, claim or suit by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages, security interests or repair of the subject utility facilities. Affiant is used as singular or plural, as the context requires.

B. NON-FOREIGN CERTIFICATE AND REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

(Section B is only required if Developer is conveying a fee interest in the Property to the FGUA via a Warranty Deed.)

~~Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax at a rate of 10% of the amount realized on the disposition if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of an U.S. real property interest by the transferor, the undersigned hereby swears, affirms and certifies the following as or on behalf of the Owner:~~

Owner's Legal name is: _____

1. Owner's Home Address or Office Address if Corporation, Partnership or Trust:

2. Owner is not a non-resident alien (if individual) or a foreign corporation, foreign trust or foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

In connection with the sale or exchange of the Property you are required by law to provide the Florida Governmental Utility Authority with your correct tax payer identification number (TIN). If you do not so provide your TIN, you may be subject to civil or criminal penalties imposed by law.

3. Owner's Taxpayer Identification Number: _____ (Initial)

or: _____ (Initial)

(TIN or SSN for individuals)

4. For purposes of reporting this transaction to the Internal Revenue Service on Form 1099-B, the Property is Owner's (check one): _____ Principal Residence

_____ Other Real Estate

This taxpayer identification number is being provided in connection with a real and/or personal property transaction.

The undersigned understand that this Certificate may be disclosed to the Internal Revenue Service by the Florida Governmental Utility Authority and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document as or behalf of the Owner, and that the number shown on this document as or on behalf of the Owner, and that the number shown on this statement is Owner's correct TIN or SSN.

Owner states that this instrument is given for the express purpose of inducing the Florida Governmental Utility Authority, to accept the interest in the Property as described in Exhibit "A."

C. SECTION 286.23 REPRESENTATIVE CAPACITY DISCLOSURE

(Section C is only required if Developer is conveying a fee interest in the Property to the FGUA via a Warranty Deed.)

In 1974 the Florida State Legislature enacted legislation, Section 286.23, providing that persons or entities, with few exceptions, holding real property in the form of a partnership, limited partnership, corporation, trust, or in any form of representative capacity shall make a written public disclosure under oath of the name and address of every person having a beneficial interest in the real property before the property held in such capacity is conveyed to the FGUA.

Please furnish the names and addresses of each person holding a beneficial interest in the Property or proof that the Owner is exempt from the reporting requirements of section 286.23 of the Florida Statutes and attach the pertinent data specified hereto as Exhibit "B." As this disclosure should be made under oath subject to the penalties prescribed for perjury and returned to the FGUA at least ten (10) days prior to the date of conveyance of the Property, if Exhibit "B" is attached it shall be considered part of this affidavit and incorporated herein with equal status as all other parts of this affidavit.

[Remainder of page intentionally left blank.]

Further Affiant sayeth naught.

This Affidavit is made under the full understanding of the law regarding liability for any misrepresentation herein.

Dated this _____ day of _____, 2024.

Signature

Scott Brooks, Chairperson, Board of Supervisors
Print Name & Title

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024. by Scott Brooks, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Printed Name: _____

My Commission Expires: _____

EXHIBIT A

INSERT DESCRIPTION OF THE LAND CONTAINING THE UTILITY FACILITIES BEING CONVEYED TO THE FGUA WITH SMALL SCALE GRAPHIC DEPICTION (I.E. UTILITY AS-BUILT/RECORD DRAWING)

All wastewater improvements located within those certain areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in the Phasing Plan labeled as “Attachment A”, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Attachment A Phasing Plan

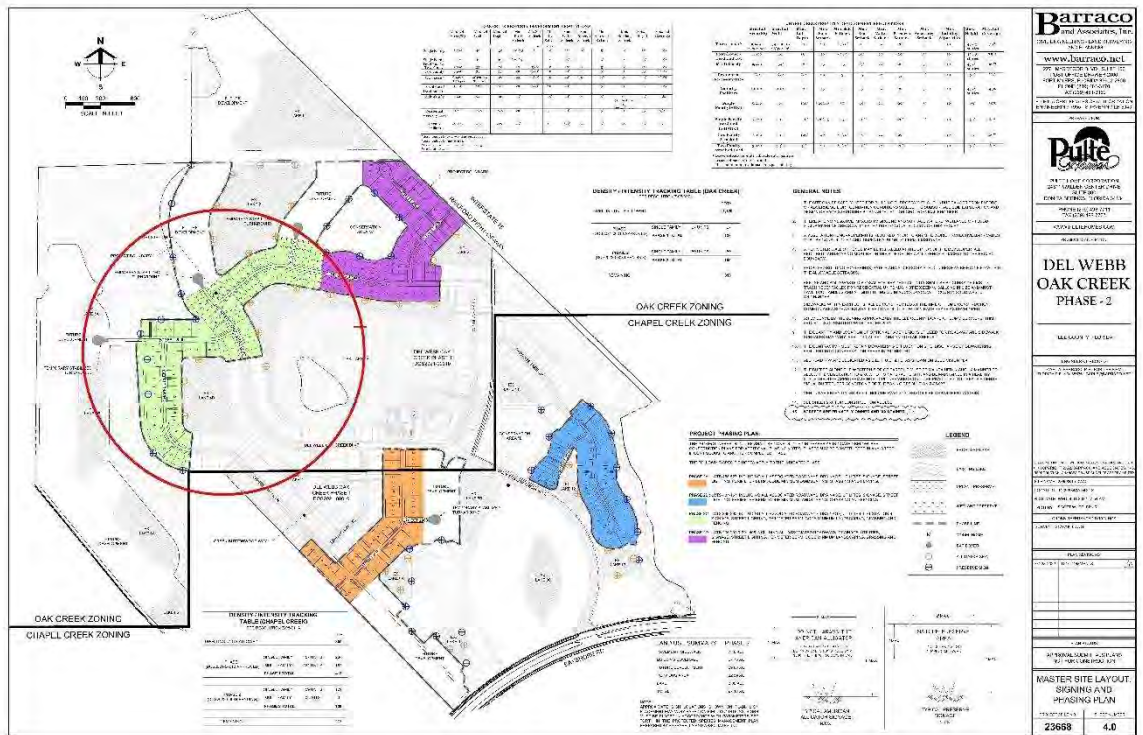


EXHIBIT B

INSERT NAMES AND ADDRESSES OF ALL PERSONS HAVING A BENEFICIAL INTEREST IN THE PROPERTY OR REASON OWNER IS EXEMPT FROM THE DISCLOSURE REQUIREMENTS OF SECTION 286.23 OF THE FLORIDA STATUTES.

(Exhibit B is only required if Developer is conveying a fee interest in the Property to the FGUA via a Warranty Deed.)

NOT REQUIRED

OWNER'S RELEASE OF LIEN

Know all men by these presents, that Del Webb Oak Creek Community Development District, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby waive, release, remise and relinquish any and all right to claim any lien or liens for work done, material furnished, or any kind or class of lien whatsoever on the following described property:

Del Webb Oak Creek 2C 23-064 NFMD
Project Name and FGUA Project Number

Dated this _____ day of _____, 2024.

Signature

Scott Brooks
Printed Name

Chairperson, Board of Supervisors
Title

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024 by Scott Brooks, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Printed Name: _____

My Commission Expires: _____

This release must be executed by an officer or authorized agent of the company

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023
(2023 PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Del Webb Oak Creek 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 Trust Company, National Association, as trustee (the “Trustee”), dated as of February 1, 2023, as supplemented by that certain First Supplemental Trust Indenture dated as of February 1, 2023 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 5
- (B) Identify Acquisition Agreement, if applicable: *Amended and Restated Acquisition Agreement (Series 2023 Project), by and between Del Webb Oak Creek Community Development District and Pulte Home Company, LLC, dated March 8, 2023.*
- (C) Name of Payee: Pulte Home Company, LLC
- (D) Amount Payable: **[\$1,323,904.05]**
- (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): *The Master Trade Contractor Agreement, and Work Order No. 1 to the Master Trade Agreement, dated July 11, 2023.*
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund.

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 2023 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2023 Project; and
4. each disbursement represents a Cost of 2023 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 are on file with the District.

[signatures contained on following page]

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Scott Brooks
Responsible Officer

Date: _____, 2024

[continued next page]

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2023 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Carl A. Barraco, P.E.
Consulting Engineer

DEVELOPER LETTER

_____, May 31, 2024

Board of Supervisors
Del Webb Oak Creek Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

RE: Acquisition of Del Webb Oak Creek Series 2023 Project Infrastructure- Phase 2B and Phase 2D Potable Water and Wastewater Improvements

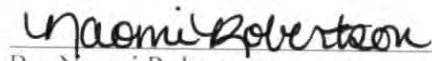
Dear Ms. Krizen,

We are writing to request that the Del Webb Oak Creek Community Development District (“**District**”) acquire from Pulte Home Company, LLC (“**Developer**”) the public infrastructure improvements and/or work product set forth in **Exhibit A**, which is attached hereto. Developer created the improvements and/or work product consistent with the District *Engineer’s Report*, dated July 11, 2022, prepared by the District Engineer and the improvements and/or work product are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements and work product to the District in exchange for the payment of **\$1,010,084.40** representing the actual cost of creating and/or constructing such improvements and work product. Please have the funds made payable to the Developer. In connection with this conveyance, the Developer agrees to pay all remaining costs for the District infrastructure as indicated on **Exhibit A**.

[signatures appear on following page]

Sincerely,

PULTE HOME COMPANY, LLC



By: Naomi Robertson

Its: Vice President of Finance

ACKNOWLEDGED AND AGREED TO BY:



Scott Brooks

Chairperson, Board of Supervisors

Del Webb Oak Creek Community Development District

Exhibit A: Description of Improvements and/or Work Product

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

All potable water lines and wastewater lines, and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, related work product, equipment and appurtenances thereto, located within or upon those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Total for all of the foregoing:

Del Webb Oak Creek CDD Eligibility Breakdown
(Phase 2B and Phase 2D Potable Water and Wastewater Improvements)
Oak Creek Phase 2 (Gulf Coast Underground Job No. 202308)

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A ¹									
Phase 2B	\$ 179,625.00	\$ 161,662.50	\$ 17,962.50	\$ 280,429.00	\$ 252,386.10	\$ 28,042.90	\$ 460,054.00	\$ 414,048.60	\$ 46,005.40
Phase 2C ²									
Phase 2D	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 596,035.80	\$ 66,226.20
Phase 2	\$ 453,655.00	\$ 408,289.50	\$ 45,365.50	\$ 668,661.00	\$ 601,794.90	\$ 66,866.10	\$ 1,122,316.00	\$ 1,010,084.40	\$ 112,231.60

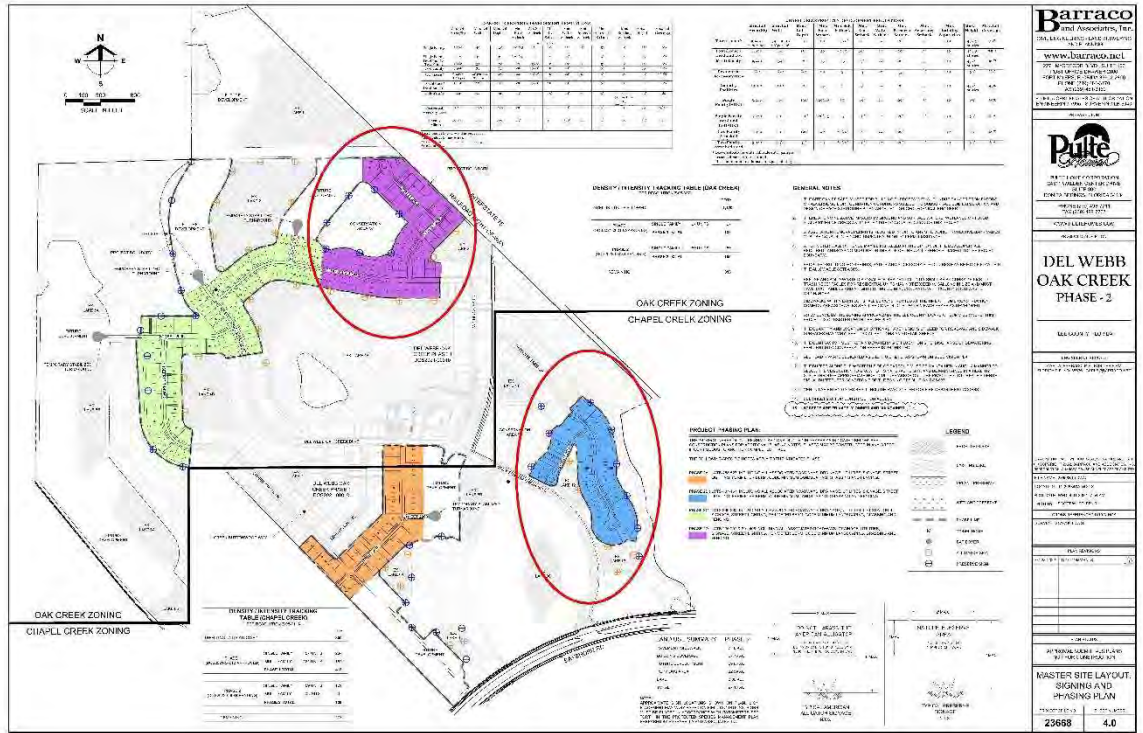
Total Contract	\$ 1,165,050.00
Billed to Date**	\$ 855,116.90
Remaining Balance	\$ 309,933.10

Total Contract	\$ 2,014,951.50
Billed to Date**	\$ 1,695,308.75
Remaining Balance	\$ 316,642.75

Total Contract	\$ 3,177,001.50
Billed to Date**	\$ 2,350,425.65
Remaining Balance	\$ 826,575.85

¹ Phases 2A and 2C are not being conveyed at this time and are therefore excluded from this analysis, however these amounts are represented in the Total Contract, Billed to Date, and Remaining Balance
² Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 8

EXHIBIT B PHASING PLAN



AFFIDAVIT REGARDING COSTS PAID

STATE OF _____
COUNTY OF _____

I, Naomi Robertson, as Vice-President of Finance of **Pulte Home Company, LLC**, a Michigan limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Naomi Robertson, and I am Vice-President of Finance of **Pulte Home Company, LLC**, a Michigan limited liability company (“**Developer**”). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Del Webb Oak Creek Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The District *Engineer’s Report*, dated July 11, 2022 (“**Engineer’s Report**”) describes certain public infrastructure improvements and/or work product 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. Pursuant to contracts in place between Developer and certain contractors and construction related professionals, as may be more particularly identified on the attached **Exhibit A**, Developer has expended funds to develop improvements that are included and described in the Engineer’s Report and are part of the District’s capital improvement plan. The attached **Exhibit A** accurately identifies the completed improvements and states, at least in part, the amounts that Developer has spent on the completed improvements. No money other than retainage is owed to any contractors or subcontractors for any work performed on the completed improvements. Developer remains obligated to fund any associated retainage.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed improvements that Developer has developed consistent with the Engineer’s Report.

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

[CONTINUED ON NEXT PAGE]

Executed this 31 day of May, 2024.

PULTE HOME COMPANY, LLC, a Michigan limited liability company

Naomi Robertson
By: Naomi Robertson
Its: Vice-President of Finance

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of May, 2024, by Naomi Robertson, as Vice President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)



Michelle Krizen
Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A: Description of Improvements and/or Work Product

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

All potable water lines and wastewater lines, and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, related work product, equipment and appurtenances thereto, located within or upon those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Total for all of the foregoing:

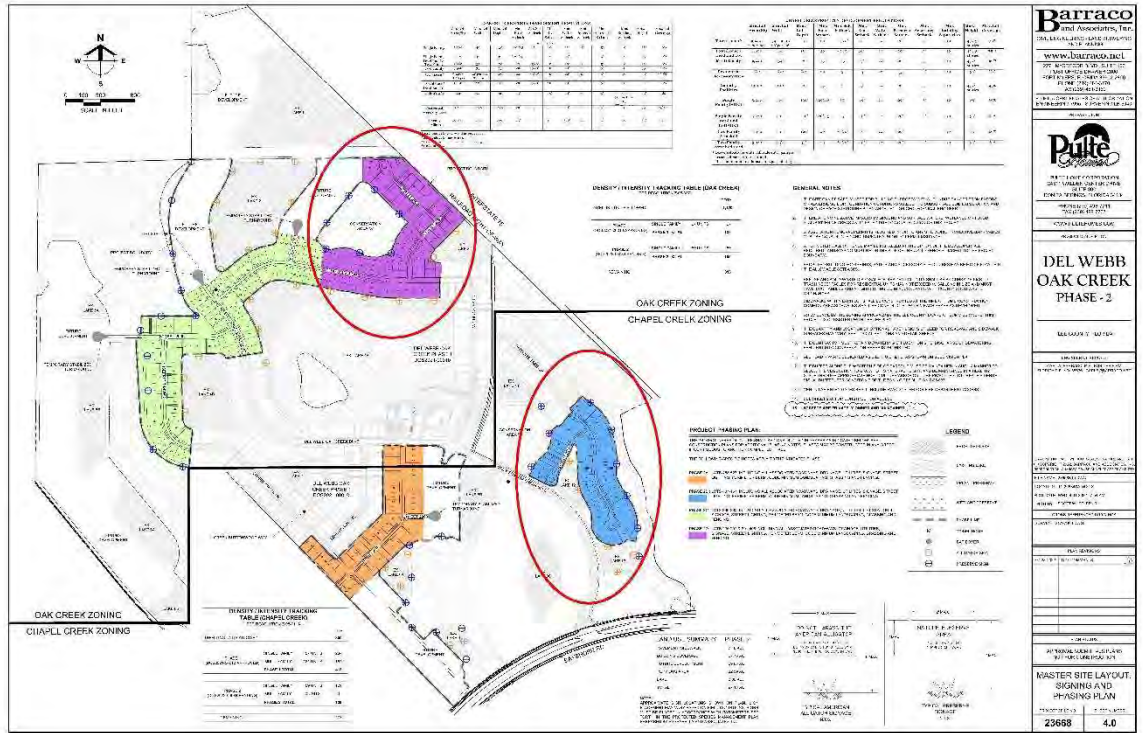
Del Webb Oak Creek CDD Eligibility Breakdown
(Phase 2B and Phase 2D Potable Water and Wastewater Improvements)
Oak Creek Phase 2 (Gulf Coast Underground Job No. 202308)

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A*									
Phase 2B	\$ 179,625.00	\$ 161,662.50	\$ 17,962.50	\$ 280,429.00	\$ 252,386.10	\$ 28,042.90	\$ 460,054.00	\$ 414,048.60	\$ 46,005.40
Phase 2C*									
Phase 2D	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 358,232.00	\$ 349,408.80	\$ 8,823.20	\$ 662,262.00	\$ 596,035.80	\$ 66,226.20
Phase 2	\$ 453,655.00	\$ 408,289.50	\$ 45,365.50	\$ 668,661.00	\$ 601,794.90	\$ 66,866.10	\$ 1,122,316.00	\$ 1,010,084.40	\$ 112,231.60

Total Contract	\$ 1,165,050.00	Total Contract	\$ 2,014,054.50	Total Contract	\$ 3,177,094.50
Billed to Date**	\$ 855,116.90	Billed to Date**	\$ 1,605,308.75	Billed to Date**	\$ 2,550,425.65
Remaining Balance	\$ 299,933.10	Remaining Balance	\$ 316,642.75	Remaining Balance	\$ 606,575.85

* Phases 2A and 2C are not being conveyed at this time and are therefore excluded from this analysis, however these amounts are represented in the Total Contract, Billed to Date, and Remaining Balance
 ** Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 8

EXHIBIT B PHASING PLAN



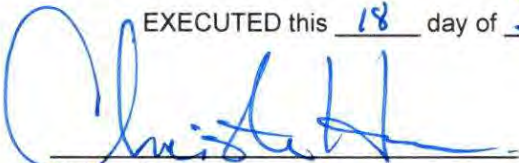
**RECEIPT AND WAIVER OF LIEN
FOR WORK/MATERIALS SUPPLIED**

1. Name of Contractor Requesting payment: Gulf Coast Underground, Inc.
2. Name of Owner: Pulte Home Company, LLC
3. Identification of Project: Del Webb Oak Creek, Bayshore Rd., North Ft. Myers, FL
4. Amount of requested payment: \$447,347.34
5. Total received by the undersigned to date (excluding the requested payment) with respect to all labor performed and/or materials supplied by the undersigned to the Project: Del Webb Oak Creek, Bayshore Rd., North Fort Myers, FL.
\$447,347.34 covers all work performed and materials supplied from Gulf Coast Underground, Inc.
6. The date through which work has been performed and/or materials supplied to the Project for which the amount in Item 4 is being requested: 04/30/2024

The undersigned is requesting payment for labor performed and/or materials supplied to the Project in the amount in Item 4 above as payment in full for labor performed and/or materials supplied through the Request Date, as set forth on the invoice(s) attached to this instrument. The undersigned hereby agrees and warrants to the Owner as follows:

- a) The undersigned waives and releases the land and buildings comprising the Project, and the Owner, from all liens and claims, including mechanics' liens, for all work performed and materials supplied to the Project to the date specified in Item 5 above;
- b) Upon receipt of the requested amount specified in Item 4 above, the undersigned waives and releases the land and buildings comprising the Project, and the Owner, from all claims and liens including liens for labor and materials, with respect to payment for any and all labor performed and/or materials supplied in connection with the Project to and including the Request Date;
- c) The undersigned hereby warrants and represents that all of the undersigned's subcontractors and material suppliers with respect to said work are paid in full, and the undersigned will indemnify the Owner against all loss, liability and expense which the Owner may suffer or incur as a result of any claims or liens against the Owner, the Project or the land and buildings comprising the Project by the undersigned and any subcontractor or material supplied, or any other person claiming by, under or through the undersigned; and,
- d) The undersigned's obligations under the preceding two paragraphs shall inure to the benefit of the Owner, the Owner's mortgagee(s) who hold or may hold a lien on the Project property and to each insurance company who shall have any liability with respect to any title insurance policy on the Project property.

EXECUTED this 18 day of June, 2024



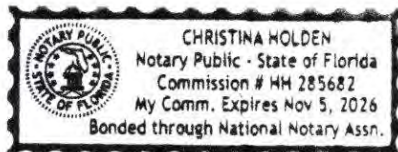
Notary Seal

Subcontractor: Gulf Coast Underground, Inc.

By: 

Its:





**CERTIFICATE OF DISTRICT ENGINEER
RELATING TO DEL WEBB OAK CREEK SERIES 2023 PROJECT
ACQUISITION 2**

June 6, 2024

Board of Supervisors
Del Webb Oak Creek Community Development District

Re: Del Webb Oak Creek Community Development District
Acquisition of Del Webb Oak Creek Series 2023 Project Infrastructure - Phase 2B and
Phase 2D Potable Water and Wastewater Improvements

Ladies and Gentlemen:

The undersigned, a representative of Barraco and Associates, Inc. ("**District Engineer**"), as District Engineer for the Del Webb Oak Creek Community Development District ("**District**"), hereby makes the following certifications in connection with an acquisition of certain Del Webb Oak Creek Series 2023 Project work product ("**Work Product**") and improvements ("**Improvements**"), as described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate and **Exhibit A** attached hereto. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Work Product and Improvements, including but not limited to, the forms of agreement, plans, invoices, and other documents.
2. The Work Product and Improvements are within the scope of the Del Webb Oak Creek Series 2023 Project as set forth in the *Engineer's Report*, dated July 11, 2022, prepared by the District Engineer ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The total costs, excluding retainage, associated with the Work Product and Improvements are **\$1,010,084.40**. Such costs are equal to or less than each of the following: (i) what was actually paid by Pulte Home Company, LLC, to create and/or construct the Work Product and Improvements, and (ii) the reasonable fair market value of the Work Product and Improvements.
4. All known plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District and/or District Staff, and, as applicable, have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product and Improvements.

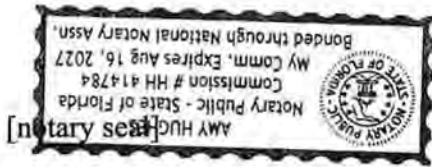
Under penalties of perjury, I declare that I have read the foregoing certificate and to the best of my knowledge, information, and belief, the facts stated in it are true.

BARRACO AND ASSOCIATES, INC.

By: *Carl A. Barraco*
Carl A. Barraco, P.E. 6-6-24

STATE OF FL
COUNTY OF Lee

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of June, 2024, by Carl A. Barraco, of Barraco and Associates, Inc., a Florida corporation, on behalf of the company.



Amy Hughes
(Official Notary Signature & Seal)
Name: *Amy Hughes*
Personally Known
OR Produced Identification _____
Type of Identification _____

Exhibit A: Description of Improvements and/or Work Product

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

All potable water lines and wastewater lines, and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, related work product, equipment and appurtenances thereto, located within or upon those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Total for all of the foregoing:

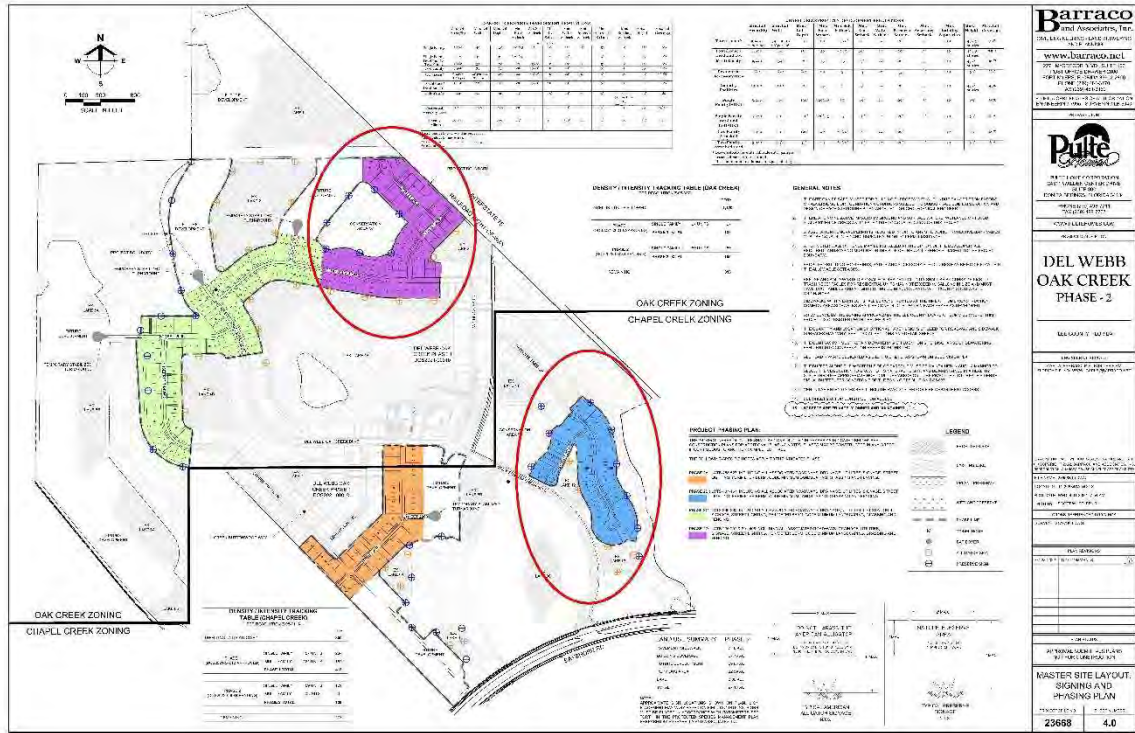
Del Webb Oak Creek CDD Eligibility Breakdown
(Phase 2B and Phase 2D Potable Water and Wastewater Improvements)
Oak Creek Phase 2 (Gulf Coast Underground Job No. 202308)

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A*									
Phase 2B	\$ 179,625.00	\$ 161,662.50	\$ 17,962.50	\$ 280,429.00	\$ 252,386.10	\$ 28,042.90	\$ 460,054.00	\$ 414,048.60	\$ 46,005.40
Phase 2C*									
Phase 2D	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 358,232.00	\$ 349,408.80	\$ 8,823.20	\$ 662,262.00	\$ 596,035.80	\$ 66,226.20
Phase 2	\$ 453,655.00	\$ 408,289.50	\$ 45,365.50	\$ 668,661.00	\$ 601,794.90	\$ 66,866.10	\$ 1,122,316.00	\$ 1,010,084.40	\$ 112,231.60

Total Contract	\$ 1,165,050.00	Total Contract	\$ 2,014,954.50	Total Contract	\$ 3,177,004.50
Billed to Date**	\$ 855,116.90	Billed to Date**	\$ 1,605,308.75	Billed to Date**	\$ 2,550,425.65
Remaining Balance	\$ 299,933.10	Remaining Balance	\$ 316,642.75	Remaining Balance	\$ 606,578.85

* Phases 2A and 2C are not being conveyed at this time and are therefore excluded from this analysis, however these amounts are represented in the Total Contract, Billed to Date, and Remaining Balance
 ** Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 8

EXHIBIT B PHASING PLAN



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Del Webb Oak Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

Utilities - All potable water lines and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, facilities, related work product, equipment and appurtenances thereto, located within or upon that certain real property owned by the Seller, which is located entirely within Lee County, Florida and described below:

(See Exhibit “A” attached hereto and incorporated herein).

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.


[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be delivered in its name this 31st day of May, 2024.


SELLER:

Signed, sealed and delivered in the presence of:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company


Print Name: Michelle Krizen

By: Naomi Robertson
Naomi Robertson,
Vice President of Finance


Print Name: SCOTT BROOKS

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of May, 2024, by Naomi Robertson, as Vice President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of said company, who is personally known to me.

(NOTARY SEAL)

Michelle Krizen
Notary Public Signature



(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A

Legal Description

All potable water improvements located within or upon Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements, located within or upon those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Total for all of the foregoing:

Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
\$453,655.00	\$408,289.50	\$45,365.50

This amount is included as part of the overall Series 2023 Project Construction total costs, Phase 2B and Phase 2D Potable Water and Wastewater Improvements, detailed more specifically below:

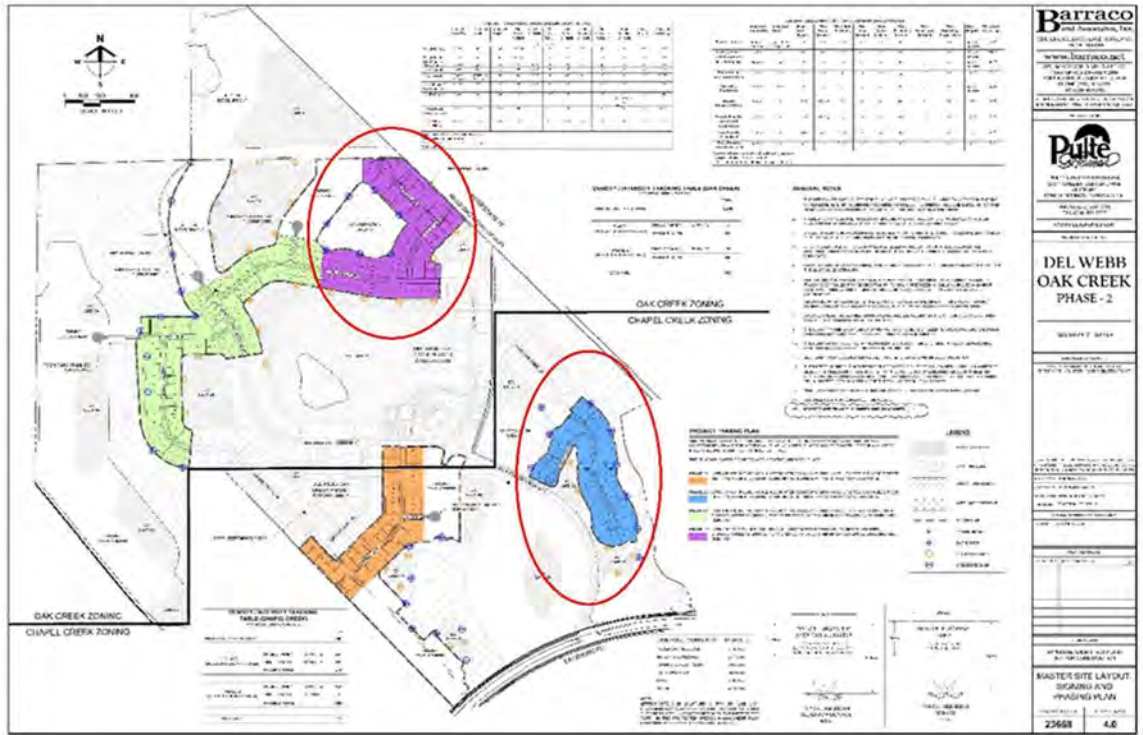
Del Webb Oak Creek CDD Eligibility Breakdown
(Phase 2B and Phase 2D Potable Water and Wastewater Improvements)
Oak Creek Phase 2 (Gulf Coast Underground Job No. 202308)

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A*									
Phase 2B	\$ 179,625.00	\$ 161,662.50	\$ 17,962.50	\$ 280,429.00	\$ 252,386.50	\$ 28,042.50	\$ 460,054.00	\$ 414,049.00	\$ 46,005.00
Phase 2C*									
Phase 2D	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,282.00	\$ 596,035.80	\$ 66,246.20
Phase 2	\$ 453,655.00	\$ 408,289.50	\$ 45,365.50	\$ 668,661.00	\$ 601,795.30	\$ 66,866.70	\$ 1,122,336.00	\$ 1,010,084.80	\$ 112,251.60

Total Contract	\$ 1,065,050.00	Total Contract	\$ 2,011,951.50	Total Contract	\$ 3,177,001.50
Billed to Date**	\$ 855,116.90	Billed to Date**	\$ 1,695,308.75	Billed to Date**	\$ 2,550,425.65
Remaining Balance	\$ 209,933.10	Remaining Balance	\$ 316,642.75	Remaining Balance	\$ 626,575.85

* Phases 2A and 2C are not being conveyed at this time and are therefore excluded from this analysis, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance
 ** Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 8

EXHIBIT B PHASING PLAN



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Del Webb Oak Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

Utilities - All wastewater lines and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, related work product, equipment and appurtenances thereto, located within or upon that certain real property owned by the Seller, which is located entirely within Lee County, Florida and described below:

(See Exhibit “A” attached hereto and incorporated herein).

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be delivered in its name this 31st day of May, 2024.

SELLER:

Signed, sealed and delivered in the presence of:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

[Signature]
Print Name: PT HOME

By: Naomi Robertson
Naomi Robertson,
Vice President of Finance

[Signature]
Print Name: SCOTT BROOKS

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of May, 2024, by Naomi Robertson, as Vice President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of said company, who is personally known to me.

(NOTARY SEAL)

Michelle Krizen
Notary Public Signature



(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A

Legal Description

All wastewater improvements, located within or upon those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Total for all of the foregoing:

Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
\$668,661.00	\$601,794.90	\$66,866.10

This amount is included as part of the overall Series 2023 Project Construction total costs, Phase 2B and Phase 2D Potable Water and Wastewater Improvements, detailed more specifically below:

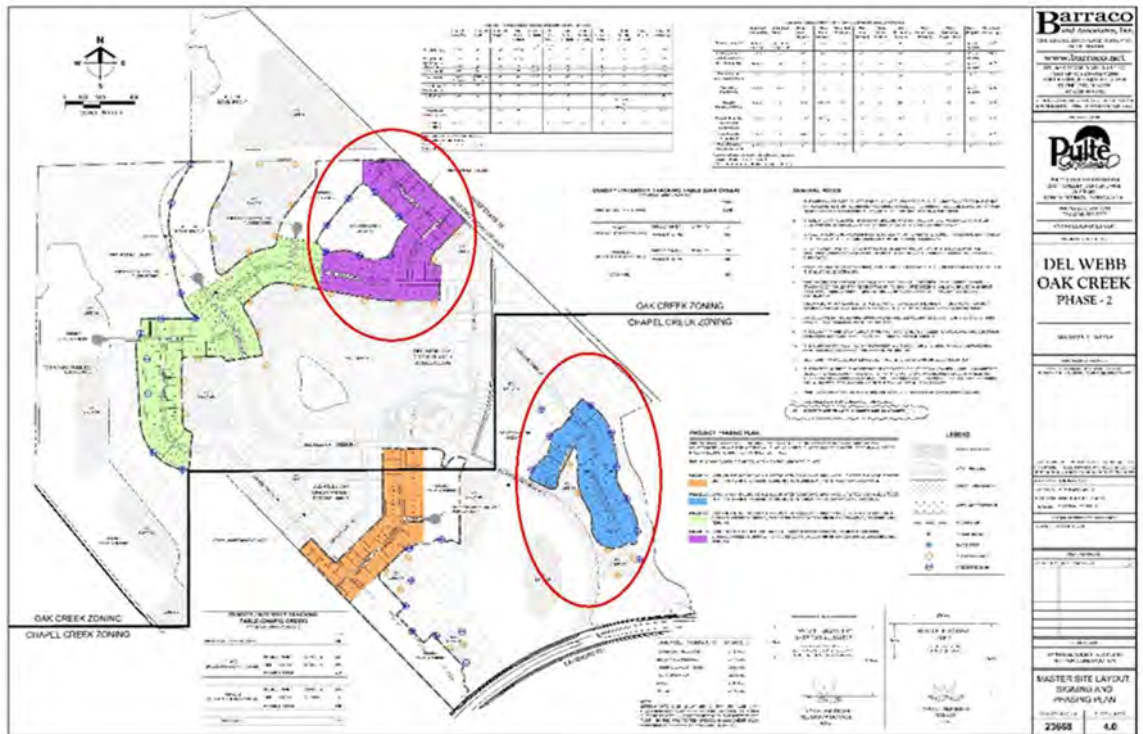
Del Webb Oak Creek CDD Eligibility Breakdown
(Phase 2B and Phase 2D Potable Water and Wastewater Improvements)
Oak Creek Phase 2 (Gulf Coast Underground Job No. 202308)

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2B	\$ 179,625.00	\$ 161,662.50	\$ 17,962.50	\$ 280,429.00	\$ 252,386.10	\$ 28,042.90	\$ 460,054.00	\$ 414,048.60	\$ 46,005.40
Phase 2D	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 596,033.80	\$ 66,228.20
Phase 2	\$ 453,655.00	\$ 408,289.50	\$ 45,365.50	\$ 668,661.00	\$ 601,794.90	\$ 66,866.10	\$ 1,122,316.00	\$ 1,010,082.40	\$ 112,233.60

Total Contract	\$ 1,165,090.00	Total Contract	\$ 2,011,953.50	Total Contract	\$ 3,177,043.50
Billed to Date**	\$ 855,116.90	Billed to Date**	\$ 1,695,308.75	Billed to Date**	\$ 2,550,425.65
Remaining Balance	\$ 309,973.10	Remaining Balance	\$ 316,644.75	Remaining Balance	\$ 626,617.85

* Phases 2A and 2C are not being conveyed at this time and are therefore excluded from this analysis, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance
** Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 8

EXHIBIT B PHASING PLAN



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Del Webb Oak Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by **Lee County, Florida**, a political subdivision of the State of Florida, whose address for purposes hereof is 2120 Main Street, Fort Myers, Florida 33901 (“**County**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

Utilities - All potable water lines and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, facilities, related work product, equipment and appurtenances thereto, located within or upon that certain real property owned by the Seller, which is located entirely within Lee County, Florida and described below:

(See Exhibit “A” attached hereto and incorporated herein).

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name
this 31st day of MAY, 2024.

Signed, sealed and delivered
in the presence of:

**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Witnessed:
Erin Gill

Print Name: Erin Gill

Leticia S. Fairbrother

Print Name: Leticia S. Fairbrother

Laura A. Ray

Print Name: Laura Ray

Title: Vice Chairperson, Board of Supervisors

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 31 day of MAY, 2024, by Laura Ray, as Vice
Chairperson of **Del Webb Oak Creek Community Development District**, and who has
personally appeared before me and is personally known to me.

(NOTARY SEAL)



Leticia S. Fairbrother
Notary Public Signature

Leticia S. Fairbrother

(Name typed, printed or stamped)

Notary Public, State of Florida

Commission No. HH 45389

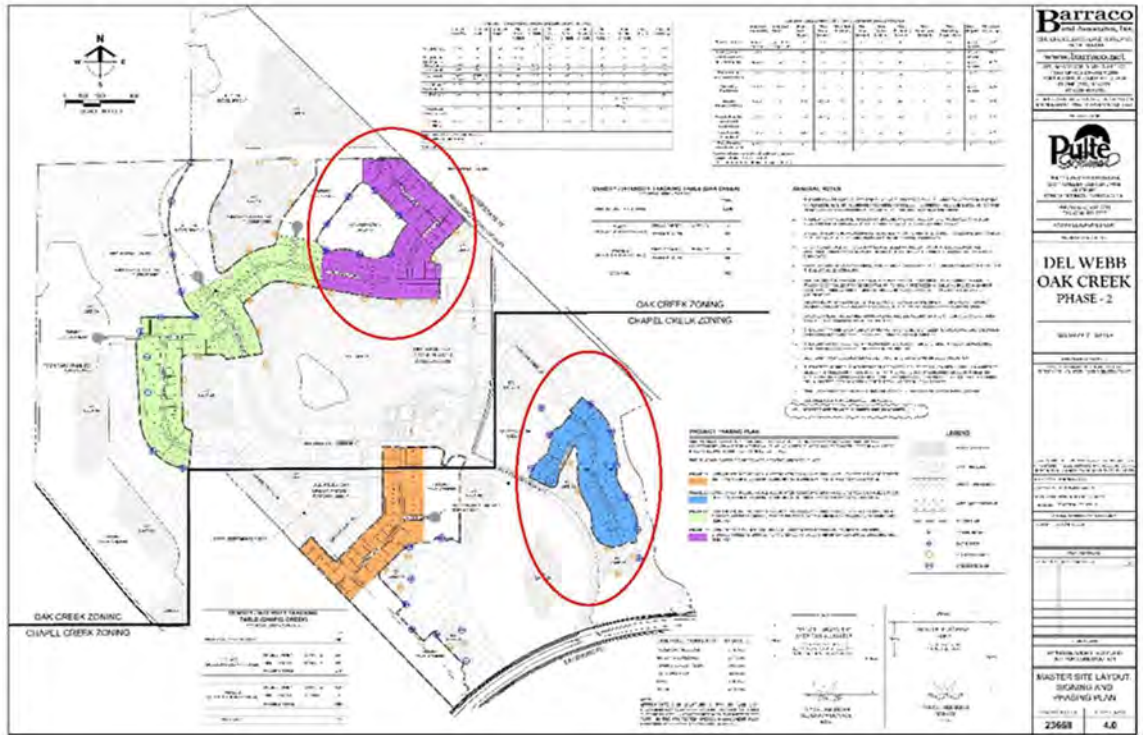
My Commission Expires: 9/22/24

Exhibit A

Legal Description

All potable water improvements located within or upon Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements, located within or upon those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

EXHIBIT B PHASING PLAN



Return to:

Florida Governmental Utility Authority
280 Wekiva Springs Road, Suite 2070
Longwood, FL 32779

BILL OF SALE

THE BILL OF SALE evidencing the sale and conveyance of the wastewater utility facilities described herein is made this 31st day of MAY 2024, by the **DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District"), whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (hereinafter referred to as "Seller"), to the **FLORIDA GOVERNMENTAL UTILITY AUTHORITY**, a legal entity and public body created by interlocal agreement pursuant to section 163.01(7), *Florida Statutes*, with its Operations Offices located at 280 Wekiva Springs Road, Suite 2070, Longwood, Florida, 32779 (hereinafter referred to as "Buyer")

WITNESSETH:

That said Seller, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Seller in hand paid by the said Buyer, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the Buyer, and the Buyer's heirs, successors and assigns forever, all those certain wastewater utility facilities lying within the following described land, situate, lying and being in LEE County, Florida, to wit:

(See Exhibit "A" attached hereto and incorporated by reference herein).

The Seller, for itself and its successors, hereby covenants to and with the Buyer and its successors and assigns that it is the lawful owner of the said goods and chattels herein referred to as utility facilities; that said goods and chattels are free from all liens and encumbrances; that it has good right, title and authority to sell same, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever. Seller and Buyer are used for singular or plural, as the context requires. Seller also certifies that the cost of the goods and chattels most recently installed into the land described in Exhibit "A" is as indicated in Exhibit "B" attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, the Seller has caused these presents to be executed the date and year first above written.

Signed, sealed and delivered in the presence of:

SELLER: **DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**

Laura A. Ray
Laura Ray, Vice Chairperson, Board of Supervisors

Pamela S. Kraft
Witness

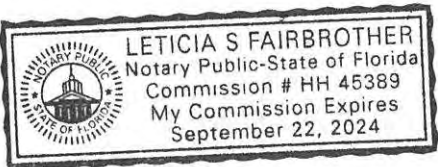
Pamela S. Kraft
Print Name 24311 Walden Center Dr. # 300
Bonita Springs, FL 34134

Leticia J. Fairbrother
Witness

Leticia J. Fairbrother
Print Name 24311 Walden Center Dr
Bonita Springs, FL 34134
#300

State of Florida
County of Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of May, 2024 by Laura Ray, who is personally known to me or has produced _____ as identification.



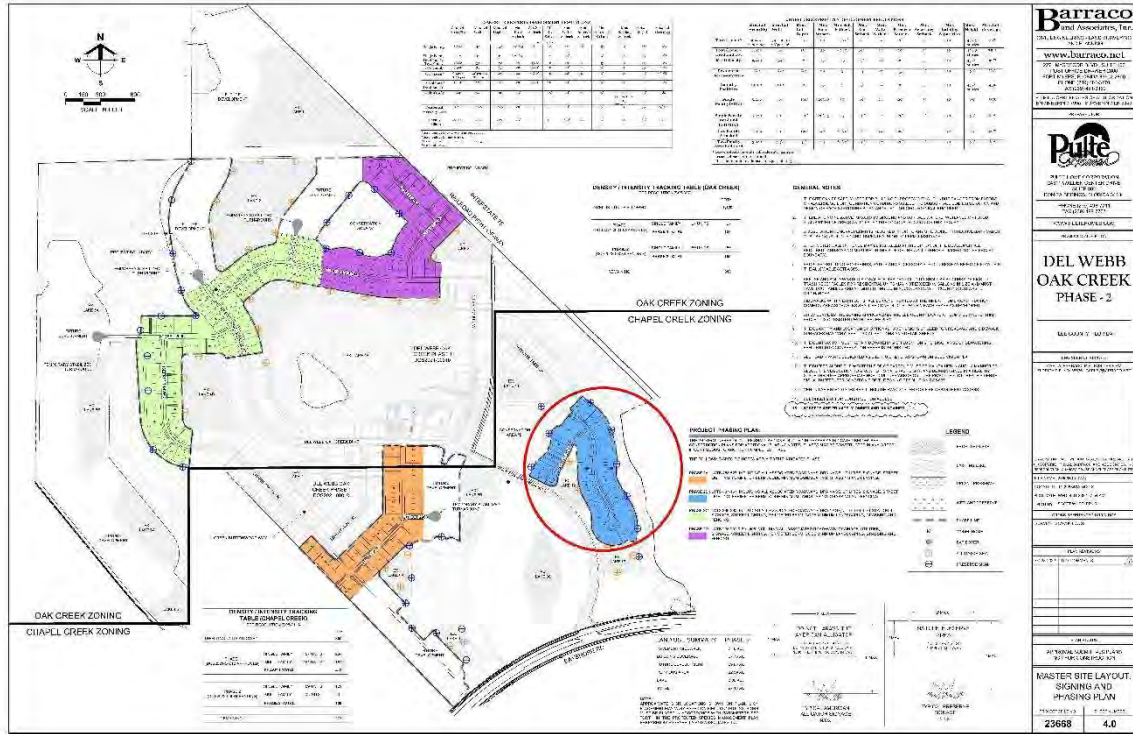
Leticia J. Fairbrother
NOTARY PUBLIC
Printed Name: Leticia J. Fairbrother
My Commission Expires: 9/22/24

Exhibit "A"

INSERT DESCRIPTION OF THE LAND CONTAINING THE UTILITY FACILITIES BEING CONVEYED TO THE FGUA WITH SMALL SCALE GRAPHIC DEPICTION (I.E. UTILITY AS-BUILT/RECORD DRAWING)

Those certain areas designated as Tracts "R-1" through "R-3" (Roadways), and the Public Utility Easements specifically identified in the Phasing Plan labeled as "Attachment A", and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Attachment A Phasing Plan



Barraco
and Associates, Inc.
PLANNING AND DESIGN SERVICES

WWW.BARRACO.COM
300 SOUTH GARDEN STREET
SUITE 200
DALLAS, TEXAS 75219
PHONE: 214.760.0000
FAX: 214.760.0001

Pulte
Construction

**DEL WEBB
OAK CREEK
PHASE - 2**

MASTER SITE LAYOUT
SIGNING AND
PHASING PLAN

23688 4.0

EXHIBIT B

**Florida Governmental Utility Authority
List of Contributory Assets**

Project Name: **Del Webb Oak Creek 2B 23-063 NFMD**

System Name: _____

LIST OF MATERIALS (check one)

- WATER
- WASTEWATER
- RECLAIMED WATER

Item	Description	Unit	Quantity	Unit Price	Extended Price
1	8" SDR-26 Sanitary Sewer	LF	1,623	\$73.00	\$118,479.00
2	4' Manhole	EA	9	\$10,500.00	\$94,500.00
3	Single Sewer Service	EA	7	\$2,250.00	\$15,750.00
4	Double Sewer Service	EA	22	\$2,350.00	\$51,700.00
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
TOTAL					\$280,429.00

Return to:

Florida Governmental Utility Authority
280 Wekiva Springs Road, Suite 2070
Longwood, FL 32779

BILL OF SALE

THE BILL OF SALE evidencing the sale and conveyance of the wastewater utility facilities described herein is made this 31st day of MAY 2024, by the **DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District"), whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (hereinafter referred to as "Seller"), to the **FLORIDA GOVERNMENTAL UTILITY AUTHORITY**, a legal entity and public body created by interlocal agreement pursuant to section 163.01(7), *Florida Statutes*, with its Operations Offices located at 280 Wekiva Springs Road, Suite 2070, Longwood, Florida, 32779 (hereinafter referred to as "Buyer")

WITNESSETH:

That said Seller, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Seller in hand paid by the said Buyer, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the Buyer, and the Buyer's heirs, successors and assigns forever, all those certain wastewater utility facilities lying within the following described land, situate, lying and being in LEE County, Florida, to wit:

(See Exhibit "A" attached hereto and incorporated by reference herein).

The Seller, for itself and its successors, hereby covenants to and with the Buyer and its successors and assigns that it is the lawful owner of the said goods and chattels herein referred to as utility facilities; that said goods and chattels are free from all liens and encumbrances; that it has good right, title and authority to sell same, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever. Seller and Buyer are used for singular or plural, as the context requires. Seller also certifies that the cost of the goods and chattels most recently installed into the land described in Exhibit "A" is as indicated in Exhibit "B" attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, the Seller has caused these presents to be executed the date and year first above written.

Signed, sealed and delivered in the presence of:

SELLER: **DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**

Laura A. Ray
Laura Ray, Vice Chairperson, Board of Supervisors

Pamela S. Kraft
Witness

Leticia S. Fairbrother
Witness

Pamela S. Kraft
Print Name 24311 Walden Center drive, #300
Bonita Springs, FL 34134

Leticia S. Fairbrother
Print Name 24311 Walden Center Dr
Bonita Springs, FL 34134

State of Florida
County of Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of May, 2024 by Laura Ray, who is personally known to me or has produced _____ as identification.



Leticia S. Fairbrother
NOTARY PUBLIC
Printed Name: Leticia S. Fairbrother
My Commission Expires: 9/22/24

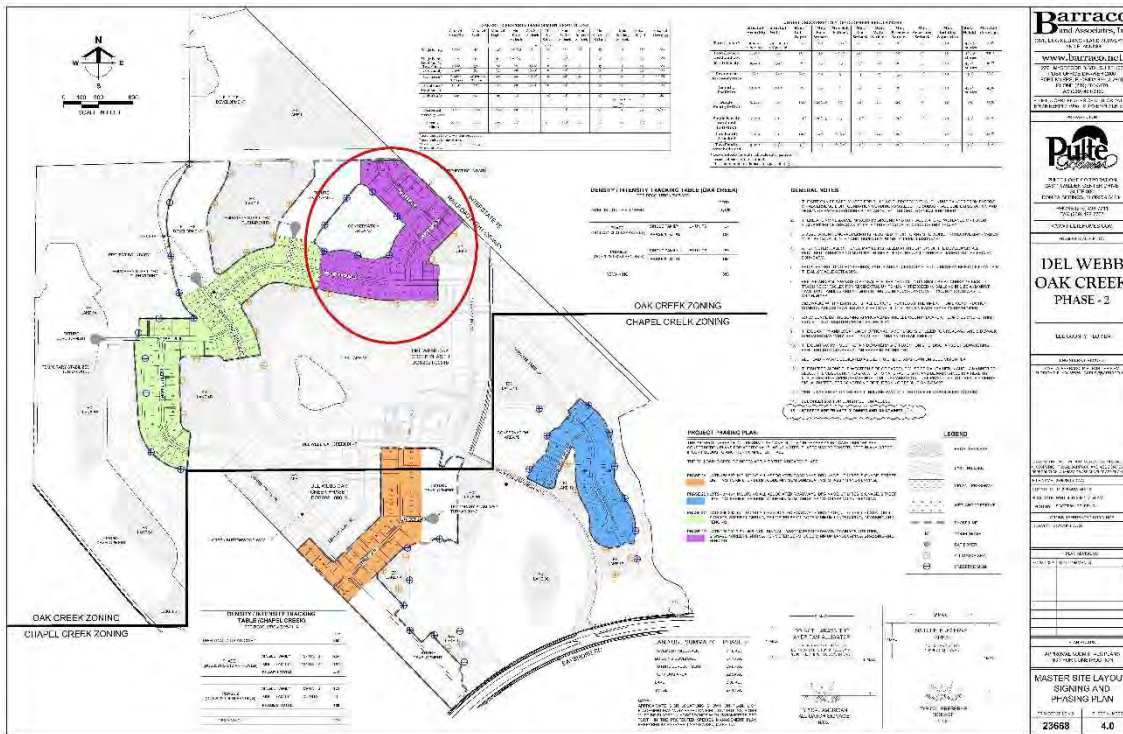
Exhibit "A"

INSERT DESCRIPTION OF THE LAND CONTAINING THE UTILITY FACILITIES BEING CONVEYED TO THE FGUA WITH SMALL SCALE GRAPHIC DEPICTION (I.E. UTILITY AS-BUILT/RECORD DRAWING)

Those certain areas designated as Tracts "R-1" through "R-3" (Roadways), and the Public Utility Easements specifically identified in the Phasing Plan labeled as "Attachment A", and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Attachment A

Phasing Plan



Barraco
Consultants, Inc.
23888 LINDSEY DRIVE, SUITE 200
DUBLIN, CA 94568
Tel: 925.835.1234
Fax: 925.835.1235
www.barraco.com

Putte
Associates
10000 HILLTOP DRIVE, SUITE 100
DUBLIN, CA 94568
Tel: 925.835.1234
Fax: 925.835.1235
www.putte.com

DEL WEBB OAK CREEK PHASE - 2

MESSAGE: 2/17/14

DATE: 2/17/14

SCALE: AS SHOWN

MASTER SITE LAYOUT, SIGNING AND PHASING PLAN

23888 4.0

EXHIBIT B

**Florida Governmental Utility Authority
List of Contributory Assets**

**Florida Governmental Utility Authority
List of Contributory Assets**

Project Name: **Del Webb Oak Creek 2D 23-065 NFMD**

System Name: _____

LIST OF MATERIALS (check one)

- WATER
- WASTEWATER
- RECLAIMED WATER

Item	Description	Unit	Quantity	Unit Price	Extended Price
1	8" SDR-26 Sanitary Sewer	LF	1,659	\$73.00	\$121,107.00
2	8" C-900 DR-18 Sanitary Sewer	LF	709	\$75.00	\$53,175.00
3	4' Manhole	EA	10	\$10,500.00	\$105,000.00
4	Single Sewer Service	EA	15	\$2,250.00	\$33,750.00
5	Double Sewer Service	EA	32	\$2,350.00	\$75,200.00
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
TOTAL					\$388,232.00

Project Name: Del Webb Oak Creek 2B 23-063 NFMD

ATTORNEY'S AFFIDAVIT

STATE OF Florida

COUNTY OF Leon

ON THIS 6th day of June, 2024, before me personally appeared Alyssa C. Willson, a licensed attorney authorized to practice in the State of Florida and a Partner with Kutak Rock LLP, which serves by contract as general counsel to the Del Webb Oak Creek Community Development District, to me personally known, whose current business address and telephone number is Kutak Rock LLP, 107 West College Avenue, Tallahassee, Florida 32301 Ph: (850) 692-7300 (hereinafter "Affiant"), who, being duly sworn on her oath, does say:

1. This Affidavit is given as an inducement to the Florida Governmental Utility Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes to accept the dedication or conveyance of Del Webb Oak Creek Series 2023 - Phase 2 Wastewater Improvements utility facilities located within or upon the real property described in the attached Exhibit "A", which is incorporated herein by reference, said land being located in Lee County, Florida.

2. The Del Webb Oak Creek Community Development District is current and active within the State of Florida and is a duly constituted community development district pursuant to the laws of the State of Florida. Scott Brooks and/or Laura Ray are authorized to execute the instruments on behalf of the entity in conjunction with the conveyance of the subject real and personal property.

3. Affiant further states that the information contained in this Affidavit is true, correct and current as of the date this Affidavit is given.

Further Affiant sayeth naught.

Alyssa Willson
(Signature)

Alyssa Willson
(Print Name)

State of Florida

County of Leon

Sworn and subscribed before me this 6th day of JUNE, 2024, by Alyssa C. Willson who is personally known to me and who did take an oath.



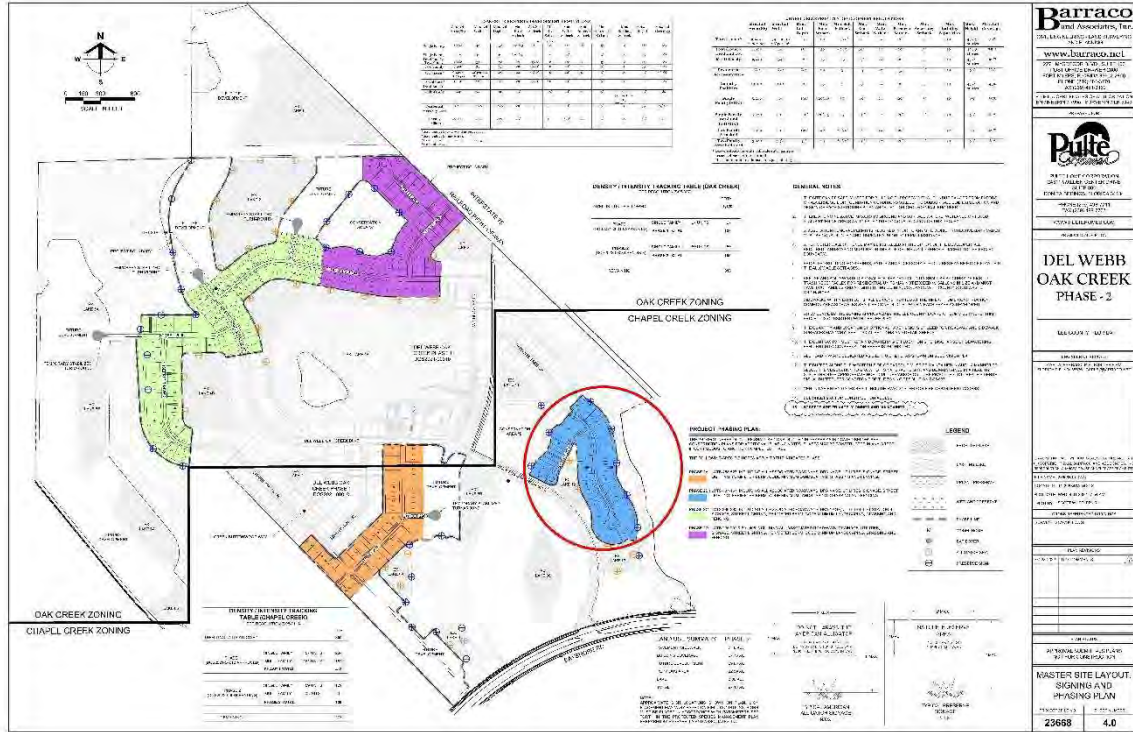
Brea R. Ward
Comm.: # HH 302893
Expires: August 21, 2026
Notary Public - State of Florida

Brea Ward
Name typed: BREA WARD
Notary Public Commission HH 302893
My Commission Expires: AUGUST 21, 2026

EXHIBIT A

All of the infrastructure being conveyed lies within those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Exhibit B Phasing Plan



Barraco
Barraco Associates, Inc.
23698 Del Webb Oak Creek Phase 2
Del Webb, Inc.

Pulte
Pulte Homes, Inc.
23698 Del Webb Oak Creek Phase 2
Del Webb, Inc.

DEL WEBB OAK CREEK PHASE - 2

MASTER SITE LAYOUT SIGNING AND PHASING PLAN

23698 4.0

Project Name: Del Webb Oak Creek 2D 23-065 NFMD

ATTORNEY'S AFFIDAVIT

STATE OF Florida

COUNTY OF Leon

ON THIS 6th day of June, 2024, before me personally appeared Alyssa C. Willson, a licensed attorney authorized to practice in the State of Florida and a Partner with Kutak Rock LLP, which serves by contract as general counsel to the Del Webb Oak Creek Community Development District, to me personally known, whose current business address and telephone number is Kutak Rock LLP, 107 West College Avenue, Tallahassee, Florida 32301 Ph: (850) 692-7300 (hereinafter "Affiant"), who, being duly sworn on her oath, does say:

1. This Affidavit is given as an inducement to the Florida Governmental Utility Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes to accept the dedication or conveyance of Del Webb Oak Creek Series 2023 - Phase 2 Wastewater Improvements utility facilities located within or upon the real property described in the attached Exhibit "A", which is incorporated herein by reference, said land being located in Lee County, Florida.

2. The Del Webb Oak Creek Community Development District is current and active within the State of Florida and is a duly constituted community development district pursuant to the laws of the State of Florida. Scott Brooks and/or Laura Ray are authorized to execute the instruments on behalf of the entity in conjunction with the conveyance of the subject real and personal property.

3. Affiant further states that the information contained in this Affidavit is true, correct and current as of the date this Affidavit is given.

Further Affiant sayeth naught.

Alyssa Willson
(Signature)

Alyssa Willson
(Print Name)

State of Florida
County of Leon

Sworn and subscribed before me this 6th day of JUNE, 2024, by Alyssa C. Willson who is personally known to me and who did take an oath.



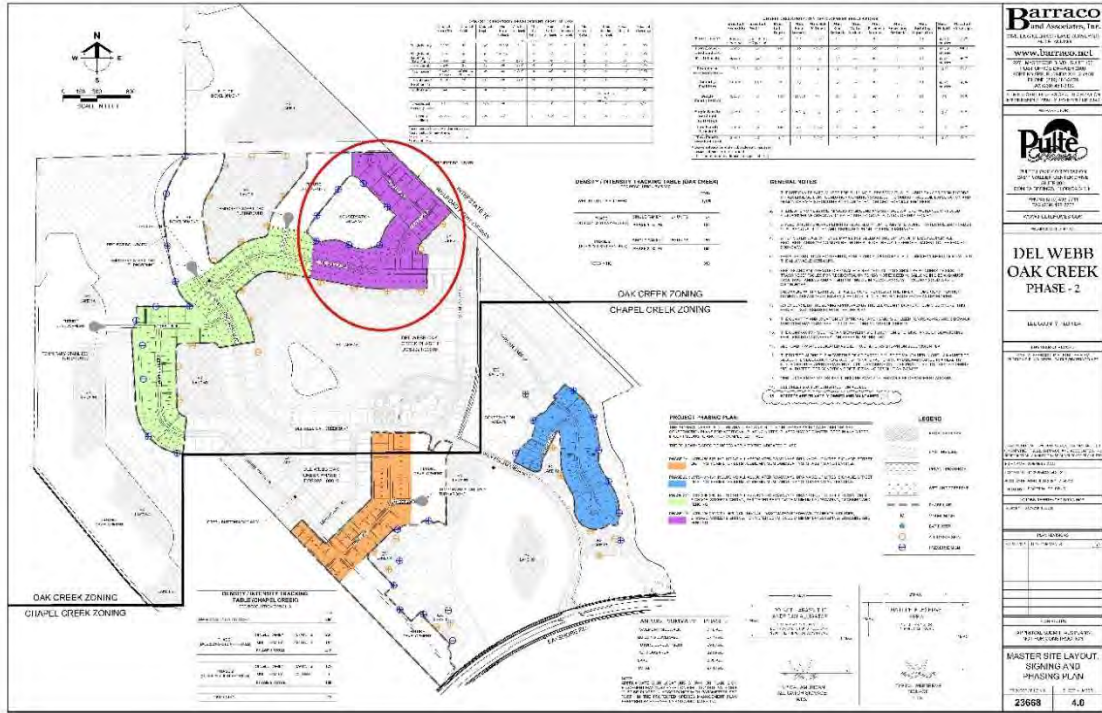
Brea R. Ward
Comm.: # HH 302893
Expires: August 21, 2026
Notary Public - State of Florida

Brea R. Ward
Name typed: BREA WARD
Notary Public Commission HH 302893
My Commission Expires: AUGUST 21, 2026

EXHIBIT A

All of the infrastructure being conveyed lies within those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

**Exhibit B
Phasing Plan**



**OWNER'S AFFIDAVIT,
NON-FOREIGN CERTIFICATE, TAXPAYER IDENTIFICATION &
REPRESENTATIVE CAPACITY DISCLOSURE**

A. OWNER'S AFFIDAVIT

ON THIS 31st day of May, 2024, before me personally appeared **Scott Brooks, Chairperson of the Board of Supervisors of Del Webb Oak Creek Community Development District** (hereinafter referred to as the "Owner") to me personally known, whose current business address and telephone number is **2501A Burns Road, Palm Beach Gardens, Florida 33410; phone (561) 630-4922** (hereinafter "Affiant"), who, being duly sworn on [his or her] oath, does say:

1. I am over 21 years of age and have personal knowledge of the facts contained herein.
2. **Del Webb Oak Creek Community Development District** is the Owner of the property located in **Lee** County, Florida that is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property").
3. There is no outstanding contract for the sale of the Property to any person or persons whomsoever, nor any unrecorded deed, mortgage or other conveyances affecting the title to the Property.
4. There are no liens, encumbrances, mortgages, claims, boundary line or other disputes, demands or security interests in, on or against the Property or any goods, furnishings, appliances, fixtures or equipment now installed in or which are to be affixed to the Property; (except mortgages described in the deed given by the undersigned); that there are no unpaid taxes, levies, assessments, paving liens or utility liens against the Property (other than real estate taxes for the current year).
5. All of the persons, firms, and corporations, including the general contractor and all subcontractors, who have furnished services, labor, or materials according to plans and specifications,

or extra items, used in the construction or repair of wastewater utility facilities on the Property, have been paid in full and that such work has been fully completed and accepted by the Owner.

6. No claims have been made to the Owner by, nor is any suit now pending on behalf of, any contractor, subcontractor, laborer, or materialman, and further no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the subject utility facilities placed upon or installed in the aforesaid Property.

7. The utility facilities described herein are not included in, encumbered by, or subject to any real property mortgage, chattel mortgage, security agreement, Uniform Commercial Code financing statement, or any other encumbrance.

8. The Owner is in sole constructive or actual possession of the Property and no other person has any right to possession of the Property, or asserts any claim of title or other interests in it.

9. Affiant represents there are no violations of governmental laws, regulations or ordinances pertaining to the use of the Property.

10. Affiant, as and on behalf of the Owner of the subject utility facilities, does for valuable consideration hereby agree and guarantee, to hold the Florida Governmental Utility Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes, its officers and officials harmless against any lien, claim or suit by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages, security interests or repair of the subject utility facilities. Affiant is used as singular or plural, as the context requires.

B. NON-FOREIGN CERTIFICATE AND REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

(Section B is only required if Developer is conveying a fee interest in the Property to the FGUA via a Warranty Deed.)

~~Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax at a rate of 10% of the amount realized on the disposition if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of an U.S. real property interest by the transferor, the undersigned hereby swears, affirms and certifies the following as or on behalf of the Owner:~~

Owner's Legal name is: _____

1. Owner's Home Address or Office Address if Corporation, Partnership or Trust:

2. Owner is not a non-resident alien (if individual) or a foreign corporation, foreign trust or foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

In connection with the sale or exchange of the Property you are required by law to provide the Florida Governmental Utility Authority with your correct tax payer identification number (TIN). If you do not so provide your TIN, you may be subject to civil or criminal penalties imposed by law.

3. Owner's Taxpayer Identification Number: _____ (Initial)

or: _____ (Initial)

(TIN or SSN for individuals)

4. For purposes of reporting this transaction to the Internal Revenue Service on Form 1099-B, the Property is Owner's (check one):

_____ Principal Residence

_____ Other Real Estate

This taxpayer identification number is being provided in connection with a real and/or personal property transaction.

The undersigned understand that this Certificate may be disclosed to the Internal Revenue Service by the Florida Governmental Utility Authority and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document as or behalf of the Owner, and that the number shown on this document as or on behalf of the Owner, and that the number shown on this statement is Owner's correct TIN or SSN.

Owner states that this instrument is given for the express purpose of inducing the Florida Governmental Utility Authority, to accept the interest in the Property as described in Exhibit "A."

C. SECTION 286.23 REPRESENTATIVE CAPACITY DISCLOSURE

(Section C is only required if Developer is conveying a fee interest in the Property to the FGUA via a Warranty Deed.)

In 1974 the Florida State Legislature enacted legislation, Section 286.23, providing that persons or entities, with few exceptions, holding real property in the form of a partnership, limited partnership, corporation, trust, or in any form of representative capacity shall make a written public disclosure under oath of the name and address of every person having a beneficial interest in the real property before the property held in such capacity is conveyed to the FGUA.

Please furnish the names and addresses of each person holding a beneficial interest in the Property or proof that the Owner is exempt from the reporting requirements of section 286.23 of the Florida Statutes and attach the pertinent data specified hereto as Exhibit "B." As this disclosure should be made under oath subject to the penalties prescribed for perjury and returned to the FGUA at least ten (10) days prior to the date of conveyance of the Property, if Exhibit "B" is attached it shall be considered part of this affidavit and incorporated herein with equal status as all other parts of this affidavit.

[Remainder of page intentionally left blank.]

Further Affiant sayeth naught.

This Affidavit is made under the full understanding of the law regarding liability for any misrepresentation herein.

Dated this 31 day of May, 2024.

SBW

Signature

Scott Brooks, Chairperson, Board of Supervisors
Print Name & Title

State of Florida
County of Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of May, 2024 by Scott Brooks, who is personally known to me or has produced _____ as identification.

Michelle Krizen

NOTARY PUBLIC

Printed Name: _____

My Commission Expires: _____

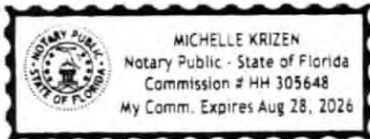


EXHIBIT A

INSERT DESCRIPTION OF THE LAND CONTAINING THE UTILITY FACILITIES BEING CONVEYED TO THE FGUA WITH SMALL SCALE GRAPHIC DEPICTION (I.E. UTILITY AS-BUILT/RECORD DRAWING)

Those certain areas designated as Tracts "R-1" through "R-3" (Roadways), and the Public Utility Easements specifically identified in the Phasing Plan labeled as "Attachment A", and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Attachment A

Phasing Plan

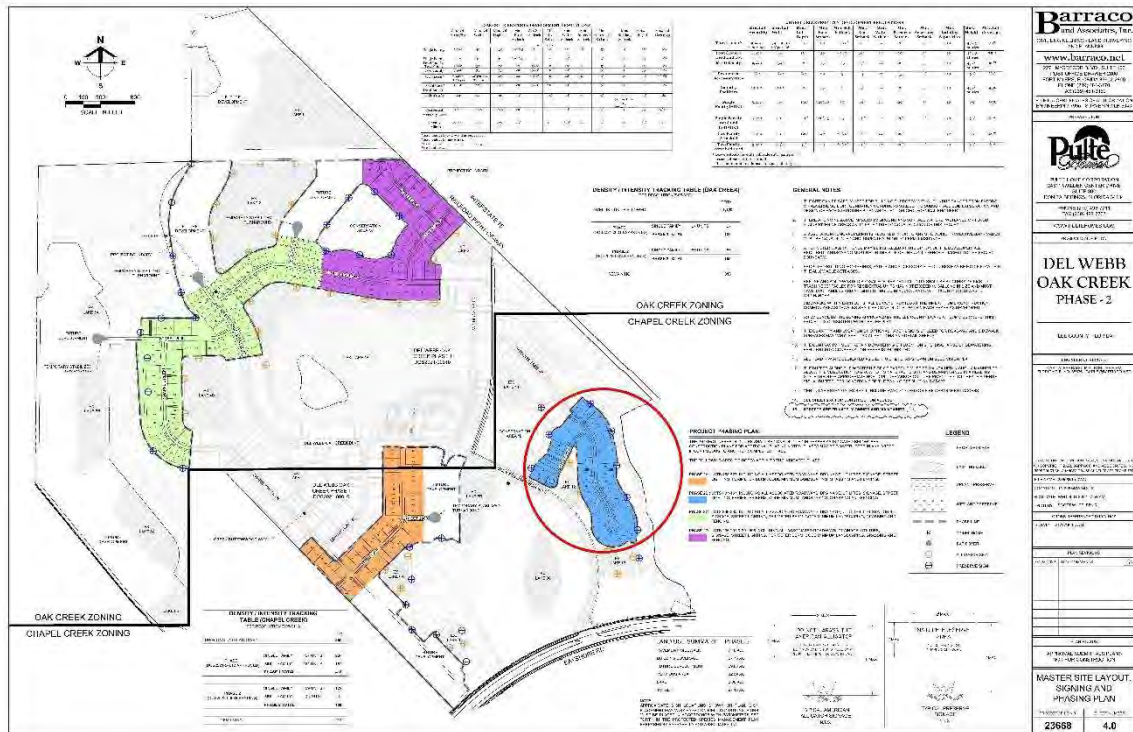


EXHIBIT B

INSERT NAMES AND ADDRESSES OF ALL PERSONS HAVING A BENEFICIAL INTEREST IN THE PROPERTY OR REASON OWNER IS EXEMPT FROM THE DISCLOSURE REQUIREMENTS OF SECTION 286.23 OF THE FLORIDA STATUTES.

(Exhibit B is only required if Developer is conveying a fee interest in the Property to the FGUA via a Warranty Deed.)

NOT REQUIRED

OWNER'S RELEASE OF LIEN

Know all men by these presents, that Del Webb Oak Creek Community Development District, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby waive, release, remise and relinquish any and all right to claim any lien or liens for work done, material furnished, or any kind or class of lien whatsoever on the following described property:

Del Webb Oak Creek 2B-23-063 NFMD
Project Name and FGUA Project Number

Dated this 31 day of May, 2024

SB
Signature

Scott Brooks
Printed Name

Chairperson, Board of Supervisors
Title

State of Florida
County of Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of May, 2024 by Scott Brooks, who is personally known to me or has produced _____ as identification.



Michelle Krizen
NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____

This release must be executed by an officer or authorized agent of the company

**OWNER'S AFFIDAVIT,
NON-FOREIGN CERTIFICATE, TAXPAYER IDENTIFICATION &
REPRESENTATIVE CAPACITY DISCLOSURE**

A. OWNER'S AFFIDAVIT

ON THIS 31st day of May, 2024, before me personally appeared **Scott Brooks, Chairperson of the Board of Supervisors of Del Webb Oak Creek Community Development District** (hereinafter referred to as the "Owner") to me personally known, whose current business address and telephone number is **2501A Burns Road, Palm Beach Gardens, Florida 33410; phone (561) 630-4922** (hereinafter "Affiant"), who, being duly sworn on [his or her] oath, does say:

1. I am over 21 years of age and have personal knowledge of the facts contained herein.
2. **Del Webb Oak Creek Community Development District** is the Owner of the property located in **Lee** County, Florida that is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property").
3. There is no outstanding contract for the sale of the Property to any person or persons whomsoever, nor any unrecorded deed, mortgage or other conveyances affecting the title to the Property.
4. There are no liens, encumbrances, mortgages, claims, boundary line or other disputes, demands or security interests in, on or against the Property or any goods, furnishings, appliances, fixtures or equipment now installed in or which are to be affixed to the Property; (except mortgages described in the deed given by the undersigned); that there are no unpaid taxes, levies, assessments, paving liens or utility liens against the Property (other than real estate taxes for the current year).
5. All of the persons, firms, and corporations, including the general contractor and all subcontractors, who have furnished services, labor, or materials according to plans and specifications,

or extra items, used in the construction or repair of wastewater utility facilities on the Property, have been paid in full and that such work has been fully completed and accepted by the Owner.

6. No claims have been made to the Owner by, nor is any suit now pending on behalf of, any contractor, subcontractor, laborer, or materialman, and further no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the subject utility facilities placed upon or installed in the aforesaid Property.

7. The utility facilities described herein are not included in, encumbered by, or subject to any real property mortgage, chattel mortgage, security agreement, Uniform Commercial Code financing statement, or any other encumbrance.

8. The Owner is in sole constructive or actual possession of the Property and no other person has any right to possession of the Property, or asserts any claim of title or other interests in it.

9. Affiant represents there are no violations of governmental laws, regulations or ordinances pertaining to the use of the Property.

10. Affiant, as and on behalf of the Owner of the subject utility facilities, does for valuable consideration hereby agree and guarantee, to hold the Florida Governmental Utility Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes, its officers and officials harmless against any lien, claim or suit by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages, security interests or repair of the subject utility facilities. Affiant is used as singular or plural, as the context requires.

B. NON-FOREIGN CERTIFICATE AND REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

(Section B is only required if Developer is conveying a fee interest in the Property to the FGUA via a Warranty Deed.)

~~Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax at a rate of 10% of the amount realized on the disposition if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of an U.S. real property interest by the transferor, the undersigned hereby swears, affirms and certifies the following as or on behalf of the Owner:~~

Owner's Legal name is: _____

4. Owner's Home Address or Office Address if Corporation, Partnership or Trust:

5. Owner is not a non-resident alien (if individual) or a foreign corporation, foreign trust or foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

In connection with the sale or exchange of the Property you are required by law to provide the Florida Governmental Utility Authority with your correct tax payer identification number (TIN). If you do not so provide your TIN, you may be subject to civil or criminal penalties imposed by law.

6. Owner's Taxpayer Identification Number: _____ (Initial)

or: _____ (Initial)

(TIN or SSN for individuals)

4. For purposes of reporting this transaction to the Internal Revenue Service on Form 1099-B, the Property is Owner's (check one):

_____ Principal Residence

_____ Other Real Estate

This taxpayer identification number is being provided in connection with a real and/or personal property transaction.

The undersigned understand that this Certificate may be disclosed to the Internal Revenue Service by the Florida Governmental Utility Authority and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document as or behalf of the Owner, and that the number shown on this document as or on behalf of the Owner, and that the number shown on this statement is Owner's correct TIN or SSN.

Owner states that this instrument is given for the express purpose of inducing the Florida Governmental Utility Authority, to accept the interest in the Property as described in Exhibit "A."

C. SECTION 286.23 REPRESENTATIVE CAPACITY DISCLOSURE

(Section C is only required if Developer is conveying a fee interest in the Property to the FGUA via a Warranty Deed.)

In 1974 the Florida State Legislature enacted legislation, Section 286.23, providing that persons or entities, with few exceptions, holding real property in the form of a partnership, limited partnership, corporation, trust, or in any form of representative capacity shall make a written public disclosure under oath of the name and address of every person having a beneficial interest in the real property before the property held in such capacity is conveyed to the FGUA.

Please furnish the names and addresses of each person holding a beneficial interest in the Property or proof that the Owner is exempt from the reporting requirements of section 286.23 of the Florida Statutes and attach the pertinent data specified hereto as Exhibit "B." As this disclosure should be made under oath subject to the penalties prescribed for perjury and returned to the FGUA at least ten (10) days prior to the date of conveyance of the Property, if Exhibit "B" is attached it shall be considered part of this affidavit and incorporated herein with equal status as all other parts of this affidavit.

[Remainder of page intentionally left blank.]

Further Affiant sayeth naught.

This Affidavit is made under the full understanding of the law regarding liability for any misrepresentation herein.

Dated this 31 day of May, 2024.



Signature

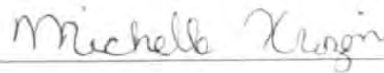
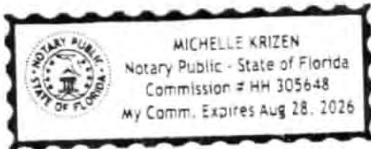
Scott Brooks, Chairperson, Board of Supervisors

Print Name & Title

State of Florida

County of Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of May, 2024 by Scott Brooks, who is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

Printed Name: Michelle Krizen

My Commission Expires: 8-28-26

EXHIBIT A

INSERT DESCRIPTION OF THE LAND CONTAINING THE UTILITY FACILITIES BEING CONVEYED TO THE FGUA WITH SMALL SCALE GRAPHIC DEPICTION (I.E. UTILITY AS-BUILT/RECORD DRAWING)

All wastewater improvements located within those certain areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in the Phasing Plan labeled as “Attachment A”, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Attachment A

Phasing Plan

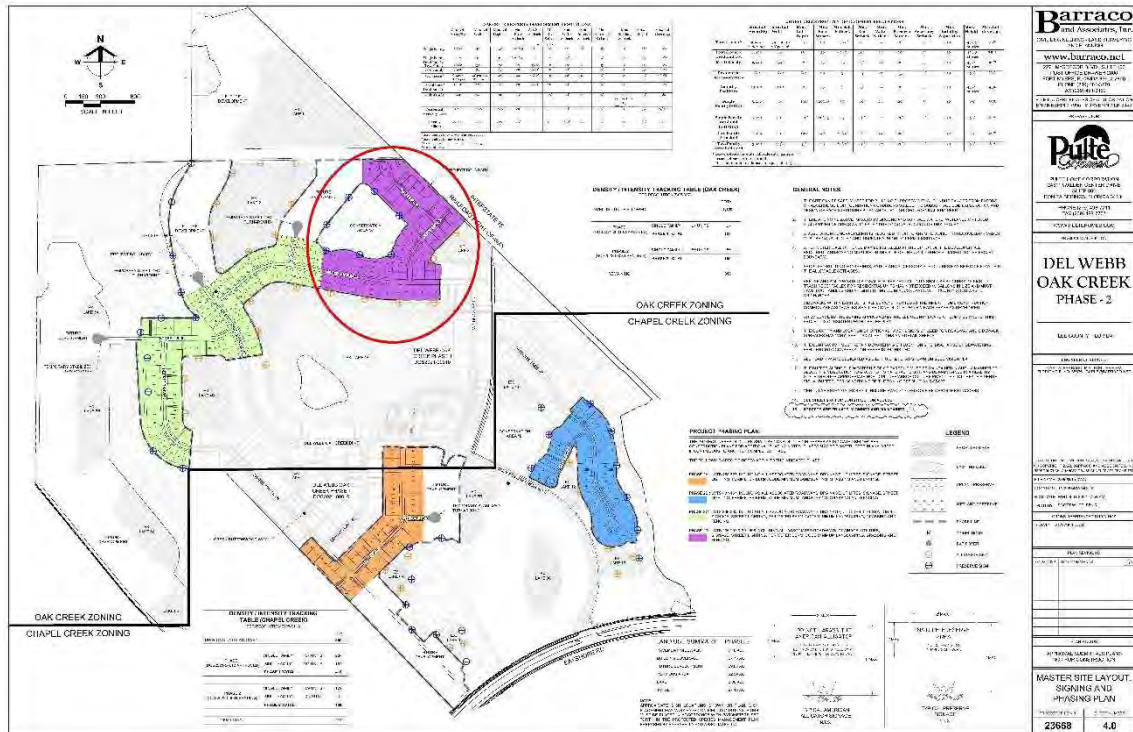


EXHIBIT B

INSERT NAMES AND ADDRESSES OF ALL PERSONS HAVING A BENEFICIAL INTEREST IN THE PROPERTY OR REASON OWNER IS EXEMPT FROM THE DISCLOSURE REQUIREMENTS OF SECTION 286.23 OF THE FLORIDA STATUTES.

(Exhibit B is only required if Developer is conveying a fee interest in the Property to the FGUA via a Warranty Deed.)

NOT REQUIRED

OWNER'S RELEASE OF LIEN

Know all men by these presents, that Del Webb Oak Creek Community Development District, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby waive, release, remise and relinquish any and all right to claim any lien or liens for work done, material furnished, or any kind or class of lien whatsoever on the following described property:

Del Webb Oak Creek 2D 23-065 NFMD
Project Name and FGUA Project Number

Dated this 31 day of May, 2024.



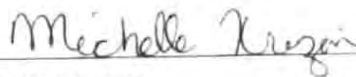
Signature

Scott Brooks
Printed Name

Chairperson, Board of Supervisors
Title

State of Florida
County of Lee

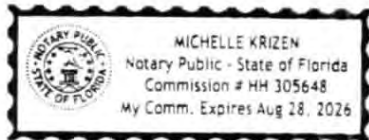
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of May, 2024 by Scott Brooks, who is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

Printed Name: _____

My Commission Expires: _____



This release must be executed by an officer or authorized agent of the company

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023
(2023 PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Del Webb Oak Creek 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 Trust Company, National Association, as trustee (the “Trustee”), dated as of February 1, 2023, as supplemented by that certain First Supplemental Trust Indenture dated as of February 1, 2023 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 3
- (B) Identify Acquisition Agreement, if applicable: *Amended and Restated Acquisition Agreement (Series 2023 Project), by and between Del Webb Oak Creek Community Development District and Pulte Home Company, LLC, dated March 8, 2023.*
- (C) Name of Payee: Pulte Home Company, LLC
- (D) Amount Payable: **\$1,010,084.40**
- (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): *The Master Trade Contractor Agreement, and Work Order No. 1 to the Master Trade Agreement, dated July 11, 2023.*
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund.

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 2023 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2023 Project; and
4. each disbursement represents a Cost of 2023 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 are on file with the District.

[signatures contained on following page]

DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: 

Scott Brooks
Responsible Officer

Date: May 31, 2024

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2023 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Carl A. Barraco, Jr., P.E.
Consulting Engineer

DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Scott Brooks
Responsible Officer

Date: _____, 2024

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2023 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.



Carl A. Barraco, P.E.
Consulting Engineer