



**DEL WEBB OAK CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
FEBRUARY 13, 2023
11:30 A.M.**

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

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AGENDA
DEL WEBB OAK CREEK
COMMUNITY DEVELOPMENT DISTRICT
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134
REGULAR BOARD MEETING
February 13, 2023
11:30 A.M.

A. Call to Order

B. Proof of Publication.....Page 1

C. Establish Quorum

D. Additions or Deletions to Agenda

E. Comments from the Public for Items Not on the Agenda

F. Approval of Minutes

 1. December 12, 2022 Regular Board Meeting.....Page 2

G. Old Business

H. New Business

 1. Consider Resolution No. 2023-01 – Adopting Record Retention Policy.....Page 5

 2. Consider Resolution No. 2023-02 – Electing Officers.....Page 16

 3. Consider Resolution No. 2023-03 – Authorizing Electronic Approvals and Check Signers.....Page 17

 4. Consider Resolution No. 2023-04 – Adopting Supplemental Assessment Resolution.....Page 18

 5. Consider Approval of Amended and Restated Acquisition Agreement.....Page 70

 6. Consider Selection of District Engineer.....Page 82

 7. Consider Approval of Uniform Collection Interlocal Agreement.....Page 83

I. Administrative Matters

J. Board Members Comments

K. Adjourn

Miscellaneous Notices



Published in The News-Press on February 3, 2023

Location

Lee County,

Notice Text

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 February 13, 2023, at 11:30 a.m. at 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 Manager's 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 Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the 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. Michelle Krizen District Manager DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT www.delwebboakcreekcdd.org AD#5576590 Feb 3, 2023

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
DECEMBER 12, 2022**

A. CALL TO ORDER

The December 12, 2022, 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 December 1, 2022, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Chairman	Scott Brooks	Present via phone
Vice Chairperson	Laura Ray	Present
Supervisor	Naomi Robertson	Present
Supervisor	Patrick Butler	Present
Supervisor	Michael Hueniken	Present

Staff present included:

District Manager	Kathleen Meneely	Special District Services, Inc.
District Manager	Michelle Krizen	Special District Services, Inc.
District Counsel	Wes Haber	Kutak Rock
District Engineer	Carl Barraco, Jr.	Barraco and Associates, Inc.
District Bond Counsel	Steve Sanford	GreenbergTraurig

Also present was Kate John of Kutak Rock.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

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

There were comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. November 14, 2022, Regular Board Meeting

The minutes of the November 14, 2022, Regular Board Meeting were presented for consideration.

A **motion** was then made by Ms. Ray, seconded by Mr. Hueniken and passed unanimously approving the minutes of the November 14, 2022, Regular Board Meeting, as presented.

G. OLD BUSINESS

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

H. NEW BUSINESS

1. Consider Preliminary Supplemental Methodology

Mr. Karmeris went over the report, indicating there would be 522 units. The bond will be not to exceed \$13,000,000, which is subject to change at final bond pricing. Discussion ensued regarding the numbers being based on the interest rate and other factors. He noted that it could be adjusted as long as it is under \$13,000,000.

A **motion** was made by Mr. Butler, seconded by Ms. Ray and passed unanimously approving the Supplemental Assessment Methodology Report, in substantial form.

2. Consider Resolution No. 2022-32 – Bond Delegation Resolution

Resolution No. 2022-32 was presented, entitled:

RESOLUTION NO. 2022-32

A RESOLUTION OF THE BOARD OF SUPERVISORS (THE “BOARD”) OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$13,000,000 DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (2023 PROJECT) (THE “2023 BONDS”) TO FINANCE CERTAIN PUBLIC INFRASTRUCTURE WITHIN THE DISTRICT; DETERMINING THE NEED FOR A NEGOTIATED LIMITED OFFERING OF THE 2023 BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH BONDS; APPOINTING THE UNDERWRITER FOR THE LIMITED OFFERING OF THE 2023 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE 2023 BONDS; APPROVING THE USE OF THAT CERTAIN MASTER TRUST INDENTURE PREVIOUSLY APPROVED BY THE BOARD WITH RESPECT TO THE 2023 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL TRUST INDENTURE GOVERNING THE 2023 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM; APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF BOND

PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORT AND ENGINEER'S REPORT; PROVIDING FOR THE REGISTRATION OF THE 2023 BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE 2023 BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Mr. Sanford explained the parameters that allow the Chair and Vice Chair to sign when the bond is ready to be sold. This document is signed in substantial form. The preliminary offering memorandum was shared with the Board. The continuing disclosure was shared, explaining the Board's annual requirements.

A **motion** was made by Mr. Hueniken, seconded by Mr. Butler and passed unanimously adopting Resolution No. 2022-32, as presented.

I. ADMINISTRATIVE MATTERS

It was noted that the next meetings were scheduled for January 9, 2023, and February 13, 2023.

J. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Ray, seconded by Mr. Butler and passed unanimously adjourning the Regular Board Meeting at 11:41 a.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

MEMORANDUM

TO: DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS

FROM: ALYSSA WILLSON

DATE: FEBRUARY 13, 2023

RE: PUBLIC RECORDS RETENTION

The purpose of this memorandum and attached resolutions are to update and/or establish the District's Records Retention Policy, including to reflect management of transitory messages and establishment that the electronic record is considered the official record.

The District essentially has two options to ensure compliance with applicable Records Retention laws.

First, the District can adopt the Florida Records Retention Schedules modified to ensure the District is also retaining the records required by federal law and the trust indenture. This option allows for the timely destruction of records while ensuring that the District's policy is in compliance with state and federal laws. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 1**.

Second, a District can adopt the Florida Records Retention Schedules as written and adopt a policy that states that the District will not be destroying any records at this point in time, with the exception of Transitory Messages. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 2**.

It is important to note that the District could change its Records Retention policy at a later date so long as the District's amendment was consistent with the notice and hearing provisions found in Chapter 190.

OPTION 1

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Del Webb Oak Creek Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Lee County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("Records Management Liaison Officer"); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the "Policy") for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

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

SECTION 1. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the

individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B. Coordinate the District's records inventory;
- C. Maintain records retention and disposition forms;
- D. Coordinate District records management training;
- E. Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F. Participate in the development of the District's development of electronic record keeping systems;
- G. Submit annual compliance statements;
- H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in **Exhibit A**. Notwithstanding the foregoing, the District shall retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with the *General Records Schedule for State and Local Government Agencies, Item #146*, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. Additionally, in accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic

amendment shall not reduce the retention times set forth in **Exhibit A**. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of February, 2023.

ATTEST:

**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: District Amendments to General Records Schedules Established by the Division

Exhibit A

District Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

OPTION 2

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Del Webb Oak Creek Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Lee County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

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

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the

individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include, but not be limited to, the following:

- A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B. Coordinate the District's records inventory;
- C. Maintain records retention and disposition forms;
- D. Coordinate District records management training;
- E. Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F. Participate in the District's development of electronic record keeping systems.
- G. Submit annual compliance statements;
- H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall only retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with *the General Records Schedule for State and Local Government Agencies, Item #146*, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. Additionally, in accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically

incorporate such amendment or supplement provided that such automatic change does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of February, 2023.

ATTEST:

**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Composite Exhibit A: General Records Schedules, GS1-SL and GS3

Composite Exhibit A

General Records Schedules Established by the Division (GS1-SL and GS3)

[attach, if Option 2 adopted]

RESOLUTION 2023-02

A RESOLUTION ELECTING THE OFFICERS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT, COLLIER COUNTY, FLORIDA.

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

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

SECTION 1. The following persons are elected to the offices shown:

- Chairperson _____
- Vice Chairperson _____
- Secretary _____
- Assistant Secretary _____
- Assistant Secretary _____
- Assistant Secretary _____
- Assistant Secretary _____
- Assistant Secretary _____
- Assistant Secretary _____
- Treasurer _____
- Assistant Treasurer _____

PASSED AND ADOPTED this 13th day of February, 2023.

ATTEST:

**DEL WEBB OAK CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

RESOLUTION NO. 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Del Webb Oak Creek Community Development District ("District") has established a District checking/operating account in order for the District to expend public funds of the District as authorized and required; and

WHEREAS, the Board of Supervisors (the "Board") of the District shall designate authorized staff and/or District officials to approve expenditures, via electronic or non-electronic approval processes, from the checking/operating account;

WHEREAS, the Board of the District has selected Todd Wodraska, Jason Pierman, Patricia LasCasas, Michelle Krizen and _____ to serve as the signatories, as required, on the District checking/operating account; and

WHEREAS, all resolutions or parts thereof of the District in conflict with the provisions contained herein are to the extent of any such conflict, hereby superseded and repealed.

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

Section 1. The above recitals are hereby adopted.

Section 2. Each expenditure from the checking/operating account will require a minimum of two (2) approvals and a designated member of the Board, by an electronic approval procedure, will have an opportunity to review the District's expenditure(s) prior to release of payment(s).

Section 3. When necessary to write checks, the signatures of two (2) of the six (6) signatories named herein will be required on all District checks tendered from the District checking/operating account, as approved.

PASSED, ADOPTED and becomes EFFECTIVE this 13th day of February, 2023.

ATTEST:

**DEL WEBB OAK CREEK
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

RESOLUTION 2023-04

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023; CONFIRMING THE DISTRICT'S PROVISION OF THE SERIES 2023 PROJECT AND ADOPTING A ENGINEER'S REPORT; CONFIRMING AND ADOPTING A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SERIES 2023 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2023 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the District's Board of Supervisors (the "Board") has previously adopted, after notice and public hearing, Resolution 2022-29, relating to the imposition, levy, collection and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2022-29, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with a series of bonds and the terms of the bond issue; and

WHEREAS, on February , 2023, the District entered into a *Bond Purchase Contract* whereby it agreed to sell \$_____.00 of its Special Assessment Bonds, Series 2023 (2023 Project) (the "Series 2023 Bonds"); and

WHEREAS, pursuant to and consistent with Resolution 2022-29, the District desires to set forth the particular terms of the sale of the Series 2023 Bonds and confirm the lien of the special assessments securing the Series 2023 Bonds on the lands within the 2023 Project within the District.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170 and 197, *Florida Statutes*, and Resolution 2022-29.

SECTION 2. FINDINGS. The Board of Supervisors of the Del Webb Oak Creek Community Development District hereby finds and determines as follows:

(a) On August 29, 2022, the District, after due notice and public hearing, adopted Resolution 2022-29, which, among other things, equalized, approved, confirmed and levied special assessments on all of the lands within the District benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds was issued to fund all or any portion of the District's infrastructure improvements within the District, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certifying the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the True-Up amounts and the application of receipt of True-Up proceeds.

(b) The *Engineer's Report*, dated July 11, 2022 which is attached to this Resolution as **Exhibit A** (the "Engineer's Report"), identifies and describes the capital infrastructure improvements included within the District's "Series 2023 Project," a portion of which project is to be financed with the Series 2023 Bonds. The District hereby confirms that the Series 2023 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby confirmed. The District ratifies its use in connection with the sale of the Series 2023 Bonds.

(c) The *Supplemental Special Assessment Methodology Report*, dated [REDACTED], 2023, attached to this Resolution as **Exhibit B** (the "Supplemental Assessment Report"), applies the adopted Master Assessment Methodology Report for the District to the actual terms of the Series 2023 Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Series 2023 Bonds.

(d) The Series 2023 Project will specially benefit all of the developable acreage within 2023 Project. It is reasonable, proper, just and right to assess the portion of the costs of the Series 2023 Project financed, in part, with the Series 2023 Bonds to the specially benefited properties within 2023 Project, as set forth in Resolution 2022-29 and this Resolution.

SECTION 3. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2023 BONDS. As provided in Resolution 2022-29, this Resolution is intended to set forth the terms of the Series 2023 Bonds and the final amount of the lien of the special assessments securing those bonds. The Series 2023 Bonds, in a par amount of \$ [REDACTED] shall bear such rates of interest and maturity as shown on **Exhibit C** attached hereto. The final payment on the Series 2023 Bonds shall be due on May 1, 2053. The sources and uses of funds of the Series 2023 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2023 Bonds is set forth on **Exhibit E** attached hereto. The lien of the special assessments securing the Series 2023 Bonds on all developable land within 2023 Project within the District shall be the principal amount due

on the Series 2023 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Series 2023 Bonds are secured solely by the lien against lands within 2023 Project within the District.

SECTION 4. ALLOCATION OF ASSESSMENTS SECURING SERIES 2023 BONDS.

(a) The special assessments for the Series 2023 Bonds shall be allocated in accordance with **Exhibit B**, which allocation shall initially be on a per acre basis and further allocated as lands are platted. The Supplemental Assessment Report is consistent with the District's Master Special Assessment Methodology Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the District's Series 2023 Bonds. The estimated costs of collection of the special assessments for the Series 2023 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the special assessments securing the Series 2023 Bonds includes all developable land within 2023 Project within the District, as such land is ultimately defined and set forth in plats or other designations of developable acreage. To the extent land is added to 2023 Project, the District may, by supplemental resolution, determine such land to be benefited by the Series 2023 Project and reallocate the special assessments securing the Series 2023 Bonds and impose special assessments on the newly added and benefited property.

(c) Taking into account earnings on certain funds and accounts as set forth in the *Master Trust Indenture*, dated February 1, 2023 and *First Supplemental Trust Indenture*, dated February 1, 2023 and by and between the District and U.S. Bank Trust Company, National Association, as trustee, the District shall begin annual collection of special assessments for the Series 2023 Bonds debt service payments using the methods available to it by law. Debt service payments and semi-annual installments of interest are reflected on **Exhibit E**.

(d) The District hereby certifies the special assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Lee County and Florida law for collection. The District Manager shall prepare or cause to be prepared each year a tax roll for purposes of effecting the collection of the special assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect any prepayments of debt as and when due and to collect special assessments on unplatted property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service on the Series 2023 Bonds.

SECTION 5. APPLICATION OF TRUE-UP PAYMENTS. Pursuant to Resolution 2022-29, there may be required from time to time certain True-Up payments. As lands are platted within 2023 Project, the special assessments securing the Series 2023 Bonds shall be allocated to the platted lands and the unplatted lands as set forth in Resolution 2022-29, this Resolution, and the Supplemental Assessment Report, including, without limitation, the application of the True-

Up process set forth in Section 8 of Resolution 2022-29. The True-Up calculations will be made in accordance with the process set forth in the Supplemental Assessment Report. The District shall apply all True-Up payments related to the Series 2023 Bonds only to the credit of the Series 2023 Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the First Supplemental Indenture governing the Series 2023 Bonds.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution these special assessments as reflected herein shall be recorded by the Secretary of the District in the District's Improvement Lien Book. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution 2022-29, which remains in full force and effect. This Resolution and Resolution 2022-29 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Supplemental Notice of Series 2023 Special Assessments securing the Series 2023 Bonds in the Official Records of Lee County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

[Signatures on Next Page]

APPROVED and **ADOPTED** this 13th day of February 2023.

ATTEST:

**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

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

Exhibit B: *Supplemental Special Assessment Methodology Report*, dated [REDACTED], 2023

Exhibit C: Maturities and Coupon of Series 2023 Bonds

Exhibit D: Sources and Uses of Funds for Series 2023 Bonds

Exhibit E: Annual Debt Service Payment Due on Series 2023 Bonds

Exhibit A

Engineer's Report, dated July 11, 2022

ENGINEER'S REPORT
FOR
DEL WEBB OAK CREEK
COMMUNITY DEVELOPMENT DISTRICT

July 11, 2022

PREPARED BY

Barraco
and Associates, Inc.

2271 McGregor Boulevard
Suite 100
Fort Myers, Florida 33901

Carl A. Barraco, Jr., P.E.
Florida Registration No. 81259
Florida Certificate of Authorization #7995
Barraco and Associates, Inc.
2271 McGregor Boulevard, Suite 100
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I. INTRODUCTION

1.1 Purpose and Scope

The Del Webb Oak Creek Community Development District (herein, “the District”) is situated within the boundary of Oak Creek Development (herein, the “Development”) in unincorporated Lee County, Florida. The purpose of this Engineer’s Report is to outline a capital improvement plan (herein, the “Project”) and set forth an estimate of project costs. Infrastructure associated with the capital improvement plan will be used solely for serving lands within the District boundary. Financing associated with a portion of the Project is expected to be in the form of one or more series of special assessment bonds to be issued by the District (herein, the “Bonds”). Any portion of the Project not financed with the Bonds will be constructed and conveyed to the District by the primary landowner, Pulte Home Company, LLC, or its successor or assigns (herein, the “Developer”).

1.2 Description of Oak Creek Development

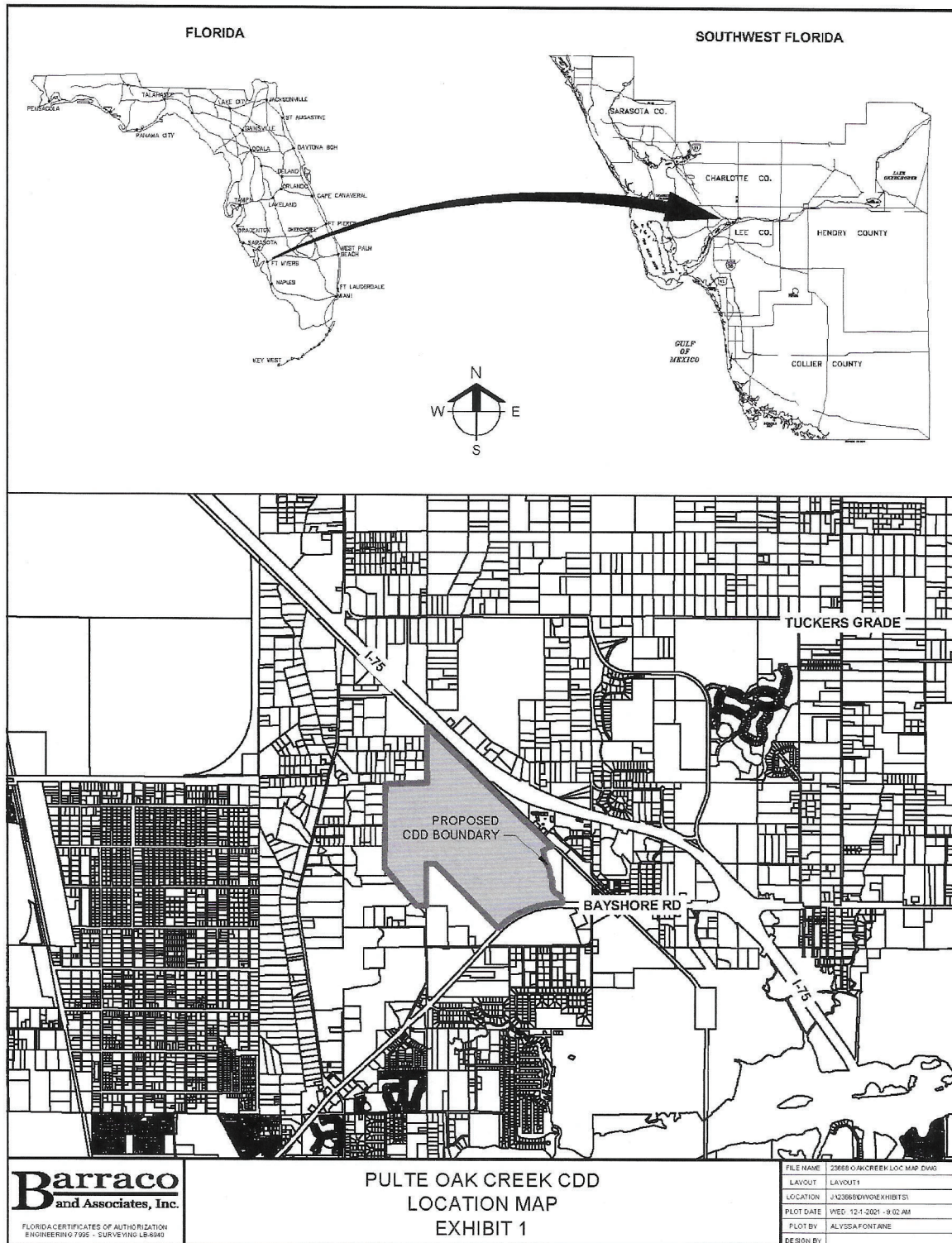
The Development is a ±446.37-acre proposed age-restricted fee-simple residential and age-restricted rental community west of Interstate 75 and north of Bayshore Road (State Road 78) within unincorporated Lee County, Florida. The District is comprised of the ±413.95 acres of age-restricted residential development within the overall Development. It should be noted any improvements within the ±27.88 acres age-restricted rental community and the ±4.54 acre commercial development within the Development boundary but outside of the District boundary are not considered in this report. A Location Map is provided in Figure 1.

According to Lee County Property Appraiser’s website, the current Future Land Use (FLU) for the Development is comprised of Suburban and Wetlands.

The Development is comprised of two zoning designations as depicted in Figure 2. Reference Table 1 for a summary of the allowable and proposed project densities. A description of the two zoning resolution is as follows;

- Chapel Creek is zoned Residential Planned Development (“RPD”)/ Commercial Planned Development (“CPD”). The zoning resolution was approved by the Lee County Board of County Commissioners (the BOCC) on November 25, 2008. The RPD/CPD zoning allows for the development of 625 dwelling units consisting of a maximum of 170 single-family units, 60 townhouse units, 395 multiple-family and/or assisted living facility (“ALF”) equivalency units, and a maximum 60,000 square feet of commercial uses with a maximum of 30,000 square feet of retail space.
- Oak Creek is zoned RPD which was approved by the BOCC on October 17, 2005. The RPD allows for the development of 1,120 dwelling units, which includes single-family and townhouse multi-family units.

FIGURE 1 – LOCATION MAP



Barraco
and Associates, Inc.
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7955 - SURVEYING LB-9440

PULTE OAK CREEK CDD
LOCATION MAP
EXHIBIT 1

District improvements are anticipated to be constructed in four (4) phases with several sub-phases over an estimated eight (8) year buildout period, which is anticipated to be complete in the fourth quarter of 2030.

Refer to Figure 3 of this report for an illustrative breakdown of District phasing as mentioned in the above paragraph. Proposed phasing is subject to change based upon actual development plans over time.

FIGURE 2 – ZONING MAP

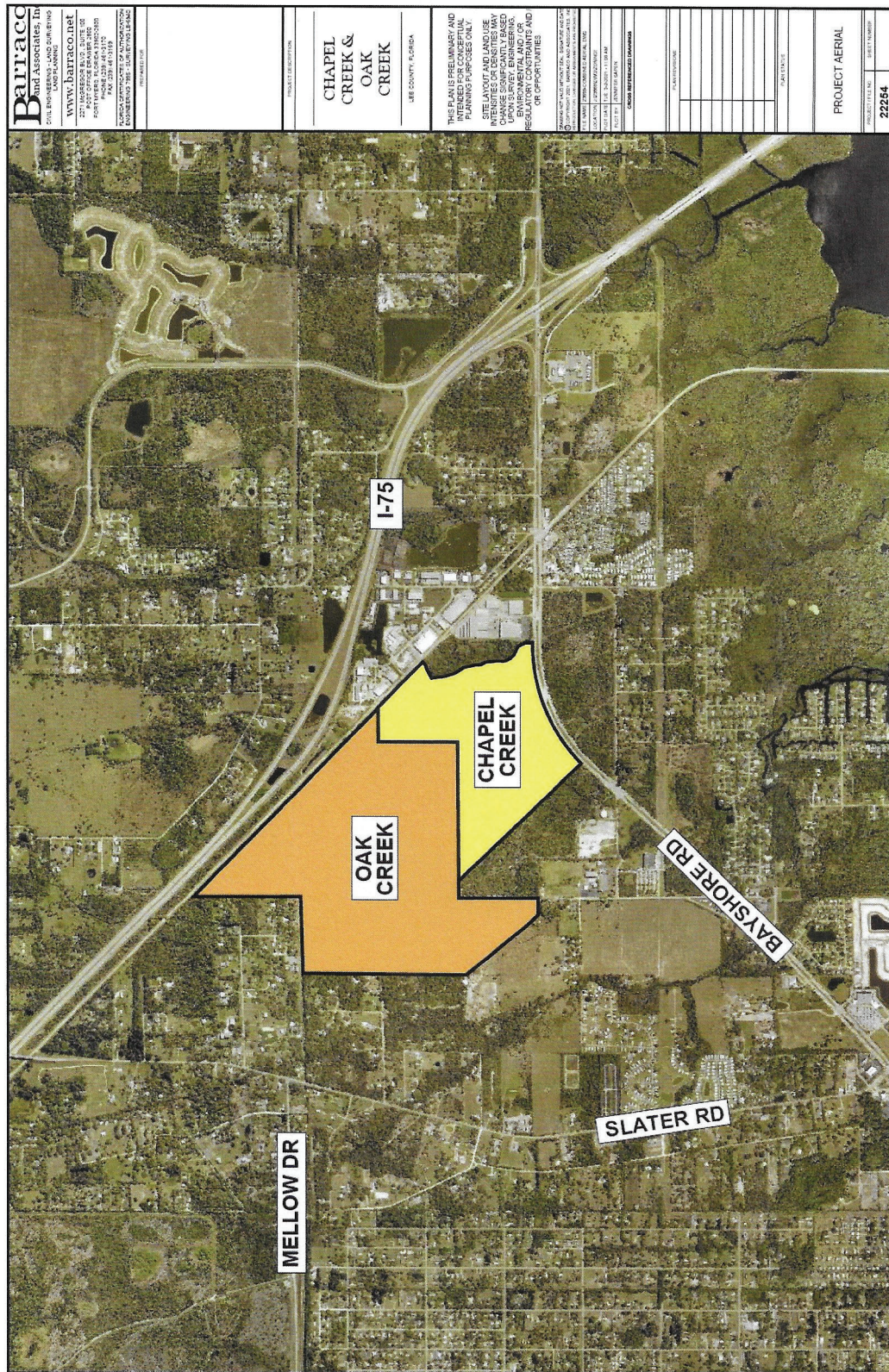


FIGURE 3 – DISTRICT PHASING PLAN

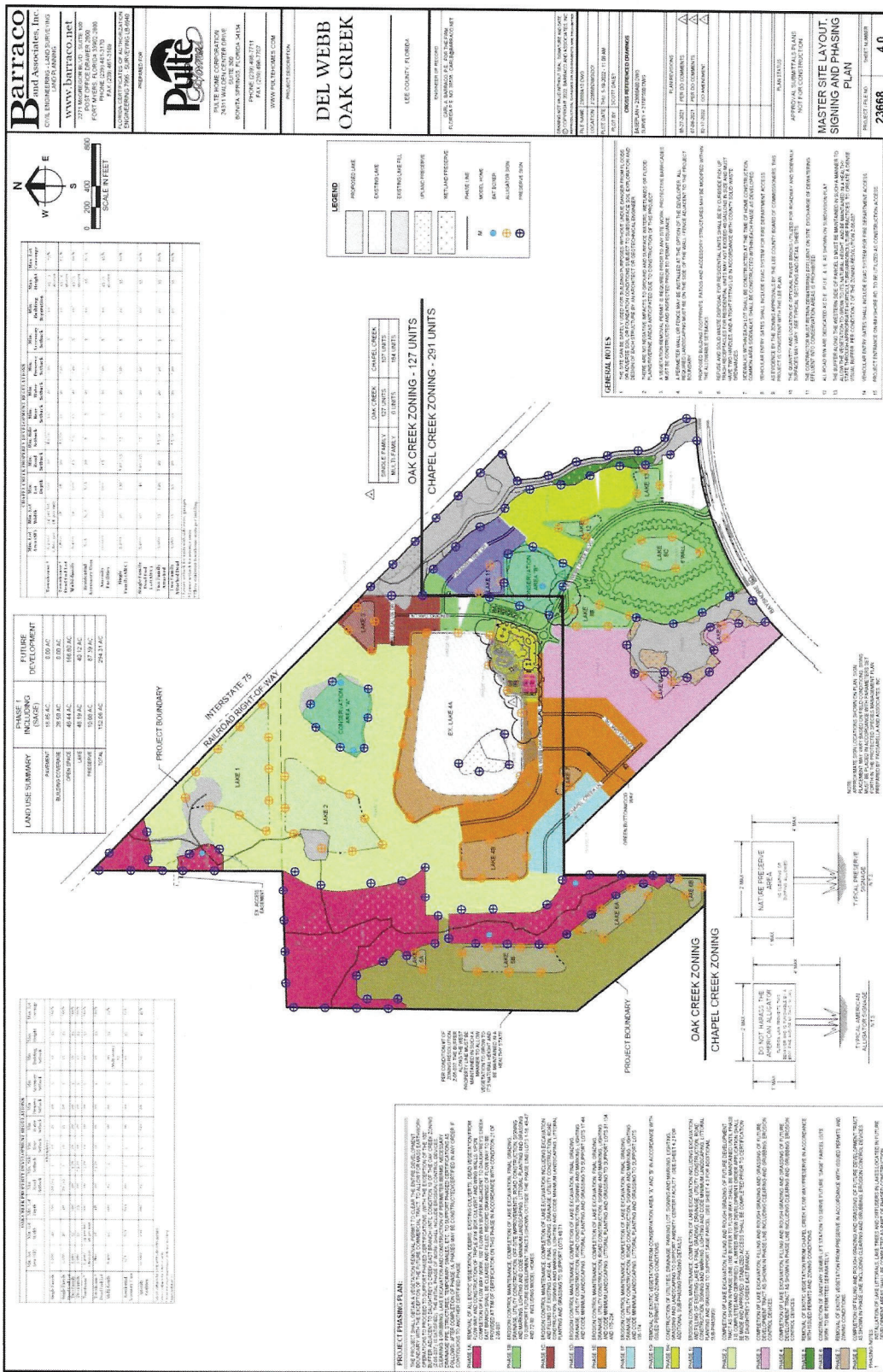


TABLE 1 –PROJECT Density		
	Total Development	District
Allowable Use	1,745 Residential Units	1,561 Residential Units
Proposed Use	1,003 Residential Units	819 Residential Units
Total Acreage	±446.37 ac	±413.95 ac

1.3 The Del Webb Oak Creek Community Development District

The District was established by and operated in accordance with the Establishing Ordinance No. 22-15 adopted by the BOCC on June 21, 2022. All planning, financing, constructing, operating and maintaining public infrastructure for the lands within the boundaries of the District will be governed pursuant to the provisions of Chapter 190, Florida Statutes. The District also possesses the authority to issue Bonds for the purpose of acquiring and constructing certain public infrastructure improvements and to levy taxes, assessments, rates and charges to pay for the construction, acquisition, operation and maintenance of the public improvements. Note, the establishing Ordinance also identifies an expansion area that may be added to the District within the 10 years following District establishment.

The District consists of ±413.95 acres and is located within Sections 17, 19 and 20, Township 43 South, Range 25 East. The subject property has existing development in close proximity on all sides. To the east of the subject property are industrial and commercially zoned properties as well as Interstate 75. To the west are areas of platted and developed residential neighborhoods. Adjacent to the subject property to the south is development consisting of the Bayshore Elementary School, a religious facility, and Bayshore Road, and to the north are platted residential and agricultural lots.

The District is governed by a five (5) member Board of Supervisors.

Management of the District shall be performed on a contractual basis by a company specializing in special district management (herein, the “District Manager”). The District Manager oversees the operation and maintenance of the District and is engaged by the Board of Supervisors of the District.

1.4 Report Assumptions

In preparation of this report, Barraco and Associates, Inc. relied upon information provided by the current Developer as well as information obtained from public records of Lee County, Florida. While Barraco and Associates, Inc. has not independently verified the information provided by outside sources, there is no apparent reason to believe the information provided by others is not valid for the purposes of this report.

II. DEVELOPMENT BOUNDARY

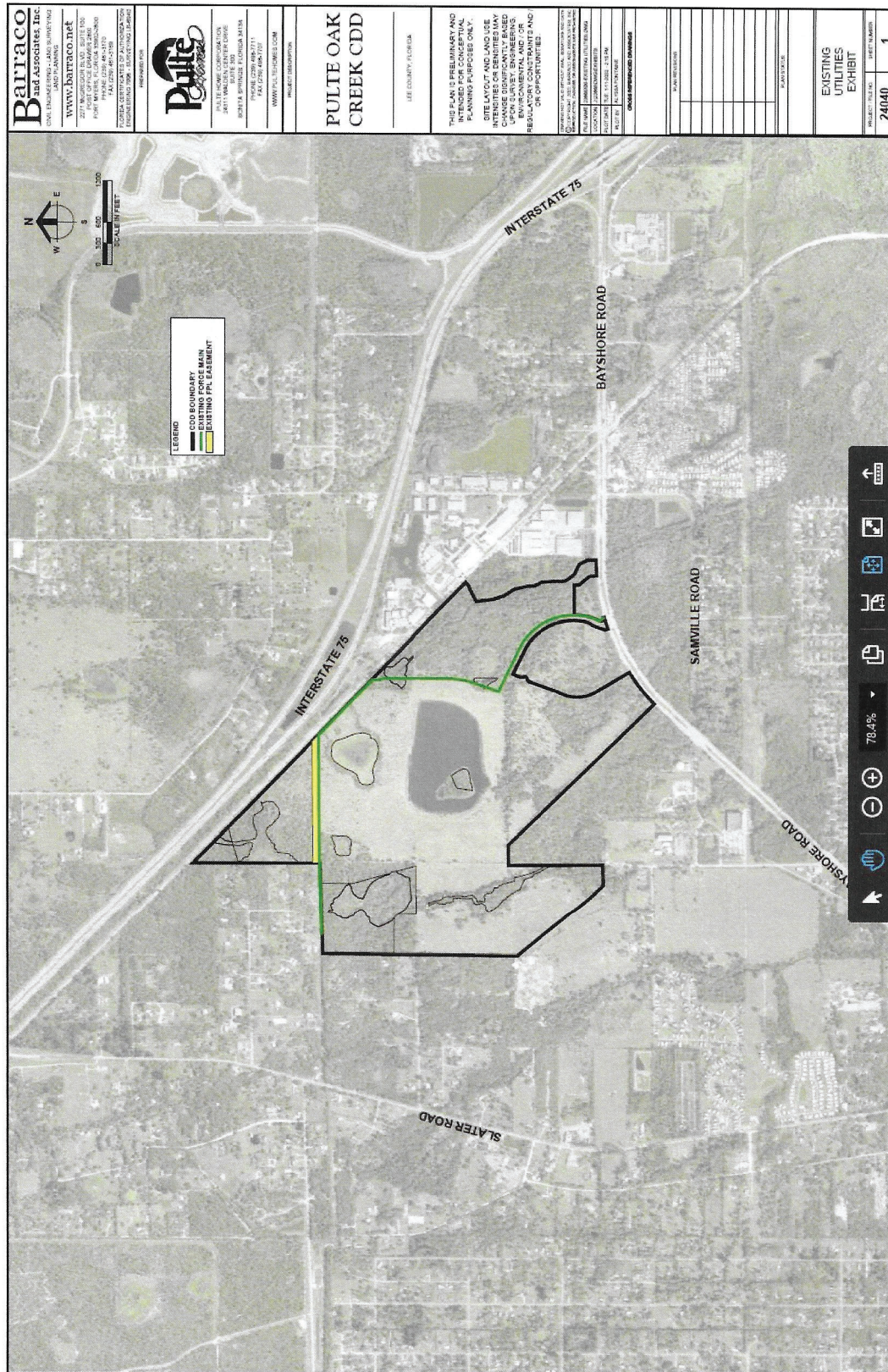
2.1 Property Boundary

The Development is ±446.37 acres and is located within Sections 17, 19 and 20, Township 43 South, Range 25 East. The subject property has existing development in close proximity on all sides. To the east of the subject property are industrial and commercially zoned properties as well as Interstate 75. To the west are areas of platted and developed residential neighborhoods. Adjacent to the subject property to the south is development consisting of the Bayshore Elementary School, a religious facility Bayshore Road and to the north are platted residential and agricultural lots.

2.2 Existing Infrastructure

Existing infrastructure within the boundary of the CDD consists of a 16" sanitary sewer forcemain owned and maintained by the Florida Governmental Utility Authority ("FGUA") as well as Florida Power and Light ("FP&L") Transmission lines. The approximate location of the existing utilities are depicted in Figure 4 below.

FIGURE 4 – EXISTING UTILITIES



III. PROPOSED PROJECT

3.1 Proposed District Infrastructure

The District's Project for public infrastructure improvements (construction and/or acquisition) within the District and outside the District is expected to include, but is not limited to the following:

- Drainage and Surface Water Management System
- Roadways
- Onsite Utilities
- Professional Fees and Contingency

The improvements described in this report represent the present intentions of the Developer, and the District, subject to applicable local general purpose government land use planning, zoning and other entitlements. The implementation of any improvements discussed in this report requires the final approval by numerous regulatory and permitting agencies including local, state and federal agencies. Subsequently, the actual improvements may vary from the capital improvements described in this report. The cost estimate contained in this report has been prepared based upon the best available information, including preliminary designs and current economic conditions. The actual cost may vary depending on the final engineering design, permitting, construction and approvals, as well as economic conditions at the time of construction. The following sections describe the elements which are part of the District's Project.

3.2 Drainage and Surface Water Management System

Surface water management lakes will be excavated within the District as part of each phase. A total of ±82.45 acres of wet detention lakes is proposed. Material excavated from the lakes will be placed, compacted, and spread as part of District-funded infrastructure improvements. Any excess balance of excavated material will be placed on the future portions of the site, as this is considered to be the most cost-effective alternative for disposal of excavated material, given that the Lee County Land Development Code prohibits removal of excavated material from the project site without Lee County approval. The cost of utilizing excess soil from District excavation, including placing, grading and compacting, will be the responsibility of the Developer.

Water management lakes will be excavated to at least the minimum size and depth requirements of the South Florida Water Management District ("SFWMD").

The water management system will consist of excavated stormwater lakes, culverts, inlets, perimeter berms, and stormwater control structures. Environmental Resource Permit ("ERP") No. 36-105316-P is currently approved by the SFWMD. The active ERP authorizes the construction of a

surface water management system serving a ±446.37-acre mixed used development. The current ERP will be modified to serve and be consistent with the site plan previously presented in this report as Figure 2. The surface water management system associated with the modified ERP will be designed to serve the ±446.37 acre Development with its proposed residential units, associated amenity center and supporting infrastructure.

Stormwater runoff from the areas within the District will be routed to the surface water management system for water quality treatment and attenuation. Each basin will subsequently release treated stormwater through control structures which will discharge into the adjacent basins, existing preserve areas or directly into Daughtrey's Creek East Branch and Chapel Creek. The benefit of these discharge points is two-fold: providing a positive outfall for the wet detention lakes, as well as providing hydration to the preserve areas.

The surface water management system has been designed in accordance with SFWMD regulations. These regulations set minimum criteria for water quality treatment and flood protection. The surface water management areas are designed to attenuate the 25-year, 3-day rainfall event. Roadways at a minimum will be designed at or above the estimated 5-year, 1-day rainfall event stage or 2.0' above control elevation, whichever is greater.

Drainage improvements will also include environmental mitigation and/or restoration as required by the SFWMD.

3.3 Onsite Roadways

Roadways within the District will consist of two-lane undivided roadways. Roadways will serve the District in its entirety, including access entering and exiting the community via existing Bayshore Road. Roadways will be constructed within platted rights-of-way dedicated to the District for ownership, operation and maintenance. As required by state and federal law, the roadways will be open to the public.

Construction of the roadways will consist of stabilized subgrade, limerock, asphalt, signing and striping. Roadways will be designed in accordance with Lee County requirements, and will include landscaping, hardscaping, sidewalks, irrigation, master electrical and street lighting, and entrance features.

Landscaping and irrigation provided for the roadways, common areas, and entrance features will be owned and maintained by the District. Existing native vegetation will be preserved and incorporated into the landscape plan where possible, and will consist of sod, annual flowers, shrubs, groundcover, littoral plants and trees.

3.4 Onsite Utilities

The onsite utility portion of the Project funded by the District will consist of potable water, wastewater and irrigation/reuse infrastructure, which will

be constructed within public rights-of-way or utility easements. These systems will be designed and constructed in accordance with Lee County Utilities (“LCU”), Florida Governmental Utility Authority (“FGUA”), and Florida Department of Environmental Protection (“FDEP”) standards. The dedication of completed utilities by the District to LCU and FGUA will take place upon clearance for use of said utility systems by the applicable agency. LCU will act as the supplier of water to the water distribution systems. FGUA will act as the collector of the wastewater from the wastewater collection system. Both utility franchises require respective water and sewer connection/capacity fees for all new utility services for allocation of existing treatment plant capacities. If the Developer pays the connection fees on behalf of the District, these fees may be considered a reimbursable item.

The potable water facilities will include transmission and distribution lines, along with the necessary valves, fire hydrants and water services to individual buildings and parcels-

The wastewater facilities will include individual sewer services, gravity mains, force mains, and lift stations. The system will be designed with lift stations discharging sewage to master lift stations, which will pump to existing FGUA infrastructure.

The irrigation distribution facilities will consist of distribution mains, pumps and wells. It is anticipated the irrigation system will be funded by and subsequently owned and maintained by the District. However, should the District not fund the irrigation portion of the Project, it may be funded by the Developer as a private system, owned and maintained by the Homeowners Association. No irrigation improvements located within any private property boundary will be financed by the District.

3.5 Offsite Utilities and Roadway Improvements

Offsite utility and roadway improvements are proposed as part of the improvements to be made outside the boundary of the District. These improvements will be required as part of the local and state development approvals for the Project.

Installation of offsite utilities associated with the potable water transmission mains are proposed within Florida Department of Transportation (“FDOT”) road rights-of-way to serve the District and improve the current LCU system. The dedication of completed offsite utilities by the District to LCU will take place upon clearance for use of said utility systems by the applicable agencies.

Offsite roadway improvements include, but are not limited to, turn lanes from existing Bayshore Road into the entrance of the Development and the District. Ownership and maintenance of all offsite roadway improvements will be the responsibility of the FDOT upon completion and certification.

3.6 Professional Fees

Professional fees include the estimated cost for design, construction management, and other professional services of all components of the District infrastructure and also includes other expenses, such as permit application fees relating to the Project.

IV. SUMMARY OF COST

4.1 Summary of Order of Magnitude Construction Cost Estimate

Table 2 presents a summary in the Order of Magnitude Construction Cost estimates of public improvements comprising the Project. The estimates shown in Table 2 do not include the financing, operation, maintenance services or bond issuance costs necessary to finance and maintain the District infrastructure. All estimates are given in 2022 dollars and no inflation factor has been provided for the time value of money. All estimates are given with an additional 20% contingency factor as a provision for changes during the time to construct the Project. In addition, another 20% "Material Increase and Market Volatility Factor" has been added to consider unexpected and unpredictable material cost increases recently experienced in the local construction industry. These costs do not include any land values that may be associated with the possible acquisition of interests in certain lands relating to the infrastructure described in this Report. For the purpose of the cost estimates presented in this section, the following seven categories have been established which contain groupings and associated costs of the various items described in Section 1.

**TABLE 2—Order of Magnitude Construction
Cost Estimate**

Improvement Category	Estimated Cost of Construction
Surface Water Management/Drainage/ Environmental	\$8,111,000.00
Roadway	\$3,766,000.00
Potable Water Distribution	\$2,250,000.00
Wastewater Collection and Transmission System	\$5,069,000.00
Irrigation Distribution	\$1,264,000.00
Sub-Total	\$20,460,000.00
Professional Consultant Fees	\$2,046,000.00
Total	\$22,506,000.00
20% Material Increase and Mar- ket Volatility	\$4,501,200.00
20% Contingency	\$4,501,200.00
Grand Total	\$31,508,400.00

4.2 OWNERSHIP, OPERATION, AND MAINTENANCE RESPONSIBILITIES

Table 3 summarizes various ownerships for the design components listed in this report. The “financing entity” is the entity responsible for funding and constructing each infrastructure component. Upon completion of construction and final certification, the infrastructure component will then be turned over to the “operation and maintenance entity.”

TABLE 3 – OWNERSHIP, OPERATION, AND MAINTENANCE RESPONSIBILITIES			
Proposed Infrastructure Improvements	Ownership	Financing Entity	Operation & Maintenance Entity
Surface Water Management System/ Drainage/ Environmental	DWCDD	DWCDD	DWCDD
Onsite Roadways	DWCDD	DWCDD	DWCDD
Potable Water Distribution System	LCU	DWCDD	LCU
Wastewater Collection and Transmission System	FGUA	DWCDD	FGUA
Landscape and Irrigation Distribution	DWCDD	DWCDD	DWCDD
Offsite Roadways	FDOT	DWCDD	FDOT
DWCDD = Del Webb Oak Creek Community Development District FGUA = Florida Governmental Utility Authority LCU = Lee County Utilities FDOT = Florida Department of Transportation			

4.3 Permits

Federal, state, and local permits and approvals are required prior to the construction of site infrastructure. Permits and permit modifications are considered a part of the normal design and permitting process, and may be applied for at the time the improvement is undertaken.

All permits known to be required for construction of the Project’s main infrastructure are either in effect or considered obtainable within the normal course of construction plan development and permit applications and processing.

TABLE 4– PERMITTING MATRIX

Agency	Permit	Permit No.	Issued	Expiration	Status
Lee County	Zoning Resolution	TBD	TBD	TBD	Approved
Army Corps of Engineers	Dredge and Fill	SAJ-2003-12543	8/24/2019	8/14/2024	Approved
South Florida Water Management District (SWFWMD)	Environmental Resource Permit (ERP) Modification	36-105316-P	9/28/2021	9/28/2026	Approved
SWFWMD	Water Use Permit (Dewatering)	36-09524-W	10/12/2021	10/12/2024	Approved
SWFWMD	Water Use Permit (Irrigation)	36-06390-W	10/13/2021	10/13/2026	Approved
Lee County (Offsite Roadway)	Limited Review Development Order	TBD	TBD	TBD	TBD
Florida Governmental Utility Authority (FGUA)	Sewer Transmission System	TBD	TBD	TBD	TBD
Lee County	Development Order	DOS2021-00010	9/10/2021	9/10/2027	Approved
Lee County	Vegetation Permit	VEG2021-00490	10/13/2021	10/13/2022	Approved
Florida Department of Environmental Protection	NPDES NOI	TBD	TBD	TBD	TBD
FDEP	Sewer Transmission System	TBD	TBD	TBD	TBD
Florida Department of Health (FDOH)	Water Distribution	TBD	TBD	TBD	TBD

V. CONCLUSION

5.1 Summary

The proposed Del Webb Oak Creek Community Development District will be comprised of ±413.95 acres with 819 planned residential units with the purpose of planning, financing, constructing, operating and maintaining public infrastructure for the lands comprising the community development within the jurisdiction of the District. It possesses the authority to issue Bonds for the purpose of acquiring and constructing certain public infrastructure improvements. Such improvements include drainage and surface water management system, onsite roadways, onsite utilities, offsite utility and roadway improvements, environmental and wildlife restoration, and professional fees, as described throughout Section 3 of this report. The benefit of improvements provided by the Bonds for the District is anticipated to be greater than the cost of the Project.

Exhibit B

Supplemental Special Assessment Methodology Report, dated [REDACTED], 2023



PRELIMINARY FIRST
SUPPLEMENTAL
SPECIAL ASSESSMENT
METHODOLOGY RPEORT
DEL WEBB OAK CREEK
COMMUNITY DEVELOPMENT DISTRICT

January 27, 2023

SPECIAL DISTRICT SERVICES, INC

2501A Burns Road
Palm Beach Gardens, Florida 33410
561-630-4922

1.0 INTRODUCTION

The Del Webb Oak Creek Community Development District (the “District”) is a local unit of special-purpose government with portions located in an unincorporated area of Lee County, Florida (the “County”). The District was established effective June 27, 2022, by Ordinance No. 22-15 enacted by the Board of County Commissioners of the County to provide for the construction and/or acquisition, financing, long-term administration and management of certain infrastructure of the Del Webb Oak Creek development (the “Development”).

The District contains approximately 413.95 gross acres and is planned for the following land uses:

Table 1 – Proposed Land Uses for the District

Land Use Category	Unit
40' GARDEN	247 Dwelling units
50' CLASSIC	466 Dwelling units
65' ESTATE	228 Dwelling units

This First Supplemental Special Assessment Methodology Report (the “First Supplemental Report”), supplements the Master *Special Assessment Methodology Report*, dated July 11, 2022, (the “Master Report”) to provide the allocation of special assessments as it relates to the sale and issuance of proposed Special Assessment Bonds, Series 2023 (2023 Project) (the “Series 2023 Bonds”) for the financing of public infrastructure improvements in the District, including but not limited to the following: stormwater management infrastructure, roadway improvements, water distribution infrastructure, and sanitary sewer infrastructure (collectively, the “Project”). These infrastructure improvements will provide special benefit to all lands in the District. Special benefit is a required determination in order to make use of the proceeds of any special assessment bonds issued by the District.

The improvements comprising the Project are described below and in the Engineer’s Report dated July 11, 2022 (the “Engineer’s Report”), as may be amended and prepared by Barraco and Associates, Inc. (the “District’s Engineer”). This First Supplemental Report equitably allocates the costs being incurred by the District to provide the benefits of a portion of the Project (the “Series 2023 Project”) financed by the Series 2023 Bonds to the developable lands within the District as identified herein on **Exhibit A**.

This First Supplemental Report will equitably allocate the costs being incurred by the District to provide the Series 2023 Project to all of the assessable lands within the District. The implementation of the public improvements will convey special and peculiar benefits to the assessable properties in the District. The Series 2023 Bonds issued to finance the public improvements will be repaid through

the levy of non-ad valorem special assessments on all assessable property within the District. The proceeds from the Series 2023 Bonds will only finance a portion of the Project although the special assessments securing the Series 2023 Bonds will be levied on all of the gross acres in the District, upon the platting of 522 dwelling units, as shown in Table C, the debt represented by the Series 2023 Bonds will be assigned to those units on a first platted, first assigned basis. Upon final platting and assignment of the 522 units and total ERUs shown in Table C, the remainder of the area will no longer be encumbered by the Series 2023 assessment lien.

2.0 PROJECTS TO BE FUNDED BY THE DISTRICT

The Project is comprised of an interrelated system of public infrastructure improvements which will serve and specially benefit all assessable lands within the District. The Project will serve all assessable lands within the District and the improvements will be interrelated such that they will reinforce one another. The total cost of the Project is currently estimated to be \$31,508,400. A detail of the estimated Project costs for the development is included herein on **Table A**. The Series 2023 Bonds will be repaid through the levy of non-ad valorem special assessments on all assessable property within the District until fully assigned to the 522 units and total ERUs shown in **Table C**. The Project has been designed to be functional and confer special benefits to the landowners within the District. Any portion of the Project not financed through the issuance of Bonds will be paid for by Pulte Home Company, LLC, or its successors or assigns (herein the “Landowner”).

Construction and/or acquisition and maintenance obligations for the District’s proposed infrastructure improvements constituting the Project are described in the Engineer’s Report.

The construction costs for the Project identified in this First Supplemental Report were provided by the District Engineer. Special District Services, Inc., as District Manager, makes no representation regarding the accuracy or validity of those costs and did not undertake any analysis or verification regarding such costs.

3.0 FUNDING OF IMPROVEMENTS

To defray the costs of construction and or acquisition of a portion of the Project, the District will impose non-ad valorem special assessments on all benefited real property in the District. These assessments are based on the special and peculiar benefits accruing to such property from the improvements comprising the Project financed by the Series 2023 Bonds. The use of non-ad valorem special assessments has an advantage in that the properties that receive the special benefits from the Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property within the District would not be possible. The improvements, which will be funded through these special assessments, include only facilities which may be undertaken by a community development district under Chapter 190, *F.S.* This First Supplemental Report is designed to meet the requirements of Chapters 170, 190 and 197, *F.S.*; and may be supplemented or amended from time to time.

In summary, special assessments may be levied: (1) for facilities which provide special benefits to property as distinct from general and incidental benefits, (2) only against property which receives that special benefit, (3) in proportion to the benefits received by the properties; and (4) according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments placed upon various benefited properties in the District must be sufficient to cover the debt service of the Series 2023 Bonds that will be issued for financing all or a portion of the Project.

Until all the land within the District has been platted and sold, the assessments on the portion of land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; (2) the lands are subject to re-plat, which may result in changes in development density and product type; and (3) until the lands are sold it is unclear of the timing of the absorptions. Only after the property has been platted will the developable acreage be determined, the final plat be certain, the development density known and the product types confirmed.

4.0 ALLOCATION OF BENEFIT AND ASSESSMENTS

In developing the methodology used for special assessments in the District, two interrelated factors were used:

- A. Allocation of Benefit: Each parcel of land, lot and/or unit within the District benefits from the construction and financing of the proposed improvements.
- B. Allocation of Cost/Debt: The special assessments imposed on each parcel of land, lot and/or unit within the District cannot exceed the value of the benefits provided to such parcel of land, lot and/or unit.

The planned improvements comprising the Project is an integrated system of facilities designed to provide benefits to the assessable property within the District as a whole. The Project is intended to work as a total system which will provide special benefits for each unit type. The fair and reasonable method of allocating the benefit to each planned residential unit has been accomplished by assigning an *equivalent residential unit* (“ERU”) to each unit. Therefore, for the purpose of this First Supplemental Report, each 50 foot single family residential unit will be assigned one (1) ERU; each 40 foot single family residential unit is defined as 0.9375 of one (1) ERU and each 65 foot single family residential unit is defined as 1.0625 ERU. Accordingly, the Project benefits the units in these same proportions resulting in the special assessments being allocated to each 40 foot, 50 foot and 65 foot single family residential dwelling unit types in these proportions. The Project Benefit allocation & the Bond Debt allocation are shown herein on **Table C** and **Table D**.

Given the approved land use plan and the type of infrastructure to be funded by the proposed special assessments, this method results in a fair allocation of benefits and an equitable allocation of costs for the Project. The special benefit received and applied to each parcel and/or residential dwelling unit/lot as a result of the construction of public infrastructure improvements will exceed the cost of such units allocated to each parcel and/or unit/lot. However, if the future platting results in changes in land use or proportion of benefit per acre and/or unit type, this allocation methodology may not be applicable and it may be necessary for the District to revise the allocation methodology.

To the extent land is sold in bulk to a third party, prior to platting, then, the District will assign debt based upon the development rights conveyed based upon the *ERU* factors as shown herein.

5.0 COLLECTION OF SPECIAL ASSESSMENTS

The proposed special assessments for the District are planned to be collected through the Uniform Method of Collection described in Chapter 197, Section 197.3632; *Florida Statutes* (“*F.S.*”) for platted lots, or any other legal means available to the District.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Chapter 197.3632, *F.S.*, or other methods allowed by Florida law), these costs must also be included in the special assessment levy. These costs generally include a \$2.50 per parcel collection fee of the County Tax Collector, a 1% service fee of the County Property Appraiser and a 4% discount for early payment of taxes. However, actual collection costs may vary from year to year depending on agreements in place with the County Tax Collector and County Property Appraiser and any statutory changes. These previously described additional costs may be reflected by dividing the annual debt service and maintenance assessment amounts by a factor of 0.95 plus \$2.50 per parcel. In the event the special assessments are direct billed, then, the collection costs and discounts may not apply.

6.0 FINANCING STRUCTURE

The estimated cost of construction for the Project is \$31,508,400. The construction program and the costs associated with the District are identified herein on **Table A**.

A portion of the capital improvements comprising the Project is assumed to be financed by the Series 2023 Bonds which, when issued, will be payable from and secured by special assessments levied annually initially against all assessable properties within the District which totals approximately 413.95+/- acres. Based on the current market conditions the total aggregate principal amount of the Series 2023 Bonds (approximately \$12,245,000) for the District is shown herein on **Table B**. The proceeds of the Series 2023 Bonds will provide a maximum of approximately \$11,150,775 for acquisition and/or construction related costs. The sizing of the Series 2023 Bonds is assumed to include a debt service reserve fund equal to 50% of the maximum annual debt service and issuance costs as shown herein on **Table B**.

7.0 MODIFICATIONS, REVISIONS AND TRUE-UP MECHANISIM

Allocation of proposed costs and proposed debt, respectively shown herein on **Table C and Table D**, for the infrastructure improvements financed by the District for a portion of all costs of the Project (estimated at \$31,508,400) will, upon platting, be assigned to 522 of the planned 941 residential dwelling units projected to be constructed within the District and benefited by the infrastructure improvements comprising the Project. The annual debt service assessment will be approximately \$2,014 per gross acre. Based on a Series 2023 Bond size of approximately \$12,245,000 at an assumed interest rate of 5.3% the estimated annual debt service on the Bonds will be approximately \$824,157 which has not been grossed up to include the \$2.50 per parcel Tax Collector fee and 1% County Property Appraiser fee

To ensure that each residential unit is assessed no more than their pro-rata amount of the annual non-ad valorem assessments shown herein on **Table F**, the District will be required to perform a “True-Up” analysis, which requires a computation at the time of submission of each plat or re-plat to determine the potential remaining Equivalent Residential Units (ERU). The District shall, at the time a plat or re-plat is submitted to the County:

- A.** Assume that the total number of ERUs, within each parcel, utilized as a basis for this assessment methodology is as described in Table C (“Total Assessable ERUs”).
- B.** Ascertain the number of assessable ERUs, within each parcel, in the proposed plat or re-plat and all prior plats (“Planned Assessable ERUs”).

- C. Ascertain the current amount of potential remaining ERUs within each Parcel that has not yet been platted (“Remaining Assessable ERUs”).

If the Planned Assessable ERUs are equal to the Total Assessable ERUs, no action would be required at that time. However, if the sum of the Planned Assessable ERUs and the Remaining Assessable ERUs are less than the Total Assessable ERUs, the applicable landowner will be obligated by the District to remit to the District an amount of money sufficient to enable the District to retire an amount of Bonds, plus accrued interest, such that the amount of non-ad valorem assessments allocated to each Planned Assessable ERU does not exceed the amount of debt service that would have been allocated thereto, had the total number of Planned Assessable ERUs not changed from what is represented in **Table C**.

All assessments levied run with the land. A determination of a true-up payment shall be based on the terms and provisions of this First Supplemental Report, the Master Report and the applicable assessment resolutions. It is the responsibility of the landowner of record (other than end-users unaffiliated with the Landowner) to make any required true-up payments that are due. The District will not release any liens on the property for which true-up payments are due until provision for such payment has been satisfied.

8.0 PRELIMINARY ASSESSMENT ROLL

When fully developed, the current site plan for the District will include the land uses in **Table 1**. The Series 2023 Bond will be secured by assessments assigned to the platted units described Table C.

9.0 ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, consultants and/or the Landowner. The allocation methodology described herein was based on information provided by those professionals. Special District Services, Inc. makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this report.

Special District Services, Inc. does not represent the Del Webb Oak Creek Community Development District as a Municipal Advisor or Securities Broker nor is Special District Services, Inc. registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Special District Services, Inc. does not provide the Del Webb Oak Creek Community Development District with financial advisory services or offer investment advice in any form.

TABLE A

PROJECT COST ESTIMATES

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

	TOTAL
SURFACE WATER MANAGEMENT/DRAINAGE/ENVIRONMENTAL	\$ 8,111,000
ROADWAY	\$ 3,766,000
POTABLE WATER UTILITIES	\$ 2,250,000
WASTEWATER COLLECTION AND TRANSMISSION SYSTEM	\$ 5,069,000
IRRIGATION DISTRIBUTION	\$ 1,264,000
PROFESSIONAL CONSULTANT FEES	\$ 2,046,000
MATERIAL INCREASE AND MARKET VOLATILITY	\$ 4,501,200
CONTINGENCY COSTS	\$ 4,501,200
TOTAL	\$ 31,508,400

TABLE B

BOND SIZING

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

	BOND SIZING
Par Amount*	\$ 12,245,000 *
Debt Service Reserve Fund (DSRF)	\$ (412,079)
Capitalized Interest	\$ (162,246)
Issuance Costs	\$ (419,900)
Construction Funds	\$ 11,250,775
Bond Interest Rate	5.30%
Principal Amortization Period (Years)	30

*Subject to change at final bond pricing

TABLE C

ALLOCATION OF PROJECT COSTS

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor*	Total ERUs*	Project Cost Allocation Per Type	Project Cost Allocation Per Unit*
40' GARDEN	144	0.9375	135.0000	\$ 8,162,406	\$ 56,683
50' CLASSIC	248	1.0000	248.0000	\$ 14,994,643	\$ 60,462
65' ESTATE	130	1.0625	138.1250	\$ 8,351,351	\$ 64,241
TOTAL	522	N/A	521.1250	\$ 31,508,400	N/A

*Rounded

TABLE D

ALLOCATION OF BOND DEBT

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor*	Total ERUs*	Bond Debt Allocation Per Unit Type*	Bond Debt Allocation Per Unit*
40' GARDEN	144	0.9375	135.0000	\$ 3,172,128	\$ 22,029
50' CLASSIC	248	1.0000	248.0000	\$ 5,827,316	\$ 23,497
65' ESTATE	130	1.0625	138.1250	\$ 3,245,556	\$ 24,966
TOTAL	522	N/A	521.1250	\$ 12,245,000	N/A

*Rounded

TABLE E

CALCULATION OF ANNUAL DEBT SERVICE

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

	2023 Series Bond Debt
1 Maximum Annual Debt Service	\$ 824,157.00
2 Maximum Annual Debt Service Assessment to be Collected	\$ 833,800.00 *
3 Total Number of Gross Acres	413.95
4 Maximum Annual Debt Service per Gross Acre	\$2,014.25
5 Total Number of Residential Units Planned	522
6 Maximum Annual Debt Service per Unit Type	See Table F

*Grossed up to include \$2.50 per parcel collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser. Actual amounts may be adjusted to reflect actual County collection costs.

TABLE F

ALLOCATION OF DEBT SERVICE ASSESSMENTS

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor*	Total ERUs*	**Maximum Annual Debt Assessment Per Unit Type*	**Maximum Annual Debt Assessment Per Unit*
40' GARDEN	144	0.9375	135.0000	\$ 216,000	\$ 1,500
50' CLASSIC	248	1.0000	248.0000	\$ 396,800	\$ 1,600
65' ESTATE	130	1.0625	138.1250	\$ 221,000	\$ 1,700
TOTAL	522	N/A	521.1250	\$ 833,800	N/A

Folio ID#'s and/or Parcel Plat Description	Developable Acreage by Parcel	**Maximum Annual Debt Assessment Per Acre*	Par Debt Per Acre	Total Par Debt
See Exhibit A	413.95	\$ 2,014.25	\$ 29,580.87	\$ 12,245,000
TOTALS		N/A	N/A	\$ 12,245,000

*Rounded

**Grossed up to include \$2.50 per parcel collection fee of the County Tax Collector and 1% service fee of the County Property

Exhibit "A"

Lot #	Owner	Address	Parcel Strap Number
1	VPPH OAK CREEK LB LLC	17504 Winding Oak Lane	20-43-25-L1-01000.0010
2	VPPH OAK CREEK LB LLC	17508 Winding Oak Lane	20-43-25-L1-01000.0020
3	PULTE HOME COMPANY LLC	17512 Winding Oak Lane	20-43-25-L1-01000.0030
4	PULTE HOME COMPANY LLC	17524 Winding Oak Lane	20-43-25-L1-01000.0060
5	PULTE HOME COMPANY LLC	17528 Winding Oak Lane	20-43-25-L1-01000.0070
6	PULTE HOME COMPANY LLC	17532 Winding Oak Lane	20-43-25-L1-01000.0080
7	VPPH OAK CREEK LB LLC	17544 Winding Oak Lane	20-43-25-L1-01000.0110
8	VPPH OAK CREEK LB LLC	17548 Winding Oak Lane	20-43-25-L1-01000.0120
9	VPPH OAK CREEK LB LLC	17552 Winding Oak Lane	20-43-25-L1-01000.0130
10	VPPH OAK CREEK LB LLC	17556 Winding Oak Lane	20-43-25-L1-01000.0140
11	VPPH OAK CREEK LB LLC	17560 Winding Oak Lane	20-43-25-L1-01000.0150
12	VPPH OAK CREEK LB LLC	17564 Winding Oak Lane	20-43-25-L1-01000.0160
13	PULTE HOME COMPANY LLC	17570 Winding Oak Lane	20-43-25-L1-01000.0480
14	PULTE HOME COMPANY LLC	17574 Winding Oak Lane	20-43-25-L1-01000.0490
15	PULTE HOME COMPANY LLC	17578 Winding Oak Lane	20-43-25-L1-01000.0500
16	PULTE HOME COMPANY LLC	17582 Winding Oak Lane	20-43-25-L1-01000.0510
17	VPPH OAK CREEK LB LLC	7064 Chapel Creek Lane	20-43-25-L4-01000.1690
18	VPPH OAK CREEK LB LLC	7068 Chapel Creek Lane	20-43-25-L4-01000.1700
19	VPPH OAK CREEK LB LLC	7072 Chapel Creek Lane	20-43-25-L4-01000.1710
20	VPPH OAK CREEK LB LLC	7076 Chapel Creek Lane	20-43-25-L4-01000.1720
21	VPPH OAK CREEK LB LLC	7080 Chapel Creek Lane	20-43-25-L4-01000.1730
22	VPPH OAK CREEK LB LLC	7084 Chapel Creek Lane	20-43-25-L4-01000.1740
23	VPPH OAK CREEK LB LLC	7088 Chapel Creek Lane	20-43-25-L4-01000.1750
24	VPPH OAK CREEK LB LLC	7092 Chapel Creek Lane	20-43-25-L4-01000.1760
25	VPPH OAK CREEK LB LLC	7096 Chapel Creek Lane	20-43-25-L4-01000.1770
26	VPPH OAK CREEK LB LLC	7100 Chapel Creek Lane	20-43-25-L4-01000.1780
27	VPPH OAK CREEK LB LLC	7104 Chapel Creek Lane	20-43-25-L4-01000.1790
28	VPPH OAK CREEK LB LLC	7108 Chapel Creek Lane	20-43-25-L4-01000.1800
29	VPPH OAK CREEK LB LLC	7112 Chapel Creek Lane	20-43-25-L4-01000.1810
30	VPPH OAK CREEK LB LLC	17304 Green Buttonwood Wa	20-43-25-L4-01000.1820
31	VPPH OAK CREEK LB LLC	17308 Green Buttonwood Wa	20-43-25-L4-01000.1830
32	VPPH OAK CREEK LB LLC	17312 Green Buttonwood Wa	20-43-25-L4-01000.1840
33	VPPH OAK CREEK LB LLC	17316 Green Buttonwood Wa	20-43-25-L4-01000.1850
34	VPPH OAK CREEK LB LLC	17320 Green Buttonwood Wa	20-43-25-L4-01000.1860
35	VPPH OAK CREEK LB LLC	17324 Green Buttonwood Wa	20-43-25-L4-01000.1870
36	VPPH OAK CREEK LB LLC	17328 Green Buttonwood Wa	20-43-25-L4-01000.1880
37	VPPH OAK CREEK LB LLC	17332 Green Buttonwood Wa	20-43-25-L4-01000.1890
38	PULTE HOME COMPANY LLC	17336 Green Buttonwood Wa	20-43-25-L4-01000.1900
39	PULTE HOME COMPANY LLC	17340 Green Buttonwood Wa	20-43-25-L4-01000.1910
40	VPPH OAK CREEK LB LLC	17377 Leaning Oak Trail	20-43-25-L4-01000.1990
41	PULTE HOME COMPANY LLC	17371 Leaning Oak Trail	20-43-25-L4-01000.2000
42	PULTE HOME COMPANY LLC	17363 Leaning Oak Trail	20-43-25-L4-01000.2010
43	VPPH OAK CREEK LB LLC	17359 Leaning Oak Trail	20-43-25-L4-01000.2020
44	VPPH OAK CREEK LB LLC	17353 Leaning Oak Trail	20-43-25-L4-01000.2030
45	VPPH OAK CREEK LB LLC	17333 Leaning Oak Trail	20-43-25-L4-01000.2040
46	PULTE HOME COMPANY LLC	17327 Leaning Oak Trail	20-43-25-L4-01000.2050

Exhibit "A"

Lot #	Owner	Address	Parcel Strap Number
47	VPPH OAK CREEK LB LLC	17323 Leaning Oak Trail	20-43-25-L4-01000.2060
48	PULTE HOME COMPANY LLC	17586 Winding Oak Lane	20-43-25-L1-01000.0520
49	PULTE HOME COMPANY LLC	17590 Winding Oak Lane	20-43-25-L1-01000.0530
50	PULTE HOME COMPANY LLC	17594 Winding Oak Lane	20-43-25-L1-01000.0540
51	PULTE HOME COMPANY LLC	7493 Blue Salvia Drive	20-43-25-L1-01000.0550
52	PULTE HOME COMPANY LLC	7487 Blue Salvia Drive	20-43-25-L1-01000.0560
53	PULTE HOME COMPANY LLC	7481 Blue Salvia Drive	20-43-25-L1-01000.0570
54	PULTE HOME COMPANY LLC	7475 Blue Salvia Drive	20-43-25-L1-01000.0580
55	PULTE HOME COMPANY LLC	7469 Blue Salvia Drive	20-43-25-L1-01000.0590
56	VPPH OAK CREEK LB LLC	7463 Blue Salvia Drive	20-43-25-L1-01000.0600
57	VPPH OAK CREEK LB LLC	7457 Blue Salvia Drive	20-43-25-L1-01000.0610
58	VPPH OAK CREEK LB LLC	7451 Blue Salvia Drive	20-43-25-L1-01000.0620
59	VPPH OAK CREEK LB LLC	7450 Blue Salvia Drive	20-43-25-L1-01000.0630
60	VPPH OAK CREEK LB LLC	7456 Blue Salvia Drive	20-43-25-L1-01000.0640
61	PULTE HOME COMPANY LLC	17595 Winding Oak Lane	20-43-25-L1-01000.0650
62	PULTE HOME COMPANY LLC	17591 Winding Oak Lane	20-43-25-L1-01000.0660
63	PULTE HOME COMPANY LLC	17587 Winding Oak Lane	20-43-25-L1-01000.0670
64	PULTE HOME COMPANY LLC	17567 Winding Oak Lane	20-43-25-L1-01000.0720
65	PULTE HOME COMPANY LLC	17563 Winding Oak Lane	20-43-25-L1-01000.0730
66	VPPH OAK CREEK LB LLC	17559 Winding Oak Lane	20-43-25-L1-01000.0740
67	VPPH OAK CREEK LB LLC	17555 Winding Oak Lane	20-43-25-L1-01000.0750
68	VPPH OAK CREEK LB LLC	17551 Winding Oak Lane	20-43-25-L1-01000.0760
69	VPPH OAK CREEK LB LLC	17547 Winding Oak Lane	20-43-25-L1-01000.0770
70	VPPH OAK CREEK LB LLC	17543 Winding Oak Lane	20-43-25-L1-01000.0780
71	VPPH OAK CREEK LB LLC	17539 Winding Oak Lane	20-43-25-L1-01000.0790
72	VPPH OAK CREEK LB LLC	17535 Winding Oak Lane	20-43-25-L1-01000.0800
73	VPPH OAK CREEK LB LLC	7147 Del Webb Oak Creek Blvd	20-43-25-L1-01000.0810
74	VPPH OAK CREEK LB LLC	7141 Del Webb Oak Creek Blvd	20-43-25-L1-01000.0820
75	VPPH OAK CREEK LB LLC	7135 Del Webb Oak Creek Blvd	20-43-25-L1-01000.0830
76	PULTE HOME COMPANY LLC	7133 Del Webb Oak Creek Blvd	20-43-25-L1-01000.0840
77	VPPH OAK CREEK LB LLC	7127 Del Webb Oak Creek Blvd	20-43-25-L1-01000.0850
78	VPPH OAK CREEK LB LLC	7054 Del Webb Oak Creek B	20-43-25-L1-01000.1140
79	VPPH OAK CREEK LB LLC	7060 Del Webb Oak Creek B	20-43-25-L1-01000.1150
80	VPPH OAK CREEK LB LLC	7064 Del Webb Oak Creek B	20-43-25-L1-01000.1160
81	PULTE HOME COMPANY LLC	7068 Del Webb Oak Creek B	20-43-25-L1-01000.1170
82	PULTE HOME COMPANY LLC	7072 Del Webb Oak Creek B	20-43-25-L1-01000.1180
83	PULTE HOME COMPANY LLC	7076 Del Webb Oak Creek B	20-43-25-L1-01000.1190
84	PULTE HOME COMPANY LLC	7080 Del Webb Oak Creek B	20-43-25-L1-01000.1200
85	PULTE HOME COMPANY LLC	7082 Del Webb Oak Creek B	20-43-25-L1-01000.1210
86	PULTE HOME COMPANY LLC	7086 Del Webb Oak Creek B	20-43-25-L1-01000.1220
87	PULTE HOME COMPANY LLC	7090 Del Webb Oak Creek B	20-43-25-L1-01000.1230
88	PULTE HOME COMPANY LLC	7092 Del Webb Oak Creek B	20-43-25-L1-01000.1240
89	PULTE HOME COMPANY LLC	7096 Del Webb Oak Creek B	20-43-25-L1-01000.1250
90	PULTE HOME COMPANY LLC	17353 Green Buttonwood Wa	20-43-25-L1-01000.1260
91	VPPH OAK CREEK LB LLC	7049 Chapel Creek Lane	20-43-25-L1-01000.1420
92	VPPH OAK CREEK LB LLC	7045 Chapel Creek Lane	20-43-25-L1-01000.1430

Exhibit "A"

Lot #	Owner	Address	Parcel Strap Number
93	VPPH OAK CREEK LB LLC	7041 Chapel Creek Lane	20-43-25-L1-01000.1440
94	VPPH OAK CREEK LB LLC	7037 Chapel Creek Lane	20-43-25-L1-01000.1450
95	VPPH OAK CREEK LB LLC	7033 Chapel Creek Lane	20-43-25-L1-01000.1460
96	VPPH OAK CREEK LB LLC	7029 Chapel Creek Lane	20-43-25-L1-01000.1470
97	VPPH OAK CREEK LB LLC	7000 Chapel Creek Lane	20-43-25-L1-01000.1540
98	VPPH OAK CREEK LB LLC	7004 Chapel Creek Lane	20-43-25-L1-01000.1550
99	VPPH OAK CREEK LB LLC	7008 Chapel Creek Lane	20-43-25-L1-01000.1560
100	VPPH OAK CREEK LB LLC	7012 Chapel Creek Lane	20-43-25-L1-01000.1570
101	VPPH OAK CREEK LB LLC	7016 Chapel Creek Lane	20-43-25-L1-01000.1580
102	VPPH OAK CREEK LB LLC	7020 Chapel Creek Lane	20-43-25-L1-01000.1590
103	PULTE HOME COMPANY LLC	7028 Chapel Creek Lane	20-43-25-L1-01000.1600
104	PULTE HOME COMPANY LLC	7032 Chapel Creek Lane	20-43-25-L1-01000.1610
105	PULTE HOME COMPANY LLC	17344 Green Buttonwood Wa	20-43-25-L1-01000.1920
106	PULTE HOME COMPANY LLC	17348 Green Buttonwood Wa	20-43-25-L1-01000.1930
107	PULTE HOME COMPANY LLC	17352 Green Buttonwood Wa	20-43-25-L1-01000.1940
108	PULTE HOME COMPANY LLC	17395 Leaning Oak Trail	20-43-25-L1-01000.1950
109	PULTE HOME COMPANY LLC	17391 Leaning Oak Trail	20-43-25-L1-01000.1960
110	PULTE HOME COMPANY LLC	17387 Leaning Oak Trail	20-43-25-L1-01000.1970
111	PULTE HOME COMPANY LLC	17381 Leaning Oak Trail	20-43-25-L1-01000.1980
112	PULTE HOME COMPANY LLC	17384 Leaning Oak Trail	20-43-25-L1-01000.2310
113	PULTE HOME COMPANY LLC	17388 Leaning Oak Trail	20-43-25-L1-01000.2320
114	PULTE HOME COMPANY LLC	17392 Leaning Oak Trail	20-43-25-L1-01000.2330
115	PULTE HOME COMPANY LLC	17396 Leaning Oak Trail	20-43-25-L1-01000.2340
116	PULTE HOME COMPANY LLC	7514 Paradise Tree Drive	20-43-25-L2-01000.0170
117	PULTE HOME COMPANY LLC	7518 Paradise Tree Drive	20-43-25-L2-01000.0180
118	PULTE HOME COMPANY LLC	7522 Paradise Tree Drive	20-43-25-L2-01000.0190
119	PULTE HOME COMPANY LLC	7569 Paradise Tree Drive	20-43-25-L2-01000.0300
120	PULTE HOME COMPANY LLC	7565 Paradise Tree Drive	20-43-25-L2-01000.0310
121	PULTE HOME COMPANY LLC	7561 Paradise Tree Drive	20-43-25-L2-01000.0320
122	PULTE HOME COMPANY LLC	7557 Paradise Tree Drive	20-43-25-L2-01000.0330
123	PULTE HOME COMPANY LLC	7553 Paradise Tree Drive	20-43-25-L2-01000.0340
124	PULTE HOME COMPANY LLC	7549 Paradise Tree Drive	20-43-25-L2-01000.0350
125	PULTE HOME COMPANY LLC	7545 Paradise Tree Drive	20-43-25-L2-01000.0360
126	PULTE HOME COMPANY LLC	17345 Green Buttonwood Wa	20-43-25-L1-01000.1270
127	PULTE HOME COMPANY LLC	7541 Paradise Tree Drive	20-43-25-L2-01000.0370
128	VPPH OAK CREEK LB LLC	17317 Leaning Oak Trail	20-43-25-L4-01000.2070
129	VPPH OAK CREEK LB LLC	17311 Leaning Oak Trail	20-43-25-L4-01000.2080
130	VPPH OAK CREEK LB LLC	17307 Leaning Oak Trail	20-43-25-L4-01000.2090
131	VPPH OAK CREEK LB LLC	17301 Leaning Oak Trail	20-43-25-L4-01000.2100
132	PULTE HOME COMPANY LLC	17302 Leaning Oak Trail	20-43-25-L4-01000.2110
133	PULTE HOME COMPANY LLC	17306 Leaning Oak Trail	20-43-25-L4-01000.2120
134	PULTE HOME COMPANY LLC	17310 Leaning Oak Trail	20-43-25-L4-01000.2130
135	PULTE HOME COMPANY LLC	17314 Leaning Oak Trail	20-43-25-L4-01000.2140
136	VPPH OAK CREEK LB LLC	17318 Leaning Oak Trail	20-43-25-L4-01000.2150
137	PULTE HOME COMPANY LLC	17322 Leaning Oak Trail	20-43-25-L4-01000.2160
138	PULTE HOME COMPANY LLC	17326 Leaning Oak Trail	20-43-25-L4-01000.2170

Exhibit "A"

Lot #	Owner	Address	Parcel Strap Number
139	VPPH OAK CREEK LB LLC	17330 Leaning Oak Trail	20-43-25-L4-01000.2180
140	PULTE HOME COMPANY LLC	17334 Leaning Oak Trail	20-43-25-L4-01000.2190
141	PULTE HOME COMPANY LLC	17338 Leaning Oak Trail	20-43-25-L4-01000.2200
142	PULTE HOME COMPANY LLC	7537 Paradise Tree Drive	20-43-25-L2-01000.0380
143	PULTE HOME COMPANY LLC	7533 Paradise Tree Drive	20-43-25-L2-01000.0390
144	PULTE HOME COMPANY LLC	7529 Paradise Tree Drive	20-43-25-L2-01000.0400
145	PULTE HOME COMPANY LLC	7525 Paradise Tree Drive	20-43-25-L2-01000.0410
146	PULTE HOME COMPANY LLC	7521 Paradise Tree Drive	20-43-25-L2-01000.0420
147	PULTE HOME COMPANY LLC	7517 Paradise Tree Drive	20-43-25-L2-01000.0430
148	PULTE HOME COMPANY LLC	7513 Paradise Tree Drive	20-43-25-L2-01000.0440
149	PULTE HOME COMPANY LLC	7509 Paradise Tree Drive	20-43-25-L2-01000.0450
150	PULTE HOME COMPANY LLC	7505 Paradise Tree Drive	20-43-25-L2-01000.0460
151	PULTE HOME COMPANY LLC	7501 Paradise Tree Drive	20-43-25-L2-01000.0470
152	PULTE HOME COMPANY LLC	17341 Green Buttonwood Wa	20-43-25-L4-01000.1280
153	PULTE HOME COMPANY LLC	17337 Green Buttonwood Wa	20-43-25-L4-01000.1290
154	PULTE HOME COMPANY LLC	17327 Green Buttonwood Wa	20-43-25-L4-01000.1300
155	PULTE HOME COMPANY LLC	17319 Green Buttonwood Wa	20-43-25-L4-01000.1310
156	PULTE HOME COMPANY LLC	17315 Green Buttonwood Wa	20-43-25-L4-01000.1320
157	PULTE HOME COMPANY LLC	7095 Chapel Creek Lane	20-43-25-L4-01000.1330
158	PULTE HOME COMPANY LLC	7089 Chapel Creek Lane	20-43-25-L4-01000.1340
159	PULTE HOME COMPANY LLC	7085 Chapel Creek Lane	20-43-25-L4-01000.1350
160	PULTE HOME COMPANY LLC	7079 Chapel Creek Lane	20-43-25-L4-01000.1360
161	PULTE HOME COMPANY LLC	7073 Chapel Creek Lane	20-43-25-L4-01000.1370
162	PULTE HOME COMPANY LLC	17342 Leaning Oak Trail	20-43-25-L4-01000.2210
163	PULTE HOME COMPANY LLC	17346 Leaning Oak Trail	20-43-25-L4-01000.2220
164	PULTE HOME COMPANY LLC	17350 Leaning Oak Trail	20-43-25-L4-01000.2230
165	PULTE HOME COMPANY LLC	17354 Leaning Oak Trail	20-43-25-L4-01000.2240
166	PULTE HOME COMPANY LLC	17358 Leaning Oak Trail	20-43-25-L4-01000.2250
167	PULTE HOME COMPANY LLC	17362 Leaning Oak Trail	20-43-25-L4-01000.2260
168	PULTE HOME COMPANY LLC	17368 Leaning Oak Trail	20-43-25-L4-01000.2270
169	PULTE HOME COMPANY LLC	17372 Leaning Oak Trail	20-43-25-L4-01000.2280
170	PULTE HOME COMPANY LLC	17376 Leaning Oak Trail	20-43-25-L4-01000.2290
171	PULTE HOME COMPANY LLC	17380 Leaning Oak Trail	20-43-25-L4-01000.2300
172	PULTE HOME COMPANY LLC	17516 Winding Oak Lane	20-43-25-L1-01000.0040
173	PULTE HOME COMPANY LLC	17520 Winding Oak Lane	20-43-25-L1-01000.0050
174	PULTE HOME COMPANY LLC	17536 Winding Oak Lane	20-43-25-L1-01000.0090
175	PULTE HOME COMPANY LLC	17540 Winding Oak Lane	20-43-25-L1-01000.0100
176	PULTE HOME COMPANY LLC	7526 Paradise Tree Drive	20-43-25-L2-01000.0200
177	PULTE HOME COMPANY LLC	7532 Paradise Tree Drive	20-43-25-L2-01000.0210
178	PULTE HOME COMPANY LLC	7536 Paradise Tree Drive	20-43-25-L2-01000.0220
179	PULTE HOME COMPANY LLC	7540 Paradise Tree Drive	20-43-25-L2-01000.0230
180	PULTE HOME COMPANY LLC	7548 Paradise Tree Drive	20-43-25-L2-01000.0240
181	PULTE HOME COMPANY LLC	7556 Paradise Tree Drive	20-43-25-L2-01000.0250
182	PULTE HOME COMPANY LLC	7560 Paradise Tree Drive	20-43-25-L2-01000.0260
183	PULTE HOME COMPANY LLC	7564 Paradise Tree Drive	20-43-25-L2-01000.0270
184	PULTE HOME COMPANY LLC	7568 Paradise Tree Drive	20-43-25-L2-01000.0280

Exhibit "A"

Lot #	Owner	Address	Parcel Strap Number
185	PULTE HOME COMPANY LLC	7572 Paradise Tree Drive	20-43-25-L2-01000.0290
186	PULTE HOME COMPANY LLC	17583 Winding Oak Lane	20-43-25-L1-01000.0680
187	PULTE HOME COMPANY LLC	17579 Winding Oak Lane	20-43-25-L1-01000.0690
188	PULTE HOME COMPANY LLC	17575 Winding Oak Lane	20-43-25-L1-01000.0700
189	PULTE HOME COMPANY LLC	17571 Winding Oak Lane	20-43-25-L1-01000.0710
190	PULTE HOME COMPANY LLC	7121 Del Webb Oak Creek B	20-43-25-L1-01000.0860
191	PULTE HOME COMPANY LLC	7115 Del Webb Oak Creek B	20-43-25-L1-01000.0870
192	VPPH OAK CREEK LB LLC	7069 Chapel Creek Lane	20-43-25-L4-01000.1380
193	VPPH OAK CREEK LB LLC	7065 Chapel Creek Lane	20-43-25-L4-01000.1390
194	VPPH OAK CREEK LB LLC	7059 Chapel Creek Lane	20-43-25-L4-01000.1400
195	VPPH OAK CREEK LB LLC	7053 Chapel Creek Lane	20-43-25-L4-01000.1410
196	VPPH OAK CREEK LB LLC	7036 Chapel Creek Lane	20-43-25-L4-01000.1620
197	VPPH OAK CREEK LB LLC	7040 Chapel Creek Lane	20-43-25-L4-01000.1630
198	VPPH OAK CREEK LB LLC	7044 Chapel Creek Lane	20-43-25-L4-01000.1640
199	PULTE HOME COMPANY LLC	7109 Del Webb Oak Creek B	20-43-25-L1-01000.0880
200	PULTE HOME COMPANY LLC	7103 Del Webb Oak Creek B	20-43-25-L1-01000.0890
201	PULTE HOME COMPANY LLC	7099 Del Webb Oak Creek B	20-43-25-L1-01000.0900
202	PULTE HOME COMPANY LLC	7095 Del Webb Oak Creek B	20-43-25-L1-01000.0910
203	PULTE HOME COMPANY LLC	7089 Del Webb Oak Creek B	20-43-25-L1-01000.0920
204	PULTE HOME COMPANY LLC	7081 Del Webb Oak Creek B	20-43-25-L1-01000.0930
205	PULTE HOME COMPANY LLC	7073 Del Webb Oak Creek B	20-43-25-L1-01000.0940
206	PULTE HOME COMPANY LLC	7065 Del Webb Oak Creek B	20-43-25-L1-01000.0950
207	PULTE HOME COMPANY LLC	7057 Del Webb Oak Creek B	20-43-25-L1-01000.0960
208	PULTE HOME COMPANY LLC	7049 Del Webb Oak Creek B	20-43-25-L1-01000.0970
209	VPPH OAK CREEK LB LLC	7041 Del Webb Oak Creek B	20-43-25-L1-01000.0980
210	VPPH OAK CREEK LB LLC	7035 Del Webb Oak Creek B	20-43-25-L1-01000.0990
211	VPPH OAK CREEK LB LLC	7027 Del Webb Oak Creek B	20-43-25-L1-01000.1000
212	VPPH OAK CREEK LB LLC	7021 Del Webb Oak Creek B	20-43-25-L1-01000.1010
213	VPPH OAK CREEK LB LLC	7015 Del Webb Oak Creek B	20-43-25-L1-01000.1020
214	VPPH OAK CREEK LB LLC	7009 Del Webb Oak Creek B	20-43-25-L1-01000.1030
215	PULTE HOME COMPANY LLC	7003 Del Webb Oak Creek B	20-43-25-L1-01000.1040
216	PULTE HOME COMPANY LLC	7002 Del Webb Oak Creek B	20-43-25-L1-01000.1050
217	PULTE HOME COMPANY LLC	7008 Del Webb Oak Creek B	20-43-25-L1-01000.1060
218	VPPH OAK CREEK LB LLC	7014 Del Webb Oak Creek B	20-43-25-L1-01000.1070
219	VPPH OAK CREEK LB LLC	7020 Del Webb Oak Creek B	20-43-25-L1-01000.1080
220	VPPH OAK CREEK LB LLC	7026 Del Webb Oak Creek B	20-43-25-L1-01000.1090
221	VPPH OAK CREEK LB LLC	7032 Del Webb Oak Creek B	20-43-25-L1-01000.1100
222	VPPH OAK CREEK LB LLC	7038 Del Webb Oak Creek B	20-43-25-L1-01000.1110
223	PULTE HOME COMPANY LLC	7042 Del Webb Oak Creek B	20-43-25-L1-01000.1120
224	PULTE HOME COMPANY LLC	7048 Del Webb Oak Creek B	20-43-25-L1-01000.1130
225	VPPH OAK CREEK LB LLC	7023 Chapel Creek Lane	20-43-25-L1-01000.1480
226	VPPH OAK CREEK LB LLC	7019 Chapel Creek Lane	20-43-25-L1-01000.1490
227	VPPH OAK CREEK LB LLC	7015 Chapel Creek Lane	20-43-25-L1-01000.1500
228	VPPH OAK CREEK LB LLC	7011 Chapel Creek Lane	20-43-25-L1-01000.1510
229	VPPH OAK CREEK LB LLC	7007 Chapel Creek Lane	20-43-25-L1-01000.1520
230	VPPH OAK CREEK LB LLC	7001 Chapel Creek Lane	20-43-25-L1-01000.1530

Exhibit "A"

Lot #	Owner	Address	Parcel Strap Number
231	PULTE HOME COMPANY LLC	7048 Chapel Creek Lane	20-43-25-L4-01000.1650
232	VPPH OAK CREEK LB LLC	7052 Chapel Creek Lane	20-43-25-L4-01000.1660
233	VPPH OAK CREEK LB LLC	7056 Chapel Creek Lane	20-43-25-L4-01000.1670
234	VPPH OAK CREEK LB LLC	7060 Chapel Creek Lane	20-43-25-L4-01000.1680

DESCRIPTION

Parcel in
 Sections 17, 19 and 20, Township 43 South, Range 25 East
 Lee County, Florida

A tract or parcel of land lying in Sections 17, 19 and 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 Southwest corner said Section 17 run $N00^{\circ}06'34''W$ along the West line of the Southwest Quarter (SW 1/4) of said Section 17 for 1,802.86 to an intersection with the Southwesterly line of the Seaboard Coast Line Railroad as described in Deed Book 17, Pages 248 and 249, Lee County Records; thence run $S45^{\circ}46'33''E$ along said Southwesterly line for 4,463.79 feet to an intersection with the South line of the Northwest quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of said Section 20; thence run $N89^{\circ}35'12''E$ along the South line of said Fraction for 14.23 feet to an intersection with the Westerly line of the Seaboard Coast Line Railroad, as described in Deed Book 12, Page 490, Lee County Records; thence run $S45^{\circ}46'33''E$ along said Westerly line for 1,076.58 feet to the Northerly most corner of lands described in deed recorded in Instrument Number 2016000122654, Lee County Records; thence run along the Northerly and Westerly line of said lands the following Twenty (20) courses: $S48^{\circ}02'19''W$ for 69.87 feet; $S73^{\circ}42'23''W$ for 58.90 feet; $S63^{\circ}11'42''W$ for 185.80 feet; $S12^{\circ}27'53''E$ for 47.23 feet; $S06^{\circ}44'59''E$ for 184.93 feet; $S17^{\circ}33'46''E$ for 175.53 feet; $S33^{\circ}08'01''E$ for 172.66 feet; $S13^{\circ}10'35''E$ for 191.90 feet; $S02^{\circ}58'19''E$ for 101.11 feet; $S28^{\circ}41'23''E$ for 101.26 feet; $S06^{\circ}56'00''E$ for 65.29 feet; $S04^{\circ}34'47''E$ for 104.84 feet; $S01^{\circ}27'18''E$ for 68.32 feet; $S03^{\circ}53'00''W$ for 59.94 feet; $S15^{\circ}47'36''E$ for 66.07 feet; $S35^{\circ}27'33''E$ for 91.88 feet; $S43^{\circ}34'35''E$ for 56.55 feet; $S66^{\circ}01'27''E$ for 97.77 feet; $S61^{\circ}09'48''E$ for 63.94 feet and $S27^{\circ}45'14''E$ for 127.65 feet to an intersection with an Easterly line of lands described in Official Record Book 3718, Page 4367, Lee County Records; thence run $S00^{\circ}14'42''W$ along said Easterly line for 123.18 feet to a point on a non-tangent curve and an intersection with the Northerly 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 Southwesterly along an arc of curve to the left of radius 2,914.79 feet ($\Delta 44^{\circ}22'33''$) (chord bearing $S68^{\circ}05'36''W$) (chord 2,201.51 feet) for 2,257.52 feet to an intersection with the Westerly line of lands described in Official Record Book 1833, Page 1188 Lee County Records; thence run $N44^{\circ}05'41''W$ along said Westerly line for 2,874.75 feet to an intersection with South line of the Northwest Quarter (NW 1/4) of said Section 20; thence run $S89^{\circ}35'46''W$ along the South line of said Fraction for 293.86 feet to the West Quarter corner of said Section 20; thence run $S00^{\circ}10'14''E$ along the East line of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 19 for 1,335.96 feet to the Southeast corner of said Fraction; thence run $S89^{\circ}02'55''W$ along the South line of said Fraction for 298.24 feet to an intersection with the centerline of Williams Road; thence run $N43^{\circ}43'44''W$ along said centerline for 168.94 feet to a point of curvature; thence continuing along said

DESCRIPTION (CONTINUED)

centerline run Northwesterly along the arc of said curve to the right of radius 3,125.43 feet (delta $04^{\circ}17'59''$) (chord bearing $N41^{\circ}34'45''W$) (chord 234.49 feet), for 234.55 feet to a point of tangency; thence continuing along said centerline run $N39^{\circ}25'45''W$ for 1,190.43 feet to an intersection with the West line of said Fraction; thence run $N00^{\circ}11'23''E$ along said West line for 101.73 feet to the Northwest corner of said Fraction; thence run $N00^{\circ}32'23''E$ along the West line of the East Half (E 1/2) of the Northeast Quarter of said Section 19 for 2,652.91 feet to the Northwest corner of said Fraction; thence run $N88^{\circ}20'13''E$ along the North line of the Northeast quarter (NE 1/4) of said Section 19 for 1,322.60 feet to the POINT OF BEGINNING.

Containing 446.37 acres, more or less.

LESS AND EXCEPT THE FOLLOWING TWO PARCELS:

PARCEL 1:

COMMENCING at the West Quarter corner of said Section 20 run $N89^{\circ}35'46''E$ along the North line of the South Half (S 1/2) of said Section 20 for 2,714.09 feet; thence run $S00^{\circ}24'14''E$ for 72.15 feet to the POINT OF BEGINNING.

From said Point of Beginning run $S63^{\circ}48'34''E$ for 360.87 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 790.00 feet (delta $78^{\circ}10'17''$) (chord bearing $S24^{\circ}43'26''E$) (chord 996.16 feet) for 1,077.84 feet to a point of compound curvature; thence run Southwesterly along an arc of a curve to the right of radius 132.00 feet (delta $23^{\circ}44'52''$) (chord bearing $S26^{\circ}14'09''W$) (chord 54.32 feet) for 54.71 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 268.00 feet (delta $20^{\circ}16'46''$) (chord bearing $S27^{\circ}58'11''W$) (chord 94.36 feet) for 94.86 feet to a point of tangency; thence run $S17^{\circ}49'48''W$ for 129.02 feet; thence run $S19^{\circ}12'35''E$ for 35.00 feet to a point on a non-tangent curve and an intersection with the Northwesterly right of way line of Bayshore Road (State Road No. 78) (F.D.O.T. Right of Way Map, Section No. 12060-2535); thence run Southwesterly along said Northwesterly right of way line along an arc of a curve to the left of radius 2,914.79 feet (delta $13^{\circ}37'06''$) (chord bearing $S63^{\circ}53'00''W$) (chord 691.17 feet) for 692.80 feet; thence run $N30^{\circ}15'33''W$ along a non-tangent line for 551.19 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 526.00 feet (delta $56^{\circ}07'01''$) (chord bearing $N02^{\circ}12'02''W$) (chord 494.83 feet) for 515.18 feet to a point of tangency; thence run $N25^{\circ}51'28''E$ for 58.54 feet; thence run $N19^{\circ}13'32''E$ for 420.02 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 40.00 feet (delta $57^{\circ}30'05''$) (chord bearing $N47^{\circ}58'35''E$) (chord 38.48 feet) for 40.14 feet to a point of tangency; thence run $N76^{\circ}43'37''E$ for 19.29 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 30.00 feet (delta $90^{\circ}37'10''$) (chord bearing $N31^{\circ}25'02''E$) (chord 42.66 feet) for 47.45 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 167.50 feet (delta $40^{\circ}04'59''$) (chord bearing $N06^{\circ}08'56''E$) (chord 114.80 feet) for 117.18 feet to a point of tangency; thence run $N26^{\circ}11'26''E$ for 62.12 feet to the POINT OF BEGINNING.

Containing 27.88 acres, more or less.

PARCEL 2:

DESCRIPTION (CONTINUED)

COMMENCING at the East Quarter Corner of said Section 20 run S89°35'46"W along the North line of the Southeast Quarter (SE 1/4) of said Section 20 for 1311.01 feet; thence run S00°24'14"E for 960.20 feet to the Point of Beginning. From said Point of Beginning run S00°00'42"W for 65.82 feet; thence run S40°26'55"E for 197.36 feet; thence run S04°13'23"E for 101.10 feet to a point on a non-tangent curve and an intersection with the Northerly 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 westerly along said Northerly right of way line and along an arc of a curve to the left of radius 2,914.79 feet (delta 11 °49'24") (chord bearing S79°51'55"W) (chord 600.42 feet) for 601.49 feet to a point of reverse curvature; thence leaving said Northerly right of way line run northwesterly along an arc of a curve to the right of radius 50.00 feet (delta 131 °24'24") (chord bearing N40°20'35"W) (chord 91.14 feet) for 114.67 feet to a point of reverse curvature; thence run northerly along an arc of a curve to the left of radius 850.00 feet (delta 24°37'18") (chord bearing N13°02'58"E) (chord 362.47 feet) for 365.27 feet; thence run S89°59'18"E along a non-tangent line for 432.74 feet to the Point of Beginning.

Containing 4.54 acres, more or less.

Containing a net area of 413.95 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 Northeast quarter (NE 1/4) of said Section 19 to bear N88°20'13"E.

Digitally signed

by Scott A.

Wheeler, PSM

Date:

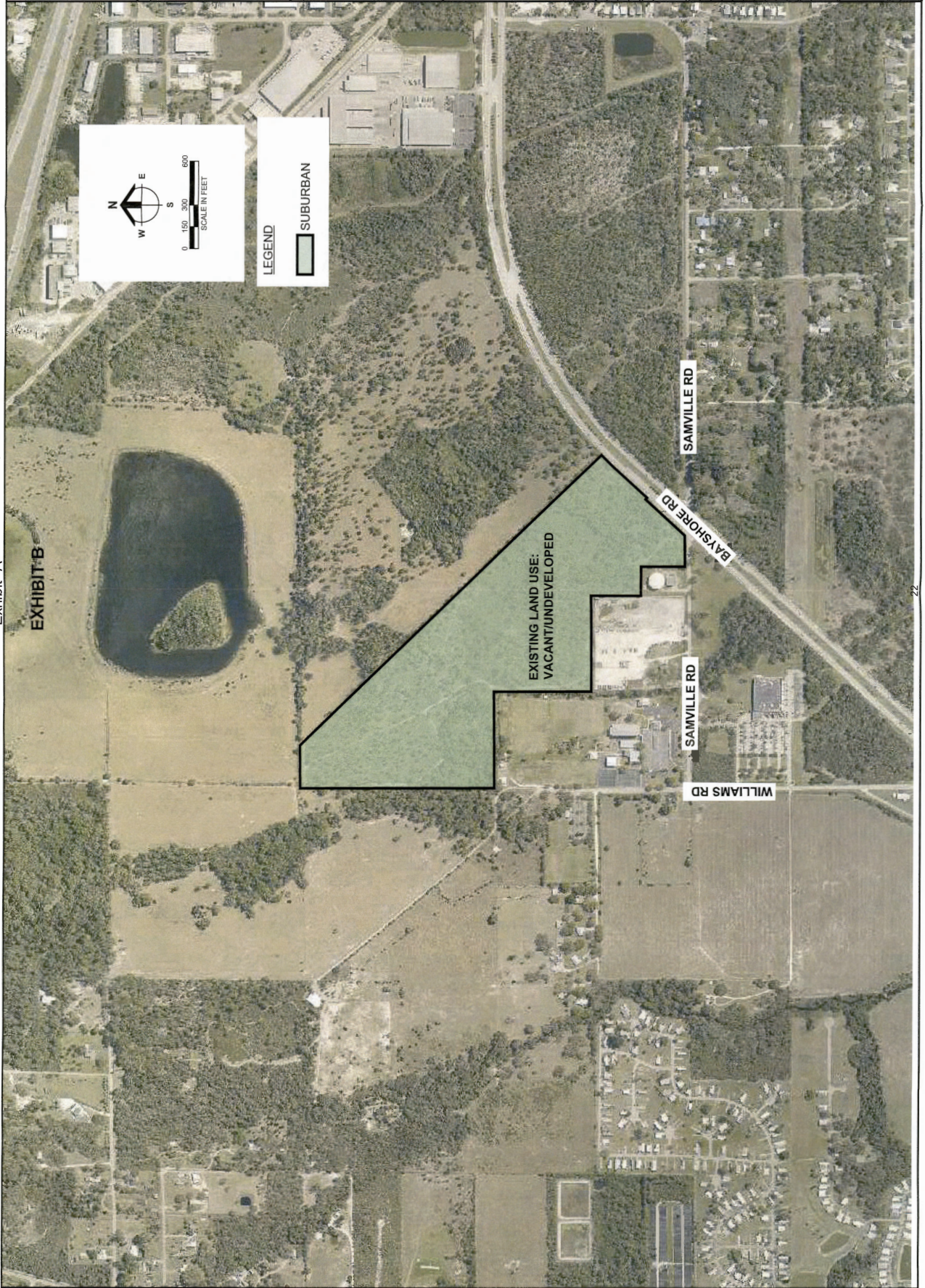
2022.03.09

'13:33:22 -05'00



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

Exhibit "A"



Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 MCGREGOR BLVD., SUITE 100
FORT PIERCE OFFICE DRAWER 8800
FORT PIERCE, FL 34980
PHONE (239) 461-3170
FAX (239) 461-3199

FLORIDA CERTIFICATE OF AUTHORIZATION
NUMBER: CE00000001
EXPIRES: 12/31/2018

PREPARED FOR:

PROJECT DESCRIPTION

**THETA
MPD**

PART OF SECTION 20,
TOWNSHIP 28S, RANGE 25E, EAST
LEEE COUNTY, FLORIDA.

THIS PLAN IS PRELIMINARY AND
INTENDED FOR CONCEPTUAL
PLANNING PURPOSES ONLY.

SITE LAYOUT AND LAND USE
INTENSITIES OR DENSITIES MAY
CHANGE SIGNIFICANTLY BASED
ON THE RESULTS OF ENVIRONMENTAL,
ENVIRONMENTAL AND/OR
REGULATORY CONSTRAINTS AND/OR
OPPORTUNITIES.

OWNER: [REDACTED]
DRAWN BY: [REDACTED]
CHECKED BY: [REDACTED]
DATE: [REDACTED]

FILE NAME: [REDACTED]
LOCATION: [REDACTED]
DATE: [REDACTED]
SCALE: [REDACTED]

PLANNED DATE: [REDACTED]
PLANNED BY: [REDACTED]

OTHER REFERENCED DRAWINGS:

PLAN REVISIONS:

DATE: [REDACTED]

SCALE: [REDACTED]

FUTURE LAND USE

PROJECT FILE NO. 23968

SHEET NUMBER 1

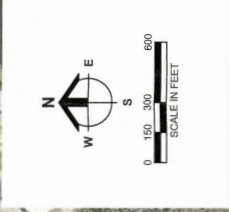
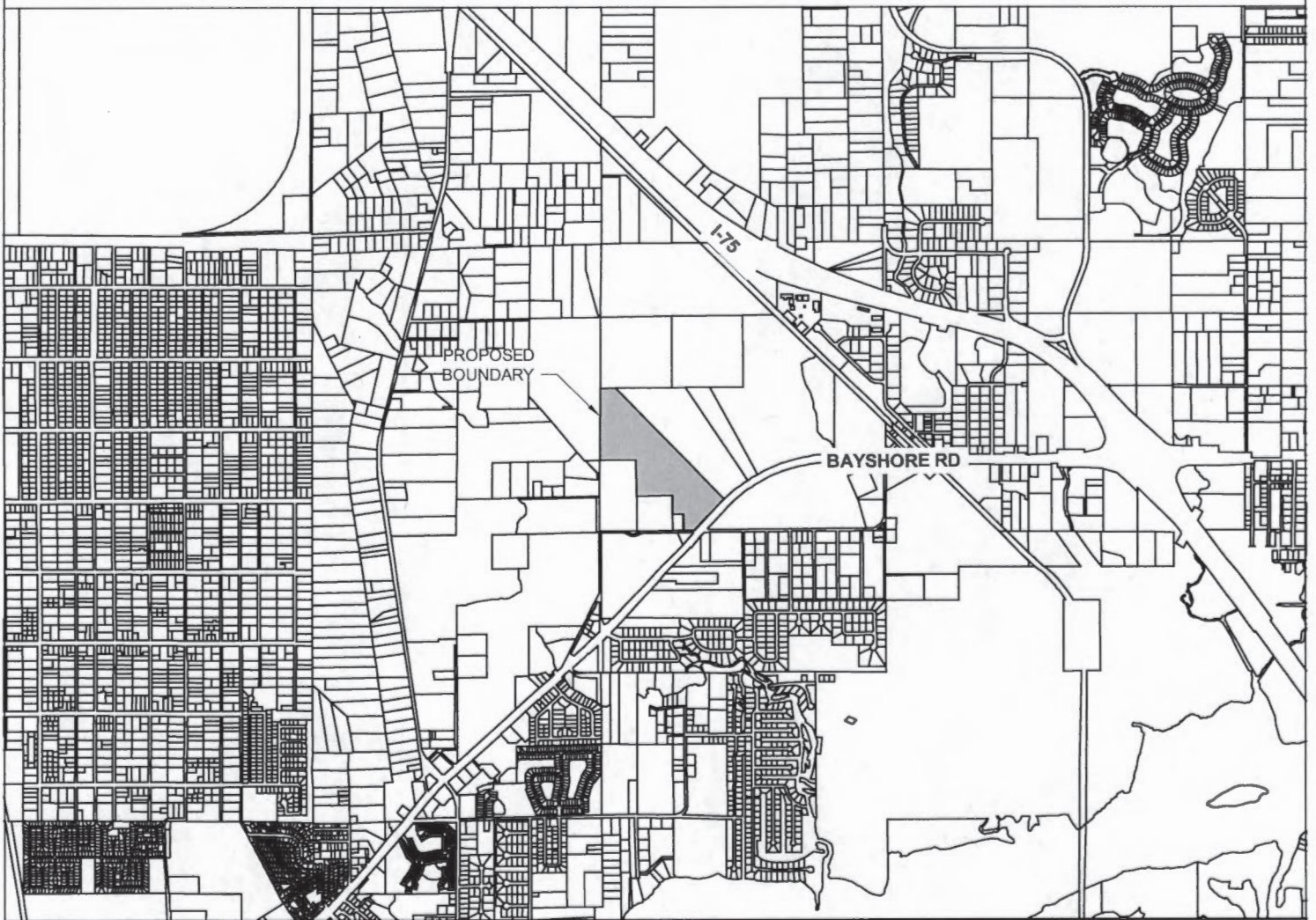
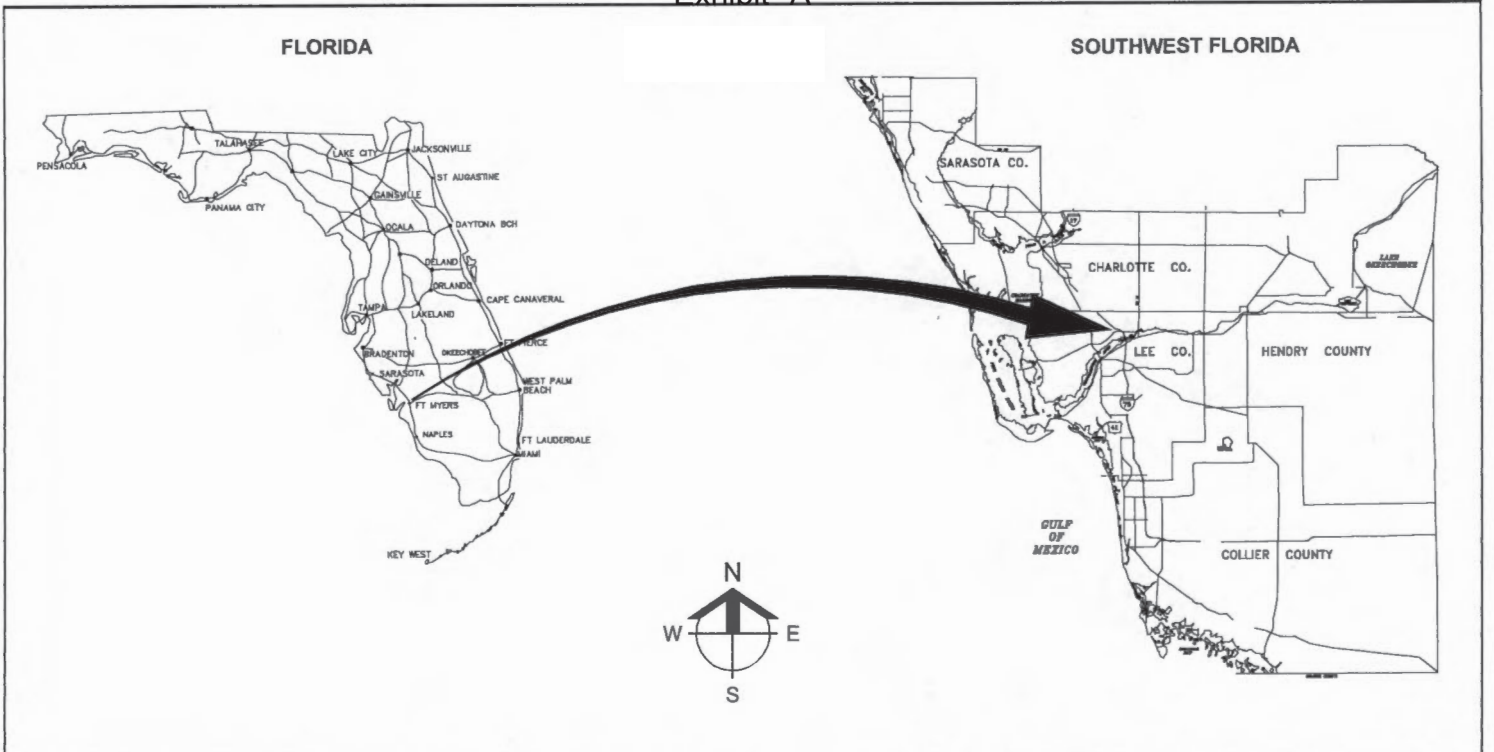


Exhibit "A"



Barraco
and Associates, Inc.

FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-5940

BAYSHORE 57
LOCATION MAP
EXHIBIT 1

FILE NAME	23968-LOCMAP.DWG
LAYOUT	LAYOUT1
LOCATION	J:\23968\DWG\EXHIBITS\
PLOT DATE	TUE, 2-8-2022 - 4:38 PM
PLOT BY	ALYSSA FONTAINE
DESIGN BY	

Exhibit C

Maturities and Coupon of Series 2023 Bonds

Exhibit D

Sources and Uses of Funds for Series 2023 Bonds

Exhibit E

Annual Debt Service Payment Due on Series 2023 Bonds

THIS AMENDED & RESTATED ACQUISITION AGREEMENT (SERIES 2023 PROJECT) (“**Agreement**”), dated as of _____, 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 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 *Master Engineer’s Report* dated July 11, 2022, (“**Engineer’s Report**”), which is attached to this Agreement as **Exhibit A** (“**Series 2023 Project**”); and

WHEREAS, the District intends to finance a portion of the Series 2023 Project through the use of proceeds from the anticipated 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 the 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 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: _____

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. 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 [REDACTED], 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: _____
Its: _____

PULTE HOME COMPANY, LLC

Witness

By: D. Bryce Longen
Its: Vice President and Treasurer

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

Exhibit A

Master Engineer's Report, dated July 11, 2022

**CONSIDER SELECTION OF
DISTRICT ENGINEER**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

UNIFORM COLLECTION INTERLOCAL AGREEMENT

This Agreement, made and entered into this _____ day of February, 2023 (“Agreement”), by and between Del Webb Oak Creek Community Development District, (“Local Government”), and **Matthew Caldwell, Lee County Property Appraiser**, a constitutional officers of the State of Florida, whose address is 2480 Thompson Street, Fort Myers, Florida 33901-3074

1. Section 197.3632, Florida Statutes, authorizes non-ad valorem special assessments of Local Governments may be collected using the “Uniform Method” provided in that section. Pursuant to that opinion, the Property Appraiser and the Local Government shall enter into an agreement providing for reimbursement to the Property Appraiser of administration costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. Pursuant to section 197.3632(3)(b), the Property Appraiser agrees to provide in compatible electronic medium (1) the legal description of the property within the boundaries described by the resolution adopted by the Local Government, (2) the names and addresses of the owners of such property, and (3) the property identification numbers of such property contained in the ad valorem tax roll submitted to the Department of Revenue.
3. The parties herein agree that commencing with the 2023 assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to him by the Local Government.
4. This agreement shall continue from year to year unless cancelled by either party by giving written notice prior to January 1 of the year that the agreement shall stand terminated.
5. Local Government shall comply with all relevant requirements of Chapter 197, Florida Statutes, and all related Florida Administrative Code rules relating to, but not limited to, compliance with advertising and notices required for the use of the Uniform Method provided in 197.3632.
6. Local Government shall use its best efforts in furnishing the Property Appraiser with up-to-date data concerning its boundaries, proposed assessments and other information as requested from time to time by the Property Appraiser. The Property Appraiser shall, using the information provided by the Local Government, place the non ad valorem special assessments, as made from time to time and certified to him, on properties within the assessment district boundaries. The assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
7. The Property Appraiser shall be reimbursed for all necessary administrative costs incurred, including but not limited to the costs of personnel, forms, supplies, data processing, computer equipment, postage and programming. The parties agree the administrative costs shall be reimbursed at the rate of \$1 per parcel as identified by STRAP number for each year in which such assessments are placed on the tax rolls. Local Government shall pay Property Appraiser within forty five days of receipt of invoice from Property Appraiser.

8. If the actual costs of performing the services under this Agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under the Agreement.

9. The parties agree to consult and cooperate with one another as necessary for the efficient and timely delivery of the information to be provided in Paragraphs 2 and 6.

10. In performing the services provided in this agreement, the Property Appraiser shall not in any way, express or implied, directly or indirectly, be responsible for proposing, imposing, certifying or levying any non-ad valorem special assessment or determining whether any such any non-ad valorem special assessment is authorized, constitutional, legal or valid. Local Government is solely responsible to levy the assessments, certify its roll and to insure ~~they~~ all assessments are authorized, constitutional, legal and valid.

11. Local Government shall be responsible for all changes and adjustments to the non-ad valorem special assessments and will provide all such changes or adjustments to the Property Appraiser. All questions regarding any assessments will be handled by Local Government and Property Appraiser will refer all communications and questions regarding the assessments to Local Government.

12. To the extent permitted by law, Local Government shall indemnify, defend and hold harmless the Property Appraiser against any claims, judgments, expenses, liabilities and, including attorney's fees, arising from Local Government's actions or omissions regarding the imposition, levy, roll preparation and certification of the assessments.

13. Information provided by the Property Appraiser may contain information that is confidential and exempt from disclosure under Chapter 119, Fla. Stat., Florida's Public Records Law. Local Government shall familiarize its staff with the applicable statutory provisions and rules governing the Public Records Law and the applicable exemptions and provisions regarding confidentiality. Local Government shall comply with the Public Records Law and all applicable exemptions and provisions regarding confidentiality.

EXECUTED on the date first above written.

Del Webb Oak Creek Community
Development District

Matthew H Caldwell
Lee County Property Appraiser
