



**DEL WEBB OAK CREEK  
COMMUNITY DEVELOPMENT  
DISTRICT**

**LEE COUNTY  
REGULAR BOARD MEETING  
JANUARY 13, 2025  
11:30 A.M.**

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

[www.terrenocdd.org](http://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**  
January 13, 2025  
11:30 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Seat New Board Members
- D. Administer Oath of Office and Review Board Member Duties and Responsibilities
- E. Establish Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public for Items Not on the Agenda
- H. Approval of Minutes
  - 1. December 9, 2024 Regular Board Meeting.....Page 2
- I. Old Business
  - 1. Discussion Regarding the Construction Bond Funds
  - 2. Consider Approval of Deed from Land Bank for the Conservation Area Tracts.....Page 5
  - 3. Consider Approval of Assignment of Easements from HOA for all Three Plats.....Page 9
  - 4. Consider Approval of Conservation Area Conveyance and Letter Agreement.....Page 12
  - 5. Consider Approval of Resolution No. 2025-01 – Amended & Restated Resolution Authorizing Boundary Amendment (Theta Parcel).....Page 70
- J. New Business
- K. Administrative Matters
- L. Board Members Comments
- M. Adjourn

Publication Date  
2025-01-03

Subcategory  
Miscellaneous Notices

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors (Board) for the Del Webb Oak Creek Community Development District (District) will hold a Regular Board Meeting (Meeting) on January 13, 2025, at 11:30 a.m. in the Offices of Pulte located at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 for the purpose of considering any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 (District Managers Office), during normal business hours.

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

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Managers Office.

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

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

Michelle Krizen

District Manager

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

[www.delwebboakcreekcdd.org](http://www.delwebboakcreekcdd.org)

1/3/25 10890730

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
DECEMBER 9, 2024**

**A. CALL TO ORDER**

The December 9, 2024, Regular Board Meeting of the Del Webb Oak Creek Community Development District (the “District”) was called to order at 11:30 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 September 30, 2024, as legally required.

**C. SEAT NEW BOARD MEMBERS**

Newly elected Board Members Laura Ray and Kimberly Morton were seated.

**D. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER DUTIES & RESPONSIBILITIES**

It was noted that the Oaths of Office were administered to Ms. Ray and Ms. Morton prior to the meeting. Ms. Willson also went over Board Member duties and responsibilities and indicated that she was available for any further questions.

**E. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance:

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

Staff present included:

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

**F. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

**G. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

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

## **H. APPROVAL OF MINUTES**

### **1. October 14, 2024, Regular Board Meeting**

The minutes of the October 14, 2024, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Ray, seconded by Ms. Robertson and passed unanimously approving the minutes of the October 14, 2024, Regular Board Meeting, as presented.

## **I. OLD BUSINESS**

### **1. Discussion Regarding Lake Bank Inspection**

Mr. Savage reported that the water levels were dropping and everything was in compliance with the permits. A complete report will be presented at the February 10, 2025, meeting.

## **J. NEW BUSINESS**

### **1. Consider Corrective Deed from Lake Bank for L Tracts**

A **motion** was made by Ms. Robertson, seconded by Ms. Ray and unanimously passed approving the corrective deed from lake bank for L Tracts, as presented.

### **2. Consider Deed from Lake Bank for Conservation Area Tracts**

This would be for areas C1-C9 which are not part of the corrective deed. These would be conveyed for maintenance. A discussion ensued about the bond funds in the construction account that have not been spent. There was a utility that was conveyed directly to the end user, making it ineligible for bond reimbursement. Ms. Robertson asked the amount of funds that were used on that portion of utilities. Mr. Savage will provide that information at the next meeting. The Conservation area should not be deeded until the bond funds are understood.

This item was deferred until the next meeting.

### **3. Consider Assignment of Easements from HOA for Three Plats**

This document will be sent to Steve Faulk, the HOA attorney, for his review.

This item was deferred until the next meeting.

### **4. Consider Conservation Area Conveyance and Letter Agreement**

This item was deferred until the next meeting.

## **K. ADMINISTRATIVE MATTERS**

It was noted that the next meeting was scheduled for January 13, 2025.

**L. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

**M. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Ms. Ray, seconded by Ms. Morton and passed unanimously adjourning the Regular Board Meeting at 12:14 p.m.

**ATTESTED BY:**

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

\_\_\_\_\_  
Chairperson/Vice-Chair

PREPARED BY AND RETURN TO:

Alyssa C. Willson  
KUTAK ROCK, LLP  
107 West College Avenue  
Tallahassee, Florida 32301

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is executed as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by **VPPH OAK CREEK LB, LLC**, a Delaware limited liability company, whose mailing address is c/o Varde Partners, Inc., 901 Marquette Avenue South, Suite 3300, Minneapolis, Minnesota 55402 (hereinafter called the “Grantor”), in favor of **DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (hereinafter called the “Grantee”).

[Wherever used herein, the terms “Grantor” and “Grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Lee County, Florida (“Property”):

See **Exhibit “A”** attached hereto and incorporated herein by this reference.

Subject to ad valorem real property taxes and non-ad valorem assessment for the year 2023 and subsequent years and to restrictions, covenants, conditions and easements of record; however, reference hereto shall not operate to reimpose same.

TO HAVE AND TO HOLD the Property, together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining unto Grantee, its successors and assigns, in fee simple forever, for the purposes set forth on the Plat. By acceptance hereof, Grantee acknowledges its responsibility for maintenance and operation of the Property.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor.

**Note to Recorder:** This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.  
4910-2733-4145.1

Grantor represents that Grantor has complied with the requirements of Section 196.295, Florida Statutes.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and seal the day and year first above written.

*[signature contained on following page]*



Signed, sealed and delivered  
in the presence of:

**VPPH Oak Creek LB, LLC**, a Delaware  
limited liability company

**Witnesses:**

\_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Street \_\_\_\_\_

Address:  
c/o Varde Partners, Inc.  
901 Marquette Avenue South, Suite 3300  
Minneapolis, Minnesota 55402

City, State & Zip \_\_\_\_\_

\_\_\_\_\_

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

Address: \_\_\_\_\_

Street \_\_\_\_\_

City, State & Zip \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by  
\_\_\_\_\_, as \_\_\_\_\_ of VPPH Oak Creek LB, LLC,  
a Delaware limited liability company, on behalf of the company, who [\_\_] is personally known to  
me or [\_\_] produced \_\_\_\_\_ as identification

(SEAL)

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

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

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Tracts “C-1 through C9”, inclusive, of Del Webb Oak Creek, a subdivision according to the plat thereof recorded as Instrument No. 2022000137258, of the Public Records of Lee County, Florida; together with:

Tract “C” of the Del Webb Oak Creek Phase 2, a subdivision according to the plat thereof recorded as Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

PREPARED BY AND RETURN TO:

Alyssa C. Willson, Esquire  
KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301

**NON-EXCLUSIVE GRANT AND ASSIGNMENT OF EASEMENTS**

**THIS ASSIGNMENT OF EASEMENTS** is executed as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by **DEL WEBB OAK CREEK HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is c/o Access Management, 1170 Celebration Blvd., Suite 202, Celebration, Florida 34747 (hereinafter called “Assignor”), in favor of **DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under Chapter 190, Florida Statutes, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (hereinafter called “Assignee”).

**WITNESSETH:**

That Assignor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, transfers, and assigns to Assignee the following easements, viz:

ALL ACCESS EASEMENTS (A.E.), DRAINAGE EASEMENTS (D.E.), LAKE ACCESS EASEMENTS (L.A.E.), AND LAKE MAINTENANCE EASEMENTS (L.M.E.) INDICATED ON THE PLAT OF DEL WEBB OAK CREEK, AS RECORDED AS INSTRUMENT NO. 2022000137258, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, FOR THE PURPOSES OF DRAINAGE AND STORMWATER AND CONSERVATION AREA MANAGEMENT, AS WELL AS FOR THE INSTALLATION AND MAINTENANCE OF SAID FACILITIES.

ALL DRAINAGE EASEMENTS (D.E.), LAKE ACCESS EASEMENTS (L.A.E.), AND LAKE MAINTENANCE EASEMENTS (L.M.E.) INDICATED ON THE PLAT OF DEL WEBB OAK CREEK PHASE 1A, AS RECORDED AS INSTRUMENT NO. 2023000360804, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, FOR THE PURPOSES OF DRAINAGE AND STORMWATER MANAGEMENT, AS WELL AS FOR THE INSTALLATION AND MAINTENANCE OF SAID FACILITIES.

ALL DRAINAGE EASEMENTS (D.E.), AND ACCESS EASEMENTS (A.E.), INDICATED ON THE PLAT OF DEL WEBB OAK CREEK PHASE 2, AS RECORDED AS INSTRUMENT NO. 2024000135431, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, FOR THE PURPOSES OF DRAINAGE AND CONSERVATION AREA MANAGEMENT, AS WELL AS FOR THE INSTALLATION AND MAINTENANCE OF SAID FACILITIES.

This Assignment of Easements shall be for the use and benefit of both Assignee and its successors and assigns.

The easement rights granted and assigned herein are not exclusive to Assignee, and Assignor shall be permitted to continue its use of said easements, so long as such use does not unduly interfere with Assignee's use of said easements.

**IN WITNESS WHEREOF**, Assignor has hereunto set its hand and seal the day and year first above written.

*[SIGNATURES BEGIN ON THE FOLLOWING PAGE]*

Signed, sealed and delivered  
in the presence of:

**DEL WEBB OAK CREEK  
HOMEOWNERS ASSOCIATION, INC., a  
Florida not-for-profit corporation**

**Witnesses:**

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of the Del Webb Oak Creek Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She is [ ] personally known to me, or [ ] has produced \_\_\_\_\_ as identification and did take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_  
Print or Stamp Name  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

December \_\_\_\_, 2024

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

Re: Del Webb Oak Creek Community Development District (the “District”) - Letter Agreement for Conservation Area Conveyance, Maintenance, and Permitting

Dear Michelle,

In conjunction with the conveyance of certain conservation areas (the “Conservation Area”) identified in that certain special warranty deed from Pulte Home Company, LLC’s (“**Pulte**”) land bank entity VPPH Oak Creek LB, LLC, in favor of the District in substantially the same form as that attached hereto as **Attachment A**, (the “Deed”) we would like to address certain items regarding transfer of the Conservation Area and its maintenance and permitting requirements.

Toward that end, pursuant to the Amended & Restated Acquisition Agreement entered into between District and Pulte dated March 8, 2023, attached hereto as **Attachment B** (the “Acquisition Agreement”) Pulte provided for initial work required by permit within the Conservation Area and contracted for maintenance of same. Pulte hereby requests the District accept assignment of the maintenance agreements in substantially similar form to that attached hereto **Attachment C** and Pulte’s reimbursement from funds budgeted by the District for conservation maintenance services. Pulte hereby reserves the right to request additional funds which may be eligible for reimbursement under the terms of the Acquisition Agreement for any initial permitting or work within the Conservation Area in a future requisition from any available Series construction and acquisition account. Finally, we understand a condition precedent to the District’s acceptance of the Conservation Area is execution of a certification of the District Engineer in substantially the same form as that attached hereto as **Attachment D**. Upon conveyance of the Conservation Area, the District shall own and maintain such area in full compliance with the South Florida Water Management District permit requirements, and any other governmental requirements. Please place this letter agreement on the authorized by the Board during its December 9, 2024, meeting agenda. In the event the Board is agreeable to the items outlined herein, please have the Chairperson execute this letter agreement and return the same to our office.

Thank you for your attention to this matter.

Sincerely,

---

By: Mike Hueniken  
Its: Vice President- Land Development

Accepted and authorized by:

---

By: Chairperson  
Del Webb Oak Creek Community Development District

DRAFT

**Attachment A**

DRAFT



PREPARED BY AND RETURN TO:

Alyssa C. Willson  
KUTAK ROCK, LLP  
107 West College Avenue  
Tallahassee, Florida 32301

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is executed as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by **VPPH OAK CREEK LB, LLC**, a Delaware limited liability company, whose mailing address is c/o Varde Partners, Inc., 901 Marquette Avenue South, Suite 3300, Minneapolis, Minnesota 55402 (hereinafter called the “Grantor”), in favor of **DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (hereinafter called the “Grantee”).

[Wherever used herein, the terms “Grantor” and “Grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Lee County, Florida (“Property”):

See **Exhibit “A”** attached hereto and incorporated herein by this reference.

Subject to ad valorem real property taxes and non-ad valorem assessment for the year 2023 and subsequent years and to restrictions, covenants, conditions and easements of record; however, reference hereto shall not operate to reimpose same.

TO HAVE AND TO HOLD the Property, together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining unto Grantee, its successors and assigns, in fee simple forever, for the purposes set forth on the Plat. By acceptance hereof, Grantee acknowledges its responsibility for maintenance and operation of the Property.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor.

Grantor represents that Grantor has complied with the requirements of Section 196.295, Florida Statutes.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and seal the day and year first above written.

*[signature contained on following page]*

DRAFT

Signed, sealed and delivered  
in the presence of:

**VPPH Oak Creek LB, LLC**, a Delaware  
limited liability company

**Witnesses:**

\_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Street \_\_\_\_\_

Address:  
c/o Varde Partners, Inc.  
901 Marquette Avenue South, Suite 3300  
Minneapolis, Minnesota 55402

City, State & Zip \_\_\_\_\_

\_\_\_\_\_

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

Address: \_\_\_\_\_

Street \_\_\_\_\_

City, State & Zip \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by  
\_\_\_\_\_, as \_\_\_\_\_ of VPPH Oak Creek LB, LLC,  
a Delaware limited liability company, on behalf of the company, who [\_\_] is personally known to  
me or [\_\_] produced \_\_\_\_\_ as identification

(SEAL)

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

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

**EXHIBIT A  
LEGAL DESCRIPTION**

Tracts “C-1 through C9”, inclusive, of Del Webb Oak Creek, a subdivision according to the plat thereof recorded as Instrument No. 2022000137258, of the Public Records of Lee County, Florida; together with:

Tract “C” of the Del Webb Oak Creek Phase 2, a subdivision according to the plat thereof recorded as Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

DRAFT

**Attachment B**

DRAFT

**Attachment C**

Assignment of Maintenance and Monitoring Agreements

DRAFT

**Attachment D**

**BARRACO AND ASSOCIATES, INC., CERTIFICATION TO  
DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT REGARDING  
CONSERVATION AREAS**

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

BEFORE ME, the undersigned, personally appeared Carl A. Barraco, Jr., P.E., of Barraco and Associates, Inc., who, after being first duly sworn, deposes and says:

I, Carl A. Barraco, Jr., am a Professional Engineer registered in the State of Florida. I have reviewed certain documentation, including, but not limited to, permitted plans, monitoring reports and specifications and applicable permits including but not limited to South Florida Water Management District Permit No. 11-02132-P and U.S. Army Corps of Engineers SAJ-SAJ-1996-02945- (SP-RMT). I, or my authorized agent, have conducted on-site observations of the Conservation Area and associated work product (the "Improvements"), as described in **Exhibit A** attached hereto and made a part hereof.

I hereby certify to the Del Webb Oak Creek Community Development District (the "District") the below listed matters:

- 1) The Improvements have been completed in substantial compliance with the applicable permit requirements, and in substantial accordance with the permitted plans and specifications.
- 2) The Improvements are free from obstruction and are functional for their intended purpose.
- 3) Any known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete, and have been transferred to operations and maintenance status.
- 4) With this document, I hereby certify that it is appropriate at this time to further recognize the District's ownership of the Improvements, and the District's operation and maintenance responsibilities relating to same.

FURTHER AFFIANT SAYETH NOT.

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

The foregoing instrument was acknowledged and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by Carl A. Barraco, Jr., P.E., who is personally known to me or has produced \_\_\_\_\_ as identification and has taken an oath.

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

**Exhibit A**  
**Improvement Description**

LEGAL DESCRIPTION OF CONSERVATION AREA

Tracts “C-1”, “C-2”, “C-3”, “C-4”, “C-5”, “C-6”, “C-7”, “C-8”, and C-9”, Del Webb Oak Creek, a subdivision according to the plat thereof recorded as Instrument No. 2022000137258, of the Public Records of Lee County, Florida; together with:

Tract “C” of the Del Webb Oak Creek Phase 2, a subdivision according to the plat thereof recorded as Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

DRAFT



**THIS AMENDED & RESTATED ACQUISITION AGREEMENT (SERIES 2023 PROJECT)** (“**Agreement**”), dated as of March 8, 2023, is made and entered into, by and between:

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lee County, Florida, whose address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**District**”); and

**PULTE HOME COMPANY, LLC**, a Michigan limited liability company and a landowner in the District, whose address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326 (“**Developer**”).

### **RECITALS**

**WHEREAS**, on July 11, 2022, the Parties entered into the Agreement Regarding the Acquisition of Certain Infrastructure (“**Acquisition Agreement**”); and

**WHEREAS**, the scope of the hereinafter defined Series 2023 Project has been updated; and

**WHEREAS**, as a result, the Parties desire to amend and replace the Acquisition Agreement in its entirety with this Agreement; and

**WHEREAS**, the District was established by Ordinance No. 22-15, enacted by the Board of County Commissioners in and for Lee County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including storm water management systems, roadways, landscaping, utilities, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is the primary owner of certain lands in unincorporated Lee County, Florida, located within the boundaries of the District; and

**WHEREAS**, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services to benefit what is known as “**Series 2023 Project**,” which is a portion of the master project as detailed in the *Engineer’s Report* dated July 11, 2022, (“**Engineer’s Report**”), which is attached to this Agreement as **Exhibit A** ; and

**WHEREAS**, the District intends to finance a portion of the Series 2023 Project through the use of proceeds from the sale of Del Webb Oak Creek Community Development District Special Assessment Bonds, Series 2023 (2023 Project) (“**Bonds**”); and

**WHEREAS**, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Series 2023 Project (“**Work Product**”); or (ii) construction and/or installation of the improvements comprising the Series 2023 Project (“**Improvements**”); and

**WHEREAS**, the District acknowledges the Developer’s need to commence development of the lands within the District in an expeditious and timely manner; and

**WHEREAS**, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

**WHEREAS**, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests without consideration (“**Real Property**”) and in order to ensure the timely provision of the infrastructure and development.

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

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

**2. WORK PRODUCT AND IMPROVEMENTS.** The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon each (“**Acquisition Date**”). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Series 2023 Project that are commenced or completed prior to the District’s receipt of proceeds from the Bonds.

- a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to each Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as warranty bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District. All documentation of any acquisition (e.g., bills of sale, receipts,

maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the satisfaction of the District.

- b. **Costs** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay no more than the actual cost incurred, or the reasonable cost of the Work Product or Improvements, whichever is less, as determined by the District Engineer. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District Board the total actual amount of cost, which in the District Engineer’s sole opinion, is reasonable for the Work Product and/or Improvements. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the District’s Trustee for the Bonds (“Trustee”).
  - i. In the event that the Developer disputes the District Engineer’s opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third-party engineer shall be set forth in an Engineer’s Affidavit which shall accompany the requisition for the funds from the Trustee.
- c. **Right to Rely on Work Product and Releases** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided in a timely manner in the sole discretion of the District.
  - i. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer’s access to and use of the Work

Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

- d. **Transfers to Third Party Governments** – If any item acquired is to be conveyed by the District to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any.
- e. **Permits** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- f. **Engineer's Certification** – Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Series 2023 Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

3. **CONVEYANCE OF REAL PROPERTY.** The Developer agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are included as part of the Series 2023 Project, and (ii) the purchase price for the Real Property is less than the lower of the cost basis in such Real Property or the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose. The parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District.

- b. ***Fee Title and Other Interests*** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and, in such cases, shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. ***Developer Reservation*** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District’s use, occupation or enjoyment thereof.
- d. ***Fees, Taxes, Title Insurance*** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner’s title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District’s reasonable discretion, would materially interfere with the District’s use of such lands, the Developer shall cure, or cause to be cured, such defects at no expense to the District.
- e. ***Boundary Adjustments*** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer’s ownership. Unless otherwise determined by the District’s bond counsel, the parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

**4. TAXES, ASSESSMENTS, AND COSTS.**

- a. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Lee County tax collector an amount equal to the current ad valorem taxes and non-ad valorem

assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

- i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
  - ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. **Notice.** The parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. **Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**5. INDEMNIFICATION.** For all actions or activities which occur prior to the date of the acquisition of the relevant Work Product, Improvements or Real Property hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, this Agreement or the use by the Developer, its officers, agents, employees, invitees or affiliates, of the Work Product, Improvements or Real Property, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the

initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for a default by the District under this Agreement.

**6. ACQUISITIONS AND BOND PROCEEDS.** The District and Developer hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Bonds (“**Prior Acquisitions**”) or after the District has spent all of the proceeds from the Bonds. The District agrees to pursue the issuance of the Bonds in good faith, and, within 30 days from the issuance of such Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event bond counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Developer for the Prior Acquisitions, then the parties agree that the District shall have no reimbursement obligation whatsoever. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements in the Engineer’s Report to Lee County, Florida and consents to the District’s conveyance of such Work Product and/or Improvements prior to payment for any Prior Acquisitions.

**7. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

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

**9. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

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

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

A. If to the District: Del Webb Oak Creek Community  
Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: District Manager

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

B. If to the Developer: Pulte Home Company, LLC  
24311 Walden Center Drive, Suite 300  
Bonita Springs, Florida 34134  
Attn: Naomi Robertson

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

**12. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

**13. THIRD PARTY BENEFICIARIES.** Except as provided below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the Trustee for the Bonds shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on



behalf of the bondholders owning a majority of the aggregate principal amount of Bonds outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

**14. ASSIGNMENT.** Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other and the Trustee and bondholders owning a majority of the aggregate principal amount of the Bonds outstanding, which consent shall not be unreasonably withheld. Such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement, provided however that no such assignment shall be valid where the assignment is being made for the purpose of avoiding the Developer's obligations hereunder.

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

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

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

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

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

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

**21. EFFECTIVE DATE.** This Agreement shall be effective March 8, 2023.


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**IN WITNESS WHEREFORE**, the parties below execute the Amended and Restated Acquisition Agreement.

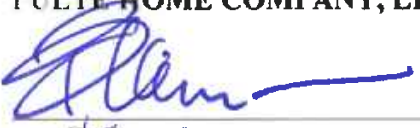
Attest:

**DEL WEBB OAK CREEK  
COMMUNITY DEVELOPMENT  
DISTRICT**

  
Secretary/Assistant Secretary

  
By: SCOTT BROOKS  
Its: CHAIRMAN

  
Witness J. Nicholas Sarris

**PULTE HOME COMPANY, LLC**  
  
By: D. Bryce Langen  
Its: Vice President and Treasurer

**Exhibit A:** *Engineer's Report*, dated July 11, 2022

**Exhibit A**

*Engineer's Report*, dated July 11, 2022

**PARTIAL ASSIGNMENT OF AGREEMENT &  
ACQUISITION OF COMPLETED SERVICES WORK PRODUCT**  
**(Passarella & Associates, Inc.- Wetland Preserve Maintenance)**

Assignor: Pulte Home Company, LLC (“**Assignor**”)  
Owner/Assignee: Del Webb Oak Creek Community Development District (“**Assignee**”)  
Contractor: Passarella & Associates, Inc. (“**Contractor**”)  
Contract: Professional Services Agreement dated October 8, 2021, Task III., Mitigation Monitoring Services (together, “**Contract**” or “**Project**”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor, for the above-referenced Project that is further described by the Contractor’s Acknowledgement and Acceptance of Assignment and Release. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof relating to the Project. Additionally, Assignee, agrees to acquire all work conducted to date as part of the Project. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2024.

**Pulte Home Company, LLC**

**Del Webb Oak Creek Community  
Development District**

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

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

**Passarella & Associates, Inc.**

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

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contract
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contract

**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACT  
(Passarella & Associates, Inc.- Mitigation Monitoring Services)**

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

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ of Pulte Home Company, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, \_\_\_\_\_, serve as \_\_\_\_\_ for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Del Webb Oak Creek Community Development District ("**District**") to accept an assignment of the Improvement Agreement (defined below).
- (ii) The Professional Services Agreement dated October 8, 2021, Task III., Mitigation Monitoring Services ("**Agreement**") between Developer and Passarella & Associates, Incl, ("**Contractor**"), and attached hereto as **Exhibit A**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Agreement as it relates to certain services ("**Services**") as described on **Exhibit A** agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Improvement Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) Developer \_\_\_\_ represents and warrants that there are no outstanding liens or claims relating to the Agreement, or \_\_\_\_ has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as **Exhibit D**.
- (vi) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.

- (vii) Pursuant to the *Amended and Restated Acquisition Agreement by and between Del Webb Oak Creek Community Development District and Pulte Home Company, LLC*, dated March 8, 2023, the District agrees to acquire any work previously conducted under the Agreement.

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.

Executed this \_\_\_ day of \_\_\_\_\_, 2024.

**Pulte Home Company, LLC**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. S/He [\_\_\_] is personally known to me or [\_\_\_] produced \_\_\_\_\_ as identification.

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

EXHIBIT A

Agreement

DRAFT



**CONTRACTOR’S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
(Passarella & Associates, Inc., - Task III Mitigation Monitoring Services)**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Passarella & Associates, Inc. “**Contractor**”), hereby agrees as follows:

- (i) The Professional Services Agreement dated October 8, 2021, ( “**Agreement**”) has been partially assigned as it relates to Task III., Mitigation Monitoring Services only to the Del Webb Oak Creek Community Development District (“**District**”) as it relates to certain improvements (“**Services**”) as described on **Exhibit A** attached hereto. Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Agreement are current and there are no outstanding disputes under the Agreement.
- (iii) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Passarella & Associates, Inc.**

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. S/He [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

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

EXHIBIT A

DESCRIPTION OF PROJECT

DRAFT

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)  
(Passarella & Associates, Inc., - Task III Mitigation Monitoring Services)**

**1. ASSIGNMENT.** This Addendum applies to that certain Professional Services Agreement dated October 8, 2021, (the “Contract”) as partially assigned to the Del Webb Oak Creek Community Development District (“**District**”) and Passarella & Associates, Inc., (“**Contractor**”), which Contract was partially assigned to the District for Task III Mitigation monitoring Services only simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. INSURANCE.** In existing to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**3. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

**4. INDEMNIFICATION.** Contractor’s indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Two Million Dollars (\$2,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable, and were included as part of the bid and/or assignment documents. The Contractor’s obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, (561) 630-4922, AND E-MAIL MKRIZEN@SDSINC.ORG.**

**6. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**7. NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

**If to the District:**

Del Webb Oak Creek Community Development  
District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: District Manager

**With a copy to:**

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

**8. COUNTERPARTS; ELECTRONIC SIGNATURES.** THE Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that the Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**9. E-VERIFY.** The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition of the Assignment and the Addendum, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. Any party may terminate the Contract or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

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

[CONTINUED ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**PASSARELLA & ASSOCITES, INC.**

\_\_\_\_\_  
Witness

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

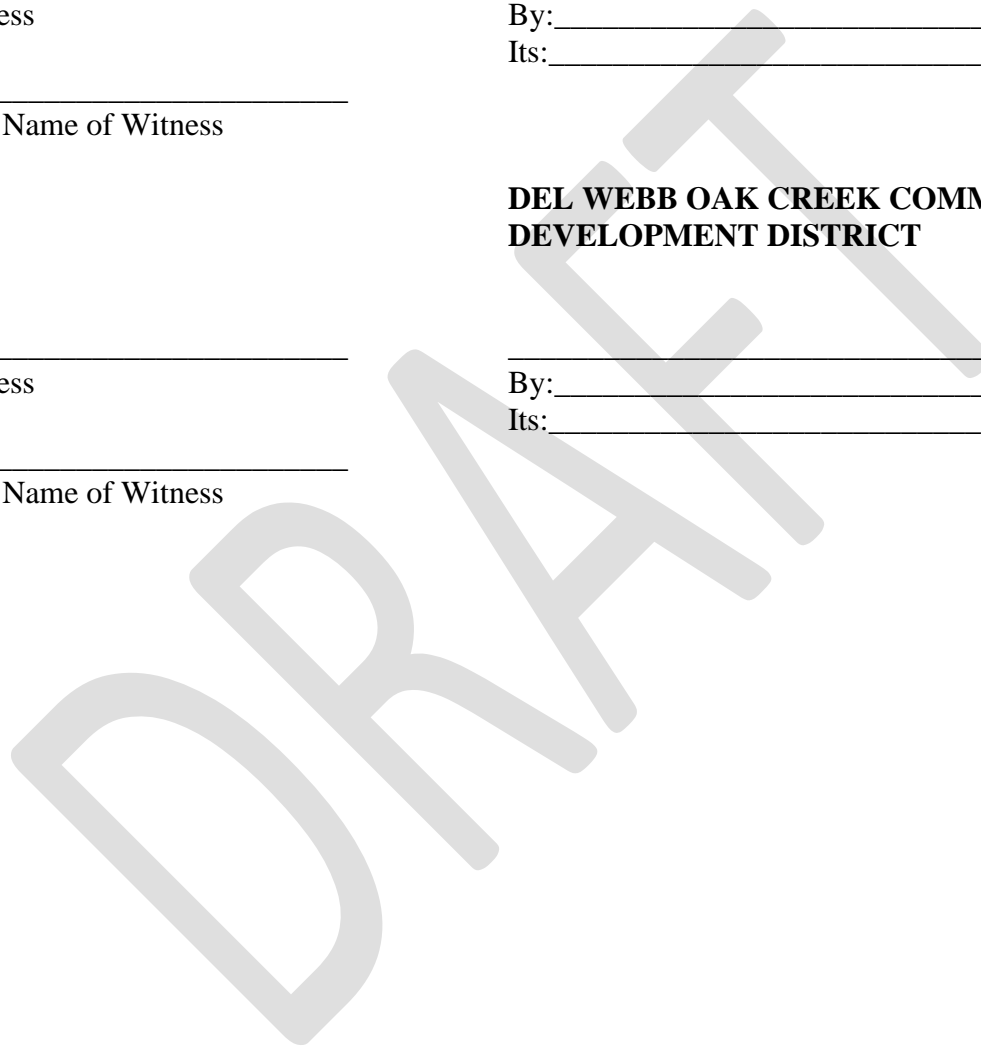
\_\_\_\_\_  
Print Name of Witness

**DEL WEBB OAK CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name of Witness



**PROFESSIONAL SERVICES AGREEMENT**

**SECTION 1 – GENERAL**

---

THIS IS AN AGREEMENT made as of 10-8, 2021, between **PulteGroup, Inc./Pulte Home Corporation** (“CLIENT”) and **Passarella & Associates, Inc.** (“CONSULTANT”).

This Agreement is for Del Webb Oak Creek (“Project”) consisting of 450± acres located in Sections 17, 18, and 20; Township 43 South, Range 25 East, Lee County, Florida.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional ecological services (“Services”) by CONSULTANT with respect to the Project and the payment for those services by CLIENT as set forth below.

CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of CLIENT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

**SECTION 2 – SCOPE OF SERVICES**

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Execution of this Agreement by CONSULTANT and CLIENT constitutes CLIENT’S written authorization to CONSULTANT to proceed on the date first above written with the Services described in Exhibit A, (“Scope of Services”) and in the other exhibits listed below. This Agreement will become effective on the date first above written.

**SECTION 3 – COMPENSATION**

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For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled “Scope of Services,” the CLIENT shall compensate the CONSULTANT as provided in Exhibit B.

For Reimbursable Expenses, in addition to payments provided for CONSULTANT and CONSULTANT’S Sub-Consultants, CLIENT shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT as set forth in Exhibit B.

Invoices for CONSULTANT’S services, Sub-Consultants, and Reimbursable Expenses will be prepared in accordance with CONSULTANT’S standard invoicing practices and will be submitted to CLIENT by CONSULTANT at least monthly. The amount billed for these services will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT’S invoice, CONSULTANT may, after giving seven day’S written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the CLIENT or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the



**CLIENT:**

PulteGroup, Inc./Pulte Home Corporation

*David Heintzel*  
Signature

By: David Heintzel  
Name Typed or Printed

Title: LAND MANAGER

Address for giving notices:

PulteGroup, Inc./Pulte Home Corporation  
24311 Walden Center Drive, Suite 300  
Bonita Springs, Florida 34134  
Phone: (239) 495-4850  
Fax: (239) 495-4898

**CONSULTANT:**

Passarella & Associates, Inc.

*Kenneth C. Passarella*  
Signature

By: Kenneth C. Passarella  
Name Typed or Printed

Title: President

Address for giving notices:

Passarella & Associates, Inc.  
13620 Metropolis Avenue, Suite 200  
Fort Myers, Florida 33912  
Phone: (239) 274-0067  
Fax: (239) 274-0069

Attest: \_\_\_\_\_  
Signature

(IF CORPORATION, AFFIX CORPORATE SEAL)

**OR**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Name typed, printed or stamped

(Seal)

## EXHIBIT A

Exhibit A consisting of four (4) pages referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated \_\_\_\_\_, 2021.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:

CLIENT 

CONSULTANT 

### SCOPE OF SERVICES

---

<u>Task</u>	<u>Description</u>
<b>I. Pre-Construction Coordination and Meetings</b>	
1.0 Eastern Indigo Snake Protection Measures	
1.1	Prepare Eastern indigo snake informational posters to hang at Project site.
1.2	Prepare educational material for land clearing and construction crews.
1.3	Prepare Eastern indigo snake monitoring report for submittal to U.S. Fish and Wildlife Service (USFWS).
2.0 Pre-Construction General Consultation and Meetings	
2.1	Prepare for and attend one pre-construction meeting with South Florida Water Management District (SFWMD) staff.
2.2	Conduct two on-site meetings with Lee County staff.
2.3	Conduct one on-site meeting with mitigation contractor.
2.4	Attend meetings/conference calls with Client to coordinate pre-construction activities.
3.0 Environmental Permit Compliance Coordination	
3.1	Research existing environmental permit requirements.
3.2	Coordinate pre-construction mitigation and permit requirements with Client.
3.3	Coordinate permit requirements with SFWMD and U.S. Army Corps of Engineers (COE).
<b>II. Gopher Tortoise Relocation Services</b>	
4.0 Phase I Gopher Tortoise Relocation Activities	
4.1	Conduct observations of backhoe excavation for up to seven days and assist with relocation efforts.
4.2	Deliver gopher tortoises to recipient site.
4.3	Prepare relocation report for submittal to Florida Fish and Wildlife Conservation Commission (FWCC).

<u>Task</u>	<u>Description</u>
5.0	Phase 2 Gopher Tortoise Burrow Survey
5.1	Conduct 100 percent gopher tortoise survey within construction limits.
5.2	Locate gopher tortoises using handheld GPS.
5.3	Prepare aerial map summarizing results of survey.
6.0	Phase 2 FWCC Gopher Tortoise Conservation Permit Application
6.1	Prepare and submit conservation permit application to FWCC for the off-site relocation of gopher tortoises located within the construction limits.
6.2	Coordinate permit application submittal with Client.
6.3	Respond to one request for additional information from FWCC.
7.0	Phase 2 Gopher Tortoise Relocation Activities
7.1	Conduct observations of backhoe excavation for up to four days and assist with relocation efforts.
7.2	Deliver gopher tortoises to recipient site.
7.3	Prepare relocation report for submittal to FWCC.
<b>III. Mitigation Monitoring Services</b>	
8.0	Baseline Monitoring and Report for Wetland Enhancement Areas
8.1	Conduct baseline wetland monitoring event per SFWMD standard requirements.
8.2	Coordinate results of baseline monitoring event with Client.
8.3	Prepare and submit baseline monitoring report to SFWMD and Lee County.
9.0	Water Level Monitoring Well Installation
9.1	Purchase and install four (4) electronic, continuous recording surficial monitoring wells (i.e., Troll 100s) and one (1) Baro Troll.
9.2	Coordinate with Project surveyor regarding monitoring well elevations.
10.0	Mitigation Observations through Time-Zero Monitoring
10.1	Conduct site visits to observe status of exotic vegetation removal and planting activities.
10.2	Coordinate mitigation activities with Client and exotic removal contractor.
11.0	Time-Zero Monitoring and Report for Wetland Enhancement Areas
11.1	Conduct time-zero monitoring event per SFWMD and COE standard requirements.
11.2	Coordinate results of time-zero monitoring event with Client.
11.3	Prepare and submit time-zero monitoring report to SFWMD, COE, and Lee County.
12.0	First Year Mitigation Observations
12.1	Conduct site visits to observe status of exotic vegetation maintenance.
12.2	Coordinate mitigation activities with Client and exotic removal contractor.
13.0	First Year Water Level Monitoring
13.1	Conduct quarterly wetland water level monitoring.
13.2	Prepare monitoring well data for submittal to SFWMD.
14.0	COE First Semi-Annual Monitoring for Wetland Enhancement Areas
14.1	Conduct first semi-annual wetland monitoring per COE standard requirements.

<u>Task</u>	<u>Description</u>
14.2	Coordinate results of semi-annual wetland monitoring with Client.
14.3	Prepare monitoring data for inclusion in first annual monitoring report.
15.0	First Annual Wetland Monitoring and Report for Wetland Enhancement Areas
15.1	Conduct first annual wetland monitoring event per SFWMD and COE standard requirements.
15.2	Coordinate results of first annual monitoring event with Client.
15.3	Prepare and submit first annual monitoring report to SFWMD, COE, and Lee County.
16.0	Second Year Mitigation Observations
16.1	Conduct site visits to observe status of exotic vegetation maintenance.
16.2	Coordinate mitigation activities with Client and exotic removal contractor.
17.0	Second Year Water Level Monitoring
17.1	Conduct quarterly wetland water level monitoring.
17.2	Prepare monitoring well data for submittal to SFWMD.
18.0	COE Second Semi-Annual Monitoring for Wetland Enhancement Areas
18.1	Conduct second semi-annual wetland monitoring per COE standard requirements.
18.2	Coordinate results of semi-annual wetland monitoring with Client.
18.3	Prepare monitoring data for inclusion in second annual monitoring report.
19.0	Second Annual Wetland Monitoring and Report for Wetland Enhancement Areas
19.1	Conduct second annual wetland monitoring event per SFWMD and COE standard requirements.
19.2	Coordinate results of second annual monitoring event with Client.
19.3	Prepare and submit second annual monitoring report to SFWMD, COE, and Lee County.
20.0	Third Year Mitigation Observations
20.1	Conduct site visits to observe status of exotic vegetation maintenance.
20.2	Coordinate mitigation activities with Client and exotic removal contractor.
21.0	Third Year Water Level Monitoring
21.1	Conduct quarterly wetland water level monitoring.
21.2	Prepare monitoring well data for submittal to SFWMD.
22.0	Third Annual Wetland Monitoring and Report for Wetland Enhancement Areas
22.1	Conduct third annual wetland monitoring event per SFWMD and COE standard requirements.
22.2	Coordinate results of third annual monitoring event with Client.
22.3	Prepare and submit third annual monitoring report to SFWMD, COE, and Lee County.
23.0	Fourth Year Mitigation Observations
23.1	Conduct site visits to observe status of exotic vegetation maintenance.
23.2	Coordinate mitigation activities with Client and exotic removal contractor.
24.0	Fourth Year Water Level Monitoring
24.1	Conduct quarterly wetland water level monitoring.

<u>Task</u>	<u>Description</u>
24.2	Prepare monitoring well data for submittal to SFWMD.
25.0	Fourth Annual Wetland Monitoring and Report for Wetland Enhancement Areas
25.1	Conduct fourth annual wetland monitoring event per SFWMD and COE standard requirements.
25.2	Coordinate results of fourth annual monitoring event with Client.
25.3	Prepare and submit fourth annual monitoring report to SFWMD, COE, and Lee County.
26.0	Fifth Year Mitigation Observations
26.1	Conduct site visits to observe status of exotic vegetation maintenance.
26.2	Coordinate mitigation activities with Client and exotic removal contractor.
27.0	Fifth Year Water Level Monitoring
27.1	Conduct quarterly wetland water level monitoring.
27.2	Prepare monitoring well data for submittal to SFWMD.
28.0	Fifth Annual Wetland Monitoring and Report for Wetland Enhancement Areas
28.1	Conduct fifth annual wetland monitoring event per SFWMD and COE standard requirements.
28.2	Coordinate results of fifth annual monitoring event with Client.
28.3	Prepare and submit fifth annual monitoring report to SFWMD, COE, and Lee County.
28.4	Conduct final sign-off inspection with SFWMD and COE staff.

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## EXHIBIT B

Exhibit B consisting of two (2) pages referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated \_\_\_\_\_, 2021.

Initial:

CLIENT 

CONSULTANT 

### COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services," the CLIENT shall compensate the CONSULTANT as follows:

Task	Description	Fee Type	Amount
<b>I. Pre-Construction Coordination and Meetings</b>			
1.0	Eastern Indigo Snake Protection Measures	LS	\$ 3,500.00
2.0	Pre-Construction General Consultation and Meetings	LS	\$ 12,500.00
3.0	Environmental Permit Compliance Coordination	LS	\$ 8,500.00
<b>Pre-Construction Coordination and Meetings Sub-Total:</b>			<b>\$ 24,500.00</b>
<b>II. Gopher Tortoise Relocation Services</b>			
4.0	Phase 1 Gopher Tortoise Relocation Activities	LS	\$ 20,000.00
5.0	Phase 2 Gopher Tortoise Burrow Survey	LS	\$ 5,500.00
6.0	Phase 2 FWCC Gopher Tortoise Conservation Permit Application	LS	\$ 5,500.00
7.0	Phase 2 Gopher Tortoise Relocation Activities	LS	\$ 10,000.00
<b>Gopher Tortoise Relocation Services Sub-Total:</b>			<b>\$ 41,000.00</b>
<b>III. Mitigation Monitoring Services</b>			
8.0	Baseline Monitoring and Report for Wetland Enhancement Areas	LS	\$ 17,500.00
9.0	Water Level Monitoring Well Installation	LS	\$ 5,500.00
10.0	Mitigation Observations through Time-Zero Monitoring	LS	\$ 8,500.00
11.0	Time-Zero Monitoring and Report for Wetland Enhancement Areas	LS	\$ 16,500.00
12.0	First Year Mitigation Observations	LS	\$ 5,200.00
13.0	First Year Water Level Monitoring	LS	\$ 4,500.00
14.0	COE First Semi-Annual Monitoring for Wetland Enhancement Areas	LS	\$ 6,100.00
15.0	First Annual Wetland Monitoring and Report for Wetland Enhancement Areas	LS	\$ 16,500.00
16.0	Second Year Mitigation Observations	LS	\$ 5,200.00
17.0	Second Year Water Level Monitoring	LS	\$ 4,500.00
18.0	COE Second Semi-Annual Monitoring for Wetland Enhancement Areas	LS	\$ 6,100.00
19.0	Second Annual Wetland Monitoring and Report for Wetland Enhancement Areas	LS	\$ 16,500.00
20.0	Third Year Mitigation Observations	LS	\$ 4,800.00
21.0	Third Year Water Level Monitoring	LS	\$ 4,500.00

<b>Task</b>	<b>Description</b>	<b>Fee Type</b>	<b>Amount</b>
22.0	Third Annual Wetland Monitoring and Report for Wetland Enhancement Areas	LS	\$ 16,500.00
23.0	Fourth Year Mitigation Observations	LS	\$ 4,800.00
24.0	Fourth Year Water Level Monitoring	LS	\$ 4,500.00
25.0	Fourth Annual Wetland Monitoring and Report for Wetland Enhancement Areas	LS	\$ 16,500.00
26.0	Fifth Year Mitigation Observations	LS	\$ 4,800.00
27.0	Fifth Year Water Level Monitoring	LS	\$ 4,500.00
28.0	Fifth Annual Wetland Monitoring and Report for Wetland Enhancement Areas	LS	\$ 19,500.00
<b>Mitigation Monitoring Services Sub-Total:</b>			<b>\$193,000.00</b>
<b>Total:</b>			<b>\$258,500.00</b>

**Fee Type Definition:**

**Lump Sum (LS):** Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT's services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing.

**PARTIAL ASSIGNMENT OF AGREEMENT &  
ACQUISITION OF COMPLETED SERVICES WORK PRODUCT**  
**(Collier Environmental Services- Wetland Preserve Maintenance)**

Assignor: Pulte Home Company, LLC (“**Assignor**”)  
Owner/Assignee: Del Webb Oak Creek Community Development District (“**Assignee**”)  
Contractor: Collier Environmental Services (“**Contractor**”)  
Contract: Work Order Number 1 pursuant to the Master Trade Contractor Agreement referenced therein dated March 16, 2023, (together, “**Contract**” or “**Project**”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor, for the above-referenced Project that is further described by the Contractor’s Acknowledgement and Acceptance of Assignment and Release. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof relating to the Project. Additionally, Assignee, agrees to acquire all work conducted to date as part of the Project. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2024.

**Pulte Home Company, LLC**

**Del Webb Oak Creek Community  
Development District**

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

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

**Collier Environmental Services**

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

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contract
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contract with Exhibits:



**DEVELOPER’S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACT  
(Collier Environmental Services- Wetland Preserve Maintenance)**

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

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ of Pulte Home Company, LLC (“**Developer**”), who, after being first duly sworn, deposes and says:

- (i) I, \_\_\_\_\_, serve as \_\_\_\_\_ for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Del Webb Oak Creek Community Development District (“**District**”) to accept an assignment of the Improvement Agreement (defined below).
- (ii) The Master Trade Contractor Agreement and Work Order Number 1 dated March 16, 2023, (together, “**Agreement**”) between Developer and Collier Environmental Services (“**Contractor**”), and attached hereto as **Exhibit A**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District’s acceptance of an assignment of the Agreement as it relates to certain services (“**Services**”) as described on **Exhibit A** agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, “**Indemnitees**”), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Improvement Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) Developer \_\_\_\_ represents and warrants that there are no outstanding liens or claims relating to the Agreement, or \_\_\_\_ has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as **Exhibit D**.
- (vi) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.

- (vii) Pursuant to the *Amended and Restated Acquisition Agreement by and between Del Webb Oak Creek Community Development District and Pulte Home Company, LLC*, dated March 8, 2023, the District agrees to acquire any work previously conducted under the Agreement.

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.

Executed this \_\_\_ day of \_\_\_\_\_, 2024.

**Pulte Home Company, LLC**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. S/He [\_\_\_] is personally known to me or [\_\_\_] produced \_\_\_\_\_ as identification.

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

EXHIBIT A

Agreement

DRAFT

**CONTRACTOR’S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
(Collier Environmental Services- Wetland Preserve Maintenance)**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Collier Environmental Services (“**Contractor**”), hereby agrees as follows:

- (i) Work Order Number 1 dated March 16, 2023, between Pulte Home Company, LLC and Contractor (together, “**Agreement**”) has been assigned to the Del Webb Oak Creek Community Development District (“**District**”) as it relates to certain improvements (“**Services**”) as described on **Exhibit A** attached hereto. Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Agreement are current and there are no outstanding disputes under the Agreement.
- (iii) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Collier Environmental Services**

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. S/He [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

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

EXHIBIT A

DESCRIPTION OF PROJECT

DRAFT

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)  
(Collier Environmental Services- Wetland Preserve Maintenance)**

**1. ASSIGNMENT.** This Addendum applies to that certain Work Order Number 1 dated March 16, 2023, (the “Contract”) between the Del Webb Oak Creek Community Development District (“**District**”) and Collier Environmental Services (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. INSURANCE.** In existing to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**3. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

**4. INDEMNIFICATION.** Contractor’s indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Two Million Dollars (\$2,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable, and were included as part of the bid and/or assignment documents. The Contractor’s obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, (561) 630-4922, AND E-MAIL MKRIZEN@SDSINC.ORG.**

**6. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**7. NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:



**If to the District:**

Del Webb Oak Creek Community Development  
District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: District Manager

**With a copy to:**

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

**8. COUNTERPARTS; ELECTRONIC SIGNATURES.** THE Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that the Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**9. E-VERIFY.** The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition of the Assignment and the Addendum, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. Any party may terminate the Contract or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

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

[CONTINUED ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**COLLIER ENVIRONMENTAL SERVICES**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name of Witness

**DEL WEBB OAK CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name of Witness

DRAFT

**WORK ORDER**  
to  
**Master Trade Contractor Agreement**

Pulte Market/Division:	<b>Southwest Florida division- 1075</b>
Pulte's Project Representative:	Rich Young
Contractor:	Collier Environmental Service
Contractor's Project Representative:	Will Elliott
Type of Trade:	Provide all labor and material for 5-year wetland preserve maintenance
Master Trade Contractor Agreement "Effective Date":	On File
Work Order Number:	1
Work Order Commencement Date:	3/16/2023
Project:	<b>Oak Creek - \$195,192.00</b>

This Work Order is issued pursuant to the Master Trade Contractor Agreement dated as of the Effective Date indicated above between Pulte and Contractor. Contractor accepts this Work Order and agrees to perform the Work described in Schedule A attached hereto for the above-referenced Project for the Work Price set forth in Schedule B attached hereto. Pulte agrees to pay Contractor the Work Price subject to the terms and conditions contained herein, and in the Master Trade Contractor Agreement. This Work Order covers the completion of the Work (including without limitation the provision of all necessary labor and supply of all Materials) described herein and in the schedules, exhibits and documents attached hereto for the above-referenced Project.

Contractor acknowledges that the prices set forth herein include all applicable sales tax, duties, labor, delivery, equipment, handling, bonding, royalty fees and license fees. Prices are effective on or after the date of Pulte's execution of this Work Order.

Prices specified herein shall remain fixed until otherwise agreed in writing by a Pulte authorized representative. Price changes shall not become effective unless and until a Change Order to this Work Order is executed by an authorized representative of Pulte and Contractor.

Invoices for non-contracted items must be supported by a purchase order or field Work Order executed by a Pulte authorized representative.

The documents listed below are incorporated as part of this Work Order:

Schedule A: Scope of Work - Per attached quotation

Each party signing this Work Order has read the above-referenced Master Trade Contractor Agreement, the additional provisions contained herein, and the Schedules described above and attached hereto, and accepts and agrees to be bound thereby. Contractor acknowledges having received a copy of the Master Trade Contractor Agreement and all schedules and exhibits to this Work Order prior to execution.

**PulteGroup**

**Contractor**

Signed: Richard Young  
Print Name: **Richard Young**  
Title: **Land Project Manager**  
Date: 3/16/2023

Signed: Will Elliott  
Print Name: **Will Elliott**  
Title: **General Manager**  
Date: 3/17/23



**Collier  
Environmental  
Services**

**Lake & Wetland Management Specialists**

**2600 Golden Gate Parkway, Naples, FL 34105  
239.262.2600 Office 239.261.1797 Fax**

**Oak Creek**

**Wetland Areas Maintenance**

This proposal, dated March 13, 2023, is between Collier Environmental Services and Customer.

1. Collier Environmental Services will manage the Wetland Preserves at the following sites in accordance with the terms and conditions stated in this proposal for five years.

Wetland preserves consisting of 129.8 acres at Oak Creek in Ft Myers, FL. The restored wetlands and uplands are indicated on exhibit "B".

2. Maintenance treatments to commence by the date agreed upon between Pulte Group and Collier Environmental Services. This proposal is based on annual maintenance treatments to exotic and nuisance vegetation for a period of five years.
3. Customer agrees to pay Collier Environmental Services for specified services listed below for Wetland Preserve maintenance treatments.

Exotic and nuisance vegetation maintenance treatments - treatments are all "kill in place"	Included
Site Visit Sheets	Included

Herbicide applications are supervised by FDACS commercially licensed personnel and only EPA materials are applied

4. Wetland Preserve maintenance will include necessary inspections and treatments will be made as needed. Site visit sheets will be made.
5. This proposal is for sixty months with yearly automatic renewals with a 3% increase, unless negotiated or otherwise stated in a proposal Addendum. The service can be adjusted by agreement of both Parties and set forth in writing.

**Maintenance Treatment Program Cost Summary:**

2023	\$36,765.00
2024	\$37,868.00
2025	\$39,004.00
2026	\$40,175.00
2027	<u>\$41,380.00</u>
<b>Total</b>	<b>\$195,192.00</b>

6. This proposal can be terminated by either party with sixty day written notice to be sent via certified mail. Notice can be sent to Collier Environmental Services, 2600 Golden Gate Parkway, Naples, FL 34105.
7. Collier Environmental Services will be responsible for maintaining the preserves in compliance with all state of Florida wetland preserve vegetation guidelines with annual exotic vegetation treatments.
8. Collier Environmental Services employs Best Management Practices, calibrated equipment, authorized materials, and safety trained technicians for all treatment sites.
9. Collier Environmental Services will abide by all Local, State, and Federal laws and regulations currently in effect.
10. Collier Environmental Services is fully insured and will provide a Certificate of Insurance upon request.
11. Collection for services rendered is as follows: Thirty days after invoice date. Subject to additional charges for any late payment. If customer defaults on any provision of this agreement, a mechanics lien on the property for collection of monies will be filed.
12. Customer must remit offer of Acceptance of this proposal to Collier Environmental Services within thirty days or the proposal will be null and void.

Will Elliott  
Collier Environmental Services, a.k.a.  
Peninsula Improvement Corporation

\_\_\_\_\_  
Date







3/13/23 Richard Young  
Pulte Group

3/16/23  
\_\_\_\_\_  
Date



SCALE: 1" = 600'

LEGEND:

-  INDIGENOUS WETLAND PRESERVATION AND ENHANCEMENT (30.44 Ac.±)
-  INDIGENOUS WETLAND RESTORATION (13.79 Ac.±)
-  INDIGENOUS UPLAND PRESERVATION AND ENHANCEMENT (40.60 Ac.±)
-  INDIGENOUS UPLAND RESTORATION (11.88 Ac.±)
-  OTHER SURFACE WATER WITHIN CONSERVATION AREA (3.16 Ac.±)
-  FLOW-WAY

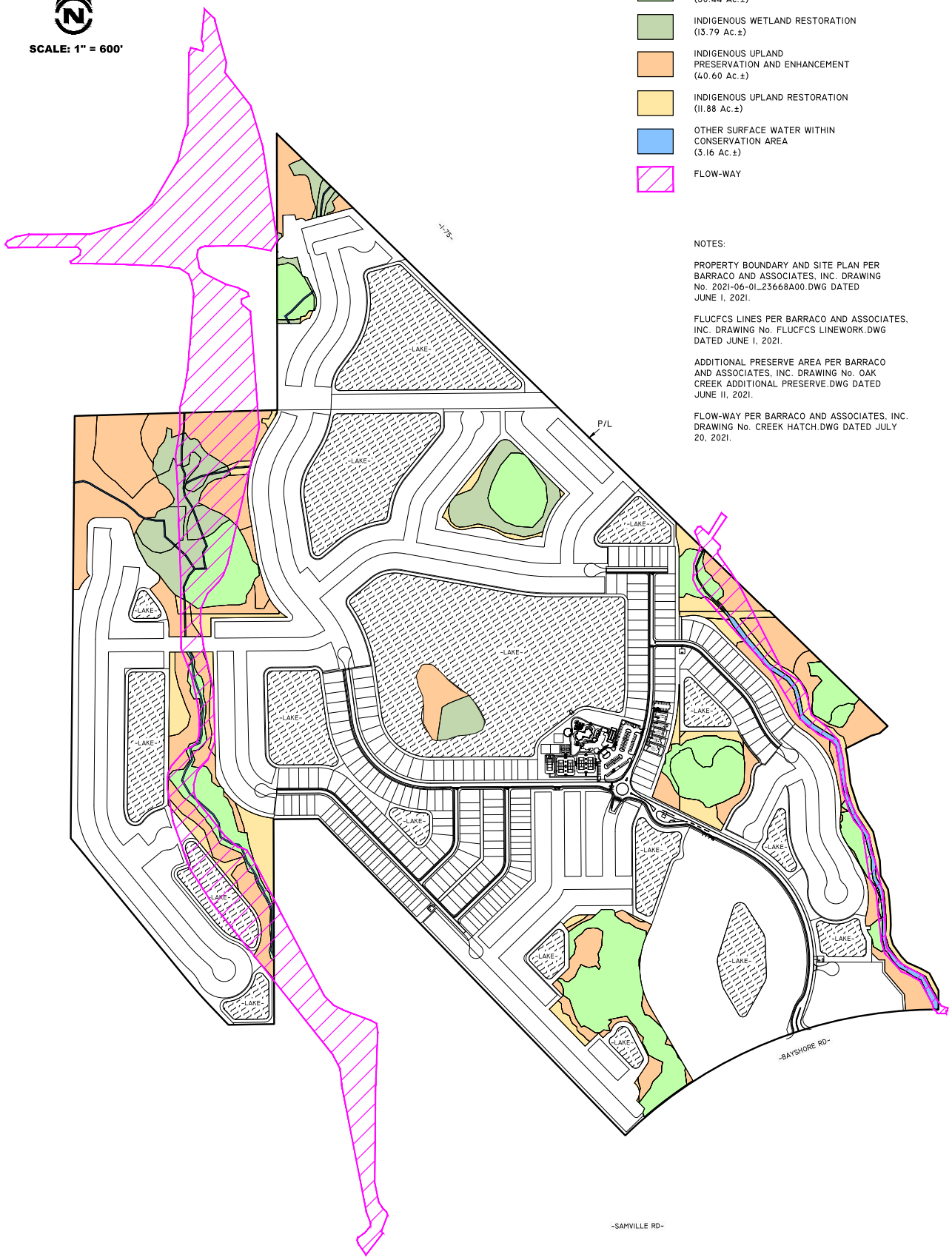
NOTES:

PROPERTY BOUNDARY AND SITE PLAN PER BARRACO AND ASSOCIATES, INC. DRAWING No. 2021-06-01\_23668A00.DWG DATED JUNE I, 2021.

FLUCFCS LINES PER BARRACO AND ASSOCIATES, INC. DRAWING No. FLUCFCS LINEWORK.DWG DATED JUNE I, 2021.

ADDITIONAL PRESERVE AREA PER BARRACO AND ASSOCIATES, INC. DRAWING No. OAK CREEK ADDITIONAL PRESERVE.DWG DATED JUNE II, 2021.

FLOW-WAY PER BARRACO AND ASSOCIATES, INC. DRAWING No. CREEK HATCH.DWG DATED JULY 20, 2021.



J:\2021\21PG13526\2021\21PG13526\INDIGENOUS VEGETATION PRESERVATION RESTORATION MORT PLAN\_0722E.DWG TAB: 10X7-M JUL 21, 2021 - 9:45AM PLOTTED BY: TIONE

DRAWN BY T.S.	DATE 6/11/21	13620 Metropolis Avenue Suite 200 Ft. Myers, FL 33912 Phone (239) 274-0067 Fax (239) 274-0069
REVIEWED BY S.J.	DATE 6/11/21	
REVISED	DATE	
T.S.	7/21/21	



DEL WEBB OAK CREEK  
INDIGENOUS VEGETATION PRESERVATION,  
RESTORATION, AND MANAGEMENT

DRAWING No. 21PG13526
SHEET No. 69

**RESOLUTION 2025-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT RESCINDING RESOLUTION 2024-01 AND FURTHER DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH LEE COUNTY, FLORIDA, REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Del Webb Oak Creek Community Development District ("District") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Act"), and Lee County Ordinance No. 22-15 ("Ordinance"); and

**WHEREAS**, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, stormwater management and drainage systems and related earthwork, potable water distribution systems (including associated connection fees), reclaimed water distribution systems, sanitary sewer collection and conveyance systems (including associated connection fees), landscaping, irrigation, and hardscape improvements, off-site roadway improvements, off-site utility improvements, and other infrastructure; and

**WHEREAS**, the District presently consists of 413.95 acres, more or less, as more fully described in the Ordinance; and

**WHEREAS**, the District previously adopted Resolution 2024-01, which authorized the Chairman and District Staff to proceed with the preparation and filing of any documentation with the Lee County Board of County Commissioners, as necessary to seek the amendment of the District's boundaries; and

**WHEREAS**, the District now desires to rescind Resolution 2024-01 and to amend and restate its direction relative to the pursuance of a boundary amendment, as set forth in more detail herein; and

**WHEREAS**, the District desires to amend its boundaries to include certain property which property is generally depicted in **Exhibit A** attached hereto and incorporated herein by reference ("Expansion Area") and upon which property the District intends to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS**, the proposed Expansion Area consists of portions of sufficiently contiguous lands previously identified in the Ordinance which may be added to the boundaries of the District within ten (10) years of the District's establishment pursuant to Section 190.046(1)(h), Florida Statutes; and



**WHEREAS**, the District will obtain written consents to the expansion of the District by the landowners of the lands included in the Expansion Area; and

**WHEREAS**, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS**, for the area of land within the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

**WHEREAS**, the expansion of land to the District in the Expansion Area is not inconsistent with either the State or local comprehensive plan; and

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

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

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

**WHEREAS**, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition to Lee County, Florida, and such other actions as are necessary in furtherance of the boundary amendment process.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT:**

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

**SECTION 2.** Upon the adoption of this Resolution, Resolution 2024-01 is hereby rescinded and is of no further force and effect.

**SECTION 3.** The Board hereby directs the Chairman and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with Lee

County to seek the amendment of the District’s boundaries to include the lands within the Expansion Area, pursuant to Chapter 190, Florida Statutes, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, Florida Statutes, for the amendment of the District’s boundaries.

**SECTION 4.** The Board hereby authorizes the District Chairman and Kutak Rock LLP, District Counsel, to act as agents of the District with regard to any and all matters pertaining to the petition to Lee County to amend the boundaries of the District.

**SECTION 5.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 13th day of January, 2025.

ATTEST:

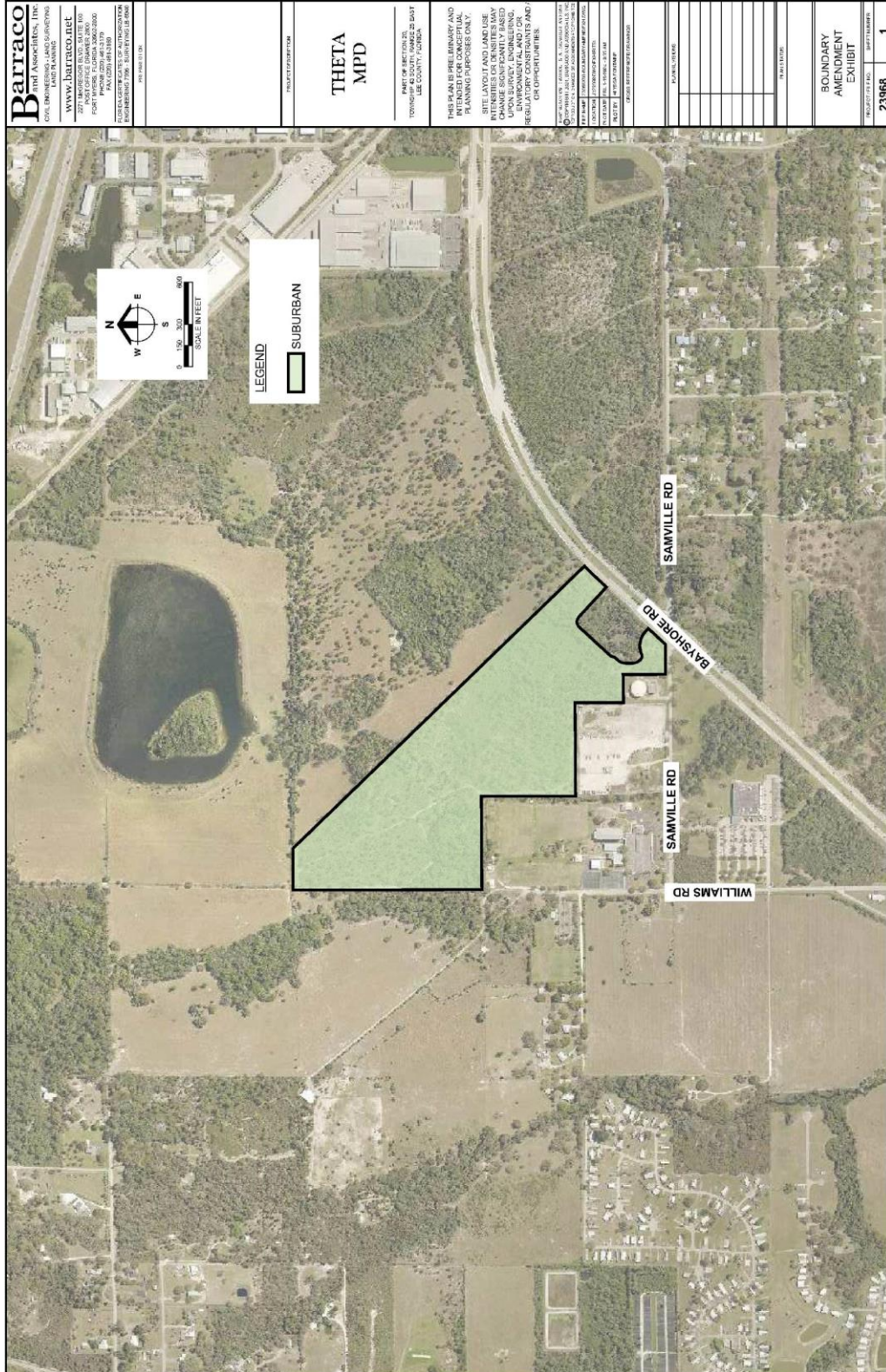
**DEL WEBB OAK CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Expansion Area

# EXHIBIT A Expansion Area



<p><b>Barraco</b> and Associates, Inc. CIVIL ENGINEERING / LAND SURVEYING 14000 W. BAYVIEW BLVD., SUITE 200 DADE COUNTY, FLORIDA 33150 TEL: 305.444.1111 WWW.BARRACCOAEC.COM</p>	<p><b>PROJECT INFORMATION</b></p> <p style="text-align: center;"><b>THETA MPD</b></p>	<p><b>DATE OF THIS PLAN:</b> TOWNSHIP &amp; COUNTY, JAN 23, 2017 LEE COUNTY, FLORIDA</p>	<p><b>THIS PLAN IS PRELIMINARY AND NOT BE USED FOR CONSTRUCTION OR ANY OTHER PLANNING PURPOSES ONLY.</b></p> <p><b>SITE LAYOUT AND USE INTENTIONS OF DESIGNER MAY VARY FROM THE INFORMATION PROVIDED UPON DESIGNER'S CONSULTING ENVIRONMENTAL AND/OR REGIONAL PLANNING BOARD OR OPPORTUNITIES.</b></p>
<p><b>BOUNDARY AMENDMENT EXHIBIT</b></p>			
<p>PROJECT NO. <b>23968</b></p>			<p>SHEET NUMBER <b>1</b></p>

**DESCRIPTION**

Parcel in  
Section 20, Township 43 South, Range 25 East  
Lee County, Florida

A tract or parcel of land lying in Section 20, Township 43 South, Range 25 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

BEGINNING at the West Quarter corner of said Section 20 run N89°35'46"E along the North line of the Southwest Quarter (SW 1/4) of said Section 20 for 293.86 feet; thence run S44°05'41"E for 2,874.75 feet to a point on a non-tangent curve and intersection with the Northwesterly right of way line of Bayshore Road (State Road No. 78) as shown on F.D.O.T. Right of Way Map, Section No. 12060-2535; thence run along said Northwesterly right of way line the following courses: Southwesterly along an arc of a curve to the left of radius 2,914.79 feet (delta 03°14'50") (chord bearing S44°16'54"W) (chord 165.18 feet) for 165.20 feet to a point of tangency and S42°39'29"W for 49.66 feet; thence run N47°20'31"W for 288.69 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 50.00 feet (delta 90°00'00") (chord bearing S87°39'29"W) (chord 70.71 feet) for 78.54 feet to a point of tangency; thence run S42°39'29"W for 305.74 feet to a point on a non-tangent curve; thence run Southwesterly along an arc of a curve to the right of radius 62.00 feet (delta 43°34'27") (chord bearing S26°36'31"W) (chord 46.02 feet) for 47.15 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 82.00 feet (delta 48°27'22") (chord bearing S24°10'03"W) (chord 67.30 feet) for 69.35 feet to a point of tangency; thence run S00°03'38"E for 53.50 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 70.00 feet (delta 43°41'16") (chord bearing S21°54'16"E) (chord 52.09 feet) for 53.37 feet to a point of tangency; thence run S43°44'54"E for 10.09 feet to a point of curvature; thence run Easterly along an arc of a curve to the left of radius 30.00 feet (delta 70°31'44") (chord bearing S79°00'46"E) (chord 34.64 feet) for 36.93 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the right of radius 150.00 feet (delta 66°56'07") (chord bearing S80°48'34"E) (chord 165.44 feet) for 175.24 feet to a point of tangency; thence run S47°20'31"E for 28.72 feet to an intersection with said Northwesterly right of way line of Bayshore Road; thence run S42°39'29"W along said Northwesterly right of way line for 164.10 feet to an intersection with the North right of way line of Samville Road, also being the North line of the South 25 feet of said Southwest Quarter (SW 1/4) of Section 20; thence run S89°34'56"W along said North right of way line for 213.42 feet to an intersection with the East line of the West 200 feet of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 20; thence run N00°03'38"W along said East line for 300.01 feet to an intersection with the North line of the South 325 feet of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 20; thence run S89°34'56"W along said North line for 200.00 feet to an intersection with the West line of said Southeast Quarter

DESCRIPTION (CONTINUED)

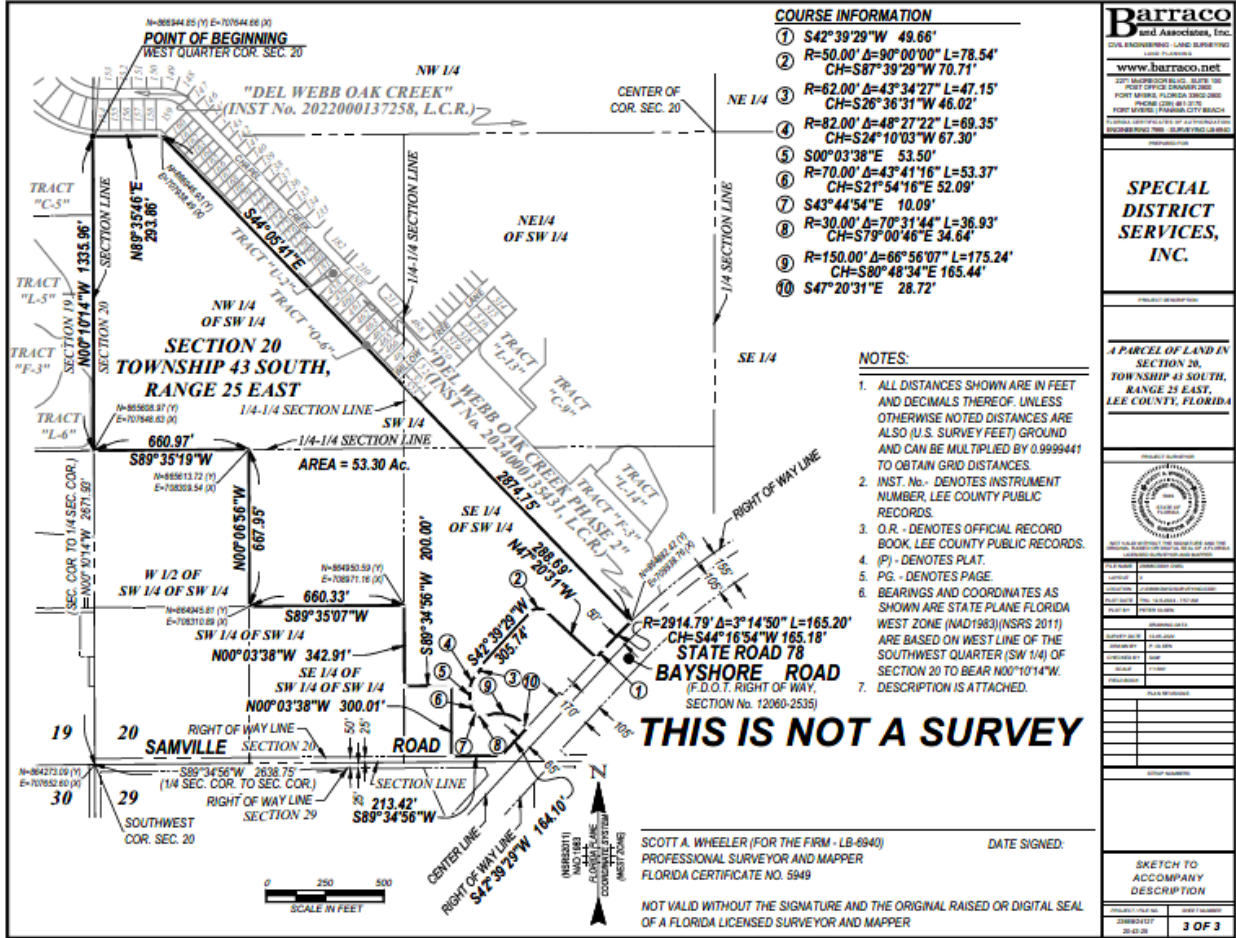
(SE 1/4) of the Southwest Quarter (SW 1/4) of Section 20; thence run  $N00^{\circ}03'38''W$  along said West line for 342.91 feet to the Northeast corner of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 20; thence run  $S89^{\circ}35'07''W$  along the North line of said Fraction for 660.33 feet to an intersection with the East line of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 20; thence run  $N00^{\circ}06'56''W$  along said East line for 667.95 feet to the Northeast corner of said Fraction; thence run  $S89^{\circ}35'19''W$  along the North line of said Fraction for 660.97 feet to an intersection with the West line of the Southwest Quarter (SW 1/4) of said Section 20; thence run  $N00^{\circ}10'14''W$  along said West line for 1,335.96 feet to the POINT OF BEGINNING.

Containing 53.30 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983)(NSRS 2011) and are based on the North line of the Southwest Quarter (SW 1/4) of said Section 20 to bear  $N89^{\circ}35'46''E$

\_\_\_\_\_  
Scott A. Wheeler (For The Firm)  
Professional Surveyor and Mapper  
Florida Certificate No. 5949

L:\23668 - Chapel Oak (Pulte)\Surveying\Descriptions\CDD\23668CDD01.doc



**COURSE INFORMATION**

- ① S42°39'29"W 49.66'
- ② R=50.00' Δ=90°00'00" L=78.54'  
CH=S87°39'29"W 70.71'
- ③ R=62.00' Δ=43°34'27" L=47.15'  
CH=S26°36'31"W 46.02'
- ④ R=82.00' Δ=48°27'22" L=69.35'  
CH=S24°10'03"W 67.30'
- ⑤ S00°03'38"E 53.50'
- ⑥ R=70.00' Δ=43°41'16" L=53.37'  
CH=S21°54'16"E 52.09'
- ⑦ S43°44'54"E 10.09'
- ⑧ R=30.00' Δ=70°31'44" L=36.93'  
CH=S79°00'46"E 34.64'
- ⑨ R=150.00' Δ=66°56'07" L=175.24'  
CH=S80°48'34"E 165.44'
- ⑩ S47°20'31"E 28.72'

**NOTES:**

1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GROUND AND CAN BE MULTIPLIED BY 0.9999441 TO OBTAIN GRID DISTANCES.
2. INST. No. - DENOTES INSTRUMENT NUMBER, LEE COUNTY PUBLIC RECORDS.
3. O.R. - DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
4. (P) - DENOTES PLAT.
5. PG. - DENOTES PAGE.
6. BEARINGS AND COORDINATES AS SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) ARE BASED ON WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 20 TO BEAR N00°10'14"W.
7. DESCRIPTION IS ATTACHED.

**Barraco**  
and Associates, Inc.  
LOCAL ENGINEERING, LAND SURVEYING,  
LAND ACQUISITION

www.barraco.net

3001 WASHINGTON BLVD., SUITE 100  
FORT MYERS, FLORIDA 33902-2880  
PHONE: (888) 881-2879  
FAX: (888) 881-2879  
COUNTY OFFICE: FORT MYERS, FLORIDA  
EMPLOYEES: 100 SURVEYORS, 100 ENGINEERS, 100 PLANNERS, 100 DESIGNERS

**SPECIAL DISTRICT SERVICES, INC.**

A PARCEL OF LAND IN  
SECTION 20,  
TOWNSHIP 43 SOUTH,  
RANGE 25 EAST,  
LEE COUNTY, FLORIDA

PROJECT INFORMATION

SECTION 20,  
TOWNSHIP 43 SOUTH,  
RANGE 25 EAST,  
LEE COUNTY, FLORIDA

DATE: 08/28/2023

SCALE: AS SHOWN

DATE: 08/28/2023

SKETCH TO ACCOMPANY DESCRIPTION

3 OF 3