



**DEL WEBB OAK CREEK  
COMMUNITY DEVELOPMENT  
DISTRICT**

**LEE COUNTY  
REGULAR BOARD MEETING  
MARCH 10, 2025  
11:30 A.M.**

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

[www.terrenocdd.org](http://www.terrenocdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**DEL WEBB OAK CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
24311 Walden Center Drive, Suite 300  
Bonita Springs, FL 34134  
**REGULAR BOARD MEETING**  
March 10, 2025  
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. February 10, 2025 Regular Board Meeting.....Page 2
- G. Old Business
  - 1. Update on Deed from Land Bank for the Conservation Area Tracts
  - 2. Update on Assignment of Easements from HOA for all Three Plats
  - 3. Update on Conservation Area Conveyance and Letter Agreement
- H. New Business
  - 1. Consider Approval of Preliminary Updated Engineers Report.....Page 5
  - 2. Consider Approval of Supplemental Acquisition Agreement.....Page 6
  - 3. Lake Bank Report.....Page 99
- I. Administrative Matters
- J. Board Member Comments
- K. Adjourn

Publication Date  
2025-02-28

Subcategory  
Miscellaneous Notices

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

The Board of Supervisors (Board) for the Del Webb Oak Creek Community Development District (District) will hold a Regular Board Meeting (Meeting) on March 10, 2025, at 11:30 a.m. in the Offices of Pulte located at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 for the purpose of considering any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 (District Managers Office), during normal business hours.

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

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

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

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

Michelle Krizen

District Manager

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

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

2/28/25

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
FEBRUARY 10, 2025**

**A. CALL TO ORDER**

The February 10, 2025, 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 January 31, 2025, as legally required.

**C. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance:

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

Staff present included:

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

**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 no comments from the public for items not on the agenda.

**F. APPROVAL OF MINUTES**

**1. January 13, 2025, Regular Board Meeting**

The minutes of the January 13, 2025, Regular Board Meeting were presented for consideration.

It was noted the meeting start time should read 11:31 a.m. not 1:31 a.m.



A **motion** was made by Mr. Brooks, seconded by Ms. Ray and passed unanimously approving the minutes of the January 13, 2025, Regular Board Meeting, as amended.

## **G. OLD BUSINESS**

### **1. Update on Deed from Land Bank for the Conservation Area Tracts**

Mr. Butler has reached out the Varde, the land bank and will follow up. Ms. Robertson provided the names of a few other contacts at Varde to include in follow up emails from Mr. Butler.

### **2. Update on Assignment of Easements from HOA for Three Plats**

Ms. Willson has reached out to Mr. Falk and will continue to follow-up.

### **3. Update on Conservation Area Conveyance and Letter Agreement**

This is tied to the deed that is held by the land bank. Mike Hueniken is involved on the developer side. Mr. Butler will reach out to Passarella and Collier Environmental Services to have the contracts transferred to the District.

## **H. NEW BUSINESS**

### **1. Lake Bank Report**

It was noted that the inspections were ongoing and the report was not yet finalized. The report is anticipated to be presented to the Board the March meeting.

### **2. Consider Conveyance of Lift Station**

Due to the timing of completion, the lift station was removed from the 2C conveyance. The lift station is now operational and can be conveyed to the District. The 2C documents will need to be executed at a later date.

A **motion** was made by Mr. Brooks, seconded by Ms. Robertson and passed unanimously approving the conveyance of the lift station to the District.

## **I. ADMINISTRATIVE MATTERS**

The next meeting will be held on March 10, 2025, and will include the proposed budget for fiscal year 2025/2026.

A discussion ensued regarding the inclusion of pumps and irrigation. Mr. Savage and Ms. Willson concurred that upon further discussion there were some utility fees for the overall capacity that can be included in the bond, removing the need to include the irrigation. The irrigation will stay with the HOA as originally designed. An updated preliminary engineer's report and supplemental acquisition agreement will be presented to the Board at a future meeting to capture this.

## **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 Mr. Brooks, seconded by Ms. Robertson and passed unanimously adjourning the Regular Board Meeting at 12:00 p.m.

**ATTESTED BY:**

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Secretary/Assistant Secretary

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Chairperson/Vice-Chair

**CONSIDER APPROVAL OF PRELIMINARY  
UPDATED ENGINEERS REPORT**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**

## SUPPLEMENTAL ACQUISITION AGREEMENT (2025 PROJECT)

**THIS SUPPLEMENTAL ACQUISITION AGREEMENT (2025 PROJECT)** (“**Agreement**”) 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**, 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, 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 previously financed the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services to benefit what is known as “**2023 Project**,” with is a portion of the master project as detailed in the *Master Engineer’s Report* dated July 11, 2022, which is attached to this Agreement as **Exhibit A** and entered into the Amended & Restated Acquisition Agreement (“**A&R Acquisition Agreement**”); and

**WHEREAS**, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain additional infrastructure improvements, facilities, and services to benefit what is known as the remaining “**Project**,” as detailed in the *Amended and Restated Master Engineer’s Report*, dated \_\_\_\_\_, 2025 (“*Master Engineer’s Report*”) which is attached to this Agreement as **Exhibit B (“Project”)**; and

**WHEREAS**, the District intends to finance a portion of the Project through the use of proceeds from the anticipated future sale of Del Webb Oak Creek Community Development District Special Assessment Bonds (“**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 Project (“**Work Product**”); or (ii) construction and/or installation of the improvements comprising the Project (“**Improvements**”); and

**WHEREAS**, the District acknowledges the Developer’s need to commence development of the lands within the remaining portion of 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 supplement the A&R Acquisition Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests (“**Real Property**”) and in order to ensure the timely provision of the infrastructure and development within or for the benefit of the District.

**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 (herein each an “**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 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 fair market value 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 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 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 Project, and (ii) the purchase price for the Real Property is equal to the appraised value of the Real Property or the cost basis, whichever is less, based on an appraisal obtained by the District and a representative by the Developer as to its costs 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  
c/o Special District Services, Inc.  
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: Mike Hueniken

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.** Except as provided below, 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 \_\_\_\_\_,  
2025.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

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

Attest:

**DEL WEBB OAK CREEK  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

**PULTE HOME COMPANY, LLC**

\_\_\_\_\_  
Witness

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

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

**Exhibit B:** *Amended and Restated Master Engineer's Report*, dated \_\_\_\_\_, 2025

**Exhibit A**

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

**Exhibit B**

*Amended and Restated Master Engineer's Report*, dated \_\_\_\_\_, 2025



## DEVELOPER LETTER

\_\_\_\_\_, 2025

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

RE: Acquisition of Del Webb Oak Creek Series 2023 Project Infrastructure- Phase 2C Lift Station  
Wastewater Improvements

Dear Ms. Krizen,

Pursuant to the *Amended and Restated Acquisition Agreement (Series 2023 Project)* (“**Acquisition Agreement**”), by and between the Del Webb Oak Creek Community Development District (“**District**”) and Pulte Home Company, LLC (“**Developer**”) dated March 8, 2023, we are writing to request that the District reimburse Developer for impact fees and utility connection charges associated with the Phase 2 utility system acquired from the Developer as set forth in **Exhibit A**, which is attached hereto. The Developer wishes to convey the improvements and work product to the District in exchange for the payment of **\$1,574,473.41** representing the actual cost of payment of such Impact fees and utility connection charges associated with the Phase 2 utilities. Please have the funds made payable to the Developer.

*[signatures appear on following page]*

Sincerely,

PULTE HOME COMPANY, LLC

---

By: Naomi Robertson  
Its: Vice President of Finance

ACKNOWLEDGED AND AGREED TO BY:

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

**Exhibit A:** Description of Improvements and/or Work Product

## EXHIBIT A

### DESCRIPTION OF IMPROVEMENTS

All impact fees and utility connection charges associated with the Phase 2 utilities conveyed by prior bills of sale attached hereto as such fees and charges are summarized below:

Lee County Utilities 2A	\$161,040
Lee County Utilities 2B	\$124,440
Lee County Utilities 2C	\$226,920
Lee County Utilities 2D	\$192,760
FGUA 2A	\$195,732.38
FGUA 2B	\$151,648.20
FGUA 2C	\$287,880.68
FGUA 2D	\$234,052.15
<b>Total</b>	<b>\$1,574,473.41</b>

**AFFIDAVIT REGARDING COSTS PAID**

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

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

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

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

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

**PULTE HOME COMPANY, LLC**, a Michigan  
limited liability company

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

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

The foregoing instrument was acknowledged before me by means of [\_\_] physical presence or [\_\_] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Naomi Robertson, as Vice President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)

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

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

**Exhibit A:** Description of Improvements and/or Work Product

**EXHIBIT A**  
**DESCRIPTION OF IMPROVEMENTS**

All impact fees and utility connection charges associated with the Phase 2 utilities conveyed by prior bills of sale attached hereto as such fees and charges are summarized below:

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FGUA 2B	\$151,648.20
FGUA 2C	\$287,880.68
FGUA 2D	\$234,052.15
<b>Total</b>	<b>\$1,574,473.41</b>

**CERTIFICATE OF DISTRICT ENGINEER  
RELATING TO DEL WEBB OAK CREEK SERIES 2023 PROJECT  
ACQUISITION 5**

\_\_\_\_\_, 2025

Board of Supervisors  
Del Webb Oak Creek Community Development District

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

Ladies and Gentlemen:

The undersigned, a representative of Barraco and Associates, Inc. (“**District Engineer**”), as District Engineer for the Del Webb Oak Creek Community Development District (“**District**”), hereby makes the following certifications in connection with an acquisition of certain Del Webb Oak Creek Series 2023 Project work product (“**Work Product**”) and improvements (“**Improvements**”), as described in that certain bill of sale (“**Bill of Sale**”) for Phase 2 utilities and **Exhibit A** attached hereto. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Work Product and Improvements, including but not limited to, the forms of agreement, plans, invoices, and other documents.
2. The Work Product and Improvements are within the scope of the Del Webb Oak Creek Series 2023 Project as set forth in the *Engineer’s Report*, dated July 11, 2022, prepared by the District Engineer (“**Engineer’s Report**”), and specially benefit property within the District as further described in the Engineer’s Report.
3. The total costs, excluding retainage, associated with the Work Product and Improvements are **\$1,574,473.41**. Such costs are equal to or less than each of the following: (i) what was actually paid by Pulte Home Company, LLC, to create and/or construct the Work Product and Improvements, and (ii) the reasonable fair market value of the Work Product and Improvements.
4. All known plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District and/or District Staff, and, as applicable, have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product and Improvements.

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

**BARRACO AND ASSOCIATES, INC.**

By: \_\_\_\_\_  
Carl A. Barraco, P.E.

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

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Carl A. Barraco, of Barraco and Associates, Inc., a Florida corporation, on behalf of the company.

[notary seal]

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

**Exhibit A:** Description of Improvements and/or Work Product



**EXHIBIT A**  
**DESCRIPTION OF IMPROVEMENTS**

All impact fees and utility connection charges associated with the Phase 2 utilities conveyed by prior bills of sale attached hereto as such fees and charges are summarized below:

Lee County Utilities 2A	\$161,040
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FGUA 2C	\$287,880.68
FGUA 2D	\$234,052.15
<b>Total</b>	<b>\$1,574,473.41</b>

**DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2023  
(2023 PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Del Webb Oak Creek Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), dated as of February 1, 2023, as supplemented by that certain First Supplemental Trust Indenture dated as of February 1, 2023 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: \_\_\_\_
- (B) Identify Acquisition Agreement, if applicable: *Amended and Restated Acquisition Agreement (Series 2023 Project), by and between Del Webb Oak Creek Community Development District and Pulte Home Company, LLC*, dated March 8, 2023.
- (C) Name of Payee: Pulte Home Company, LLC
- (D) Amount Payable: **\$1,574,473.41**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): *The Master Trade Contractor Agreement, and Work Order No. 1 to the Master Trade Agreement*, dated July 11, 2023.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:  
  
*Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2023 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the 2023 Project; and
- 4. each disbursement represents a Cost of 2023 Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

*[signatures contained on following page]*

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT  
DISTRICT

By: \_\_\_\_\_  
Scott Brooks  
Responsible Officer

Date: \_\_\_\_\_, 2025

[continued next page]

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

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

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Carl A. Barraco, P.E.  
Consulting Engineer

**ESTIMATED FEE QUOTE - CALCULATION OF CONNECTION/CAPACITY FEES TO BE PRE-PAID  
--THIS PAGE TO BE COMPLETED BY LEE COUNTY UTILITIES PERSONNEL--**

**PROJECT NAME: DEL WEBB OAK CREEK - PHASE 2A STRAP #: 20-43-25-L4-010F4.0000**

**QUOTE TO: CARL A BARRACO P.E. - BARRACO AND ASSOCIATES, INC. EMAIL: CARLB@BARRACO.NET**

**DOS 2022-00084      LCU2022-00122**

**--PLEASE NOTE: THIS PROJECT WILL BE REQUIRED TO FOLLOW THE MOST CURRENT APPROVED  
SECTIONS OF LEE COUNTY UTILITIES DESIGN MANUAL/OPERATIONS MANUAL--**

TYPE OF CONNECTION	METER SIZE	UNITS/ GPD*	WATER		UNITS/ GPD*	WASTEWATER	
<b>SINGLE-FAMILY RESIDENTIAL ***</b> (INDIVIDUALLY METERED RESIDENTIAL UNITS)		66	X	\$2,440.00 = \$161,040.00	0	X	\$2,660.00 = \$ 0.00
MULTI-FAMILY RESIDENTIAL (MASTER-METERED RESIDENTIAL UNITS)		0	X	\$1,952.00 = \$ 0.00	0	X	\$2,128.00 = \$ 0.00
RV (MASTER-METERED UNITS)		0	X	\$976.00 = \$ 0.00	0	X	\$1,064.00 = \$ 0.00
<b>COMMERCIAL, INDUSTRIAL, OTHER **</b>  * GALLON PER DAY ** BASED ON ESTIMATED FLOWS IN GPD *** MINIMUM 250 GPD (ONE CONNECTION) (1 BRU)	0	0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
	0	0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
	0	0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
	0	0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
	0	0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
	0	0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
IRRIGATION ** & ***		0	X	\$9.76 = \$ 0.00			
NUMBER OF LIFT STATIONS (1 ERU/250 GPD FOR EACH WATER SERVICE)		0	X	\$2,440.00 = \$ 0.00			
<b>SUB-TOTAL</b>				<b>\$161,040.00</b>			<b>\$ 0.00</b>
<b>50% FEES</b>				<b>\$80,520.00</b>			<b>\$ 0.00</b>
<b>TOTAL 50% WATER AND 50% WASTEWATER FEES</b>							<b>\$80,520.00</b>
<b>PLAN REVIEW FEES: (ESTIMATED COST OF CONSTRUCTION X 1% OR \$790.00 WHICHEVER IS GREATER)</b>							<b>\$2,080.75</b>
<b>DUE UPON FIRST SUBMITTAL: 50% WATER, 50% WASTEWATER, 100% REVIEW FEES</b>							<b>\$82,600.75</b>
<b>DUE UPON FINAL SUBMITTAL: REMAINING 50% WATER &amp; REMAINING 50% WASTEWATER</b>							<b>\$80,520.00</b>
<b>Please Note: The Remaining 50% Water And 50% Wastewater Fees Are Due Prior To Placing The System Into Service</b>							

**PLEASE MAKE CHECKS PAYABLE TO 'LEE COUNTY BOCC'**

**---THIS QUOTE IS SUBJECT TO CHANGE UPON REVIEW OF PROJECT AND/OR CHANGE IN DEVELOPMENT---**

**--PRIOR TO ISSUING RESIDENTIAL AVAILABILITY LETTERS THE FOLLOWING FEES WILL BE REQUIRED BY LEE COUNTY UTILITIES:  
100% OF THE CAPACITY FEES & METER SET FEE--**

Completed by: Mary McColvin Date: 1/17/23 NB 12/29/22 Reviewed by: Sam Surrency Date: 1/18/23

**PLEASE NOTE:** The County reserves the right to review the amount of water and/or sewer usage during the course of a customer's service and shall bill to the owner or customer for any adjustments to the water and sewer Connection Fee for capacity use in excess of the amount paid by the owner or customer. Any additional Connection Fee payments shall be billed to the owner or customer at the same rate that was initially charged at the time of service application. (Lee County Resolution 11-08-26 adopted by the Board of County Commissioners on August 9, 2011)



**ESTIMATED FEE QUOTE - CALCULATION OF CONNECTION/CAPACITY FEES TO BE PRE-PAID**  
**--THIS PAGE TO BE COMPLETED BY LEE COUNTY UTILITIES PERSONNEL--**

**PROJECT NAME: DEL WEBB OAK CREEK - PHASE 2B STRAP #: 20-43-25-L3-010F5.0000**  
**QUOTE TO: CARL A BARRACO P.E. - BARRACO AND ASSOCIATES, INC. EMAIL: CARLB@BARRACO.NET**  
**DOS 2022-00084 LCU2022-00123**

**--PLEASE NOTE: THIS PROJECT WILL BE REQUIRED TO FOLLOW THE MOST CURRENT APPROVED SECTIONS OF LEE COUNTY UTILITIES DESIGN MANUAL/OPERATIONS MANUAL--**

TYPE OF CONNECTION	METER SIZE	UNITS/ GPD*	WATER		UNITS/ GPD*	WASTEWATER	
<b>SINGLE-FAMILY RESIDENTIAL ***</b> (INDIVIDUALLY METERED RESIDENTIAL UNITS)		51	X	\$2,440.00 = \$124,440.00	0	X	\$2,660.00 = \$ 0.00
MULTI-FAMILY RESIDENTIAL (MASTER-METERED RESIDENTIAL UNITS)		0	X	\$1,952.00 = \$ 0.00	0	X	\$2,128.00 = \$ 0.00
RV (MASTER-METERED UNITS)		0	X	\$976.00 = \$ 0.00	0	X	\$1,064.00 = \$ 0.00
<b>COMMERCIAL, INDUSTRIAL, OTHER **</b>  * GALLON PER DAY ** BASED ON ESTIMATED FLOWS IN GPD *** MINIMUM 250 GPD (ONE CONNECTION) (1 ERU)	0	0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
	0	0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
	0	0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
	0	0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
	0	0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
	0	0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
IRRIGATION ** & ***		0	X	\$9.76 = \$ 0.00			
NUMBER OF LIFT STATIONS (1 ERU/250 GPD FOR EACH WATER SERVICE)		0	X	\$2,440.00 = \$ 0.00			
<b>SUB-TOTAL</b>				<b>\$124,440.00</b>			<b>\$ 0.00</b>
<b>50% FEES</b>				<b>\$62,220.00</b>			<b>\$ 0.00</b>
<b>TOTAL 50% WATER AND 50% WASTEWATER FEES</b>							<b>\$62,220.00</b>
<b>PLAN REVIEW FEES: (ESTIMATED COST OF CONSTRUCTION X 1% OR \$790.00 WHICHEVER IS GREATER)</b>							<b>\$1,503.49</b>
<b>DUE UPON FIRST SUBMITTAL: 50% WATER, 50% WASTEWATER, 100% REVIEW FEES</b>							<b>\$63,723.49</b>
<b>DUE UPON FINAL SUBMITTAL: REMAINING 50% WATER &amp; REMAINING 50% WASTEWATER</b>							<b>\$62,220.00</b>
<b>Please Note: The Remaining 50% Water And 50% Wastewater Fees Are Due Prior To Placing The System Into Service</b>							

**PLEASE MAKE CHECKS PAYABLE TO 'LEE COUNTY BOCC'**

**---THIS QUOTE IS SUBJECT TO CHANGE UPON REVIEW OF PROJECT AND/OR CHANGE IN DEVELOPMENT---**

**--PRIOR TO ISSUING RESIDENTIAL AVAILABILITY LETTERS THE FOLLOWING FEES WILL BE REQUIRED BY LEE COUNTY UTILITIES:  
100% OF THE CAPACITY FEES & METER SET FEE--**

Completed by: Mary McCallis Date: 12/27/22 NB 12/28/22 Reviewed by: Seni Kearney Date: 1/18/23

**PLEASE NOTE:** The County reserves the right to review the amount of water and/or sewer usage during the course of a customer's service and shall bill to the owner or customer for any adjustments to the water and sewer Connection Fee for capacity use in excess of the amount paid by the owner or customer. Any additional Connection Fee payments shall be billed to the owner or customer at the same rate that was initially charged at the time of service application. (Lee County Resolution 11-08-26 adopted by the Board of County Commissioners on August 9, 2011)



**ESTIMATED FEE QUOTE - CALCULATION OF CONNECTION/CAPACITY FEES TO BE PRE-PAID**  
**--THIS PAGE TO BE COMPLETED BY LEE COUNTY UTILITIES PERSONNEL--**

**PROJECT NAME: DEL WEBB OAK CREEK - PHASE 2C STRAP #: 20-43-25-L1-010F2.0000**

**QUOTE TO: CARL A BARRACO P.E. - BARRACO AND ASSOCIATES, INC. EMAIL: CARLB@BARRACO.NET**

**DOS 2022-00084**

**LCU2022-00124**

**--PLEASE NOTE: THIS PROJECT WILL BE REQUIRED TO FOLLOW THE MOST CURRENT APPROVED SECTIONS OF LEE COUNTY UTILITIES DESIGN MANUAL/OPERATIONS MANUAL--**

TYPE OF CONNECTION	METER SIZE	UNITS/ GPD*	WATER		UNITS/ GPD*	WASTEWATER	
<b>SINGLE-FAMILY RESIDENTIAL ***</b> (INDIVIDUALLY METERED RESIDENTIAL UNITS)		93	X	\$2,440.00 =	\$226,920.00	0	X \$2,660.00 = \$ 0.00
MULTI-FAMILY RESIDENTIAL (MASTER-METERED RESIDENTIAL UNITS)		0	X	\$1,952.00 =	\$ 0.00	0	X \$2,128.00 = \$ 0.00
RV (MASTER-METERED UNITS)		0	X	\$976.00 =	\$ 0.00	0	X \$1,064.00 = \$ 0.00
<b>COMMERCIAL, INDUSTRIAL, OTHER **</b>  * GALLON PER DAY ** BASED ON ESTIMATED FLOWS IN GPD *** MINIMUM 250 GPD (ONE CONNECTION) (1 ERU)	0	0	X	\$9.76 =	\$ 0.00	0	X \$10.64 = \$ 0.00
	0	0	X	\$9.76 =	\$ 0.00	0	X \$10.64 = \$ 0.00
	0	0	X	\$9.76 =	\$ 0.00	0	X \$10.64 = \$ 0.00
	0	0	X	\$9.76 =	\$ 0.00	0	X \$10.64 = \$ 0.00
	0	0	X	\$9.76 =	\$ 0.00	0	X \$10.64 = \$ 0.00
	0	0	X	\$9.76 =	\$ 0.00	0	X \$10.64 = \$ 0.00
IRRIGATION ** & ***		0	X	\$9.76 =	\$ 0.00		
NUMBER OF LIFT STATIONS (1 ERU/250 GPD FOR EACH WATER SERVICE)		0	X	\$2,440.00	\$ 0.00		
<b>SUB-TOTAL</b>					<b>\$226,920.00</b>		<b>\$ 0.00</b>
<b>50% FEES</b>					<b>\$113,460.00</b>		<b>\$ 0.00</b>
<b>TOTAL 50% WATER AND 50% WASTEWATER FEES</b>							<b>\$113,460.00</b>
<b>PLAN REVIEW FEES: (ESTIMATED COST OF CONSTRUCTION X 1% OR \$790.00 WHICHEVER IS GREATER)</b>							<b>\$3,842.76</b>
<b>DUE UPON FIRST SUBMITTAL: 50% WATER, 50% WASTEWATER, 100% REVIEW FEES</b>							<b>\$117,302.76</b>
<b>DUE UPON FINAL SUBMITTAL: REMAINING 50% WATER &amp; REMAINING 50% WASTEWATER</b>							<b>\$113,460.00</b>
Please Note: The Remaining 50% Water And 50% Wastewater Fees Are Due Prior To Placing The System Into Service							

**PLEASE MAKE CHECKS PAYABLE TO 'LEE COUNTY BOCC'**

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**--PRIOR TO ISSUING RESIDENTIAL AVAILABILITY LETTERS THE FOLLOWING FEES WILL BE REQUIRED BY LEE COUNTY UTILITIES:**

**100% OF THE CAPACITY FEES & METER SET FEE--**

Completed by: Mary McCann Date: 12/27/22 NB 12/28/22 Reviewed by: Sam Feenerty Date: 1/18/23

**PLEASE NOTE:** The County reserves the right to review the amount of water and/or sewer usage during the course of a customer's service and shall bill to the owner or customer for any adjustments to the water and sewer Connection Fee for capacity use in excess of the amount paid by the owner or customer. Any additional Connection Fee payments shall be billed to the owner or customer at the same rate that was initially charged at the time of service application. (Lee County Resolution 11-08-26 adopted by the Board of County Commissioners on August 9, 2011)



**ESTIMATED FEE QUOTE - CALCULATION OF CONNECTION/CAPACITY FEES TO BE PRE-PAID  
--THIS PAGE TO BE COMPLETED BY LEE COUNTY UTILITIES PERSONNEL--**

**PROJECT NAME: DEL WEBB OAK CREEK - PHASE 2D STRAP #: 20-43-25-L1-010F2.0000**

**QUOTE TO: CARL A BARRACO P.E. - BARRACO AND ASSOCIATES, INC. EMAIL: CARLB@BARRACO.NET**

**DOS 2022-00084 LCU2022-00125**

**--PLEASE NOTE: THIS PROJECT WILL BE REQUIRED TO FOLLOW THE MOST CURRENT APPROVED SECTIONS OF LEE COUNTY UTILITIES DESIGN MANUAL/OPERATIONS MANUAL--**

TYPE OF CONNECTION	METER SIZE	UNITS/ GPD*	WATER		UNITS/ GPD*	WASTEWATER	
<b>SINGLE-FAMILY RESIDENTIAL ***</b> (INDIVIDUALLY METERED RESIDENTIAL UNITS)		79	X	\$2,440.00 =	\$192,760.00	0	X \$2,660.00 = \$ 0.00
MULTI-FAMILY RESIDENTIAL (MASTER-METERED RESIDENTIAL UNITS)		0	X	\$1,952.00 =	\$ 0.00	0	X \$2,128.00 = \$ 0.00
RV (MASTER-METERED UNITS)		0	X	\$976.00 =	\$ 0.00	0	X \$1,064.00 = \$ 0.00
<b>COMMERCIAL, INDUSTRIAL, OTHER **</b>  * GALLON PER DAY ** BASED ON ESTIMATED FLOWS IN GPD *** MINIMUM 250 GPD (ONE CONNECTION) (1 BRU)	0	0	X	\$9.76 =	\$ 0.00	0	X \$10.64 = \$ 0.00
	0	0	X	\$9.76 =	\$ 0.00	0	X \$10.64 = \$ 0.00
	0	0	X	\$9.76 =	\$ 0.00	0	X \$10.64 = \$ 0.00
	0	0	X	\$9.76 =	\$ 0.00	0	X \$10.64 = \$ 0.00
	0	0	X	\$9.76 =	\$ 0.00	0	X \$10.64 = \$ 0.00
	0	0	X	\$9.76 =	\$ 0.00	0	X \$10.64 = \$ 0.00
IRRIGATION ** & ***		0	X	\$9.76 =	\$ 0.00		
NUMBER OF LIFT STATIONS (1 ERU/250 GPD FOR EACH WATER SERVICE)		0	X	\$2,440.00	\$ 0.00		
<b>SUB-TOTAL</b>					<b>\$192,760.00</b>		<b>\$ 0.00</b>
<b>50% FEES</b>					<b>\$96,380.00</b>		<b>\$ 0.00</b>
<b>TOTAL 50% WATER AND 50% WASTEWATER FEES</b>							<b>\$96,380.00</b>
<b>PLAN REVIEW FEES: (ESTIMATED COST OF CONSTRUCTION X 1% OR \$790.00 WHICHEVER IS GREATER)</b>							<b>\$2,347.48</b>
<b>DUE UPON FIRST SUBMITTAL: 50% WATER, 50% WASTEWATER, 100% REVIEW FEES</b>							<b>\$98,727.48</b>
<b>DUE UPON FINAL SUBMITTAL: REMAINING 50% WATER &amp; REMAINING 50% WASTEWATER</b>							<b>\$96,380.00</b>
<b>Please Note: The Remaining 50% Water And 50% Wastewater Fees Are Due Prior To Placing The System Into Service</b>							

**PLEASE MAKE CHECKS PAYABLE TO 'LEE COUNTY BOCC'**

**---THIS QUOTE IS SUBJECT TO CHANGE UPON REVIEW OF PROJECT AND/OR CHANGE IN DEVELOPMENT---**

**--PRIOR TO ISSUING RESIDENTIAL AVAILABILITY LETTERS THE FOLLOWING FEES WILL BE REQUIRED BY LEE COUNTY UTILITIES:  
100% OF THE CAPACITY FEES & METER SET FEE--**

Completed by: Mary McEwen Date: 12/27/22 NB 12/28/22 Reviewed by: Steve Kennedy Date: 1/17/23

**PLEASE NOTE:** The County reserves the right to review the amount of water and/or sewer usage during the course of a customer's service and shall bill to the owner or customer for any adjustments to the water and sewer Connection Fee for capacity use in excess of the amount paid by the owner or customer. Any additional Connection Fee payments shall be billed to the owner or customer at the same rate that was initially charged at the time of service application. (Lee County Resolution 11-08-26 adopted by the Board of County Commissioners on August 9, 2011)





## Exhibit "C" Fee Statement

**Project Name:** Dell Webb Oak Creek Phase 2A  
**Project Address:** Bayshore Rd, North Fort Myers, FL, 33917  
**Development Type:** Residential  
**Base Description:** Phase 2A consists of 66 single family homes

**Project No.:** 23-057 NFMD  
**Date:** August 2, 2023  
**System:** North Fort Myers (416)

The capacity fee is calculated based on the meter size of the development. Any change in meter size at any time that results in a larger meter size (higher demand) will be assessed the applicable difference in impact fees. This balance will be paid on demand.

### Remittance

**MAKE CHECK PAYABLE TO: Florida Governmental Utility Authority**  
**280 Wekiva Springs Road, Ste 2070, Longwood, FL 32779-6026**

**Reference Project No.:** 23-057 NFMD on the check and project related correspondence

**Fee based on:** Water Impact Fee Based on Meter Size; See Attached Table  
Wastewater Impact Fee Based on Meter Size; See Attached Table

Plan review @	25	pages
Plan Resubmittal @	25	pages
Plan Modification @		pages
Inspection fee @	\$ 331,667.00	Utility Construction Cost
CSA Recording fee @	14	pages

FGUA	Acct. Code	Calculated Fees	Credit Applied	Amount Paid	Balance Due
1 Plan Review	343616	\$ 1,500.00	n/a	\$ 1,500.00	\$ -
1a Plan Resubmittal	343616	\$ 750.00	n/a	\$ 750.00	\$ -
1b Plan Modification	343616	\$ -	n/a		\$ -
2 Project Inspection	343615	\$ 8,291.68	n/a		\$ 8,291.68
3 Water Impact Fee	363201				\$ -
4 Wastewater Impact Fee	363202	\$ 185,064.00			\$ 185,064.00
5 CSA Recording Fee	344000	\$ 126.70	n/a		\$ 126.70
Fees for recording other Closeout documents will be paid at actuals at the time of closeout.					

Plan Review, Inspection & Recording Fees:	\$ 10,668.38	
Project Capacity Fees:	\$ 185,064.00	
<b>Total Fees:</b>	<b>\$ 195,732.38</b>	<b>\$ 2,250.00</b>
		<b>\$ 193,482.38</b>

Payment History	Date Paid	Check Date	Check #	Payer Name	Amount
1 Plan Review	08/02/23	07/20/23	90255162	Pulte Group	\$ 1,500.00
1a Plan Resubmittal	08/02/23	07/20/23	90255162	Pulte Group	\$ 750.00
1b Plan Modification					
2 Project Inspection					
3 Water Impact Fee					
4 Wastewater Impact Fee					
5 CSA Recording Fee					
					\$ 2,250.00

All fee amounts are based on the rates in effect as of the date of this statement and are subject to change. The final amount of any capacity impact fee due shall be determined at the time of connection.

#### Fee Calculations Explanation:

- 1 Plan Review Fee(s) based on the following:  
First Review Submittal: \$700.00 plus \$50.00 for each sheet over 9  
Plan Review - Resubmittal: \$350 plus \$25 for each sheet over 9  
Plan Review - Modification: \$175 plus \$25 for each sheet over 9
- 2 Project Inspection Fee(s) based on the following:  
2.5% of the utility construction costs based on a signed and sealed Engineer's Opinion of Probable Construction Cost (EOPCC)  
\$500 Minimum Inspection Fee
- 3 Water Impact Fee based on the following:  
See attached table
- 4 Wastewater Impact Fee based on the following:  
See attached table
- 5 Cost to Record the Utility Infrastructure Conveyance and Service Agreement:  
1st page @\$10.00, every additional page @\$8.50 per Fla. Statute

### Remittance

**MAKE CHECK PAYABLE TO: Florida Governmental Utility Authority**  
**280 Wekiva Springs Road, Ste 2070, Longwood, FL 32779-6026**

**Reference Project No.:** 23-057 NFMD on the check and project related correspondence



## Exhibit "C"

### Fee Statement

**Project Name:** Del Webb Oak Creek Phases 2B  
**Project Address:** Bayshore Rd, North Fort Myers, FL, 33917  
**Development Type:** Residential

**Project No.:** 23-063 NFMD  
**Date:** August 2, 2023  
**System:** North Fort Myers (416)

**Base Description:** Phase 2B consists of 51 single family homes

The capacity fee is calculated based on the meter size of the development. Any change in meter size at any time that results in a larger meter size (higher demand) will be assessed the applicable difference in impact fees. This balance will be paid on demand.

### Remittance

**MAKE CHECK PAYABLE TO:** Florida Governmental Utility Authority  
 280 Wekiva Springs Road, Ste 2070, Longwood, FL 32779-6026

**Reference Project No.:** 23-063 NFMD on the check and project related correspondence

**Fee based on:** **Water Impact Fee Based on Meter Size; See Attached Table**

**Wastewater Impact Fee Based on Meter Size; See Attached Table**

Plan review @	15	pages
Plan Resubmittal @	15	pages
Plan Modification @		pages
Inspection fee @	\$ 280,700.00	Utility Construction Cost
CSA Recording fee @	14	pages

FGUA	Acct. Code	Calculated Fees	Credit Applied	Amount Paid	Balance Due
1 Plan Review	343616	\$ 1,000.00	n/a	\$ 1,000.00	\$ -
1a Plan Resubmittal	343616	\$ 500.00	n/a	\$ 500.00	\$ -
1b Plan Modification	343616	\$ -	n/a		\$ -
2 Project Inspection	343615	\$ 7,017.50	n/a		\$ 7,017.50
3 Water Impact Fee	363201				\$ -
4 Wastewater Impact Fee	363202	\$ 143,004.00			\$ 143,004.00
5 CSA Recording Fee	344000	\$ 126.70	n/a		\$ 126.70
Fees for recording other Closeout documents will be paid at actuals at the time of closeout.					

Plan Review, Inspection & Recording Fees: \$ 8,644.20

Project Capacity Fees: \$ 143,004.00

Total Fees: \$ 151,648.20 \$ - \$ 1,500.00 \$ 150,148.20

Payment History	Date Paid	Check Date	Check #	Payer Name	Amount
1 Plan Review	08/02/23	07/20/23	90255163	Pulte Group	\$ 1,000.00
1a Plan Resubmittal	08/02/23	07/20/23	90255163	Pulte Group	\$ 500.00
1b Plan Modification					
2 Project Inspection					
3 Water Impact Fee					
4 Wastewater Impact Fee					
5 CSA Recording Fee					
					\$ 1,500.00

All fee amounts are based on the rates in effect as of the date of this statement and are subject to change. The final amount of any capacity impact fee due shall be determined at the time of connection.

#### Fee Calculations Explanation:

##### 1 Plan Review Fee(s) based on the following:

First Review Submittal: \$700.00 plus \$50.00 for each sheet over 9

Plan Review - Resubmittal: \$350 plus \$25 for each sheet over 9

Plan Review - Modification: \$175 plus \$25 for each sheet over 9

##### 2 Project Inspection Fee(s) based on the following:

2.5% of the utility construction costs based on a signed and sealed Engineer's Opinion of Probable Construction Cost (EOPCC)

\$500 Minimum Inspection Fee

##### 3 Water Impact Fee based on the following:

See attached table

##### 4 Wastewater Impact Fee based on the following:

See attached table

##### 5 Cost to Record the Utility Infrastructure Conveyance and Service Agreement:

1st page @\$10.00, every additional page @\$8.50 per Fla. Statute

### Remittance

**MAKE CHECK PAYABLE TO:** Florida Governmental Utility Authority  
 280 Wekiva Springs Road, Ste 2070, Longwood, FL 32779-6026

**Reference Project No.:** 23-063 NFMD on the check and project related correspondence





## Exhibit "C" Fee Statement

**Project Name:** Del Webb Oak Creek Phases 2C  
**Project Address:** Bayshore Rd, North Fort Myers, FL, 33917  
**Development Type:** Residential

**Project No.:** 23-064 NFMD  
**Date:** July 13, 2023  
**System:** North Fort Myers (416)

**Base Description:** Phase 2C consists of 93 single family homes

**The capacity fee is calculated based on the meter size of the development. Any change in meter size at any time that results in a larger meter size (higher demand) will be assessed the applicable difference in Impact fees. This balance will be paid on demand.**

### Remittance

**MAKE CHECK PAYABLE TO: Florida Governmental Utility Authority**  
**280 Wekiva Springs Road, Ste 2070, Longwood, FL 32779-6026**

**Reference Project No.: 23-064 NFMD on the check and project related correspondence**

**Fee based on:** **Water Impact Fee Based on Meter Size; See Attached Table**  
**Wastewater Impact Fee Based on Meter Size; See Attached Table**

Plan review @	33	pages
Plan Resubmittal @		pages
Plan Modification @		pages
Inspection fee @	\$ 1,003,279.00	Utility Construction Cost
CSA Recording fee @	14	pages

FGUA	Acct. Code	Calculated Fees	Credit Applied	Amount Paid	Balance Due
1 Plan Review	343616	\$ 1,900.00	n/a		\$ 1,900.00
1a Plan Resubmittal	343616	\$ -	n/a		\$ -
1b Plan Modification	343616	\$ -	n/a		\$ -
2 Project Inspection	343615	\$ 25,081.98	n/a		\$ 25,081.98
3 Water Impact Fee	363201				\$ -
4 Wastewater Impact Fee	363202	\$ 260,772.00			\$ 260,772.00
5 CSA Recording Fee	344000	\$ 126.70	n/a		\$ 126.70

**Fees for recording other Closeout documents will be paid at actuals at the time of closeout.**

Plan Review, Inspection & Recording Fees:	\$	27,108.68			
Project Capacity Fees:	\$	260,772.00			
<b>Total Fees:</b>	<b>\$</b>	<b>287,880.68</b>	<b>\$</b>	<b>-</b>	<b>\$ 287,880.68</b>

Payment History	Date Paid	Check Date	Check #	Payer Name	Amount
1 Plan Review					
1a Plan Resubmittal					
1b Plan Modification					
2 Project Inspection					
3 Water Impact Fee					
4 Wastewater Impact Fee					
5 CSA Recording Fee					
					\$ -

**All fee amounts are based on the rates in effect as of the date of this statement and are subject to change. The final amount of any capacity Impact fee due shall be determined at the time of connection.**

**Fee Calculations Explanation:**

- 1 **Plan Review Fee(s) based on the following:**  
 First Review Submittal: \$700.00 plus \$50.00 for each sheet over 9  
 Plan Review - Resubmittal: \$350 plus \$25 for each sheet over 9  
 Plan Review - Modification: \$175 plus \$25 for each sheet over 9
- 2 **Project Inspection Fee(s) based on the following:**  
 2.5% of the utility construction costs based on a signed and sealed Engineer's Opinion of Probable Construction Cost (EOPCC)  
 \$500 Minimum Inspection Fee
- 3 **Water Impact Fee based on the following:**  
 See attached table
- 4 **Wastewater Impact Fee based on the following:**  
 See attached table
- 5 **Cost to Record the Utility Infrastructure Conveyance and Service Agreement:**  
 1st page @\$10.00, every additional page @\$8.50 per Fla. Statute

### Remittance

**MAKE CHECK PAYABLE TO: Florida Governmental Utility Authority**  
**280 Wekiva Springs Road, Ste 2070, Longwood, FL 32779-6026**

**Reference Project No.: 23-064 NFMD on the check and project related correspondence**



## Exhibit "C" Fee Statement

**Project Name:** Del Webb Oak Creek Phases 2D  
**Project Address:** Bayshore Rd, North Fort Myers, FL, 33917  
**Development Type:** Residential

**Project No.:** 23-065 NFMD  
**Date:** August 2, 2023  
**System:** North Fort Myers (416)

**Base Description:** Phase 2D consists of 79 single family homes

The capacity fee is calculated based on the meter size of the development. Any change in meter size at any time that results in a larger meter size (higher demand) will be assessed the applicable difference in impact fees. This balance will be paid on demand.

### Remittance

**MAKE CHECK PAYABLE TO:** Florida Governmental Utility Authority  
 280 Wekiva Springs Road, Ste 2070, Longwood, FL 32779-6026

Reference Project No.: **23-065 NFMD** on the check and project related correspondence

<b>Fee based on:</b>	<b>Water Impact Fee Based on Meter Size; See Attached Table</b> <b>Wastewater Impact Fee Based on Meter Size; See Attached Table</b> Plan review @ 23 pages Plan Resubmittal @ 23 pages Plan Modification @ pages Inspection fee @ \$ 412,378.00 Utility Construction Cost CSA Recording fee @ 14 pages
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FGUA	Acct. Code	Calculated Fees	Credit Applied	Amount Paid	Balance Due
1 Plan Review	343616	\$ 1,400.00	n/a	\$ 1,400.00	\$ -
1a Plan Resubmittal	343616	\$ 700.00	n/a	\$ 700.00	\$ -
1b Plan Modification	343616	\$ -	n/a		\$ -
2 Project Inspection	343615	\$ 10,309.45	n/a		\$ 10,309.45
3 Water Impact Fee	363201				\$ -
4 Wastewater Impact Fee	363202	\$ 221,516.00			\$ 221,516.00
5 CSA Recording Fee	344000	\$ 126.70	n/a		\$ 126.70
Fees for recording other Closeout documents will be paid at actuals at the time of closeout.					

Plan Review, Inspection & Recording Fees:	\$	12,536.15			
Project Capacity Fees:	\$	221,516.00			
<b>Total Fees:</b>	<b>\$</b>	<b>234,052.15</b>	<b>\$ -</b>	<b>\$ 2,100.00</b>	<b>\$ 231,952.15</b>

Payment History	Date Paid	Check Date	Check #	Payer Name	Amount
1 Plan Review	08/02/23	07/20/23	90255165	Pulte Group	\$ 1,400.00
1a Plan Resubmittal	08/02/23	07/20/23	90255165	Pulte Group	\$ 700.00
1b Plan Modification					
2 Project Inspection					
3 Water Impact Fee					
4 Wastewater Impact Fee					
5 CSA Recording Fee					
					\$ 2,100.00

All fee amounts are based on the rates in effect as of the date of this statement and are subject to change. The final amount of any capacity impact fee due shall be determined at the time of connection.

**Fee Calculations Explanation:**

- 1 Plan Review Fee(s) based on the following:  
 First Review Submittal: \$700.00 plus \$50.00 for each sheet over 9  
 Plan Review - Resubmittal: \$350 plus \$25 for each sheet over 9  
 Plan Review - Modification: \$175 plus \$25 for each sheet over 9
- 2 Project Inspection Fee(s) based on the following:  
 2.5% of the utility construction costs based on a signed and sealed Engineer's Opinion of Probable Construction Cost (EOPCC)  
 \$500 Minimum Inspection Fee
- 3 Water Impact Fee based on the following:  
 See attached table
- 4 Wastewater Impact Fee based on the following:  
 See attached table
- 5 Cost to Record the Utility Infrastructure Conveyance and Service Agreement:  
 1st page @\$10.00, every additional page @\$8.50 per Fla. Statute

### Remittance

**MAKE CHECK PAYABLE TO:** Florida Governmental Utility Authority  
 280 Wekiva Springs Road, Ste 2070, Longwood, FL 32779-6026

Reference Project No.: **23-065 NFMD** on the check and project related correspondence



## DEVELOPER LETTER

September 9, 2024

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

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

Dear Ms. Krizen,

We are writing to request that the Del Webb Oak Creek Community Development District ("**District**") acquire from Pulte Home Company, LLC ("**Developer**") the public infrastructure improvements and/or work product set forth in **Exhibit A**, which is attached hereto. Developer created the improvements and/or work product consistent with the District *Engineer's Report*, dated July 11, 2022, prepared by the District Engineer and the improvements and/or work product are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements and work product to the District in exchange for the payment of **\$507,312.90** representing the actual cost of creating and/or constructing such improvements and work product. Please have the funds made payable to the Developer. In connection with this conveyance, the Developer agrees to pay all remaining costs for the District infrastructure as indicated on **Exhibit A**.

*[signatures appear on following page]*

Sincerely,

PULTE HOME COMPANY, LLC



By: Naomi Robertson

Its: Vice President of Finance

ACKNOWLEDGED AND AGREED TO BY:



Scott Brooks

Chairperson, Board of Supervisors

Del Webb Oak Creek Community Development District

**Exhibit A:** Description of Improvements and/or Work Product

## EXHIBIT A

### DESCRIPTION OF IMPROVEMENTS

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

Total for all of the foregoing:

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

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A	\$ 242,435.00	\$ 218,194.50	\$ 24,243.50	\$ 321,246.00	\$ 289,121.40	\$ 32,124.60	\$ 563,681.00	\$ 507,312.90	\$ 56,368.10
Phase 2B*	\$ 679,525.00	\$ 661,664.50	\$ 17,862.50	\$ 180,429.00	\$ 232,386.30	\$ 28,942.90	\$ 859,954.00	\$ 894,048.80	\$ 48,005.40
Phase 2C**									
Phase 2D*	\$ 274,099.00	\$ 249,827.00	\$ 24,272.00	\$ 388,232.00	\$ 349,438.80	\$ 38,793.20	\$ 662,331.00	\$ 599,265.80	\$ 63,065.20
Phase 2	\$ 996,090.00	\$ 926,481.00	\$ 69,609.00	\$ 989,907.00	\$ 869,946.50	\$ 99,960.50	\$ 1,985,997.00	\$ 1,517,397.30	\$ 468,599.70
Total Contract	\$ 1,365,090.00			Total Contract	\$ 2,000,405.50		Total Contract	\$ 3,177,000.50	
Billed to Date***	\$ 1,365,040.43			Billed to Date***	\$ 1,999,853.50		Billed to Date***	\$ 3,158,944.93	
Remaining Balance	\$ 49.57			Remaining Balance	\$ 20,000.00		Remaining Balance	\$ 20,000.57	

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

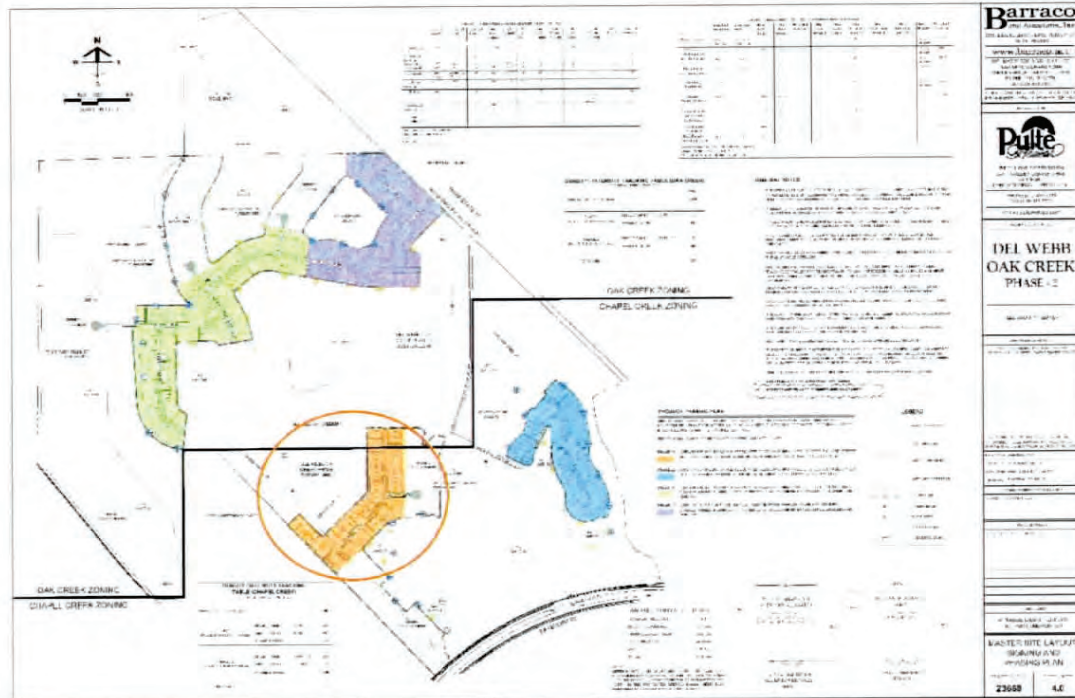
\*\* Phase 2C has not and will not be conveyed to the CDD at this time and is therefore excluded from this acquisition, however these amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

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



# EXHIBIT B

## PHASING PLAN





**AFFIDAVIT REGARDING COSTS PAID**

STATE OF Florida  
COUNTY OF Lee

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

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

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

[CONTINUED ON NEXT PAGE]

Executed this 9 day of September, 2024.

**PULTE HOME COMPANY, LLC**, a Michigan  
limited liability company

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

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 9 day of September, 2024, by Naomi Robertson, as Vice  
President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, and  
who has personally appeared before me and is personally known to me.

(NOTARY SEAL)



Michelle Krizen  
Notary Public Signature

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

**Exhibit A:** Description of Improvements and/or Work Product



# EXHIBIT A

## DESCRIPTION OF IMPROVEMENTS

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

Total for all of the foregoing:

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A	\$ 242,435.00	\$ 218,391.50	\$ 24,043.50	\$ 321,246.00	\$ 286,121.40	\$ 35,124.60	\$ 563,681.00	\$ 504,512.90	\$ 59,168.10
Phase 2B*	\$ 179,625.00	\$ 161,662.50	\$ 17,962.50	\$ 286,439.00	\$ 252,386.30	\$ 34,052.70	\$ 466,064.00	\$ 414,048.80	\$ 52,015.20
Phase 2C**									
Phase 2D*	\$ 27,4030.00	\$ 248,097.00	\$ 27,403.00	\$ 358,232.00	\$ 319,408.80	\$ 38,823.20	\$ 642,262.00	\$ 567,505.80	\$ 74,756.20
Phase 2	\$ 696,090.00	\$ 626,481.00	\$ 69,609.00	\$ 965,907.00	\$ 845,916.50	\$ 120,990.50	\$ 1,658,997.00	\$ 1,517,397.30	\$ 141,599.70
Total Contract	\$ 1,385,050.00			Total Contract	\$ 1,601,852.50		Total Contract	\$ 3,477,002.50	
Billed to Date***	\$ 1,385,049.43			Billed to Date***	\$ 1,496,851.50		Billed to Date***	\$ 3,436,994.93	
Remaining Balance	\$ 9.57			Remaining Balance	\$ 20,000.00		Remaining Balance	\$ 20,007.57	

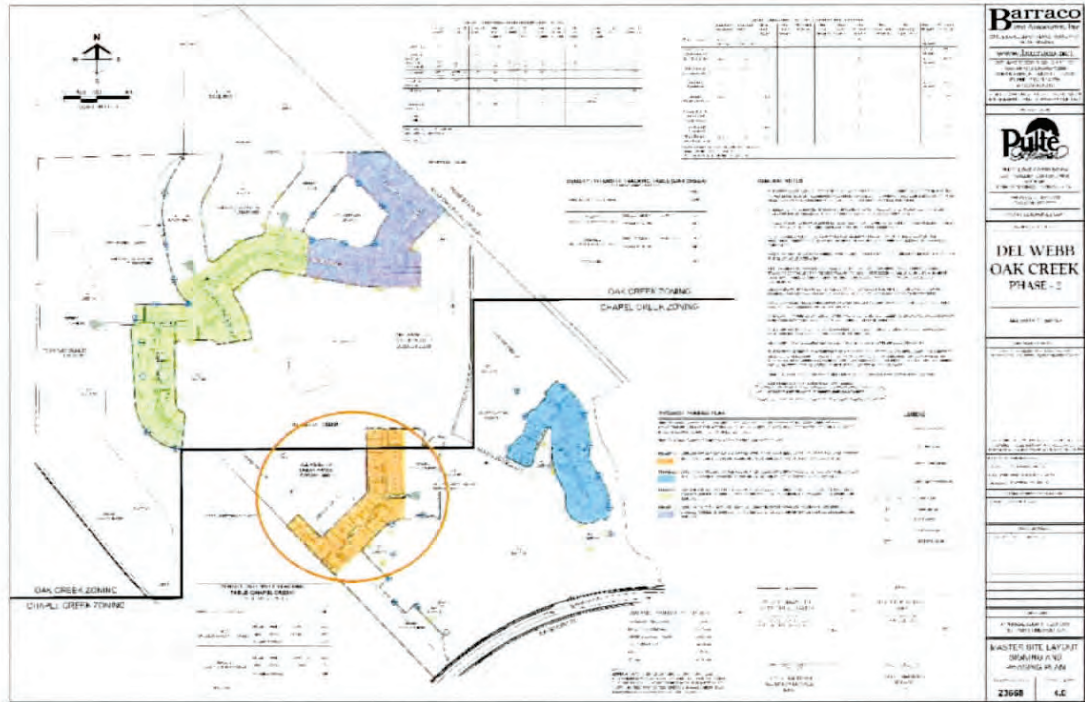
\* Phases 2B and 2D have been previously conveyed to the CDD (less remaining owed for retainage) and are therefore excluded from this acquisition, however these amounts are represented in the Total Contract, Billed to Date, and Remaining Balance

\*\* Phase 2C has not and will not be conveyed to the CDD at this time and is therefore excluded from this acquisition, however these amounts are represented in the Total Contract, Billed to Date, and Remaining Balance

\*\*\* Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 01, and does not account for retainage currently withheld.

**EXHIBIT B**

**PHASING PLAN**



**CERTIFICATE OF DISTRICT ENGINEER  
RELATING TO DEL WEBB OAK CREEK SERIES 2023 PROJECT  
ACQUISITION 3**

\_\_\_\_\_, 2024

Board of Supervisors  
Del Webb Oak Creek Community Development District

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

Ladies and Gentlemen:

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

1. I have reviewed certain documentation relating to the Work Product and Improvements, including but not limited to, the forms of agreement, plans, invoices, and other documents.
2. The Work Product and Improvements are within the scope of the Del Webb Oak Creek Series 2023 Project as set forth in the *Engineer's Report*, dated July 11, 2022, prepared by the District Engineer ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The total costs, excluding retainage, associated with the Work Product and Improvements are **\$507,312.90**. Such costs are equal to or less than each of the following: (i) what was actually paid by Pulte Home Company, LLC, to create and/or construct the Work Product and Improvements, and (ii) the reasonable fair market value of the Work Product and Improvements.
4. All known plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District and/or District Staff, and, as applicable, have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product and Improvements.

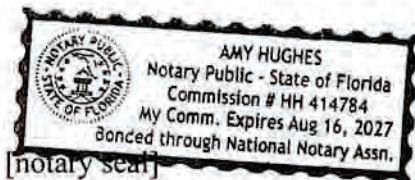
Under penalties of perjury, I declare that I have read the foregoing certificate and to the best of my knowledge, information, and belief, the facts stated in it are true.

**BARRACO AND ASSOCIATES, INC.**

By: Carl A. Barraco 8-9-24  
Carl A. Barraco, P.E.

STATE OF FL  
COUNTY OF Lee

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of Aug, 2024, by Carl A. Barraco, of Barraco and Associates, Inc., a Florida corporation, on behalf of the company.



Amy Hughes  
(Official Notary Signature & Seal)  
Name: Amy Hughes  
Personally Known ☒  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**Exhibit A:** Description of Improvements and/or Work Product



## EXHIBIT A

### DESCRIPTION OF IMPROVEMENTS

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

Total for all of the foregoing:

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

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A	\$ 242,435.00	\$ 218,191.50	\$ 24,243.50	\$ 321,246.00	\$ 289,121.40	\$ 32,124.60	\$ 563,681.00	\$ 507,322.90	\$ 56,358.10
Phase 2B*	\$ 179,625.00	\$ 161,662.50	\$ 17,962.50	\$ 280,429.00	\$ 252,386.10	\$ 28,042.90	\$ 460,054.00	\$ 414,048.60	\$ 46,005.40
Phase 2C**									
Phase 2D*	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 596,035.80	\$ 66,226.20
Phase 2	\$ 696,090.00	\$ 626,481.00	\$ 69,609.00	\$ 989,907.00	\$ 890,916.30	\$ 98,990.70	\$ 1,685,997.00	\$ 1,517,397.30	\$ 168,599.70
Total Contract	\$ 1,165,050.00			Total Contract	\$ 2,011,951.50		Total Contract	\$ 3,177,001.50	
Billed to Date***	\$ 1,165,040.43			Billed to Date***	\$ 1,991,951.50		Billed to Date***	\$ 3,156,991.93	
Remaining Balance	\$ 9.57			Remaining Balance	\$ 20,000.00		Remaining Balance	\$ 20,009.57	

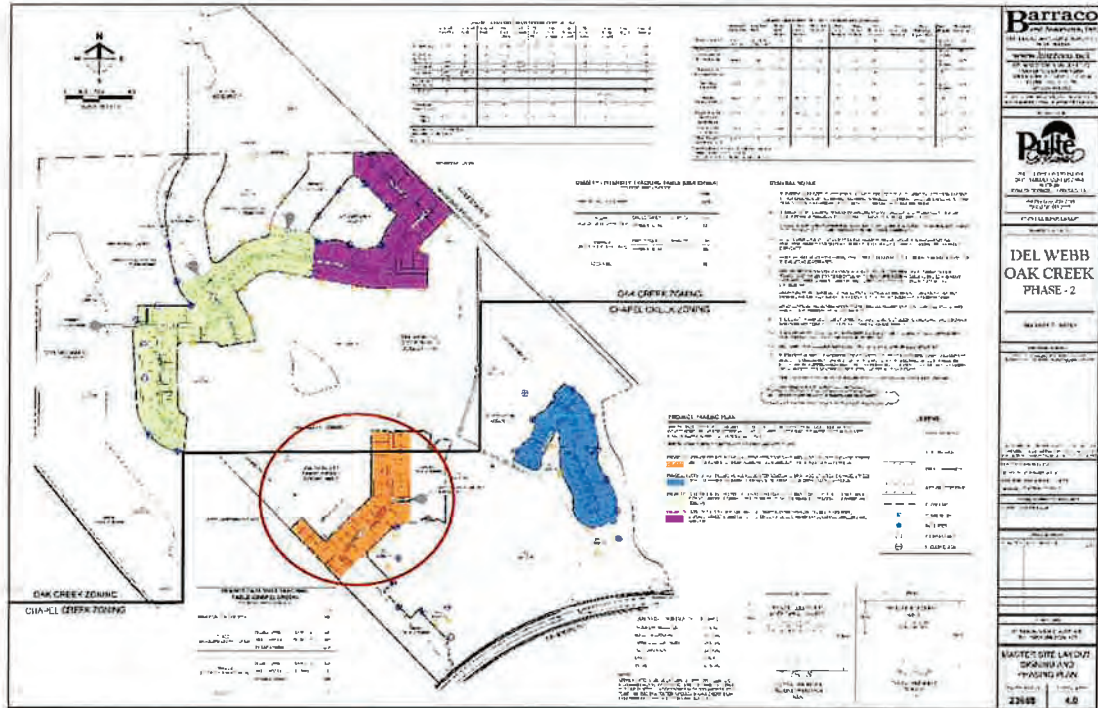
\* Phases 2B and 2D have been previously conveyed to the CDD (less remaining owed for retainage) and are therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

\*\* Phase 2C has not and will not be conveyed to the CDD at this time and is therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

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

# EXHIBIT B

## PHASING PLAN





## BILL OF SALE

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

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

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

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

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

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be delivered in its name this 9 day of September, 2024.

**SELLER:**

Signed, sealed and delivered  
in the presence of:

**PULTE HOME COMPANY, LLC,**  
a Michigan limited liability company

Laura A. Ray  
Print Name: LAURA A. RAY  
24311 Walden Center Dr. #300  
Bonita Springs, FL 34134

By: Naomi Robertson  
Naomi Robertson,  
Vice President of Finance

Kimberly Morton 24311 Walden Center dr ste 300  
Print Name: [Signature] Bonita Springs, FL. 34134

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 9 day of September, 2024, by Naomi Robertson, as Vice President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of said company, who is personally known to me.

(NOTARY SEAL)

Michelle Krizen  
Notary Public Signature



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

## Exhibit A

### Legal Description

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

**Total for all of the foregoing:**

Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
<b>\$242,435.00</b>	<b>\$218,191.50</b>	<b>\$24,243.50</b>

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

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

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A	\$ 242,435.00	\$ 218,191.50	\$ 24,243.50	\$ 321,246.00	\$ 289,121.40	\$ 32,124.60	\$ 563,681.00	\$ 507,312.90	\$ 56,368.10
Phase 2B*	\$ 879,825.00	\$ 860,862.50	\$ 17,962.50	\$ 280,429.00	\$ 252,386.80	\$ 28,042.20	\$ 1,160,254.00	\$ 1,113,249.40	\$ 47,004.60
Phase 2C**									
Phase 2D*	\$ 274,830.00	\$ 248,827.00	\$ 25,993.00	\$ 358,232.00	\$ 349,408.80	\$ 8,823.20	\$ 633,062.00	\$ 598,235.80	\$ 34,826.20
Phase 2	\$ 696,090.00	\$ 626,481.00	\$ 69,609.00	\$ 959,907.00	\$ 890,916.90	\$ 68,990.10	\$ 1,655,997.00	\$ 1,517,397.30	\$ 168,599.70

Total Contract	\$ 1,355,090.00
Billed to Date***	\$ 1,855,040.43
Remaining Balance	\$ 5,57

Total Contract	\$ 2,044,053.30
Billed to Date***	\$ 1,994,053.30
Remaining Balance	\$ 20,000.00

Total Contract	\$ 3,477,605.30
Billed to Date***	\$ 3,859,093.73
Remaining Balance	\$ 20,000.57

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

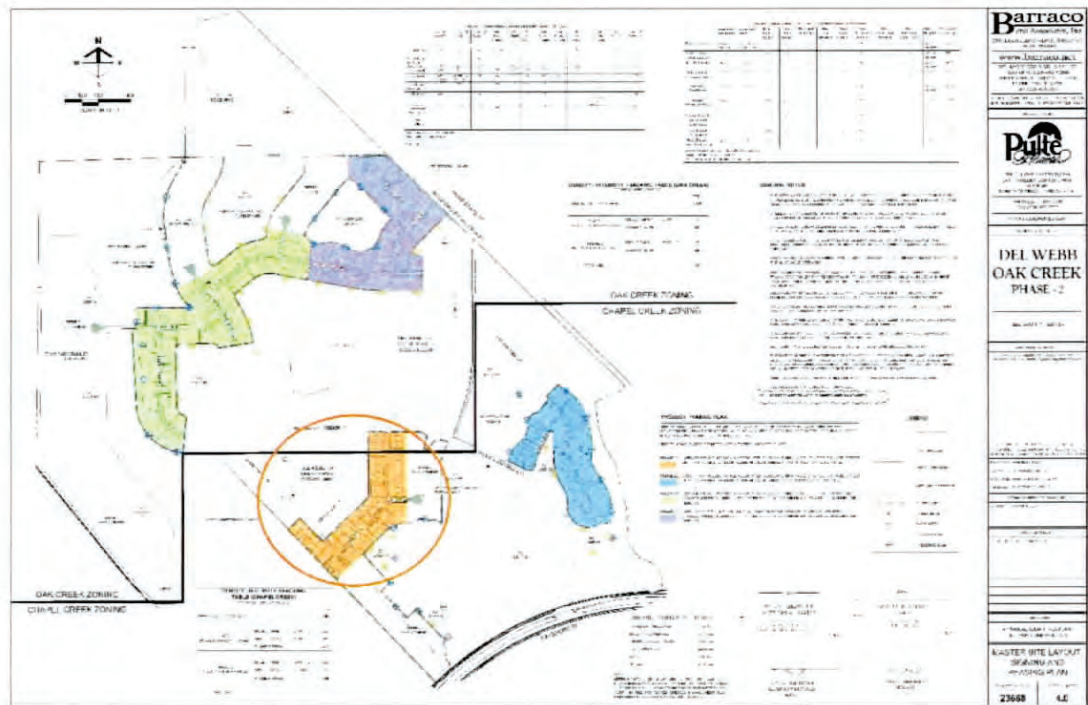
\*\* Phase 2C has not and will not be conveyed to the CDD at this time and is therefore excluded from this acquisition, however these amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

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



# EXHIBIT B

## PHASING PLAN



## BILL OF SALE

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

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

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

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

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

*[signature contained on following page]*

IN WITNESS WHEREOF, the Seller has caused this instrument to be delivered in its name this 9 day of September, 2024.

**SELLER:**

Signed, sealed and delivered  
in the presence of:

**PULTE HOME COMPANY, LLC,**  
a Michigan limited liability company

Laura A. Ray  
Print Name: LAURA A. RAY  
24311 Walden Center Dr #300  
Bonita Springs, FL 34134

By: Naomi Robertson  
Naomi Robertson,  
Vice President of Finance

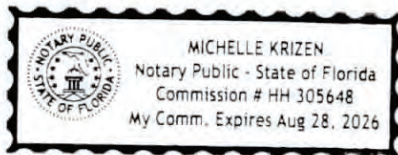
Kimberly Morison 24311 Walden Center Dr Ste 300  
Print Name: [Signature] Bonita Springs, FL. 34134

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of September, 2024, by Naomi Robertson, as Vice President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of said company, who is personally known to me.

(NOTARY SEAL)

Michelle Krizen  
Notary Public Signature



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



## Exhibit A

### Legal Description

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

#### Total for all of the foregoing:

Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
<b>\$321,246.00</b>	<b>\$289,121.40</b>	<b>\$32,124.60</b>

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

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

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A	\$ 242,435.00	\$ 218,191.50	\$ 24,243.50	\$ 321,246.00	\$ 289,121.40	\$ 32,124.60	\$ 563,681.00	\$ 507,312.90	\$ 56,368.10
Phase 2B*	\$ 179,625.00	\$ 161,662.50	\$ 17,962.50	\$ 280,420.00	\$ 252,385.00	\$ 28,035.00	\$ 460,045.00	\$ 414,047.50	\$ 45,997.50
Phase 2C**									
Phase 2D*	\$ 274,609.00	\$ 249,627.00	\$ 24,982.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,841.00	\$ 598,035.80	\$ 64,805.20
Phase 2	\$ 696,069.00	\$ 628,481.00	\$ 67,588.00	\$ 989,907.00	\$ 890,915.20	\$ 98,991.80	\$ 1,685,976.00	\$ 1,517,397.30	\$ 168,578.70
Total Contract	\$ 1,095,059.00			\$ 1,095,059.00			\$ 1,685,976.00		
Billed to Date***	\$ 1,095,059.43			\$ 1,095,051.34			\$ 1,517,397.30		
Remaining Balance	\$ 9.57			\$ 7.66			\$ 1,168,578.70		

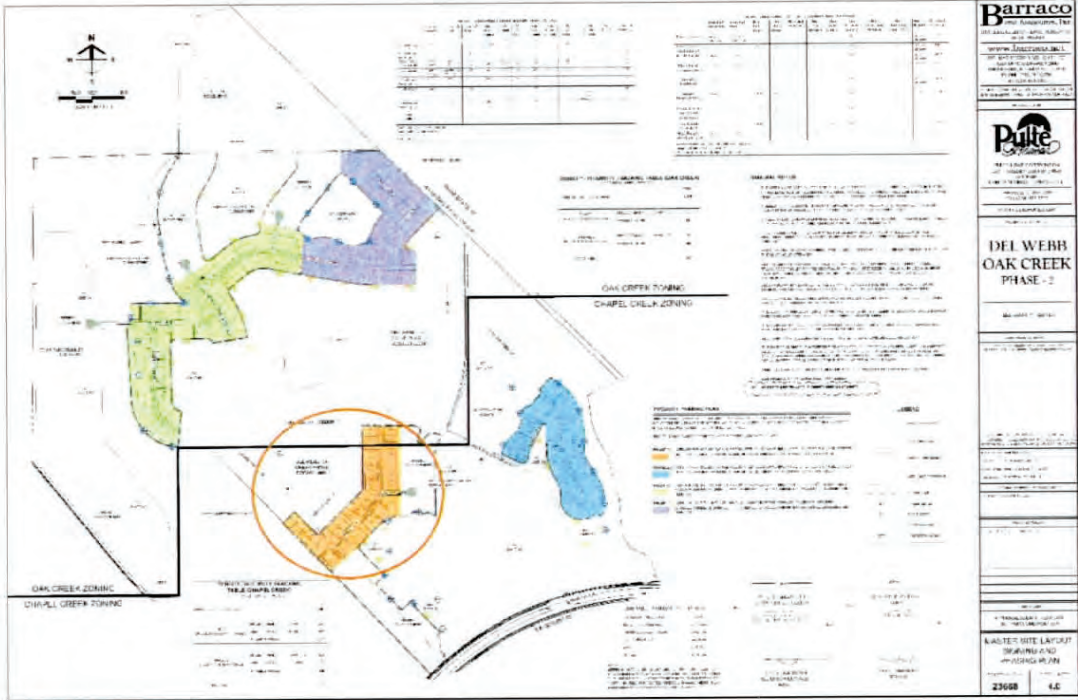
\* Phases 2B and 2D have been previously conveyed to the CDD (less remaining owed for retainage) and are therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

\*\* Phase 2C has not and will not be conveyed to the CDD at this time and is therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

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

**EXHIBIT B**

**PHASING PLAN**





## BILL OF SALE

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

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

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

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

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

*[signature contained on following page]*

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name  
this 9 day of September, 2024.

Signed, sealed and delivered  
in the presence of:

**DEL WEBB OAK CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Witnessed:

Laura A. Ray  
Print Name: LAURA A. RAY  
24311 Walden Center Dr. #300  
Bonita Springs, FL 34134  
Kimberly Morton  
Print Name: Kimberly Morton

Scott Brooks  
Print Name: Scott Brooks  
Title: Chairperson, Board of Supervisors  
24311 Walden Center Dr Ste 300  
Bonita Springs, FL 34134

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 9 day of September, 2024, by Scott Brooks, as  
Chairperson of **Del Webb Oak Creek Community Development District**, and who has  
personally appeared before me and is personally known to me.

(NOTARY SEAL)

Michelle Krizen  
Notary Public Signature



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

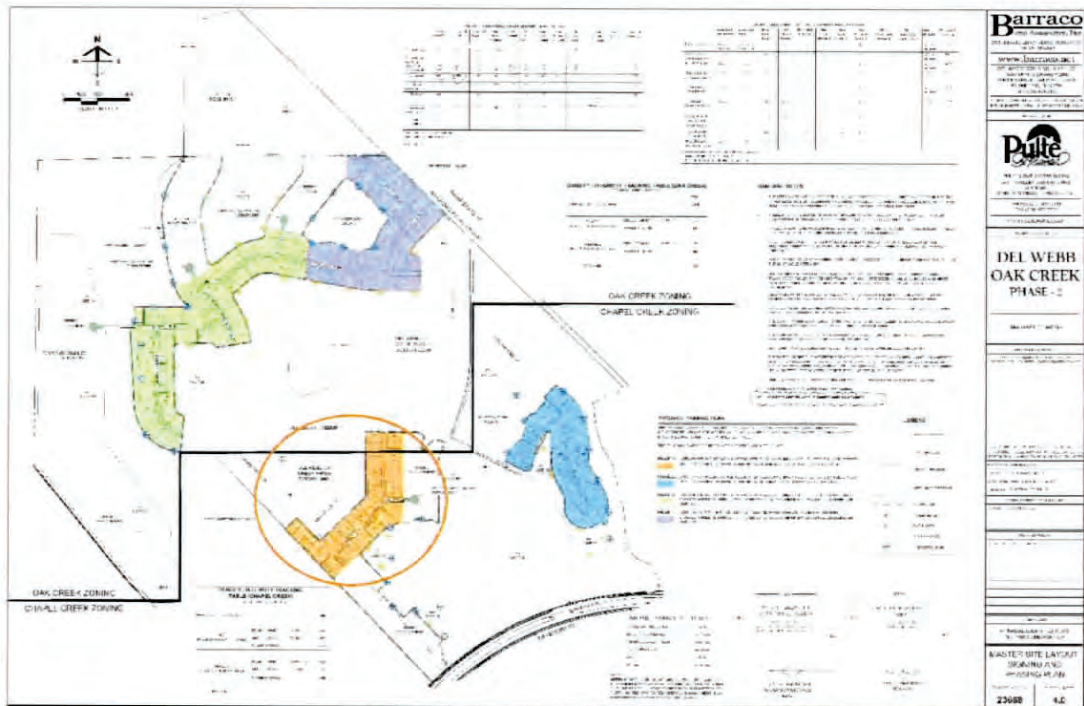
## **Exhibit A**

### **Legal Description**

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

**EXHIBIT B**

**PHASING PLAN**





**Return to:**

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

**BILL OF SALE**

**THE BILL OF SALE** evidencing the sale and conveyance of the wastewater utility facilities described herein is made this 9 day of September 2024, by the **DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District"), whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (hereinafter referred to as "Seller"), to the **FLORIDA GOVERNMENTAL UTILITY AUTHORITY**, a legal entity and public body created by interlocal agreement pursuant to section 163.01(7), *Florida Statutes*, with its Operations Offices located at 280 Wekiva Springs Road, Suite 2070, Longwood, Florida, 32779 (hereinafter referred to as "Buyer")

**WITNESSETH:**

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

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

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

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

Signed, sealed and delivered in the presence of:

SELLER: DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT



Scott Brooks, Chairperson, Board of Supervisors



Witness

Laura A. Ray

Print Name

24311 Walden Center Dr. #300  
Bonita Springs, FL 34134



Witness

Kimberly Morton

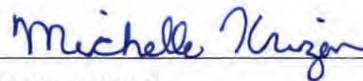
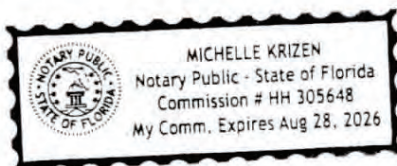
Print Name

24311 WALDENCENTER DR  
STE 300  
BONITA SPRINGS FL 34134

State of Florida

County of Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of September, 2024 by Scott Brooks, who is ☒ personally known to me or has ☐ produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

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

My Commission Expires: \_\_\_\_\_

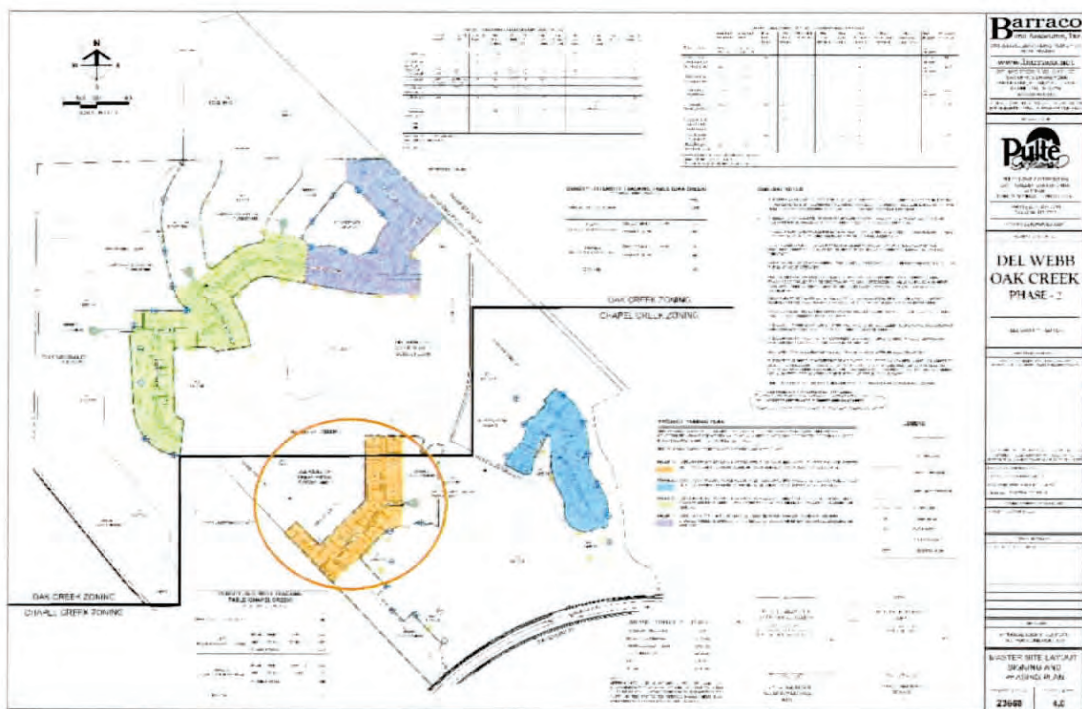
**Exhibit "A"**

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

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



## Phasing Plan





Florida Governmental Utility Authority  
List of Contributory Assets

Project Name: Del Webb Oak Creek 2A 23-057 NFMD

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

LIST OF MATERIALS (check one)

☐ WATER

☒ WASTEWATER

☐ RECLAIMED WATER

Item	Description	Unit	Quantity	Unit Price	Extended Price
1	8" SDR-26 Sanitary Sewer	LF	1,677	\$73.00	\$122,421.00
2	8" C-900 DR-18 Sanitary Sewer	LF	275	\$75.00	\$20,625.00
3	4' Manhole	EA	9	\$10,500.00	\$94,500.00
4	Single Sewer Service	EA	9	\$2,250.00	\$20,250.00
5	Double Sewer Service	EA	27	\$2,350.00	\$63,450.00
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
<b>TOTAL</b>					<b>\$321,246.00</b>

Project Name: Del Webb Oak Creek 2A 23-057 NFMD

ATTORNEY'S AFFIDAVIT

STATE OF Florida

COUNTY OF Leon

ON THIS 20<sup>th</sup> day of September, 2024, before me personally appeared Alyssa C. Willson, a licensed attorney authorized to practice in the State of Florida and a Partner with Kutak Rock LLP, which serves by contract as general counsel to the Del Webb Oak Creek Community Development District, to me personally known, whose current business address and telephone number is **Kutak Rock LLP, 107 West College Avenue, Tallahassee, Florida 32301 Ph: (850) 692-7300** (hereinafter "Affiant"), who, being duly sworn on her oath, does say:

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

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

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

Further Affiant sayeth naught.

Alyssa Willson  
(Signature)

Alyssa Willson  
(Print Name)

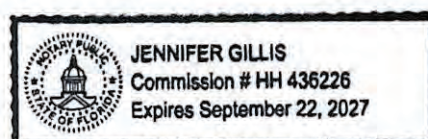
State of Florida

County of Leon

Sworn and subscribed before me this 20 day of September, 2024, by Alyssa C. Willson who is personally known to me and who did take an oath.



Jennifer Gillis  
Name typed: Jennifer Gillis  
Notary Public Commission HH 436226  
My Commission Expires: 9/22/2027

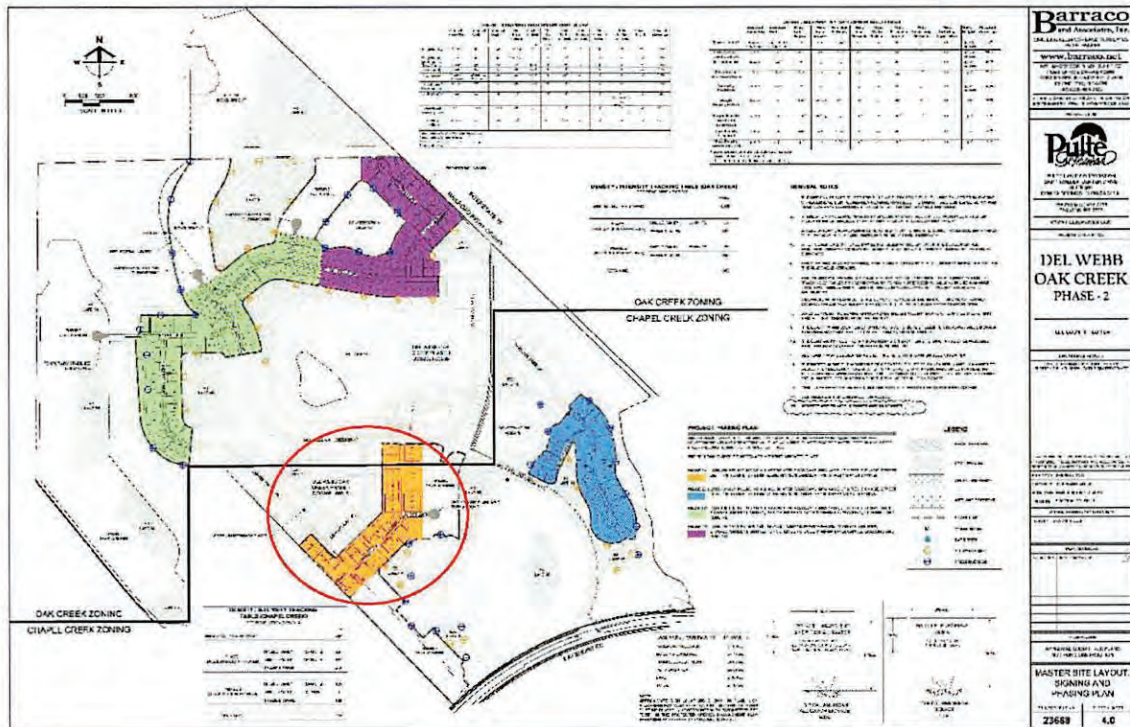


**EXHIBIT A**

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



## Phasing Plan



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

**A. OWNER'S AFFIDAVIT**

ON THIS 9 day of September, 2024, before me personally appeared Scott Brooks, Chairperson of the Board of Supervisors of Del Webb Oak Creek Community Development District (hereinafter referred to as the "Owner") to me personally known, whose current business address and telephone number is 2501A Burns Road, Palm Beach Gardens, Florida 33410; phone (561) 630-4922 (hereinafter "Affiant"), who, being duly sworn on [his or her] oath, does say:

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

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

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

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

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

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

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

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

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

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



Owner's Legal name is: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

or: \_\_\_\_\_ (Initial)

(TIN or SSN for individuals)

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

\_\_\_\_\_ Principal Residence

\_\_\_\_\_ Other Real Estate

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

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

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

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

**C. SECTION 286.23 REPRESENTATIVE CAPACITY DISCLOSURE**

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

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

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

[Remainder of page intentionally left blank.]

Further Affiant sayeth naught.

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

Dated this 9 day of September, 2024.

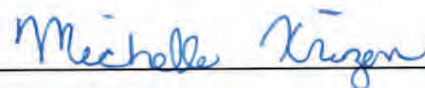
  
\_\_\_\_\_  
Signature

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

State of Florida  
County of Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization, this 9 day of September, 2024. by Scott  
Brooks, who is ☒ personally known to me or has ☐ produced \_\_\_\_\_  
as identification.



  
\_\_\_\_\_  
NOTARY PUBLIC

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

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

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

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

#### Attachment A

#### Phasing Plan

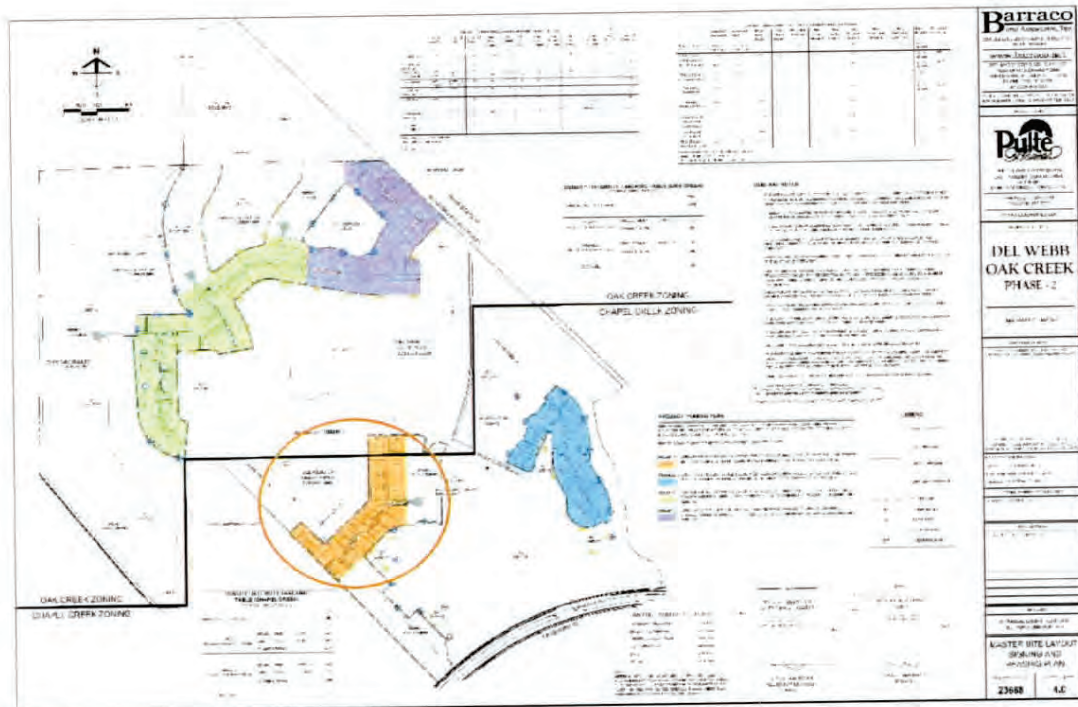


EXHIBIT B

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

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

NOT REQUIRED




## OWNER'S RELEASE OF LIEN

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

Del Webb Oak Creek 2A 23-057 NFMD  
Project Name and FGUA Project Number

Dated this 9 day of September, 2024.

  
Signature

Scott Brooks  
Printed Name

Chairperson, Board of Supervisors  
Title

State of Florida  
County of Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of September, 2024 by Scott Brooks, who is ☒ personally known to me or has ☐ produced \_\_\_\_\_ as identification.



Michelle Krizan  
NOTARY PUBLIC  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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



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

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

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

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

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

a) The undersigned waives and releases the land and buildings comprising the Project, and the Owner, from all liens and claims, including mechanics' liens, for all work performed and materials supplied to the Project to the date specified in Item 5 above;

b) Upon receipt of the requested amount specified in Item 4 above, the undersigned waives and releases the land and buildings comprising the Project, and the Owner, from all claims and liens including liens for labor and materials, with respect to payment for any and all labor performed and/or materials supplied in connection with the Project to and including the Request Date;

c) The undersigned hereby warrants and represents that all of the undersigned's subcontractors and material suppliers with respect to said work are paid in full, and the undersigned will indemnify the Owner against all loss, liability and expense which the Owner may suffer or incur as a result of any claims or liens against the Owner, the Project or the land and buildings comprising the Project by the undersigned and any subcontractor or material supplied, or any other person claiming by, under or through the undersigned; and,

d) The undersigned's obligations under the preceding two paragraphs shall inure to the benefit of the Owner, the Owner's mortgagee(s) who hold or may hold a lien on the Project property and to each insurance company who shall have any liability with respect to any title insurance policy on the Project property.

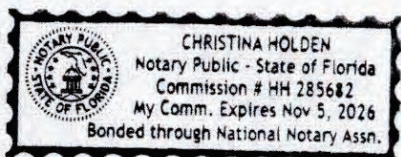
EXECUTED this 11 day of September, 2024

Subcontractor: Gulf Coast Underground, Inc.

By: [Signature]

Its: Project Manager

Notary Seal



## BILL OF SALE

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

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

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

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

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

*[signature contained on following page]*



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

**SELLER:**

Signed, sealed and delivered  
in the presence of:

**PULTE HOME COMPANY, LLC,**  
a Michigan limited liability company

[Signature]  
Print Name: Mr. GUTIERRE

By: Naomi Robertson  
Naomi Robertson,  
Vice President of Finance

[Signature]  
Print Name: SCOTT Brooks

STATE OF Florida  
COUNTY OF Lee

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

(NOTARY SEAL)

Michelle Krizen  
Notary Public Signature



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

## Exhibit A

### Legal Description

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

**Total for all of the foregoing:**

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

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

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

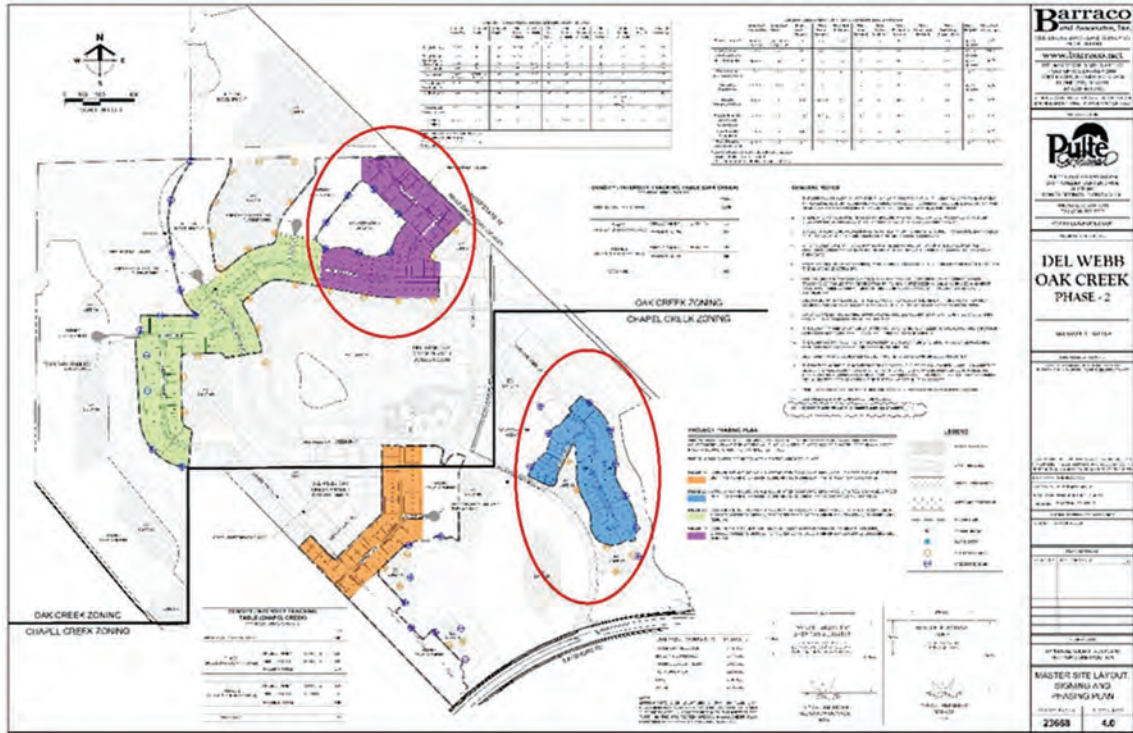
	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A*									
Phase 2B	\$ 179,625.00	\$ 161,562.50	\$ 17,962.50	\$ 280,429.00	\$ 252,386.80	\$ 28,042.20	\$ 460,054.00	\$ 413,949.30	\$ 46,104.70
Phase 2C*									
Phase 2D	\$ 274,030.00	\$ 246,727.00	\$ 27,303.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 596,033.80	\$ 66,228.20
<b>Phase 2</b>	<b>\$ 453,655.00</b>	<b>\$ 408,289.50</b>	<b>\$ 45,365.50</b>	<b>\$ 668,661.00</b>	<b>\$ 601,794.90</b>	<b>\$ 66,866.10</b>	<b>\$ 1,122,316.00</b>	<b>\$ 1,010,084.40</b>	<b>\$ 112,231.60</b>
Total Contract	\$ 1,065,050.00			Total Contract	\$ 2,011,934.50		Total Contract	\$ 3,477,000.50	
Billed to Date**	\$ 855,116.90			Billed to Date**	\$ 1,695,308.75		Billed to Date**	\$ 2,530,425.65	
Remaining Balance	\$ 309,933.10			Remaining Balance	\$ 316,625.75		Remaining Balance	\$ 946,574.85	

\* Phases 2A and 2C are not being conveyed at this time and are therefore excluded from this analysis, however these amounts are represented in the Total Contract, Billed to Date, and Remaining Balance

\*\* Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 8



# EXHIBIT B PHASING PLAN



## BILL OF SALE

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

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

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

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

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

*[signature contained on following page]*

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

**SELLER:**

Signed, sealed and delivered  
in the presence of:

**PULTE HOME COMPANY, LLC,**  
a Michigan limited liability company

[Signature]  
Print Name: PT GUTIERREZ

By: Naomi Robertson  
Naomi Robertson,  
Vice President of Finance

[Signature]  
Print Name: SCOTT BROOKS

STATE OF Florida  
COUNTY OF Lee

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

(NOTARY SEAL)

Michelle Krizen  
Notary Public Signature



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

## Exhibit A

### Legal Description

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

**Total for all of the foregoing:**

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

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

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

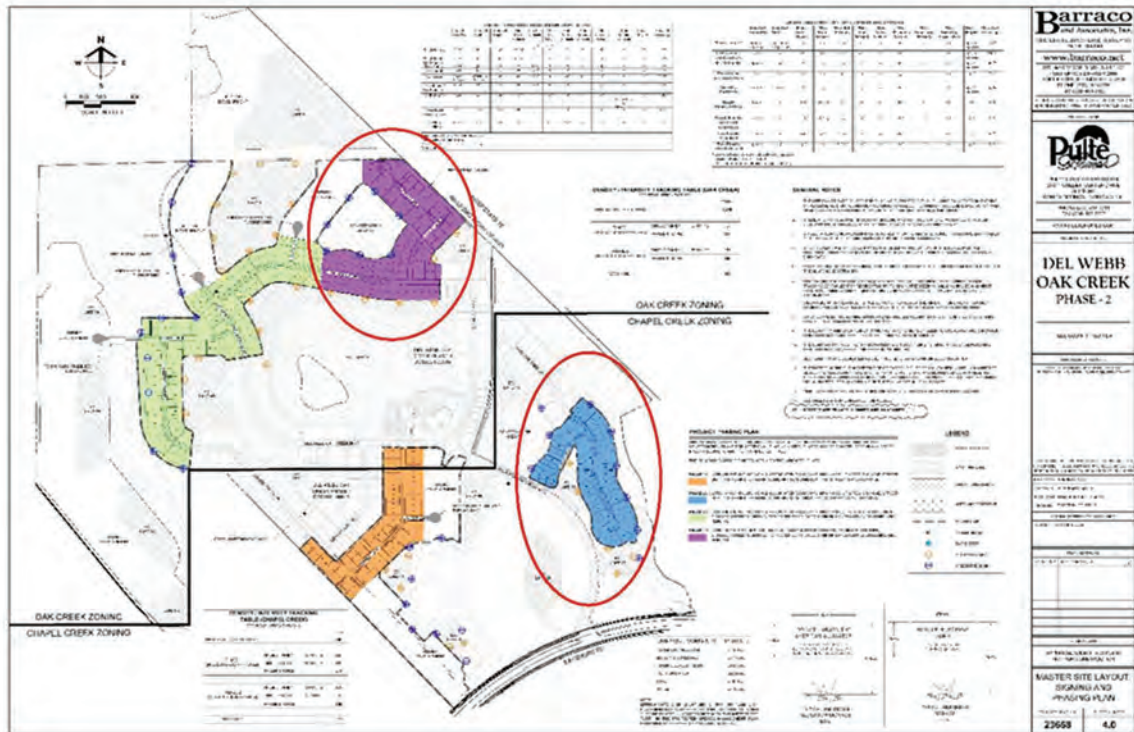
	Potable Water			Wastewater			Combined			
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	
Phase 2A*										
Phase 2B	\$ 179,625.00	\$ 161,662.50	\$ 17,962.50	\$ 280,429.00	\$ 252,386.10	\$ 28,042.90	\$ 460,054.00	\$ 414,048.60	\$ 46,005.40	
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Phase 2D	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 596,035.80	\$ 66,226.20	
Phase 2	\$ 453,655.00	\$ 408,289.50	\$ 45,365.50	\$ 668,661.00	\$ 601,794.90	\$ 66,866.10	\$ 1,122,316.00	\$ 1,010,084.40	\$ 112,231.60	
Total Contract	\$ 1,165,050.00			Total Contract	\$ 2,014,954.50			Total Contract	\$ 3,177,004.50	
Billed to Date**	\$ 855,116.90			Billed to Date**	\$ 1,695,308.75			Billed to Date**	\$ 2,550,425.65	
Remaining Balance	\$ 309,933.10			Remaining Balance	\$ 316,647.75			Remaining Balance	\$ 626,578.85	

\* Phases 2A and 2C are not being conveyed at this time and are therefore excluded from this analysis, however these amounts are represented in the Total Contract, Billed to Date, and Remaining Balance  
 \*\* Billed to date is based on Gulf Coast Underground Job No. 202308, P30 Application 8



**EXHIBIT B**

**PHASING PLAN**





## BILL OF SALE

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

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

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

*[signature contained on following page]*

IN WITNESS WHEREOF, the Seller has caused this instrument to be delivered in its name this 18 day of December, 2024.

**SELLER:**

Signed, sealed and delivered  
in the presence of:

**PULTE HOME COMPANY, LLC,**  
a Michigan limited liability company

Laura A. Ray  
Print Name: LAURA A. Ray  
24311 Walden Center Dr. #300  
Bonita Springs, FL 34134

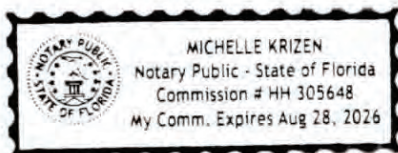
By: Naomi Robertson  
Naomi Robertson,  
Vice President of Finance

Kimberly Morton  
Print Name: Kimberly Morton  
24311 Walden Center Dr #300  
Bonita Springs FL 34134  
STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of December, 2024, by Naomi Robertson, as Vice President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of said company, who is personally known to me.

(NOTARY SEAL)

Michelle Krizen  
Notary Public Signature



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

## Exhibit A

### Legal Description

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

**Total for all of the foregoing:**

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

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

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

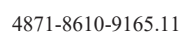
	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld) <sup>***</sup>	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld) <sup>***</sup>	Remaining Owed (retainage only)
Phase 2A*	\$ 342,435.00	\$ 318,191.50	\$ 24,243.50	\$ 321,246.00	\$ 289,121.40	\$ 32,124.60	\$ 663,681.00	\$ 607,312.90	\$ 56,368.10
Phase 2B*	\$ 179,615.00	\$ 161,660.50	\$ 17,954.50	\$ 380,429.00	\$ 352,386.10	\$ 28,042.90	\$ 460,054.00	\$ 414,048.60	\$ 46,005.40
Phase 2C (less lift station)	\$ 468,960.00	\$ 422,064.00	\$ 46,896.00	\$ 772,044.50	\$ 694,840.05	\$ 77,204.45	\$ 1,241,004.50	\$ 1,116,094.05	\$ 124,910.45
Phase 3C (lift station only)	\$ -	\$ -	\$ -	\$ 230,000.00	\$ -	\$ 230,000.00	\$ 230,000.00	\$ -	\$ 230,000.00
Phase 2D**	\$ 271,030.00	\$ 248,627.00	\$ 22,403.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 598,035.80	\$ 64,226.20
Phase 2	\$ 1,165,030.00	\$ 1,048,545.00	\$ 116,505.00	\$ 1,991,951.50	\$ 1,585,756.35	\$ 406,195.15	\$ 3,157,001.50	\$ 2,634,301.35	\$ 522,700.15
Total Contract	\$ 1,165,030.00			Total Contract	\$ 2,011,951.50		Total Contract	\$ 3,177,001.50	
Billed to Date <sup>***</sup>	\$ 1,165,030.00			Billed to Date <sup>***</sup>	\$ 1,991,951.50		Billed to Date <sup>***</sup>	\$ 3,157,001.50	
Remaining Balance	\$ -			Remaining Balance	\$ 20,000.00		Remaining Balance	\$ 20,000.00	

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

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

\*\*\* Remaining costs include Phase 2 retainage and Phase 2C lift station, excluded from Phase 2C acquisition package and to be acquired via separate acquisition.

## PHASING PLAN





## BILL OF SALE

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

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

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

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

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

*[signature contained on following page]*



IN WITNESS WHEREOF, the Seller has caused this instrument to be delivered in its name this 18 day of December, 2024.

**SELLER:**

Signed, sealed and delivered  
in the presence of:

**PULTE HOME COMPANY, LLC,**  
a Michigan limited liability company

Laura A. Ray  
Print Name: Laura A. Ray  
24311 Walden Center Dr. #300  
Bonita Springs, FL 34134

By: Naomi Robertson  
Naomi Robertson,  
Vice President of Finance

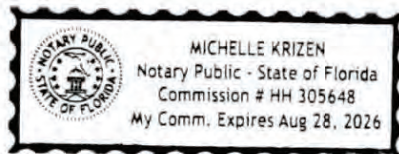
Kim Beverly Morten  
Print Name: Kim Beverly Morten  
24311 Walden Center Dr #300  
Bonita Springs FL 34134

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of December, 2024, by Naomi Robertson, as Vice President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of said company, who is personally known to me.

(NOTARY SEAL)

Michelle Krizen  
Notary Public Signature



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

## Exhibit A

### Legal Description

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

**Total for all of the foregoing:**

Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
<b>\$772,044.50</b>	<b>\$694,840.05</b>	<b>\$77,204.45</b>

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

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

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld) <sup>***</sup>	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld) <sup>***</sup>	Remaining Owed (retainage only)
Phase 2A*	\$ 242,435.00	\$ 218,191.50	\$ 24,243.50	\$ 321,246.00	\$ 289,121.40	\$ 32,124.60	\$ 563,681.00	\$ 507,312.90	\$ 56,368.10
Phase 2B*	\$ 179,625.00	\$ 161,662.50	\$ 17,962.50	\$ 280,429.00	\$ 252,886.10	\$ 27,542.90	\$ 460,054.00	\$ 414,048.60	\$ 46,005.40
<b>Phase 2C (less lift station)</b>	<b>\$ 468,960.00</b>	<b>\$ 422,064.00</b>	<b>\$ 46,896.00</b>	<b>\$ 772,044.50</b>	<b>\$ 694,840.05</b>	<b>\$ 77,204.45</b>	<b>\$ 1,241,004.50</b>	<b>\$ 1,116,904.05</b>	<b>\$ 124,100.45</b>
Phase 2C (lift station only)	\$ -	\$ -	\$ -	\$ 230,000.00	\$ -	\$ 230,000.00	\$ 230,000.00	\$ -	\$ 230,000.00
Phase 2D*	\$ 274,030.00	\$ 246,697.00	\$ 27,403.00	\$ 388,239.00	\$ 349,408.80	\$ 38,830.20	\$ 662,269.00	\$ 596,035.80	\$ 66,233.20
<b>Phase 2</b>	<b>\$ 1,165,050.00</b>	<b>\$ 1,048,545.00</b>	<b>\$ 116,505.00</b>	<b>\$ 1,991,951.50</b>	<b>\$ 1,585,756.35</b>	<b>\$ 406,195.15</b>	<b>\$ 3,457,001.50</b>	<b>\$ 2,634,301.35</b>	<b>\$ 822,700.15</b>

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

Total Contract	\$ 2,014,951.50
Billed to Date**	\$ 1,991,951.50
Remaining Balance	\$ 23,000.00

Total Contract	\$ 3,477,001.50
Billed to Date**	\$ 3,457,001.50
Remaining Balance	\$ 20,000.00

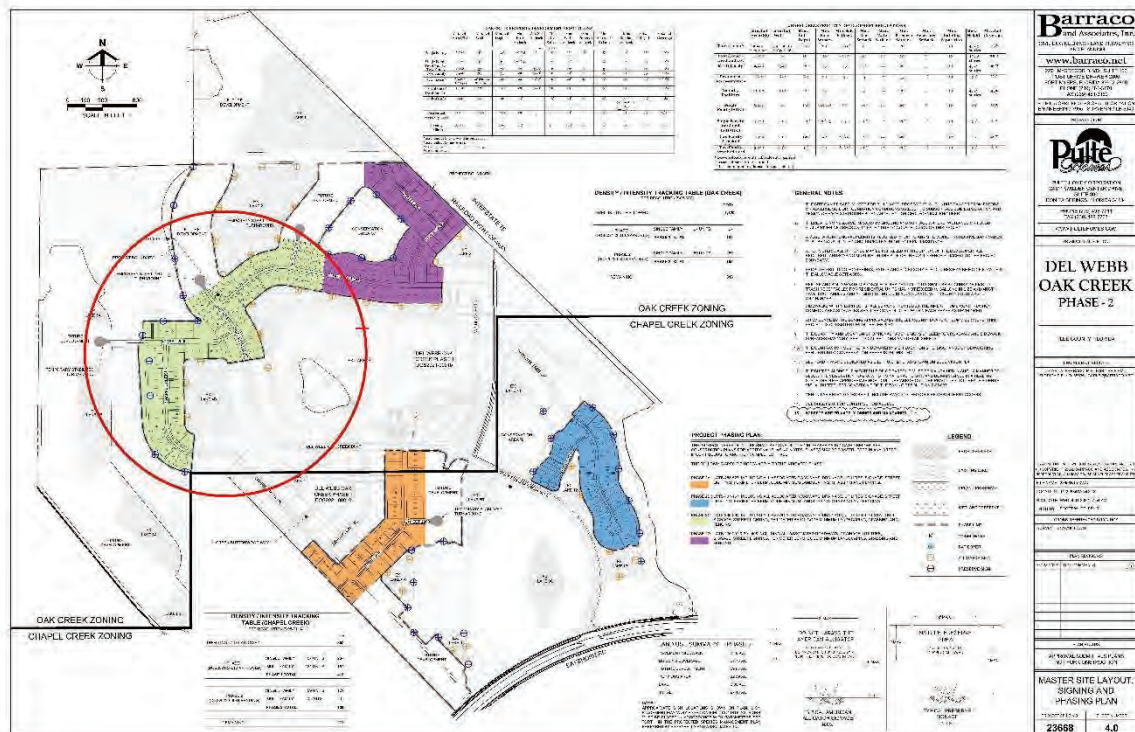
\* Phases 2A, 2B and 2D have been previously conveyed to the CDD (less remaining owed for retainage) and are therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

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

\*\*\* Remaining costs include Phase 2 retainage and Phase 2C lift station, excluded from Phase 2C acquisition package and to be acquired via separate acquisition.

**EXHIBIT B**

**PHASING PLAN**





## BILL OF SALE

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

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

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

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

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

*[signature contained on following page]*

IN WITNESS WHEREOF, the Seller has caused this instrument to be delivered in its name this 10 day of February, 2025.

**SELLER:**

Signed, sealed and delivered  
in the presence of:

**PULTE HOME COMPANY, LLC,**  
a Michigan limited liability company

Laura A. Ray  
Print Name: LAURA A. RAY

By: Naomi Robertson  
Naomi Robertson,  
Vice President of Finance

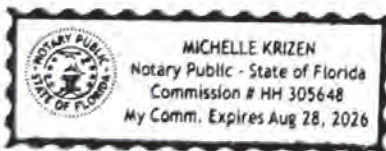
Jacqueline Kramer  
Print Name: Jacqueline Kramer

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of February, 2025, by Naomi Robertson, as Vice President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of said company, who is personally known to me.

(NOTARY SEAL)

Michelle Krizen  
Notary Public Signature



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



**Exhibit A**

**Legal Description**

**EXHIBIT A  
DESCRIPTION OF IMPROVEMENTS**

All wastewater lines, and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, related work product, equipment and appurtenances thereto, which comprise the lift station located within or upon such certain areas designated as Tract "U" described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

**Total for all of the foregoing:**

Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage for lift station only)
<b>\$250,000.00</b>	<b>\$225,000</b>	<b>\$25,000.00</b>

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

## **LAKE BANK REPORT**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**