

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

March 10, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Stillwater Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

March 3, 2022

Board of Supervisors
Stillwater Community Development District

Dear Board Members:

The Board of Supervisors of the Stillwater Community Development District will hold a Regular Meeting on March 10, 2022, at 10:30 a.m., at the Matthews Design Group, 7 Waldo Street, St. Augustine, Florida 32084. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2022-02, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
4. Ratification of Vesta Property Services, Inc., Field Operations Agreement
5. Ratification of Florida ULS Operating, LLC D/B/A United Land Services, Agreement for the Provision of Landscape and Irrigation Maintenance Services
6. Ratification of SOLitude Lake Management, LLC, Agreement for Aquatic Management Services
7. Consideration of Resolution 2022-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for the Remainder of Fiscal Year 2021/2022 and Providing for an Effective Date
8. Ratification of Matthews Design Group, Inc., Wastewater and Stormwater Needs Analysis Proposal
9. Ratification of Requisitions
 - A. No. 9: WCI Communities, LLC [\$116,538.80]
 - B. No. 10: WCI Communities, LLC [\$1,772,790.11]
 - C. No. 11: WCI Communities, LLC [\$3,290,680.92]

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

PLEASE NOTE TIME AND LOCATION

- D. No. 12: Hopping Green & Sams [\$251.50]
- E. No. 13: Hopping Green & Sams [\$2,414.00]
- 10. Ratification of Kutak Rock LLP Retention and Fee Agreement
- 11. Approval of Unaudited Financial Statements as of January 31, 2022
- 12. Approval of November 11, 2021 Regular Meeting Minutes
- 13. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Matthews Design Group*
 - C. Field Operations Manager: *Vesta Property Services, Inc.*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: April 14, 2022 at 10:30 A.M.

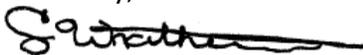
- QUORUM CHECK

Zenzi Rogers	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Bob Deahl	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Chris James Mayo	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Michael Della Penta	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Kyler von der Osten	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

- 14. Supervisors' Comments/Requests
- 15. Public Comments
- 16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 943 865 3730

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Stillwater Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (the "Board") accordingly finds that it is in the best interests of the District to establish by resolution the *Prompt Payment Policies and Procedures* attached hereto as **Exhibit A ("Policies")**, as may be amended or updated from time to time for immediate use and application.

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

SECTION 1. The Policies, attached hereto as **Exhibit A**, are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Policies shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Policies shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS ___ day of _____, 2022.

ATTEST:

**STILLWATER COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, Florida Statutes**

March 10, 2022

Stillwater Community Development District Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) (“PPA”), the purpose of the Stillwater Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8018221716C-3. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 561-571-0010, email wraithllc@whhassociates.com, Fax 561-571-0013).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address

3. Invoice Date
4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or

via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

Stillwater CDD
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

2. Email Address

StillwaterCDD@DistrictAP.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped

unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written

statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final

decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, § 218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§ 218.78, Fla. Stat.).

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

4

FIELD OPERATIONS AGREEMENT

THIS FIELD OPERATIONS AGREEMENT ("Agreement") is made and entered into this 25th day of January 2022, by and between:

STILLWATER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

VESTA PROPERTY SERVICES, INC., a Florida limited liability company, whose mailing address is 200 Business Park Circle, Suite 101, St. Augustine, Florida 32095 ("**Manager**," and together with the District, "**Parties**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* ("**Act**"); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure ("**Improvements**") located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. MANAGER'S OBLIGATION.

A. *Specific Duties.* Manager shall perform the specific duties described on the document attached hereto as **Exhibit A** and incorporated herein by reference.

B. *General Duties.* Manager also shall be responsible for the management and oversight of District vendors for the District Property in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance under the District's direction. (That said, and as a point of clarification, Manager shall not have authority to execute contracts and/or change orders on behalf of the District.) Manager is responsible for the overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work. Manager shall report directly to the District Manager and the Board of Supervisors. Manager shall attend monthly Board Meetings when requested by the District Manager or Board of Supervisors.

C. *Inspection.* Manager shall conduct regular inspections of all District property and report any irregularities to the District Manager, or its designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.

D. *Investigation and Report of Accidents/Claims.* Manager shall promptly notify the District Manager as to all accidents or claims for damage relating to the management of the District's contractors and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property. Manager shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Manager shall not file any claims with the District's insurance company without the prior consent of the District Manager or its designee.

E. *Compliance with Government Rules, Regulations, Requirements and Orders.* Manager shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District property placed thereon by any governmental authority having jurisdiction. Manager shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Manager shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District property, including the Improvements.

F. *Adherence to District Rules, Regulations and Policies.* To the extent they apply to Manager's performance herein, Manager's personnel shall be familiar with any and all District rules, policies and procedures, if any, and shall ensure that all persons using District property or the Improvements are informed with respect to the rules, policies and procedures as may be promulgated by the District from time to time and ensure that said persons conform therewith. Manager may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times and the District shall have the right, in its sole discretion, to amend or terminate such policies and procedures as it deems reasonably necessary. Manager assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

G. *Care of the Property.* Manager shall use all due care to protect the property of the District, its residents and landowners from damage by Manager, its employees or contractors.

SECTION 3. COMPENSATION. The District shall pay the Manager the compensation set forth in **Exhibit A** for the provision of field operations management services pursuant to the terms of this Agreement.

SECTION 4. TERM.

- A. The term of this Agreement shall commence as of the date first written above and shall terminate January 24, 2023, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.
- B. Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

SECTION 5. INSURANCE. The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance set forth in **Exhibit B**. The Umbrella and General Liability policies shall name the District, and its staff and supervisors, as additional insureds.

SECTION 6. INDEMNITY.

To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract. Additionally, nothing in this Agreement requires Consultant to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Consultant as jointly liable parties; however, Consultant shall indemnify the District for any and all percentage of fault attributable to Consultant for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.

SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. ASSIGNMENT. Neither Party may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The

Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

SECTION 13. 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 Manager.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. 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, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Manager may deliver Notice on behalf of the District and the Manager. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addressees set forth herein.

SECTION 16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Manager 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 Manager 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 Manager and their respective representatives, successors, and assigns.

SECTION 17. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.

SECTION 18. PUBLIC RECORDS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager acknowledges that the designated public records custodian for the District is **Craig Wrathell** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Manager shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Manager’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 20. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Manager as an arm’s length transaction. The District and the Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 21. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter

into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

STILLWATER COMMUNITY DEVELOPMENT DISTRICT


Chairman, Board of Supervisors

VESTA PROPERTY SERVICES, INC.

By: 
Print Name: Robert W. Stevens
Title: President, CMAA

EXHIBIT A

Managerial Services - \$1,500 per month

1. Operate the Common Elements and other property owned by the CDD (the "Property") according to the approved budget of the District and consistent with the direction of the Board of Supervisors, subject to proper funding being provided to the Agent to operate in accordance with the budget and governing documents.
2. Engage and supervise all persons and/or entities, as needed (which persons or entities may be engaged on a part-time or full-time basis), necessary to properly maintain and operate the District Property in accordance with the District's policies and Rules of Procedure. .
3. Solicit and negotiate bids for purchases of services and materials to the -District at the direction of the Board.
4. Review District vendor invoices, code invoices according to District Adopted Budget, and review and approve payables aging prepared by District Management prior to each check run.
5. Solicit, analyze and negotiate recurring contracts on behalf of the District, as needed, for recurring services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property.
6. Prepare, annually in respect of the next succeeding fiscal year, a proposed operating Budget for the District. The Budget shall be submitted to the District Manager and Board for comments/changes, and only becomes binding after approval by the Board. The Budget shall serve as a supporting document for the schedule of Assessments.
7. Perform routine inspections and make recommendations to the Board as to the maintenance of and improvements to the Property as well as assist the District in the enforcement of the provisions of the District's governing documents, the Rules and Regulations, and architectural guidelines.
8. Make or cause to be made, such repair work or normal maintenance to common elements as may be required for the operation and physical protection of the common elements not to exceed Five Thousand (\$5,000.00) Dollars for any one item. Emergency repairs exceeding Five Thousand (\$5,000.00) Dollars to avert danger to life, maintain safe operations or prevent an interruption of services may be made with the approval of the District Manager, District Board Chair, or in the absence of the District Manager and Board Chair, the Vice Chair. If no officer is available, the Agent is authorized to take such action as is needed to avert danger to life, maintain safe operations or prevent an interruption of services.
9. Agent may charge the fee prescribed in Schedule A and B for attendance of any additional District Board meetings beyond 12 District Board meetings per fiscal year. Any meeting over 3 hours will be billed at \$75 per hour for the time over the three-hour limit. Lastly, any meeting requiring Agent participation that extends beyond 9pm will be billed at \$75 per hour. For example, if a meeting were to start at 7pm and close at 10pm, the time from 9 - 10pm will be billed at \$75 per hour.

EXHIBIT B
Insurance Certificate and Endorsements

SCHEDULE A*

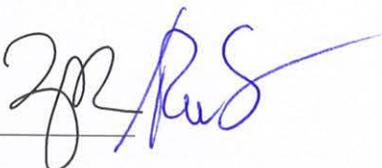
Ancillary Services:

The following items are billed separately and are not included in the base management fee. A specific fee or an hourly rate will apply as outlined by hourly billing rates below.

- Additional board meetings: \$75 per hour.
 - Retrieval of archived boxes for investigation/regulatory purposes: \$25 per round trip.
1. Participation in legal action involving the District, court appearances, depositions, consultation with attorneys in connection with litigation filed or proposed on behalf of or directed by the District or meeting in excess of previously outlined.
 2. Warranty or punch list work, in conjunction with claims arising against the developer or against contractors under contract prior to this Agreement.
 3. Special Project Fee: In the event that the District has to engage contractors for special work which may include, but not be limited to demolition, reconstruction or remedial work, or to address fire, flood, hurricane, tropical storm, lightning and tornado damage, and requires additional on-site visits or inspections by Vesta Property Services, the time spent shall be a billable expense of the District. The fee applied will be based on the personnel involved as outlined below and will be done only by prior written agreement of the scope of work and the extent of responsibility of Vesta Property Services with the District Board. The Special Project fee shall be in addition to any other fees provided for in this Agreement.
 4. Any extraordinary expense not included above with prior approval from the District's Board.

Hourly Billing Rates:	Senior Management:	\$125.00/hour
	General/Operations Manager:	\$100.00/hour
	Community Manager:	\$ 80.00/hour
	Accountant:	\$ 65.00/hour
	Maintenance:	\$ 65.00/hour
	Admin. Staff:	\$ 50.00/hour

*fees are subject to change based on an annual review of increased costs.

Initial 

SCHEDULE B*

CURRENT (2021) OFFICE EXPENSE FEES

Stationery:

Copies and envelopes are provided through a third-party vendor at cost, plus 20%. The cost of copies and envelopes that are processed in house for the District will be billed monthly for this service.

Services:

Record Storage	\$2.50 per box, per month
Mass Emails	included with Vesta Vantage Pro – website service
Postage	Cost
Gate Management/Key Fobs/Decals/Barcodes	\$50 per month

*fees are subject to change based on an annual review of increased costs.

Initial 

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

5

**AGREEMENT FOR THE PROVISION OF LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES BY AND BETWEEN THE STILLWATER COMMUNITY
DEVELOPMENT DISTRICT AND FLORIDA ULS OPERATION, LLC D/B/A UNITED
LAND SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of March, 2022, by and between:

STILLWATER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

FLORIDA ULS OPERATING, LLC D/B/A UNITED LAND SERVICE, a Delaware limited liability company, whose address is 12276 San Jose Blvd., Suite 747, Jacksonville, Florida 32223 (“Contractor” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing, or reconstructing, enlarging, or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within the District; and

WHEREAS, Contractor represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

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

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon the Parties signing this Agreement, the Contractor shall provide the District with the specific services identified in this Agreement.

B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.

- C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor those described in the Scope of Work attached hereto as **Exhibit A** and maintenance map attached hereto as **Exhibit B**, both of which are incorporated herein by reference, and in this Agreement. Contractor shall solely be responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. The Contractor may perform additional services upon the written request of the District's Manager consistent with Paragraph 5(C) of this Agreement. Should there be any conflict between the terms of this Agreement and the terms set forth in **Exhibit A**, the terms of this Agreement shall control.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret, and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
 - i. The District hereby designates the District Manager to act as its representative.

Contractor shall designate a competent, authorized representative (the "Authorized Representative") acceptable to District to represent and act for Contractor and shall inform District, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any

and all limitations of such authority. Contractor shall keep District informed of any subsequent changes in the foregoing. The Authorized Representative, project managers, superintendents and/or supervisors for services provided herein are all subject to prior and continuous approval of the District. If, at any time during the term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reason whatsoever, reasonably unacceptable to the District, Contractor shall replace the unacceptable personnel with personnel reasonably acceptable to the District.

The Contractor agrees that the Authorized Representative will meet with the District's representative on a monthly basis to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

- D.** In the event that time is lost due to heavy rains or inclement weather ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- E.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. Such repairs shall be at the Contractor's own expense unless the District agrees otherwise, in writing.

5. COMPENSATION; TERM.

- A.** As compensation for the services described in this Agreement, the District agrees to pay the Contractor Six Thousand Two Hundred Eighty-Six Dollars (\$6,286.00) per month for an annual amount of Seventy-Five Thousand Four Hundred Thirty-Two Dollars (\$75,432.00) for the period of the Contractor's services, which shall commence on February 1, 2022, and shall continue through January 31, 2023, unless terminated earlier in accordance with Paragraph 14, below.
- B.** All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.
- C.** If the District should desire additional work or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. No additional services

shall be provided by the Contractor unless done at the direction of the District.

- D.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability, and including, at a minimum, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation,

maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- B. The District, its staff, consultants, and supervisors shall be named as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

- A. Obligations under this paragraph shall include the payment of third party settlements, judgments, damages, penalties, forfeitures, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any third party for injuries, death, property damage or damages of any nature, arising out of, or in connection with, the work to be performed by Contractor under this Agreement, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.

8. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of

one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the Services.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement for cause as provided in Section 14 and such termination is to be effective immediately upon the giving of notice of termination.

10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien

within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement for cause as provided in Section 14 and such termination is to be effective immediately upon the giving notice of termination.

11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

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

14. TERMINATION. The Contractor may terminate this Agreement with or without cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause upon thirty (30) days written notice of termination. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. Any purported assignment without such prior written approval shall be void.

17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

21. 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 Contractor.

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

23. 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: Stillwater Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
Post Office Box 10230

Tallahassee, Florida 32302
Attn: Wesley S. Haber, District Counsel

B. If to the Contractor:

Florida ULS Operating, LLC d/b/a
United Land Service
12276 San Jose Blvd., Suite 747
Jacksonville, Florida 32223
Attn: _____

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

24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor 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 Contractor 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 Contractor and their respective representatives, successors, and assigns.

25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

26. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Craig Wrathell (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of

the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0100, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

27. 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.

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

29. 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.

30. E-VERIFY. The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District because of the termination. If the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the

Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

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

[remainder of page intentionally left blank]

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

Attest:

**STILLWATER COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Witness:

**FLORIDA ULS OPERATING, LLC D/B/A UNITED LAND
SERVICE**

(Signature of Witness)

By: _____
Its: _____

(Print Name of Witness)

Exhibit A – Scope of Work
Exhibit B – Maintenance Map

EXHIBIT A

Scope of Services Summary

Annual Maintenance Outline

To maintain a high-level of service for your property, we plan carefully and intentionally to anticipate the needs of your property. Our team of experienced professionals have a keen attention to detail. Please ask if you have any questions about our visits or frequencies.

SERVICES	VISITS
Maintenance Services	
Mowing Services—Entrance Way 210 & Ponds (1 - 4)	42
Bahia Ponds	21
Account Management, Communication & Phased Development Strategy	52
Detail Services	
Ornamental Shrub Pruning	12
Weeding— Manual and Chemical Applications	As Needed
Small Tree Pruning (up to 10 ft.) & Rejuvenation Pruning	1
Fertilization & Pest Control Services	
Turf Weed & Insect Control	As Needed
Granular Turf Applications	4
Shrub Visits	2
Shrub Insecticide & Fungicide	As Needed
Irrigation	
Monthly Inspections with Reports	12
Mulch	
Mulch Application – Mini Pine Bark	1
Annual Flowers	
4" Standard Annual Flower Installation (1,278 per occurrence)	4
Annual Bed Soil Replenishment	As Needed
Palm Pruning	
Sabal Palms - 20	2

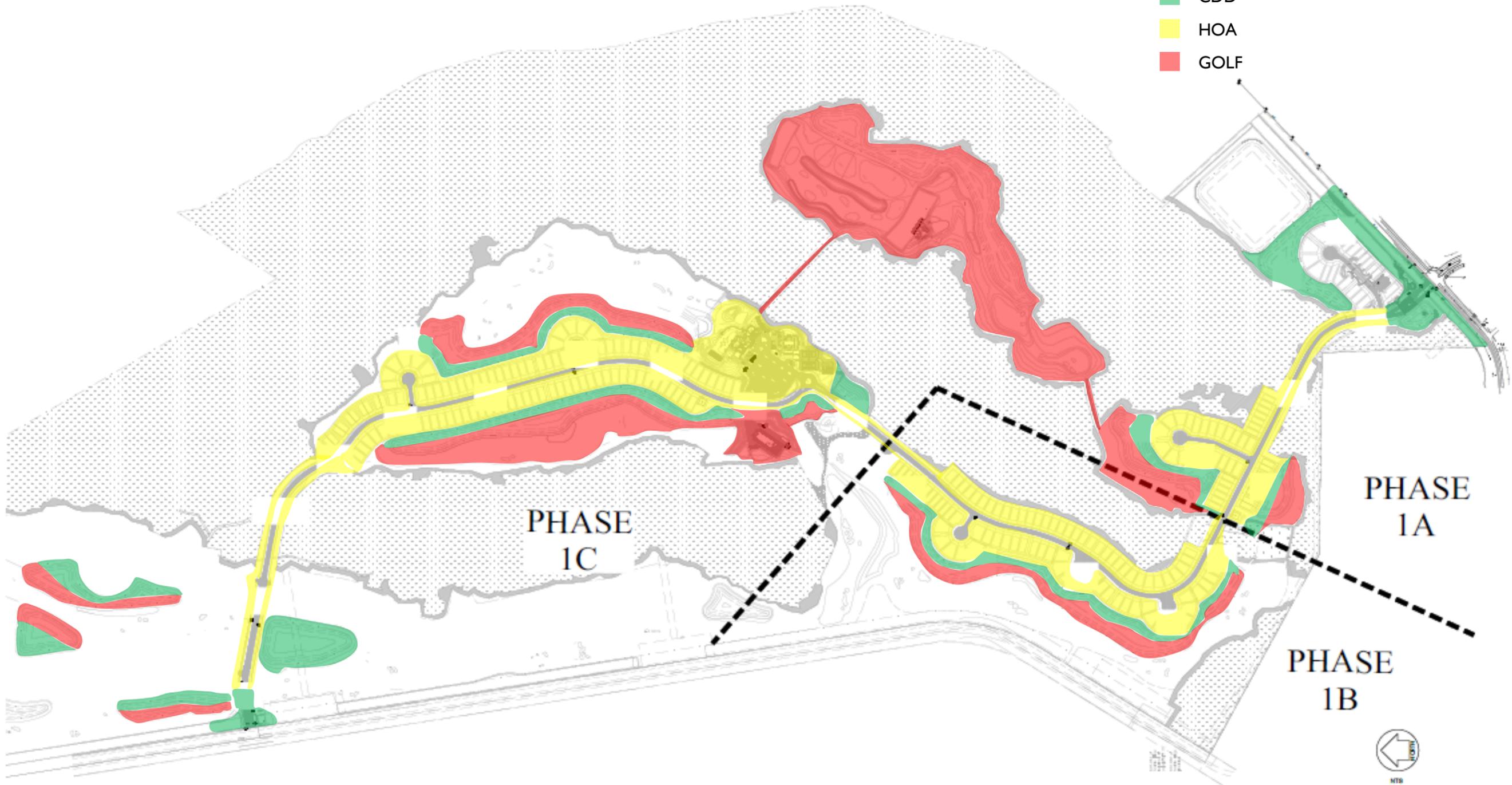
**Exhibit A
Stillwater CDD
Entrance Way 210 & Ponds**

	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Tree Pruning, Rejuvenation Pruning (native grass), Weeding & Cleanup	\$3,603	\$43,236
Fertilization & Chemical Treatments Includes Palm & Shrub Fertilization, Turf Fertilization & Pest Control Applications	\$353	\$4,236
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, Cleaning out and maintenance of Valve Boxes with Monthly Reports	\$170	\$2,040
Mulch - 1x refresh annually Includes installation of Mini Pine Bark (250cy) per occurrence	\$1,146	\$13,752
Annual Flowers - quarterly rotation Includes installation of 4" Standard Annuals (1,278 units) 4x per year	\$831	\$9,972
Palm Pruning - Includes pruning 20 palms and hauling off debris 20 Sabal Palms 2x annually	\$183	\$2,196
Totals	\$6,286	\$75,432

EXHIBIT B
Maintenance Map

Stillwater - Full Build Out per Plan 12-2-20

- CDD
- HOA
- GOLF



REVISIONS		
NO.	DATE	DESCRIPTION

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF BASHAM & LUCAS DESIGN GROUP, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF BASHAM & LUCAS DESIGN GROUP, INC. IS PROHIBITED AND WILL BE CONSIDERED A VIOLATION OF PROFESSIONAL ETHICS AND THE LAW.

STILLWATER - COMMON AREAS
 LENNAR HOMES
 St. Johns County, Florida
 OVERALL PLAN



BASHAM & LUCAS
 DESIGN GROUP, INC.
7645 GATE PARKWAY SUITE 101
 JACKSONVILLE, FLORIDA 32256
 (904) 731-2323 • bashamlucas.com
 LNF: AA20000586 | LC26000008

DRAWN BY	JCI
CHECKED BY	MJR
DATE	12-3-20
JOB NO.	20-08C

IR1.0

100% Set

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

6

**AGREEMENT BETWEEN THE STILLWATER COMMUNITY DEVELOPMENT
DISTRICT AND SOLITUDE LAKE MANAGEMENT, LLC
FOR AQUATIC MANAGEMENT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 8th day of December _____, 2021, by and between:

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

Solitude Lake Management, LLC, a foreign limited liability company, whose address is 2844 Crusader Circle, Suite 450, Virginia Beach, Virginia 23453 (“Contractor”, together with District, “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Act”), by ordinance adopted by St. Johns County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates and maintains certain ponds (“Ponds”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide aquatic management services for the Ponds; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide aquatic management services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional aquatic management services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF AQUATIC MANAGEMENT SERVICES. The Contractor will provide aquatic management services for the Ponds identified in **Exhibit A**. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on a monthly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and

systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor One Thousand Seven Hundred Five Dollars (\$1,705.00) per month for an annual amount of Twenty Thousand Four Hundred Sixty Dollars (\$20,460.00). The term of this Agreement shall be from December 1, 2021 through November 30, 2022, unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers, or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date.

The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 10. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 11. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such

claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 12. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 13. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 14. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 15. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 16. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 17. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor

nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 20. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 21. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 22. 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 Parties.

SECTION 23. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 24. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Stillwater Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
P.O. Box 10230
Tallahassee, Florida 32302
Attn: District Counsel

B. If to the Contractor: Solitude Lake Management, LLC
2844 Crusader Circle, Suite 450
Virginia Beach, Virginia 23453
Attn: Trina L. Duncan, Business Manager

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 Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 25. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 26. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

SECTION 27. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to

the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, wraithellc@whhassociates.com, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 28. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 29. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 30. 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. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 31. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that

the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 32. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

[CONTINUED ON FOLLOWING PAGE]

EXHIBIT A SCOPE OF SERVICES

SCHEDULE A - ANNUAL POND MANAGEMENT SERVICES

Monitoring:

1. A SOLitude Biologist will visit the site and inspect the ponds on a **two time per month** basis.
2. Each waterway will be inspected at least once per month.
3. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

1. A visual inspection of the ponds will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Site will be inspected on a **two time per month** basis, each pond being visited at least once per month.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Site will be inspected on a **two time per month** basis, each pond being visited at least once per month.
2. Any growth of cattails, torpedoglass, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Site will be inspected on a **two time per month** basis, each pond being visited at least once per month.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services do not include any trash or debris removal from the surrounding terrestrial (dry land) areas

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:

- a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
- b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
- c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
- d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Stillwater
Homeowner's Association
Waterway Map
X - Offsite ponds, not included
Created Oct 2021



STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR THE REMAINDER OF FISCAL YEAR 2021/2022 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Stillwater Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within St. Johns County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meeting.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District's Board shall be held during the remainder of Fiscal Year 2021/2022 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file a schedule of the District's regular meetings annually with St. Johns County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2022.

ATTEST:

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Revised Fiscal Year 2021/2022 Annual Meeting Schedule

STILLWATER COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION		
<i>Matthews Design Group, 7 Waldo Street, St. Augustine, Florida 32084</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
March 10, 2022	Regular Meeting	10:30 AM
April 14, 2022	Regular Meeting	10:30 AM
May 12, 2022	Regular Meeting	10:30 AM
June 9, 2022	Regular Meeting	10:30 AM
July 14, 2022	Regular Meeting	10:30 AM
August 11, 2022	Public Hearing & Regular Meeting	10:30 AM
September 8, 2022	Regular Meeting	10:30 AM

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

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December 8, 2021

Daphne Gillyard
Stillwater Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
877-276-0889
gillyardd@whhassociates.com

Re: Additional Services Proposal for Professional Engineering Services
Project Name: Stillwater CDD
MDG Project No.: 21015.02

Dear Daphne:

Founded in 2005, **Matthews Design Group (MDG)** is the largest civil engineering firm based in St. Johns County, offering full service civil and land development engineering services, roadway design, and landscape architecture throughout Northeast Florida. MDG proudly serves a wide range of both public sector and private clients and has earned a solid reputation as a local leader for providing high quality, innovative engineering solutions delivered in a timely and cost-effective manner.

Staying true to our mission, ***Engineering Better Communities***, MDG takes an innovative approach to every project, creating thoughtful designs that balance functionality while preserving the often historic and eco-sensitive quality of the communities we serve. Our engineers go beyond the rudimentary requirements of a job and intentionally seek ways to optimize the usability, convenience, and aesthetics of a project while reducing environmental impact. From conception to completion, we partner closely with and work alongside our clients through each step of the process to successfully bring their vision to reality. MDG continues to receive national, state-wide, and local awards for being among "Best Places to Work" and a "Hot Firm" for growth.

We are pleased to offer you this proposal to provide a wastewater and stormwater needs analysis for the Stillwater Development (Project) located at Veterans Parkway South in St. Johns County, Florida.

MDG proposes to furnish professional services as described in "Exhibit A, Scope of Work," and per "Exhibit B, General Terms & Conditions," which are attached hereto and made a binding part hereof by this reference, for an estimated fee of **\$11,500**, plus direct reimbursable expenses.

We appreciate your consideration of our firm to provide these important services. Do not hesitate to contact us if you have any questions. We look forward to partnering with you and having our dedicated team of industry experts help make your project a success.

Sincerely,

Matthews Design Group

A handwritten signature in blue ink, appearing to read "A. Acree", is written over a light blue, semi-transparent watermark of the company logo.

Alex R. Acree, PE
Land Development Lead



**EXHIBIT A
SCOPE OF WORK**

I – Wastewater and Stormwater Needs Analysis

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. MDG will provide the initial needs analysis for the Stillwater CDD, which will include the following:

- A detailed description of associated facilities.
- The number of current and projected residents served calculated in 5-year increments.
- The current and projected service area.
- The current and projected cost of providing services calculated in 5-year increments.
- The estimated remaining useful life of each facility or its major components.
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- The district's plan to fund the maintenance or expansion of any facility or its major components. The plan will include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.

Fees for Wastewater and Stormwater Needs Analysis services will be billed on a time and materials (T&M) basis, with an initial estimated fee of \$11,500, and in accordance with Exhibit B, General Terms & Conditions, plus direct reimbursable expenses.



FEE SUMMARY

The following list summarizes costs associated with work items as described in Exhibit A, Scope of Work.

I – Wastewater and Stormwater Needs Analysis	\$11,500 (T&M)
Total Estimated Cost:	\$11,500, plus direct reimbursable expenses

MDG will initiate services on this project immediately following receipt of the fully executed contract, included as Exhibit C, and the following additional data, which will be provided by the project client:

- a) Survey of the project site in state plane coordinates provided in AutoCAD format depicting boundary, topography, utility, tree inventory, and jurisdictional wetland lines.
- b) Survey must also note conversion factor to NGVD 29 datum.
- c) Topography must be correlated to the U.S. Geological Survey (USGS) NAVD88 datum for the site as well as for adjacent lands, including adjacent access roads, to reflect conditions that will affect the site design.
- d) Drawing file to include a minimum of two elevation benchmarks, and topographic surface (TIN) and/or point file.
- e) Tree inventory to include tree species, size (DBH) in a numbered and tabulated format.

MDG will assist in acquiring the above information if requested in writing. These services will be billed on a time and materials (T&M) basis in accordance with Exhibit B, General Terms & Conditions, plus direct reimbursable expenses.

Services or work items not specifically set forth in this proposal are excluded. Should additional scope be requested by the Project Client, a change order for the additional services will be negotiated, and a change order proposal outlining costs will be fully executed before the additional work shall commence.



EXHIBIT B
GENERAL TERMS & CONDITIONS

Revised: 06/17/2021

- a) **Scope of Work.** Assumes normal engineering and design services. Work outside the scope of services outlined in this proposal or changes due to revisions required by the Client or any government agency will require a Change Order to define the additional scope and billing terms. Costs will be based on the schedule of fees/rates herein, or renegotiation of this Agreement to the satisfaction of both parties. Unless specifically noted otherwise, service fees proposed in this Agreement exclude costs for the following fees and work types, but are not limited to all permit application and governing agency fees, consumptive use permitting, wetlands mitigation, threatened/endangered species studies, geotechnical studies, traffic studies, shared parking studies, landscape architecture, irrigation designs, site lighting, structural/MEP engineering, architecture, agency construction inspection and as-built reviews, impact and clearance sheet fees, construction stakeout, other inspection services, and reimbursable items as outlined in Exhibit B, General Terms & Conditions.
- b) **Rates.** The rates quoted in this proposal are good for 90 days. If a signed contract is not executed within this 90 day period, rates will be subject to change, and MDG's standard hourly rates in effect at the time the contract is signed and executed will be applied. For contracts lasting more than a year, MDG reserves the right to adjust hourly rates shown above to match the current standard hourly rate in effect. Prior to any such rate changes, MDG will provide the Client with a 30-day notification.
- c) **Documents.** All plans, drawings, reports, information, etc. prepared or assembled by MDG's data creator [Engineer] under this Contract are for the Client's use in completing scope of work identified for use on the Project. The Client further agrees that they shall not be made available to any individual or organization for any other use, or reuse by others, without the prior written approval of MDG.
- d) **Compensation.** The Client agrees to pay MDG, as compensation for its services under Exhibit A (Scope of Services) of this Agreement, a fee to be computed as described above and based upon the established rates. Billing occurs monthly and is based on documented project progress. Payments may be made by check, ACH deposit, or credit card (a 3.5% transaction fee is assessed for credit card payments). Payment is due upon receipt of the invoice. Payments not received within 30 days of the invoice date are considered delinquent and all submittals will be put on hold for the Client's projects until full payment is received. Continued work relies on prompt payment of invoices. MDG reserves the right to stop all work and hold submittals in the case of a bounced check until a replacement check has cleared the bank. Interest at the rate of 1.5% per month (or 18% per annum) will be added to any unpaid balance after 30 days from the invoice date and all work will cease until full payment is received. Delinquencies lasting more than 70 days will result in a Claim of Lien recorded against the property. The Client will be responsible for payment of any legal, collection, application, and permitting fees. Clients are responsible for paying application and permit fees prior to MDG making submittals. Subcontractor services and fees paid by MDG on behalf of the client will include a 15% surcharge. Services performed by Project staff on a time and materials basis will be billed at the following hourly rates:



Personnel Classification	Rate
PRINCIPAL/SR TECHNICAL ADVISOR	
Principal	\$295.00
Vice President/Associate Principal	\$225.00
QA/QC Manager	\$205.00
Program Manager	\$215.00
SENIOR PROFESSIONAL	
Sr. Project Manager 2	\$195.00
Sr. Project Manager 1	\$185.00
Sr. Professional Engineer 2	\$195.00
Sr. Professional Engineer 1	\$180.00
Sr. Planner 2	\$185.00
Sr. Planner 1	\$170.00
Sr. Landscape Architect 2	\$190.00
Sr. Landscape Architect 1	\$180.00
Sr. Construction Inspector	\$145.00
PROFESSIONAL	
Professional Engineer 2	\$175.00
Professional Engineer 1	\$160.00
Project Engineer, EI-3	\$145.00
Project Engineer, EI-2	\$135.00
Project Engineer, EI-1	\$125.00
Project Planner 2	\$125.00
Project Planner 1	\$105.00
Landscape Architect 2	\$150.00
Landscape Architect 1	\$145.00
Project Manager 2	\$175.00
Project Manager 1	\$160.00
Planner 2	\$160.00
Planner 1	\$135.00
Inspector	\$105.00
DESIGNER	
Sr. CAD Designer 2	\$150.00
Sr. CAD Designer 1	\$135.00
CAD-Designer 3	\$125.00
CAD-Designer 2	\$115.00
CAD-Designer 1	\$105.00
Sr. Engineering Tech 2	\$150.00
Sr. Engineering Tech 1	\$135.00
Engineering Tech 2	\$125.00
Engineering Tech 1	\$115.00
SUPPORT STAFF	
Sr. Graphic Designer	\$115.00
Graphic Designer	\$95.00
Project Coordinator 3	\$85.00
Project Coordinator 2	\$75.00
Project Coordinator 1	\$65.00
Accounting	\$145.00
Billing Specialist	\$95.00

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- e) **Certification.** Represented by a signed or sealed statement of a professional landscape architect or engineer means that services performed were based upon his/her knowledge, information, and belief in accordance with commonly accepted procedures and applicable standards of practice but is not a guarantee or warranty.
- f) **Work Performed.** All plans, designs, and documents will be prepared consistent with normal professional standards of care but does not guarantee success, approval, or issuance of permits. MDG will not accept back charges on corrective action without written agreement of both parties.
- g) **Reimbursable/Direct Expenses.** Unless specifically stated, direct expenses will be billed in addition to our lump sum fees. Examples of expenses include, but are not limited to:
- Mileage will be billed per current IRS rates.
 - Production costs will be billed at the following rates:
 - Paper copies:
 - 8½"x11" B&W - \$0.25 each
 - 8½"x11" Color - \$0.40 each
 - 11"x17" B&W - \$0.50 each
 - 11"x17" Color - \$0.80 each
 - Plots 24" x 36":
 - Black line plots - \$2.00 each
 - Color plots - \$50.00 each
 - Mylar - \$40.00 each
 - Binding: \$5.00 per book
 - Foam Board Mounted Color Plots: \$65.00 each
 - CD containing project data (i.e. CAD files, photographs, documents, etc.): \$12.00/each

The following will be billed at cost plus 15%:

- Travel and hotel expenses
 - Shipping and delivery, including UPS shipping and courier services
- h) **Estimates.** Costs proposed in the Agreement are guaranteed for 90 days from the date of this document.
- i) **Compliance.** All work will be in accordance with appropriate city, county, and state or other governmental regulations.
- j) **Transfer or Termination.** The Client or MDG may terminate this Agreement by notifying the other party in writing. Termination will become effective one (1) calendar day after receipt of the termination notice. Irrespective of which party shall initiate termination or the cause therefore, the Client shall, within thirty (30) calendar days of termination, remunerate MDG for services rendered and costs incurred, in accordance with MDG's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as any travel or demobilization costs associated with termination itself.
- k) **Retainer.** If a retainer is required, it will be kept for the duration of the Project and applied to the final invoice. Any remaining balance after applying the retainer will be refunded to the Client. At the completion of the Project, if no monies are remaining due in which to apply the retainer, MDG will refund the full retainer amount.



l) **Supplemental Owner’s responsibilities - Surveying Services.**

If an owner / client elects to contract directly with the surveyor, it must be understood surveys directly affect the accuracy and quality of the engineering design. Therefore, Owners / Clients that choose to contract directly with the surveyor are responsible for the following:

- Obtaining a detailed survey scope and standard requirement form from MDG to provide to the surveyor, titled “MDG Survey Scope & Standards Agreement” that describes in detail what MDG requires of the surveyor in order to correctly complete the engineering services for the project.
- Providing MDG with the surveyor’s service agreement to review and approve prior to engagement of the surveyor to ensure the surveyor’s service agreement includes the items and standards defined within the “MDG Survey Scope & Standards Agreement”
- Ensuring the surveyor completes the items in accordance with the agreed upon “MDG Survey Scope & Standards Agreement”
- Agreeing work from MDG will not commence until a complete survey is provided to MDG that meets the specification detailed in the “MDG Survey Scope & Standards Agreement”
- Providing MDG the signed and sealed copies of the survey documents prior to the production of final construction plans in accordance with the “MDG Survey Scope & Standards Agreement”
- Agreeing changes to the scope of design services may require additional survey information and deliverables resulting in modification to the scope of the survey agreement, thus requiring the owner/client to contract with the surveyor for additional required services
- Agreeing the schedule of completion for engineering design is directly affected by the receipt of the accurate and complete survey deliverables as defined in the “MDG Survey Scope & Standards Agreement”.
- **Alternatively;** Agreeing if MDG is supplied with previously surveyed information, additional or updated survey information prior to commencement of engineering services may be required. The owner/client takes responsibility and liability for the supplied survey being a correct representation of the current existing conditions of the project site.

m) **Liability.** Any claims made by the Client for losses, injuries, expenses, or damages shall not exceed the total fee of the project and shall include, but is not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

n) Regardless of if this proposal is signed, the verbal or written acceptance, approval, notice to proceed, or request for services performed by Matthews Design Group, LLC (MDG) constitutes acceptance of the prices and terms contained in this proposal and agreement to pay for services rendered by MDG.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

9A

**STILLWATER COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021
(2021 PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Stillwater 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 The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), dated as of March 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2021 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 9
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: WCI Communities, LLC

Via Wire - Beneficiary: Lennar Corporation - Florida Region Depository
 ABA: 026-009-593 (Bank of America)
 Account: 3752277913
 Ref: Stillwater CDD - WCI Communities - Req. 9

- (D) Amount Payable: \$116,538.80
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
Acquisition dated October 2021 – Phase 1A CR210 Roadway Improvements
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021 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 2021 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2021 Project; and
4. each disbursement represents a Cost of 2021 Project which has not previously been paid.

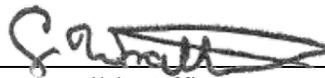
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

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

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

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

STILLWATER COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 11/12/2021

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

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2021 Project and is consistent with: (i) the Acquisition Agreement; (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2021 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2021 Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2021 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.


Consulting Engineer

LENNAR®

Lennar Corporation – Treasury Department

Please do not hesitate to contact your Corporate Treasury manager should you have any questions

Wire Transfer Instructions for Florida Divisions

(G/L #903900.1010.25)

➤ Divisions Located in Florida

These are shared accounts among the respective Lennar Divisions.

Divisions are responsible for providing and correctly instructing the sender to include specific “**Identifying Information**” noted in the reference field of the wire transfer to ensure the wire is properly identified.

- **Electronic Transfers are not allowed**
- **Local Branch Deposits are not allowed**

NOTE: For BOA customers ONLY

For Internal inquiries all Account #'s require two leading zeros (ie: 003752277913)

FOR DOMESTIC WIRES:

Bank Name: Bank of America
901 Main Street, Lower Level
Dallas, TX 75202

ABA: 026-009-593

Beneficiary: Lennar Corporation - Florida Region Depository
700 N.W. 107th Avenue
Miami, FL 33172

Account #: 3752277913

Account State: TX

Ref: “Buyer Name/community / lot / block AND Company Number”
(Divisions must supply Buyer or Vendor with the correct identifying info)

FOR INTERNATIONAL WIRES:

Bank Name: Bank of America
901 Main Street, Lower Level
Dallas, TX 75202

SWIFT Code: BOFAUS3N (*international wires only*)

Beneficiary: Lennar Corporation - Florida Region Depository
700 N.W. 107th Avenue
Miami, FL 33172

Account #: 3752277913

Account State: TX

Ref: “Buyer Name/community / lot / block AND Company Number”
(Divisions must supply Buyer or Vendor with the correct identifying info)

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

TO: Craig Wrathell
FROM: Wesley S. Haber
RE: Summary of Acquisition of Phase 1A CR 210 Roadway Improvements
DATE: October __, 2021

At this time, the Stillwater Community Development District (“District”) is acquiring certain off-site roadway improvements to CR 210 in Phase 1A (“Acquired Improvements”) from the Developer pursuant to the *Acquisition and Advanced Funding Agreement* dated December 3, 2020. Below are the improvements being acquired:

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Roadway – CR 210 Offsite	\$129,487.55	\$116,538.80	\$12,948.76
TOTAL:	\$129,487.55	\$116,538.80	\$12,948.76

NOTES:

- Note that the \$129,487.55 worth of Acquired Improvements were constructed by Baker Constructors, Inc., pursuant to a contract with the Developer, but the Acquired Improvements are only a portion of a larger contracts which involves additional improvements within and without the District’s boundaries.
- The “Balance Owed” reflects retainage and other amounts that have not yet been paid to the Contractor and will be paid upon proof of payment by the Developer.
- The District Engineer has identified and certified that the District is paying the correct amount for the work.

October _____, 2021

Stillwater Community Development District
c/o Craig Wrathell, District Manager
Wrathell Hunt & Associates
2300 Glades Road #410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Phase 1A CR 210 Off-Site Roadway Improvements
and Work Product

Dear Craig,

Pursuant to the *Acquisition and Advanced Funding Agreement* dated December 3, 2020 ("**Acquisition Agreement**"), by and between the Stillwater Community Development District ("**District**") and WCI Communities, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" and "**Work Product**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay and/or previously paid from bond proceeds the amount of \$129,487.55 which represents the actual cost of constructing and/or creating the Improvements and Work Product¹.
- The Developer agrees, at the direction of the District, to assist the District with the turn-over from the District and to St. Johns County all of the District's rights, title and interest in the Improvements, including but not limited to completing any punch list items at the Developer's expense, warranting any such Improvements to the extent required by St. Johns County, and posting and maintaining any required maintenance bonds.
- Any impact fee credits generated from the Improvements shall be addressed as set forth in the Acquisition Agreement.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements and Work Product and/or in connection with the Improvements and Work Product.

THIS SPACE INTENTIONALLY LEFT BLANK

¹ As of August 15, 2021, the Developer has paid \$116,538.80 to the Contractors for the Improvements. This amount will be immediately processed by requisition and paid to Developer. The District will process the remaining \$12,948.76 by requisition and pay the Developer once proof of payment for the remaining amount has been submitted to the District, subject to the terms of the Acquisition Agreement and the availability of funds.

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

Sincerely,

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


Name: Julie Rogers
Title: Chair Person

Sincerely,
WCI COMMUNITIES, LLC

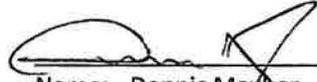

Name: Dennis Mayner
Title: Director Land Development

EXHIBIT A

Description of Improvements and Work Product
(Phase 1A CR 210 Off-Site Roadway Improvements)

Contractor: Baker Constructors, Inc.

Contract: *Master Trade Partner Agreement (Land) (Base Agreement)*, dated December 3, 2019

Roadway Improvements – Phase 1A CR 210 Off-Site Roadway Improvements

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Roadway – CR 210 Offsite	\$129,487.55	\$116,538.80	\$12,948.76
TOTAL:	\$129,487.55	\$116,538.80	\$12,948.76

AFFIDAVIT REGARDING COSTS PAID
PHASE 1A CR 210 OFF-SITE ROADWAY IMPROVEMENTS

STATE OF Florida
COUNTY OF Duval

I, Dennis Mayher, of WCI Communities, LLC, a Delaware limited liability company ("**Developer**"), 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 Dennis Mayher, and I am the Director Land Deveopment for the Developer. I have authority to make this Affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Stillwater Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Report of District Engineer* dated November 2020 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain "**Improvements**" and "**Work Product**" described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those Improvements and Work Product. Developer agrees to timely make payment for any remaining amounts owed, and to ensure that no liens are placed on the property.
6. In making this Affidavit, I understand that the District intends to rely on this Affidavit for purposes of acquiring the infrastructure Improvements and Work Product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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

Executed this 30th day of September, 2021.

WCI COMMUNITIES, LLC


Name: Dennis Mayher
Title: Director Land Development

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30th day of Septemver, 2021, by Dennis Mayher as Director Land Development of WCI Communities, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

(NOTARY SEAL)



Gina Melton
Notary Public
State of Florida
Comm# HH085452
Expires 2/6/2025

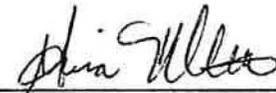

NOTARY PUBLIC, STATE OF Florida
Name: Gina Melton
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Improvements and Work Product
(Phase 1A CR 210 Off-Site Roadway Improvements)

Contractor: Baker Constructors, Inc.

Contract: *Master Trade Partner Agreement (Land) (Base Agreement)*, dated December 3, 2019

Roadway Improvements – Phase 1A CR 210 Off-Site Roadway Improvements

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Roadway – CR 210 Offsite	\$129,487.55	\$116,538.80	\$12,948.76
TOTAL:	\$129,487.55	\$116,538.80	\$12,948.76

CONSULTING ENGINEER'S CERTIFICATE
PHASE 1A CR 210 OFF-SITE ROADWAY IMPROVEMENTS

OCTOBER 11, 2021

Board of Supervisors
Stillwater Community Development District

Re: Stillwater Community Development District (St. Johns County, Florida)
Acquisition of Phase 1A CR 210 Off-Site Roadway Improvements

Ladies and Gentlemen:

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

1. I have reviewed and inspected the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements and Work Product are within the scope of the District's capital improvement program as set forth in the District's *Report of District Engineer* dated November 2020 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements and Work Product are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

[CONTINUED ON NEXT PAGE]

6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and Work Product.

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

Executed this 11th day of OCTOBER, 2021.

MATTHEWS DESIGN GROUP, LLC



Alex R. Acree, P.E.

Florida Registration No. 23155

District Engineer

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of October, 2021, by Alex R. Acree, P.E. as Consulting Engineer of Matthews Design Group, LLC and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Danielle Szalkowski
NOTARY PUBLIC, STATE OF Florida

Name: Danielle Szalkowski
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Improvements and Work Product
(Phase 1A CR 210 Off-Site Roadway Improvements)

Contractor: Baker Constructors, Inc.

Contract: *Master Trade Partner Agreement (Land) (Base Agreement)*, dated December 3, 2019

Roadway Improvements – Phase 1A CR 210 Off-Site Roadway Improvements

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Roadway – CR 210 Offsite	\$129,487.55	\$116,538.80	\$12,948.76
TOTAL:	\$129,487.55	\$116,538.80	\$12,948.76

ACKNOWLEDGMENT AND RELEASE
PHASE 1A CR 210 OFF-SITE ROADWAY IMPROVEMENTS

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the ___ day of _____, 2021, by Baker Constructors, Inc., with offices located at 70 Shirley B. James Dr., Savannah, Georgia 31408 ("Contractor"), in favor of the Stillwater Community Development District ("District"), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices at 2300 Glades Road #410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Master Trade Partner Agreement (Land) (Base Agreement)* ("Contract") dated December 3, 2019 and between Contractor and Lennar Homes, LLC, a Delaware limited liability company ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in Exhibit A ("Improvements"); and

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

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

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

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is in the process of acquiring or has acquired certain Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, certain amounts are still owed to Contractor (specifically, \$ _____ in balance owed and \$ _____ in retainage for the Contract

identified in **Exhibit A**, which includes a larger scope of improvements than the Improvements being acquired by the District through this acquisition) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

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

BAKER CONSTRUCTORS, INC.

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

EXHIBIT A

Description of Improvements and Work Product
(Phase 1A CR 210 Off-Site Roadway Improvements)

Contractor: Baker Constructors, Inc.

Contract: *Master Trade Partner Agreement (Land) (Base Agreement)*, dated December 3, 2019

Roadway Improvements – Phase 1A CR 210 Off-Site Roadway Improvements

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Roadway – CR 210 Offsite	\$129,487.55	\$116,538.80	\$12,948.76
TOTAL:	\$129,487.55	\$116,538.80	\$12,948.76

BILL OF SALE AND LIMITED ASSIGNMENT
PHASE 1A CR 210 OFF-SITE ROADWAY IMPROVEMENTS

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of the 30th day of SEPTEMBER, 2021, by and between **WCI Communities, LLC**, a Delaware limited liability company, with an address of 9440 Phillips Hwy, Suite 7, Jacksonville, Florida 33431 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Stillwater Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell Hunt & Associates, 2300 Glades Road #410W, Boca Raton, Florida 33431.

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

BACKGROUND STATEMENT

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

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following to have and to hold for Grantee's own use and benefit forever:

Roadway Improvements – PHASE 1A CR 210 OFF-SITE ROADWAY IMPROVEMENTS

- a) **Additional Rights** - All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements ("**Additional Rights**", and together with Improvements and Work Product, "**Property**").
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

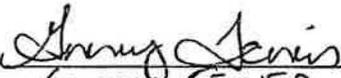
4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided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

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

Signed, sealed and delivered by:

WITNESS

WCI COMMUNITIES, LLC

By: 
Name: Ginny FEINER

By: 
Name: Dennis Mayher
Title: Director Land Development

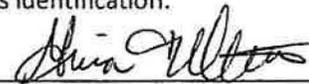
By: 
Name: Kyle van der Oost

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of September, 2021 by Dennis Mayher, as Director Land Development of WCI Communities, LLC, who appeared before me this day in person, and who is either personally known to me, or produced LL/PT as identification.

(NOTARY SEAL)


Gina Melton
Notary Public
State of Florida
Comm# HH085452
Expires 2/6/2025


NOTARY PUBLIC, STATE OF FLORIDA

Name: Gina Melton
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

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

(This space reserved for Clerk)

HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the 30th day of SEPTEMBER, 2021, by and between **WCI Communities, LLC.**, a Delaware limited liability company ("Grantor"), whose mailing address is 9440 Phillips Hwy, Suite 7, Jacksonville, Florida 33431, and **Stillwater Community Development District**, a community development district formed pursuant to Chapter 190, Florida Statutes ("Grantee"), whose address is c/o Wrathell Hunt & Associates, 2300 Glades Road #410W, Boca Raton, Florida 33431.

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

WITNESSETH

THAT GRANTOR, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Johns, State of Florida, and more particularly below ("**Property**"):

PHASE 1A CR 210 OFF-SITE ROADWAY IMPROVEMENTS

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

RESERVATION OF EASEMENT

Grantor hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property conveyed hereby, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, which shall be conveyed upon completion by separate instrument, and the right to maintain, repair and replace and improve any improvements now

or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

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

WITNESS

WCI COMMUNITIES, LLC

By: *Ginny Feiner*
Name: Ginny FEINER

By: *Dennis Mayher*
Name: Dennis Mayher
Title: Director Land Development

By: *Kyler van der Osten*
Name: Kyler van der Osten

STATE OF FLORIDA
COUNTY OF DUAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of September, 2021 by Dennis Mayher, as Director Land Development of WCI Communities, LLC, who appeared before me this day in person, and who is either personally known to me, or produced WIA as identification.

(NOTARY SEAL)

 Gina Melton
Notary Public
State of Florida
Comm# HH085452
Expires 2/6/2025

Gina Melton
NOTARY PUBLIC, STATE OF FLORIDA

Name: Gina Melton
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

BILL OF SALE
STILLWATER PHASE 1A CR 210 ROADWAY IMPROVEMENTS

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Stillwater Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("Seller"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by **St. Johns County**, a body politic and corporate ("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:

PHASE 1A CR 210 OFF-SITE ROADWAY IMPROVEMENTS

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.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name the day and year first above written.

WITNESS

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Ginny Feiner
Name: Ginny FEINER

Fenzi Rogers
Name: Fenzi ROGERS
Title: Chair person

Danielle Maypros
Name: Danielle Maypros

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of November 2021 by Fenzi Rogers, as Chairperson of Stillwater Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



Angela Carter Howell

NOTARY PUBLIC, STATE OF FLORIDA

Name: *Angela Carter Howell*
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

9B

**STILLWATER COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021
(2021 PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Stillwater 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 The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), dated as of March 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2021 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 10
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: WCI Communities, LLC

Via Wire - Beneficiary: Lennar Corporation - Florida Region Depository
ABA: 026-009-593 (Bank of America)
Account: 3752277913
Ref: Stillwater CDD - WCI Communities - Req. 10

- (D) Amount Payable: \$1,772,790.11
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
Acquisition dated October 2021 – Phase 1A CR210 Roadway Improvements
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021 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 2021 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2021 Project; and
4. each disbursement represents a Cost of 2021 Project which has not previously been paid.

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

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

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

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

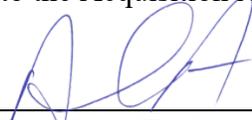
STILLWATER COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 11/12/2021

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

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2021 Project and is consistent with: (i) the Acquisition Agreement; (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2021 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2021 Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2021 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.


Consulting Engineer

LENNAR®

Lennar Corporation – Treasury Department

Please do not hesitate to contact your Corporate Treasury manager should you have any questions

Wire Transfer Instructions for Florida Divisions

(G/L #903900.1010.25)

➤ Divisions Located in Florida

These are shared accounts among the respective Lennar Divisions.

Divisions are responsible for providing and correctly instructing the sender to include specific “**Identifying Information**” noted in the reference field of the wire transfer to ensure the wire is properly identified.

- **Electronic Transfers are not allowed**
- **Local Branch Deposits are not allowed**

NOTE: For BOA customers ONLY

For Internal inquiries all Account #'s require two leading zeros (ie: 003752277913)

FOR DOMESTIC WIRES:

Bank Name: Bank of America
901 Main Street, Lower Level
Dallas, TX 75202

ABA: 026-009-593

Beneficiary: Lennar Corporation - Florida Region Depository
700 N.W. 107th Avenue
Miami, FL 33172

Account #: 3752277913

Account State: TX

Ref: “Buyer Name/community / lot / block AND Company Number”
(Divisions must supply Buyer or Vendor with the correct identifying info)

FOR INTERNATIONAL WIRES:

Bank Name: Bank of America
901 Main Street, Lower Level
Dallas, TX 75202

SWIFT Code: BOFAUS3N (*international wires only*)

Beneficiary: Lennar Corporation - Florida Region Depository
700 N.W. 107th Avenue
Miami, FL 33172

Account #: 3752277913

Account State: TX

Ref: “Buyer Name/community / lot / block AND Company Number”
(Divisions must supply Buyer or Vendor with the correct identifying info)

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

TO: Craig Wrathell
FROM: Wesley S. Haber
RE: Summary of Acquisition of Phase 1A Utilities Improvements
DATE: October ____, 2021

At this time, the Stillwater Community Development District (“**District**”) is acquiring certain utility improvements (“**Acquired Improvements**”) located in Phase 1A from the Developer pursuant to the *Acquisition and Advanced Funding Agreement* dated December 3, 2020. Upon acquisition, the District will convey the Acquired Utilities by Bill of Sale to JEA for ownership, operation, and maintenance. Below are the improvements being acquired:

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Sanitary Sewer ¹	\$745,004.74	\$827,783.05	\$82,778.31
Potable Water	\$242,340.99	\$269,267.77	\$26,926.78
Reclaimed Water	\$747,633.90	\$830,704.33	\$83,704.33
Asbuilts	\$42,011.64	\$37,810.48	\$4,201.16
TOTAL:	\$1,969,766.79	\$1,772,790.11	\$196,976.68

- Real estate rights for the conveyance exist by virtue of platted utility easements in favor of JEA.
- Note that the **\$1,969,766.79** worth of Acquired Improvements were constructed by Baker Constructors, Inc. pursuant to a contract(s) with the Developer, but the Acquired Improvements are only a portion of a larger contracts which involves additional improvements within and without the District’s boundaries.
- The “Balance Owed” reflects retainage and other amounts that have not yet been paid to the Contractor and will be paid upon proof of payment by the Developer.
- The District Engineer has identified and certified that the District is paying the correct amount for the work.

¹ Includes amounts for Force Main, Gravity Sewer, and Lift Station #1

Stillwater Community Development District
c/o Craig Wrathell, District Manager
Wrathell Hunt & Associates
2300 Glades Road #410W
Boca Raton, Florida 33431

RE: Letter Agreement for Acquisition of Public Infrastructure Improvements
Phase 1A Utilities

Dear Craig,

Pursuant to the *Acquisition and Advanced Funding Agreement* dated December 3, 2020 ("**Acquisition Agreement**"), you are hereby notified that WCI Communities, LLC ("**Developer**") has completed and wishes to sell ("**Sale**") to the Stillwater Community Development District ("**District**") certain utilities improvements ("**Improvements**"), related to what is known as Phase 1A, and all as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, the District agrees to pay from bond proceeds the amount of \$1,969,766.79 which represents the actual cost of constructing and/or creating the Improvements¹.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- The Developer agrees, at the direction of the District, to assist the District with the turn-over from the District and to JEA all of the District's rights, title and interest in the utility improvements, including but not limited to completing any punch list items at the Developer's expense, warranting any such Improvements to the extent required by JEA, and posting and maintaining any required maintenance bonds.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Also, the Developer agrees to convey or cause to be conveyed when finalized any and all site plans, construction, and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements described in such subparagraphs.

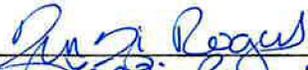
¹ As of August 15, 2021, the Developer has paid \$1,772,790.11 to the Contractor for the Improvements. This amount will be immediately processed by requisition and paid to Developer. The District will process the remaining \$196,976.68 by requisition and pay the Developer once proof of payment for the remaining amount has been submitted to the District, subject to the terms of the Acquisition Agreement and the availability of funds.

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

Sincerely,

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

WCI COMMUNITIES, LLC


Name: Kristi Rogers
Title: Chairperson


Name: Dennis Mayher
Title: Director Land Development

EXHIBIT A

Description of Improvements

Contractor: Baker Constructors, Inc.

Contract: *Master Trade Partner Agreement (Land) (Base Agreement)*, dated December 3, 2019

Utility Improvements: All water, reclaimed water, wastewater facilities, and electrical conduit from the points of delivery or connection to the point of delivery or connection including the potable water system, fire protection lines and hydrants, wastewater manholes, sewer lines, publicly owned reclaim mains, road crossings for electrical service conduit, and electrical and lighting conduit for the development, all located on portions of the real property as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Sanitary Sewer ¹	\$745,004.74	\$827,783.05	\$82,778.31
Potable Water	\$242,340.99	\$269,267.77	\$26,926.78
Reclaimed Water	\$747,633.90	\$830,704.33	\$83,704.33
Asbuilts	\$42,011.64	\$37,810.48	\$4,201.16
TOTAL:	\$1,969,766.79	\$1,772,790.11	\$196,976.68

¹ Includes amounts for Force Main, Gravity Sewer, and Lift Station #1

AFFIDAVIT REGARDING COSTS PAID
STILLWATER PHASE 1A UTILITY IMPROVEMENTS

STATE OF Florida
COUNTY OF Duval

I, Dennis Mayher, of WCI Communities, LLC, a Delaware limited liability company ("**Developer**"), 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 Dennis Mayher and I am employed by the Developer as Director of Land Development. I have authority to make this Affidavit on behalf of the Developer.
3. Developer is the developer of certain lands within the Stillwater Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Report of District Engineer* dated November 2020 ("**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. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Grantor agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. In making this Affidavit, I understand that the District intends to rely on this Affidavit for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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

Executed this 30th day of September, 2021.

WCI COMMUNITIES, LLC


Name: Dennis Mayher
Title: Director Land Development

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30th day of September, 2021, by Dennis Mayher as Director Land Development of WCI Communities, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced u/A as identification.



(NOTARY SEAL)

Gina Melton
Notary Public
State of Florida
Comm# HH085452
Expires 2/6/2025


NOTARY PUBLIC, STATE OF Florida

Name: Gina Melton
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A – Description of Improvements

EXHIBIT A

Description of Improvements

Contractor: Baker Constructors, Inc.

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated December 3, 2019

Utility Improvements: All water, reclaimed water, wastewater facilities, and electrical conduit from the points of delivery or connection to the point of delivery or connection including the potable water system, fire protection lines and hydrants, wastewater manholes, sewer lines, publicly owned reclaim mains, road crossings for electrical service conduit, and electrical and lighting conduit for the development, all located on portions of the real property as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Sanitary Sewer ¹	\$745,004.74	\$827,783.05	\$82,778.31
Potable Water	\$242,340.99	\$269,267.77	\$26,926.78
Reclaimed Water	\$747,633.90	\$830,704.33	\$83,704.33
Asbuilts	\$42,011.64	\$37,810.48	\$4,201.16
TOTAL:	\$1,969,766.79	\$1,772,790.11	\$196,976.68

¹ Includes amounts for Force Main, Gravity Sewer, and Lift Station #1

CONSULTING ENGINEER'S CERTIFICATE
STILLWATER PHASE 1A UTILITY IMPROVEMENTS

September 13, 2021

Board of Supervisors
Stillwater Community Development District

Re: Stillwater Community Development District (St. Johns County, Florida)
Acquisition of Improvements – Phase 1A Utility Improvements

Ladies and Gentlemen:

The undersigned, a representative of Matthews Design Group, LLC ("**Consulting Engineer**"), as engineer for the Stillwater Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition of improvements ("**Improvements**"), as further described in **Exhibit A**, and in a "**Bill of Sale**" dated on or about the same date as this certificate. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the Consulting Engineer, hereby certifies that:

1. I have inspected the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the *Report of District Engineer* dated November 2020, and are therefore part of the District's Capital Improvement Program.
3. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

[CONTINUED ON NEXT PAGE]

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

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

Executed this 11th day of OCTOBER, 2021.

MATTHEWS DESIGN GROUP, LLC



Alex R. Acree, P.E.

Florida Registration No. 23155

District Engineer

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of October, 2021, by Alex R. Acree, P.E. as Consulting Engineer of Matthews Design Group, LLC and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Danielle Szalkowski
NOTARY PUBLIC, STATE OF Florida

Name: Danielle Szalkowski
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A
Description of Improvements

Contractor: Baker Constructors, Inc.

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated December 3, 2019

Utility Improvements: All water, reclaimed water, wastewater facilities, and electrical conduit from the points of delivery or connection to the point of delivery or connection including the potable water system, fire protection lines and hydrants, wastewater manholes, sewer lines, publicly owned reclaim mains, road crossings for electrical service conduit, and electrical and lighting conduit for the development, all located on portions of the real property as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Sanitary Sewer ¹	\$745,004.74	\$827,783.05	\$82,778.31
Potable Water	\$242,340.99	\$269,267.77	\$26,926.78
Reclaimed Water	\$747,633.90	\$830,704.33	\$83,704.33
Asbuilts	\$42,011.64	\$37,810.48	\$4,201.16
TOTAL:	\$1,969,766.79	\$1,772,790.11	\$196,976.68

¹ Includes amounts for Force Main, Gravity Sewer, and Lift Station #1

ACKNOWLEDGMENT AND RELEASE
STILLWATER PHASE 1A UTILITY IMPROVEMENTS

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the ____ day of _____, 2021, by **Baker Constructors, Inc.**, with offices located at 70 Shirley B. James Dr., Savannah, Georgia 31408 ("**Contractor**"), in favor of the **Stillwater Community Development District ("District")**, which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices at 2300 Glades Road #410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Master Trade Partner Agreement (Land) (Base Agreement)* ("**Contract**") dated December 3, 2019 and between Contractor and Lennar Homes, LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

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

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

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

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is in the process of acquiring or has acquired certain Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, certain amounts are still owed to Contractor (specifically, \$ _____ in balance owed and \$ _____ in retainage for the Contract identified in **Exhibit A**, which includes a larger scope of improvements than the Improvements being acquired by the District through this acquisition) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

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

BAKER CONSTRUCTORS, INC.

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

EXHIBIT A

Description of Improvements

Contractor: Baker Constructors, Inc.

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated December 3, 2019

Utility Improvements: All water, reclaimed water, wastewater facilities, and electrical conduit from the points of delivery or connection to the point of delivery or connection including the potable water system, fire protection lines and hydrants, wastewater manholes, sewer lines, publicly owned reclaim mains, road crossings for electrical service conduit, and electrical and lighting conduit for the development, all located on portions of the real property as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Sanitary Sewer ¹	\$745,004.74	\$827,783.05	\$82,778.31
Potable Water	\$242,340.99	\$269,267.77	\$26,926.78
Reclaimed Water	\$747,633.90	\$830,704.33	\$83,704.33
Asbuilts	\$42,011.64	\$37,810.48	\$4,201.16
TOTAL:	\$1,969,766.79	\$1,772,790.11	\$196,976.68

¹ Includes amounts for Force Main, Gravity Sewer, and Lift Station #1

BILL OF SALE AND LIMITED ASSIGNMENT
STILLWATER PHASE 1A UTILITY IMPROVEMENTS

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this 30th day of SEPTEMBER 2021, by and between **WCI Communities, LLC**, a Delaware limited liability company, with an address of 9440 Phillips Hwy, Suite 7, Jacksonville, Florida 33431 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Stillwater Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell Hunt & Associates, 2300 Glades Road #410W, Boca Raton, Florida 33431.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

BACKGROUND STATEMENT

This instrument is intended to convey certain improvements described below and located within the boundaries of the plat ("**Plat**") known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below to have and to hold for Grantee's own use and benefit forever:

- a) All water, reclaimed water, wastewater facilities, and electrical conduit from the points of delivery or connection to the point of delivery or connection including the potable water system, fire protection lines and hydrants, wastewater manholes, sewer lines, publicly owned reclaim mains, road crossings for electrical service conduit, and electrical and lighting conduit for the development, all located on portions of the real property as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63 ("**Improvements**"); and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the **Improvements**; and
- c) All goodwill associated with the foregoing.

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

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

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

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

Signed, sealed and delivered by:

WITNESS

WCI COMMUNITIES, LLC

By: [Signature]
Name: Sunny FEINER

By: [Signature]
Name: Dennis Mayher
Title: Director Land Development

By: [Signature]
Name: Kylee van der Ooster

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30th day of September, 2021, by Dennis Mayher as Director Land Development of WCI Communities, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

(NOTARY SEAL)



Gina Melton
Notary Public
State of Florida
Comm# HH085452
Expires 2/6/2025

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: Gina Melton
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

BILL OF SALE
STILLWATER PHASE 1A UTILITY IMPROVEMENTS

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Stillwater Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("Seller"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by **JEA**, a body politic and corporate ("JEA"), 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:

All water, reclaimed water, wastewater facilities, and electrical conduit from the points of delivery or connection to the point of delivery or connection including the potable water system, fire protection lines and hydrants, wastewater manholes, sewer lines, publicly owned reclaim mains, road crossings for electrical service conduit, and electrical and lighting conduit for the development, all located on portions of the real property as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

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.

(CONTINUED ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name the day and year first above written.

WITNESS

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Shirley Levin
Name: Sibby FEINER

Zuzi Rogers
Name: Zuzi Rogers
Title: Chairperson

Danielle Mayors
Name: Danielle Mayors

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of November, 2021 by Zuzi Rogers, as Chairperson of Stillwater Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

AC Howell
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Angela Carter Howell
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

9C

**STILLWATER COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021
(2021 PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Stillwater 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 The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), dated as of March 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2021 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 11
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: WCI Communities, LLC

Via Wire - Beneficiary: Lennar Corporation - Florida Region Depository
ABA: 026-009-593 (Bank of America)
Account: 3752277913
Ref: Stillwater CDD - WCI Communities - Req. 11

- (D) Amount Payable: \$3,290,680.92
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
Acquisition dated October 2021 – Phase 1A CR210 Roadway Improvements
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021 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 2021 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2021 Project; and
4. each disbursement represents a Cost of 2021 Project which has not previously been paid.

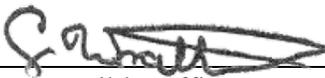
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

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

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

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

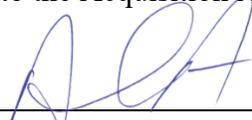
STILLWATER COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 11/12/2021

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

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2021 Project and is consistent with: (i) the Acquisition Agreement; (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2021 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2021 Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2021 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.


Consulting Engineer

LENNAR®

Lennar Corporation – Treasury Department

Please do not hesitate to contact your Corporate Treasury manager should you have any questions

Wire Transfer Instructions for Florida Divisions

(G/L #903900.1010.25)

➤ Divisions Located in Florida

These are shared accounts among the respective Lennar Divisions.

Divisions are responsible for providing and correctly instructing the sender to include specific “**Identifying Information**” noted in the reference field of the wire transfer to ensure the wire is properly identified.

- **Electronic Transfers are not allowed**
- **Local Branch Deposits are not allowed**

NOTE: For BOA customers ONLY

For Internal inquiries all Account #'s require two leading zeros (ie: 003752277913)

FOR DOMESTIC WIRES:

Bank Name: Bank of America
901 Main Street, Lower Level
Dallas, TX 75202

ABA: 026-009-593

Beneficiary: Lennar Corporation - Florida Region Depository
700 N.W. 107th Avenue
Miami, FL 33172

Account #: 3752277913

Account State: TX

Ref: “Buyer Name/community / lot / block AND Company Number”
(Divisions must supply Buyer or Vendor with the correct identifying info)

FOR INTERNATIONAL WIRES:

Bank Name: Bank of America
901 Main Street, Lower Level
Dallas, TX 75202

SWIFT Code: BOFAUS3N (*international wires only*)

Beneficiary: Lennar Corporation - Florida Region Depository
700 N.W. 107th Avenue
Miami, FL 33172

Account #: 3752277913

Account State: TX

Ref: “Buyer Name/community / lot / block AND Company Number”
(Divisions must supply Buyer or Vendor with the correct identifying info)



STILLWATER COMMUNITY DEVELOPMENT DISTRICT

TO: Craig Wrathell
FROM: Wesley S. Haber
RE: Summary of Acquisition of Phase 1A Improvements
DATE: October __, 2021

At this time, the Stillwater Community Development District (“**District**”) is acquiring certain infrastructure improvements and work product (“**Acquired Improvements**”) located in and related to Phase 1A from the Developer pursuant to the *Acquisition and Advanced Funding Agreement* dated December 3, 2020. Below are the improvements being acquired:

Phase 1A Improvements Description	CDD Eligible Amount	Paid to Date	Balance Owed
Clearing & Earthwork ¹	\$930,478.33	\$837,430.50	\$93,047.83
Storm Drainage	\$726,853.81	\$654,168.43	\$72,685.38
Roadways & Sidewalks ²	\$662,967.01	\$613,090.31	\$49,876.70
Landscaping ³	\$619,881.95	\$432,690.00	\$187,191.65
Entry Signage & Gates ⁴	\$417,372.90	\$333,340.20	\$73,412.70
Consultant Soft Costs ⁵	\$424,162.64	\$419,961.48	\$4,201.16
TOTAL:	\$3,781,716.64	\$3,290,680.92	\$480,415.42

NOTES:

- Real estate rights for the conveyance exist by virtue of quit claim deeds and perpetual access easements in favor of the District.
- Note that the **\$3,781,716.64** worth of Acquired Improvements was constructed by Baker Constructors, Inc., Adkins Electric, Inc., Hidden Eyes, LLC d/b/a Envera Systems, Kirton Enterprises, Inc., Florida ULS Operating, LLC d/b/a United Landscape Services, and Matthews Design Group, pursuant to contracts with the Developer, but the Acquired

¹ Consists of excavation (Baker) and clearing & grubbing (Baker).

² Consists of onsite curb and gutter (Baker), onsite sidewalks (Baker), onsite roadways (Baker), street signs (Baker), road crossing conduit (Baker), and underground electric conduit (Adkins).

³ Consists of CR210 and entry landscape and irrigation (United Landscape) and Phase 1A common landscape and irrigation (United Landscape).

⁴ Consists of entrance security and access control (Envera) and CR210 hardscape (Kirton Enterprises).

⁵ Consists of as-builts (Baker), engineering design (Mathews), and CA/CEI (Mathews).

Improvements are only a portion of a larger contracts which involves additional improvements within and without the District's boundaries. Of this amount, \$3,290,680.92 will be paid immediately and the balance of \$480,415.42 will be paid upon proof of payment by the Developer.

- The "Balance Owed" reflects retainage and other amounts that have not yet been paid to the Contractor and will be paid upon proof of payment by the Developer.
- The District Engineer has identified and certified that the District is paying the correct amount for the work.

October _____, 2021

Stillwater Community Development District
c/o Craig Wrathell, District Manager
Wrathell Hunt & Associates
2300 Glades Road #410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Phase 1A Improvements and Work Product

Dear Craig,

Pursuant to the *Acquisition and Advanced Funding Agreement* dated December 3, 2020 ("**Acquisition Agreement**"), by and between the Stillwater Community Development District ("**District**") and WCI Communities, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" and "**Work Product**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay and/or previously paid from bond proceeds the amount of **\$3,781,716.64** which represents the actual cost of constructing and/or creating the Improvements and Work Product¹.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements and Work Product and/or in connection with the Improvements and Work Product.

[CONTINUED ON FOLLOWING PAGE]

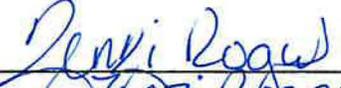
¹ As of August 15, 2021, the Developer has paid **\$2,969,249.63** to the Contractors for the Improvements. This amount will be immediately processed by requisition and paid to Developer. The District will process the remaining **\$476,214.27** by requisition and pay the Developer once proof of payment for the remaining amount has been submitted to the District, subject to the terms of the Acquisition Agreement and the availability of funds.

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

Sincerely,

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

Sincerely,
WCI COMMUNITIES, LLC



Name: Jenzi Rogers
Title: Chairperson



Name: Dennis Mayher
Title: Director Land Development

Exhibit A
Description of Improvements and Work Product
Stillwater Phase 1A

Contractor: Baker Constructors, Inc.

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated December 3, 2019

Stormwater Improvements: All stormwater management systems, including but not limited to drainage access easements, lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components for the development, all located on portions of the real property more particularly described as Tracts D, G, J, and O (Stormwater Management Facilities) as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Roadways: Roadway improvements including paving, curb, gutter, storm piping, and sidewalks constructed in and for the development located in the public right-of-way known as Stillwater Boulevard, Round Robing Run, and Greenie Bend more particularly described as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance Owed
Clearing & Earthwork	\$930,478.33	\$837,430.50	\$93,047.83
Storm Drainage	\$726,853.81	\$654,168.43	\$72,685.38
Roadways & Sidewalks	\$498,767.01	\$448,890.31	\$49,876.70
Consultant Soft Costs	\$42,011.64	\$37,810.48	\$4,201.16
TOTAL:	\$2,198,110.79	\$1,978,299.72	\$219,811.07

Contractor: Adkins Electric, Inc.

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated May 14, 2019

Underground Electric: All improvements related to the underground electrical conduit located in the public right-of-way known as Stillwater Boulevard, Round Robing Run, and Greenie Bend more particularly as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance Owed
Underground Electric	\$164,200.00	\$164,200.00	\$0
TOTAL:	\$164,200.00	\$164,200.00	\$0.00

Contractor: Hidden Eyes, LLC d/b/a Envera Systems

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated October 12, 2020

All hardware related to the entrance security and access control system for the community more particularly identified on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance to Finish
Entry Signage & Gates	\$19,739.90	\$0	\$19,739.90
TOTAL:	\$19,739.90	\$0	\$19,739.90

Contractor: Kirton Enterprises, Inc.

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated January 21, 2021

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance to Finish
Entry Signage & Gates	\$397,633.00	\$333,340.20	\$53,672.80
TOTAL:	\$397,633.00	\$333,340.20	\$53,672.80

Hardscape: All hardscape, including but not limited to all signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements all located on portions of the real property more particularly described as Tracts C and F as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Contractor: Florida ULS Operating, LLC d/b/a United Landscape Services

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated February 8, 2021

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance to Finish
Landscaping	\$619,881.95	\$432,690.00	\$187,191.65
TOTAL:	\$619,881.95	\$432,690.00	\$187,191.65

Landscape: All landscape, including but not limited to plants, trees, timber, shrubbery, and other landscaping and plantings; and irrigation elements including but not limited to all pumps, lines, spray heads, and related system components all located on portions of the real property more particularly described as Tracts C and F as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Contractor: Mathews Design Group

Contract: _____

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

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Work Product/Consultant Soft Costs	\$382,151.00	\$382,151.00	\$0
TOTAL:	\$382,151.00	\$382,151.00	\$0

GRAND TOTAL OF IMPROVEMENTS AND WORK PRODUCT: \$3,781,716.64

**AFFIDAVIT REGARDING COSTS PAID
STILLWATER PHASE 1A IMPROVEMENTS**

STATE OF Florida
COUNTY OF Duval

I, Dennis Mayher, of WCI Communities, LLC, a Delaware limited liability company ("**Developer**"), 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 Dennis Mayher, and I am the Director Land Development of Developer. I have authority to make this Affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Stillwater Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Report of District Engineer* dated November 2020 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain "**Improvements**" and "**Work Product**" described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those Improvements and Work Product that have been completed to date and states the amounts that Developer has spent on those Improvements and Work Product. Developer agrees to timely make payment for any remaining amounts owed, and to ensure that no liens are placed on the property.
6. In making this Affidavit, I understand that the District intends to rely on this Affidavit for purposes of acquiring the Improvements and Work Product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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

Executed this 30th day of September, 2021.

WCI COMMUNITIES, LLC



Name: Dennis Mayher

Title: Director Land Development

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30th day of September, 2021, by Dennis Mayher as Director Land Development of WCI Communities, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

(NOTARY SEAL)



Gina Melton
Notary Public
State of Florida
Comm# HH085452
Expires 2/6/2025


NOTARY PUBLIC, STATE OF Florida

Name: Gina Melton
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A – Description of Improvements and Work Product

Exhibit A
Description of Improvements and Work Product
Stillwater Phase 1A

Contractor: Baker Constructors, Inc.

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated December 3, 2019

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Improvement	CDD Eligible Amount	Amount Paid to Date	Balance Owed
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TOTAL:	\$2,198,110.79	\$1,978,299.72	\$219,811.07

Contractor: Adkins Electric, Inc.

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated May 14, 2019

Underground Electric: All improvements related to the underground electrical conduit located in the public right-of-way known as Stillwater Boulevard, Round Robing Run, and Greenie Bend more particularly as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance Owed
Underground Electric	\$164,200.00	\$164,200.00	\$0
TOTAL:	\$164,200.00	\$164,200.00	\$0.00

Contractor: Hidden Eyes, LLC d/b/a Envera Systems

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated October 12, 2020

All hardware related to the entrance security and access control system for the community more particularly identified on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance to Finish
Entry Signage & Gates	\$19,739.90	\$0	\$19,739.90
TOTAL:	\$19,739.90	\$0	\$19,739.90

Contractor: Kirton Enterprises, Inc.

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated January 21, 2021

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance to Finish
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TOTAL:	\$397,633.00	\$333,340.20	\$53,672.80

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Contractor: Florida ULS Operating, LLC d/b/a United Landscape Services

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated February 8, 2021

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance to Finish
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TOTAL:	\$619,881.95	\$432,690.00	\$187,191.65

Landscape: All landscape, including but not limited to plants, trees, timber, shrubbery, and other landscaping and plantings; and irrigation elements including but not limited to all pumps, lines, spray heads, and related system components all located on portions of the real property more particularly described as Tracts C and F as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Contractor: Mathews Design Group

Contract: _____

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

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Work Product/Consultant Soft Costs	\$382,151.00	\$382,151.00	\$0
TOTAL:	\$382,151.00	\$382,151.00	\$0

GRAND TOTAL OF IMPROVEMENTS AND WORK PRODUCT: \$3,781,716.64

CONSULTING ENGINEER'S CERTIFICATE
STILLWATER PHASE 1A IMPROVEMENTS

_____, 2021

Board of Supervisors
Stillwater Community Development District

Re: Stillwater Community Development District (St. Johns County, Florida)
Acquisition of Phase 1A Improvements

Ladies and Gentlemen:

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

1. I have reviewed and inspected the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements and Work Product are within the scope of the District's capital improvement program as set forth in the District's *Report of District Engineer* dated November 2020 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements and Work Product are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

[CONTINUED ON NEXT PAGE]

6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and Work Product.

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

Executed this 11th day of OCTOBER, 2021.

MATTHEWS DESIGN GROUP, LLC



Alex R. Acree, P.E.

Florida Registration No. 23155

District Engineer

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of October, 2021, by Alex R. Acree, P.E. as Consulting Engineer of Matthews Design Group, LLC and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Danielle Szalkowski
NOTARY PUBLIC, STATE OF Florida

Name: Danielle Szalkowski
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A
Description of Improvements and Work Product
Stillwater Phase 1A

Contractor: Baker Constructors, Inc.

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated December 3, 2019

Stormwater Improvements: All stormwater management systems, including but not limited to drainage access easements, lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components for the development, all located on portions of the real property more particularly described as Tracts D, G, J, and O (Stormwater Management Facilities) as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Roadways: Roadway improvements including paving, curb, gutter, storm piping, and sidewalks constructed in and for the development located in the public right-of-way known as Stillwater Boulevard, Round Robing Run, and Greenie Bend more particularly described as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance Owed
Clearing & Earthwork	\$930,478.33	\$837,430.50	\$93,047.83
Storm Drainage	\$726,853.81	\$654,168.43	\$72,685.38
Roadways & Sidewalks	\$498,767.01	\$448,890.31	\$49,876.70
Consultant Soft Costs	\$42,011.64	\$37,810.48	\$4,201.16
TOTAL:	\$2,198,110.79	\$1,978,299.72	\$219,811.07

Contractor: Adkins Electric, Inc.

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated May 14, 2019

Underground Electric: All improvements related to the underground electrical conduit located in the public right-of-way known as Stillwater Boulevard, Round Robing Run, and Greenie Bend more particularly as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance Owed
Underground Electric	\$164,200.00	\$164,200.00	\$0
TOTAL:	\$164,200.00	\$164,200.00	\$0.00

Contractor: Hidden Eyes, LLC d/b/a Envera Systems

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated October 12, 2020

All hardware related to the entrance security and access control system for the community more particularly identified on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance to Finish
Entry Signage & Gates	\$19,739.90	\$0	\$19,739.90
TOTAL:	\$19,739.90	\$0	\$19,739.90

Contractor: Kirton Enterprises, Inc.

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated January 21, 2021

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance to Finish
Entry Signage & Gates	\$397,633.00	\$333,340.20	\$53,672.80
TOTAL:	\$397,633.00	\$333,340.20	\$53,672.80

Hardscape: All hardscape, including but not limited to all signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements all located on portions of the real property more particularly described as Tracts C and F as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Contractor: Florida ULS Operating, LLC d/b/a United Landscape Services

Contract: Master Trade Partner Agreement (Land) (Base Agreement), dated February 8, 2021

\$397,633.00	\$333,340.20	\$53,672.80	\$397,633.00
\$397,633.00	\$333,340.20	\$53,672.80	\$397,633.00
\$397,633.00	\$333,340.20	\$53,672.80	\$397,633.00

Landscape: All landscape, including but not limited to plants, trees, timber, shrubbery, and other landscaping and plantings; and irrigation elements including but not limited to all pumps, lines, spray heads, and related system components all located on portions of the real property more particularly described as Tracts C and F as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Contractor: Mathews Design Group

Contract: _____

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

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Work Product/Consultant Soft Costs	\$382,151.00	\$382,151.00	\$0
TOTAL:	\$382,151.00	\$382,151.00	\$0

GRAND TOTAL OF IMPROVEMENTS AND WORK PRODUCT: \$3,781,716.64

ACKNOWLEDGMENT AND RELEASE
STILLWATER PHASE 1A IMPROVEMENTS

THIS ACKNOWLEDGMENT AND RELEASE ("**Release**") is made the ___ day of _____, 2021, by **Baker Constructors, Inc.**, with offices located at 70 Shirley B. James Dr., Savannah, Georgia 31408 ("**Contractor**"), in favor of the **Stillwater Community Development District ("**District**")**, which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices at 2300 Glades Road #410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Master Trade Partner Agreement (Land) (Base Agreement)* ("**Contract**") dated December 3, 2019 and between Contractor and Lennar Homes, LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("**Improvements**")**; and

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

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

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

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is in the process of acquiring or has acquired certain Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, certain amounts are still owed to Contractor (specifically, \$_____ in balance owed and \$_____ in retainage for the Contract identified in **Exhibit A**, which includes a larger scope of improvements than the Improvements being acquired by the District through this acquisition) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

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

BAKER CONSTRUCTORS, INC.

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

EXHIBIT A

Contractor: Baker Constructors, Inc.

Contract: *Master Trade Partner Agreement (Land) (Base Agreement)*, dated December 3, 2019

Stormwater Improvements: All stormwater management systems, including but not limited to drainage access easements, lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components for the development, all located on portions of the real property more particularly described as Tracts D, G, J, and O (Stormwater Management Facilities) as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Roadways: Roadway improvements including paving, curb, gutter, storm piping, and sidewalks constructed in and for the development located in the public right-of-way known as Stillwater Boulevard, Round Robing Run, and Greenie Bend more particularly described as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance Owed
Clearing & Earthwork	\$930,478.33	\$837,430.50	\$93,047.83
Storm Drainage	\$726,853.81	\$654,168.43	\$72,685.38
Roadways & Sidewalks	\$498,767.01	\$448,890.31	\$49,876.70
Consultant Soft Costs	\$42,011.64	\$37,810.48	\$4,201.16
TOTAL:	\$2,198,110.79	\$1,978,299.72	\$219,811.07

**ACKNOWLEDGMENT AND RELEASE
STILLWATER PHASE 1A IMPROVEMENTS**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the ___ day of _____, 2021, by **Adkins Electric, Inc.**, having offices located at 10477 New Kings Road, Jacksonville, Florida 32219 (“Contractor”), in favor of the **Stillwater Community Development District (“District”)**, which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices at 2300 Glades Road #410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Master Trade Partner Agreement (Land) (Base Agreement)* (“Contract”) dated May 14, 2019, and between Contractor and Lennar Homes, LLC, a Delaware limited liability company (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

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

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

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

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is in the process of acquiring or has acquired certain Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately \$0 (balance to finish & retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

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

ADKINS ELECTRIC, INC.

Thomas W. Allen
By: Thomas W. Allen
Its: Project Manager

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of October, 2021, by Thomas Allen, as Project Manager of Adkins Electric inc who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

Monica Forrester

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Monica Forrester
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



MONICA MANNING FORRESTER
Commission # GG 187161
Expires March 12, 2022
Bonded Thru Budget Notary Services

EXHIBIT A

Contractor: Adkins Electric, Inc.

Contract: *Master Trade Partner Agreement (Land) (Base Agreement)*, dated May 14, 2019

Underground Electric: All improvements related to the underground electrical conduit located in the public right-of-way known as Stillwater Boulevard, Round Robing Run, and Greenie Bend more particularly as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance Owed
Underground Electric	\$164,200.00	\$164,200.00	\$0
TOTAL:	\$164,200.00	\$164,200.00	\$0.00

**ACKNOWLEDGMENT AND RELEASE
STILLWATER PHASE 1A IMPROVEMENTS**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the ___ day of _____, 2021, by **Hidden Eyes, LLC d/b/a Envera Systems**, having offices located at 4171 W. Hillsboro Blvd., Suite 7, Coconut Creek, Florida 33073 (“Contractor”), in favor of the **Stillwater Community Development District (“District”)**, which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices at 2300 Glades Road #410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Master Trade Partner Agreement (Land) (Base Agreement)* (“Contract”) dated October 12, 2020 and between Contractor and Lennar Homes, LLC, a Delaware limited liability company (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

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

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

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

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is in the process of acquiring or has acquired certain Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately **\$19,739.90** (balance to finish & retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

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

HIDDEN EYES, LLC D/B/A ENVERA SYSTEMS

Aaron Wray
By: *Aaron Wray*
Its: *CFO*

STATE OF FLORIDA
COUNTY OF *Broward*

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this *12* day of *October*, 2021, by *Aaron Wray* as *CFO* of *Hidden Eyes LLC* who appeared before me this day in person, and who is either *personally known* to me, or produced _____ as identification.

Clark
NOTARY PUBLIC, STATE OF FLORIDA

Name: *Crystal Lynn Clark*
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

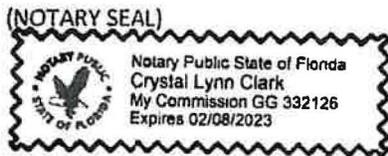


EXHIBIT A

Contractor: Hidden Eyes, LLC d/b/a Envera Systems

Contract: *Master Trade Partner Agreement (Land) (Base Agreement)*, dated October 12, 2020

All hardware related to the entrance security and access control system for the community more particularly identified on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance to Finish
Entry Signage & Gates	\$19,739.90	\$0	\$19,739.90
TOTAL:	\$19,739.90	\$0	\$19,739.90

**ACKNOWLEDGMENT AND RELEASE
STILLWATER PHASE 1A IMPROVEMENTS**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the ___ day of _____, 2021, by **Kirton Enterprises, Inc.**, having offices located at 4606 S. Clyde Morris Blvd., Suite 2-1, Port Orange, Florida 32129 (“**Contractor**”), in favor of the **Stillwater Community Development District (“District”)**, which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices at 2300 Glades Road #410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Master Trade Partner Agreement (Land) (Base Agreement)* (“**Contract**”) dated January 21, 2021, and between Contractor and Lennar Homes, LLC, a Delaware limited liability company (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

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

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

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

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is in the process of acquiring or has acquired certain Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately \$ \$53,672.80 (balance to finish & retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

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

KIRTON ENTERPRISES, INC.

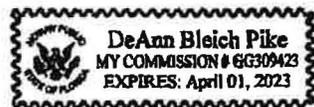
Rachelle Kirton

By: Rachelle Kirton

Its: VP

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of October, 2021, by Rachelle Kirton as VP of Kirton Enterprises who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

DeAnn Bleich Pike
NOTARY PUBLIC, STATE OF FLORIDA

Name: DeAnn Bleich Pike
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Contractor: Kirton Enterprises, Inc.

Contract: *Master Trade Partner Agreement (Land) (Base Agreement)*, dated January 21, 2021

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance to Finish
Entry Signage & Gates	\$397,633.00	\$333,340.20	\$53,672.80
TOTAL:	\$397,633.00	\$333,340.20	\$53,672.80

Hardscape: All hardscape, including but not limited to all signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements all located on portions of the real property more particularly described as Tracts C and F as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

**ACKNOWLEDGMENT AND RELEASE
STILLWATER PHASE 1A IMPROVEMENTS**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the ___ day of _____, 2021, by Florida ULS Operating, LLC d/b/a United Landscape Services, having offices located at 12428 San Jose Blvd., Suite 4, Jacksonville, Florida 32223 (“Contractor”), in favor of the Stillwater Community Development District (“District”), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices at 2300 Glades Road #410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Master Trade Partner Agreement (Land) (Base Agreement)* (“Contract”) dated February 8, 2021, and between Contractor and Lennar Homes, LLC, a Delaware limited liability company (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

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

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

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

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is in the process of acquiring or has acquired certain Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

EXHIBIT A

Contractor: Florida ULS Operating, LLC d/b/a United Landscape Services

Contract: *Master Trade Partner Agreement (Land) (Base Agreement)*, dated February 8, 2021

Improvement	CDD Eligible Amount	Amount Paid to Date	Balance to Finish
Landscaping	\$619,881.95	\$432,690.00	\$187,191.65
TOTAL:	\$619,881.95	\$432,690.00	\$187,191.65

Landscape/Irrigation: All landscape, including but not limited to plants, trees, timber, shrubbery, and other landscaping and plantings; and irrigation elements including but not limited to all pumps, lines, spray heads, and related system components all located on portions of the real property more particularly described as Tracts C and F as shown on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

Notwithstanding anything to the contrary herein, Contractor is owed approximately **\$187,191.65** (balance to finish & retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

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

**FLORIDA ULS OPERATING, LLC D/B/A UNITED
LANDSCAPE SERVICES**

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th day of October, 2021, by Jacque DuPont, as Office Mgr of FL ULS Op/United Landscap who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Tara M Ganson
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Tara M Ganson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



ACKNOWLEDGMENT AND RELEASE
STILLWATER PHASE 1A WORK PRODUCT

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 11th day of OCTOBER, 2021, by **Matthews Design Group, LLC**, having offices located at 2 WALDO STREET ("Professional"), in favor of the **Stillwater Community Development District** ("District"), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices at 2300 Glades Road #410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain agreement ("Contract") dated JUNE 25, 2019, as amended, and between Professional and WCI COMMUNITIES, a LLC ("Developer"), Professional has created for Developer certain work product, as described in **Exhibit A** ("Work Product"); and

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

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

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

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

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

MATTHEWS DESIGN GROUP, LLC



Alex R. Acree, P.E.

Florida Registration No. 23155

District Engineer

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of October, 2021, by Alex R. Acree, P.E. as consulting Engineer of Matthews Design Group, LLC and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Danielle Szalkowski
NOTARY PUBLIC, STATE OF Florida

Name: Danielle Szalkowski
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A

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

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Work Product/Consultant Soft Costs	\$382,151.00	\$382,151.00	\$0
TOTAL:	\$382,151.00	\$382,151.00	\$0

BILL OF SALE AND LIMITED ASSIGNMENT
STILLWATER PHASE 1A IMPROVEMENTS

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective the ____ day of _____, 2021, by and between **WCI Communities, LLC**, a Delaware limited liability company, with an address of 9440 Phillips Hwy, Suite 7, Jacksonville, Florida 33431 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Stillwater Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell Hunt & Associates, 2300 Glades Road #410W, Boca Raton, Florida 33431.

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

BACKGROUND STATEMENT

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

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:
 - a) **Stormwater** - All stormwater management systems, including but not limited to drainage access easements, lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components for the development, all located on portions of the real property more particularly described as Tracts D, G, J, and O (Stormwater Management Facilities) on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.
 - b) **Roadways** – Roadway improvements including paving, curb, gutter, storm piping, and sidewalks constructed in and for the development located in the public right-of-way known as Stillwater Boulevard, Round Robing Run and Greenie Bend more particularly described on the plat known as on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.
 - c) **Landscape/Hardscape** – All hardscape, including but not limited to all signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements; landscape, including but not limited to plants, trees, timber, shrubbery, and other landscaping and plantings; and irrigation elements including but not limited to all pumps, lines, spray heads, and related system components all located on portions of

the real property more particularly described as Tracts C and F on the plat known as on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

- d) **Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.
 - e) **Additional Rights** - All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
 3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an “as is” basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
 4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

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

Signed, sealed and delivered by:

WITNESS

WCI COMMUNITIES, LLC

By: [Signature]
Name: Ginny FEINER

By: [Signature]
Name: Dennis Mayher
Title: Director Land Development

By: [Signature]
Name: Kyler van der Osten

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of September, 2021 by Dennis Mayher, as Director Land Development of WCI Communities, LLC, who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

(NOTARY SEAL)



Gina Melton
Notary Public
State of Florida
Comm# HH085452
Expires 2/6/2025

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: Gina Melton
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

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

(This space reserved for Clerk)

HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the 30th day of SEPTEMBER, 2021, by and between **WCI Communities, LLC.**, a Delaware limited liability company ("**Grantor**"), whose mailing address is 9440 Phillips Hwy, Suite 7, Jacksonville, Florida 33431, and **Stillwater Community Development District**, a community development district formed pursuant to Chapter 190, Florida Statutes ("**Grantee**"), whose address is c/o Wrathell Hunt & Associates, 2300 Glades Road #410W, Boca Raton, Florida 33431.

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

WITNESSETH

THAT GRANTOR, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Johns, State of Florida, and more particularly below ("**Property**"):

Roads designated as Stillwater Boulevard, Round Robin Run, and Greenie Bend; Tracts A and B (75' Scenic Edges); Tracts D, G, J, and O (Stormwater Management Facilities); Tracts E, H, L, V, W, and X (Naturally Vegetative Upland Buffers); Tract I (Conservation Area); Tract S (Nature Preserve); and Tract U (Landscape Buffer) as identified on the plat known as *Stillwater Phase 1A*, recorded in the Official Records of St. Johns County, Florida at Plat Book 106, Pages 49 – 63.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

RESERVATION OF EASEMENT

Grantor hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress

and egress over, upon and across the Property conveyed hereby, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, which shall be conveyed upon completion by separate instrument, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

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

WITNESS

WCI COMMUNITIES, LLC

By: *Gina Melton*
Name: Gina PEINER

By: *Dennis Mayher*
Name: Dennis Mayher
Title: Director Land Development

By: *Kyler van der Ooster*
Name: Kyler van der Ooster

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of September, 2021 by Dennis Mayher, as Director Land Development of WCI Communities, LLC, who appeared before me this day in person, and who is either personally known to me, or produced WJA as identification.

(NOTARY SEAL)



Gina Melton
NOTARY PUBLIC, STATE OF FLORIDA

Name: Gina Melton
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

9D

**STILLWATER COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021
(2021 PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Stillwater 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 The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of March 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 12
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Hopping Green & Sams
119 S Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
- (D) Amount Payable: \$251.50
- (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):

#125791 – Review and respond to correspondence from Feiner regarding acquisition documents. Confer with Haber.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2021 Acquisition and Construction Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

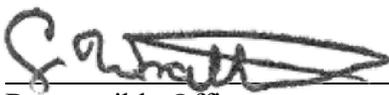
1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2021 Project;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

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

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

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

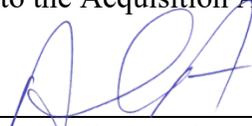
STILLWATER COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 12/8/2021

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

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2021 Project and is consistent with: (i) the Acquisition Agreement; (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2021 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2021 Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2021 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.


Consulting Engineer

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

October 31, 2021

Stillwater Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Bill Number 125791
Billed through 09/30/2021

Project Construction

STLCDD 00103 WSH

FOR PROFESSIONAL SERVICES RENDERED

09/29/21	WSH	Review and respond to correspondence from Feiner regarding acquisition documents.	0.50 hrs
09/29/21	KFJ	Review acquisition forms; confer with Haber.	0.70 hrs
Total fees for this matter			\$251.50

MATTER SUMMARY

Jusevitch, Karen F.- Paralegal	0.70 hrs	145 /hr	\$101.50
Haber, Wesley S.	0.50 hrs	300 /hr	\$150.00

TOTAL FEES \$251.50

TOTAL CHARGES FOR THIS MATTER **\$251.50**

BILLING SUMMARY

Jusevitch, Karen F.- Paralegal	0.70 hrs	145 /hr	\$101.50
Haber, Wesley S.	0.50 hrs	300 /hr	\$150.00

TOTAL FEES \$251.50

TOTAL CHARGES FOR THIS BILL **\$251.50**

Please include the bill number with your payment.

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

9E

**STILLWATER COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021
(2021 PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Stillwater 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 The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of March 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 13
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Hopping Green & Sams
119 S Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
- (D) Amount Payable: \$2,414.00
- (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):

#125622 – Review and preparation of acquisition documents.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2021 Acquisition and Construction Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

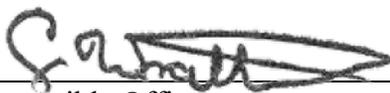
1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2021 Project;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

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

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

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

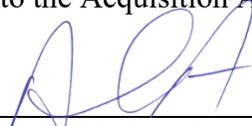
STILLWATER COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 12/8/2021

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

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2021 Project and is consistent with: (i) the Acquisition Agreement; (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2021 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2021 Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2021 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.



Consulting Engineer

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

September 17, 2021

Stillwater Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Bill Number 125622
Billed through 08/31/2021

Project Construction

STLCDD 00103 WSH

FOR PROFESSIONAL SERVICES RENDERED

08/10/21	WSH	Initial review of acquisition documents.	0.30 hrs
08/11/21	WSH	Review documents and confer with Acree regarding acquisition.	0.50 hrs
08/13/21	WSH	Review and respond to correspondence from Feiner regarding improvement descriptions.	0.40 hrs
08/16/21	KFJ	Prepare acquisition documents; confer with Haber.	4.30 hrs
08/17/21	KFJ	Continued preparation of acquisition documents; confer with Haber.	4.90 hrs
08/23/21	WSH	Prepare acquisition packages.	1.80 hrs
08/26/21	WSH	Review requisition documents; confer with Acree and Feiner regarding same.	0.60 hrs
Total fees for this matter			\$2,414.00

MATTER SUMMARY

Jusevitch, Karen F.- Paralegal	9.20 hrs	145 /hr	\$1,334.00
Haber, Wesley S.	3.60 hrs	300 /hr	\$1,080.00

TOTAL FEES \$2,414.00

TOTAL CHARGES FOR THIS MATTER \$2,414.00

BILLING SUMMARY

Jusevitch, Karen F.- Paralegal	9.20 hrs	145 /hr	\$1,334.00
Haber, Wesley S.	3.60 hrs	300 /hr	\$1,080.00

TOTAL FEES \$2,414.00

TOTAL CHARGES FOR THIS BILL \$2,414.00

Please include the bill number with your payment.

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

10

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

A. Stillwater Community Development District (“**Client**”)
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

B. Kutak Rock LLP (“**Kutak Rock**”)
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Wesley S. Haber	\$300
Associates	\$250-275
Paralegals	\$145

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

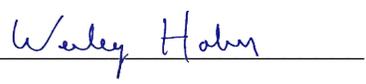
Accepted and Agreed to:

**STILLWATER COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Its: Chair

Date: 02/07/2022

KUTAK ROCK LLP

By: 
Its: Transition Partner

Date: 02/07/2022

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

11

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2022**

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 27,870	\$ -	\$ -	\$ 27,870
Investments				
Revenue	-	4,885	-	4,885
Reserve	-	431,615	-	431,615
Construction	-	-	9,221,571	9,221,571
Interest	-	250	-	250
Undeposited funds	2,348	4,690	-	7,038
Due from Landowner	11,763	-	-	11,763
Due from general fund	-	8,399	-	8,399
Prepaid expense	1,000	-	-	1,000
Total assets	<u>\$ 42,981</u>	<u>\$449,839</u>	<u>\$ 9,221,571</u>	<u>\$ 9,714,391</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 16,403	\$ -	\$ -	\$ 16,403
Due to debt service fund	8,399	-	-	8,399
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>30,802</u>	<u>-</u>	<u>-</u>	<u>30,802</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	11,763	-	-	11,763
Total deferred inflows of resources	<u>11,763</u>	<u>-</u>	<u>-</u>	<u>11,763</u>
Fund balances:				
Restricted for:				
Debt service	-	449,839	-	449,839
Capital projects	-	-	9,221,571	9,221,571
Unassigned	416	-	-	416
Total fund balances	<u>416</u>	<u>449,839</u>	<u>9,221,571</u>	<u>9,671,826</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 42,981</u>	<u>\$449,839</u>	<u>\$ 9,221,571</u>	<u>\$ 9,714,391</u>

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 23,394	\$ 484,840	5%
Lot closings	8,530	11,180	-	N/A
Total revenues	<u>8,530</u>	<u>34,574</u>	<u>484,840</u>	7%
EXPENDITURES				
Professional & administrative				
Supervisors	-	1,077	7,000	15%
Management/accounting/recording	4,000	16,000	48,000	33%
Legal	-	210	20,000	1%
Engineering	-	1,533	1,500	102%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	333	1,000	33%
Trustee	-	-	6,500	0%
Telephone	16	66	200	33%
Postage	18	18	500	4%
Printing & binding	42	167	500	33%
Legal advertising	-	121	1,500	8%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	29	407	500	81%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,188</u>	<u>25,107</u>	<u>99,790</u>	25%
Operations & maintenance				
Law enforcement:				
Security patrol	-	-	24,000	0%
Utilities:				
Electric	-	-	33,600	0%
Water/sewer	-	-	8,800	0%
Stormwater control:				
Stormwater system maintenance	-	-	6,900	0%
Aquatic maintenance	-	-	18,000	0%
Wetland monitoring/maintenance	-	-	13,800	0%
Other physical environment				
Field ops management	-	-	9,600	0%
Entrance gate contract	1,000	6,267	12,000	52%
Property insurance	-	-	22,000	0%
Landscape contract	-	-	150,000	0%
Irrigation repairs	-	-	21,600	0%
Landscape miscellaneous	-	-	9,600	0%
Mulch	-	-	5,900	0%
O&M accounting	312	1,250	3,750	33%
Holiday decorations	-	-	8,500	0%

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
General maintenance	-	-	10,000	0%
Road & street facilities				
Street sign repair and replacement	-	-	1,800	0%
Sidewalk repair & maintenance	-	-	2,400	0%
Street maintenance	-	-	10,800	0%
Contingency				
Miscellaneous contingency	-	-	12,000	0%
Total field operations	<u>1,312</u>	<u>7,517</u>	<u>385,050</u>	2%
Total expenditures	<u>5,500</u>	<u>32,624</u>	<u>484,840</u>	7%
Excess/(deficiency) of revenues over/(under) expenditures	3,030	1,950	-	
Fund balances - beginning	<u>(2,614)</u>	<u>(1,534)</u>	<u>-</u>	
Fund balances - ending	<u>\$ 416</u>	<u>\$ 416</u>	<u>\$ -</u>	

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED JANUARY 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 863,232	0%
Lot closings	13,089	17,974	-	N/A
Total revenues	<u>13,089</u>	<u>17,974</u>	<u>863,232</u>	2%
EXPENDITURES				
Debt service				
Principal	-	-	315,000	0%
Interest	-	369,848	644,942	57%
Total debt service	<u>-</u>	<u>369,848</u>	<u>959,942</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	13,089	(351,874)	(96,710)	
Fund balances - beginning	<u>436,750</u>	<u>801,713</u>	<u>801,463</u>	
Fund balances - ending	<u><u>\$ 449,839</u></u>	<u><u>\$ 449,839</u></u>	<u><u>\$ 704,753</u></u>	

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED JANUARY 31, 2022**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	-	5,182,675
Total expenditures	<u>-</u>	<u>5,182,675</u>
 Excess/(deficiency) of revenues over/(under) expenditures	-	(5,182,675)
 Fund balances - beginning	9,221,571	14,404,246
Fund balances - ending	<u><u>\$ 9,221,571</u></u>	<u><u>\$ 9,221,571</u></u>

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

12

DRAFT

**MINUTES OF MEETING
STILLWATER
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Stillwater Community Development District held a Regular Meeting on November 11, 2021, at 1:30 p.m., in the St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084.

Present were:

- | | |
|-------------------------------------|---------------------|
| Zenzi Rogers | Chair |
| James “Chris” Mayo | Vice Chair |
| Kyler von der Osten | Assistant Secretary |
| Michael Della Penta (via telephone) | Assistant Secretary |

Also present, were:

- | | |
|---------------------------|------------------|
| Kristen Suit | District Manager |
| Wes Haber (via telephone) | District Counsel |
| Bob Deahl | Lennar |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 1:59 p.m. Supervisors Rogers, Mayo and von der Osten were present, in person. Supervisor Feiner was not present and Supervisor Della Penta was attending via telephone.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Acceptance of Resignation of Supervisor Virginia Feiner; Seat 2; Term Expires November 2025

Ms. Suit presented the Notice of Tender of Resignation of Ms. Virginia Feiner.

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On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the Resignation Letter of Supervisor Feiner, dated November 4, 2021, was accepted.

FOURTH ORDER OF BUSINESS

Consider Appointment of Bob Deahl to Fill Unexpired Term of Seat 2

Ms. Rogers nominated Mr. Bob Deahl to fill Seat 2. No other nominations were made.

On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the appointment of Mr. Bob Deahl to Seat 2, Term Expires November 2025, was approved.

- **Administration of Oath of Office (the following to be provided in a separate package)**

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Bob Deahl. She provided and briefly described the following items:

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Chapter 190, Florida Statutes**
- D. Financial Disclosure Forms**
 - I. Form 1: Statement of Financial Interests**
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - III. Form 1F: Final Statement of Financial Interests**
- E. Form 8B: Memorandum of Voting Conflict**

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-01, Removing and Designating Certain Officers of the District, and Providing for an Effective Date

Ms. Suit presented Resolution 2022-01. The Resolution authorizes the removal of Ms. Feiner and Mr. Howard McGaffney as Assistant Secretaries, and the inclusion of Ms. Suit and

74 Mr. Deahl as Assistant Secretaries. Asked if she wished to keep the remaining slate as is, Ms.
75 Rogers replied affirmatively. Ms. Suit recapped the following slate of officers:

- 76 Zenzi Rogers Chair
- 77 Chris Mayo Vice Chair
- 78 Craig Wrathell Secretary
- 79 Kyler von der Osten Assistant Secretary
- 80 Michael Della Penta Assistant Secretary
- 81 Bob Deahl Assistant Secretary
- 82 Cindy Cerbone Assistant Secretary
- 83 Kristen Suit Assistant Secretary

84 No other nominations were made.

85

86 **On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor,**
87 **Resolution 2022-01, Removing and Designating Certain Officers of the District,**
88 **and Providing for an Effective Date, was adopted.**

89

90

91 **SIXTH ORDER OF BUSINESS**

Ratification of HGS Transition Letter

92

93 Ms. Suit presented the Hopping Green & Sams Transition Letter.

94 Mr. Haber stated a group of ten lawyers and staff would be leaving HGS to practice law
95 at a new firm called Kutak Rock LLP, a well-established firm which represents Special Districts,
96 with offices throughout the United States. There would be no change in the rate that the new
97 law firm would charge the District. Mr. Haber stated the transition letter was previously
98 executed by the Board Chair and asked the Board to grant authority to the Chair to execute a
99 new agreement with Kutak Rock LLP.

100

101 **On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the**
102 **HGS Transition Letter, and authorizing the Board Chair to execute a new**
103 **agreement with Kutak Rock LLP, effective November 15, 2021, was ratified.**

104

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107 SEVENTH ORDER OF BUSINESS Ratification of Requisitions

108

109 Ms. Suit presented the following requisitions:

- 110 A. Number 5: Stillwater CDD [3,156.50]
- 111 B. Number 6: Matthews Design Group [\$2,503.75]
- 112 C. Number 7: Hopping Green & Sams [180]
- 113 D. Number 8: Hopping Green & Sams [\$90]

114

115 On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor,
116 Requisition Numbers 5, 6, 7 and 8, were ratified

117

118

119 EIGHTH ORDER OF BUSINESS Approval of Unaudited Financial
120 Statements as of September 30, 2021

121

122 Ms. Suit presented the Unaudited Financial Statements as of September 30, 2021.

123

124 On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the
125 Unaudited Financial Statements as of September 30, 2021, were accepted.

126

127

128 NINTH ORDER OF BUSINESS Consideration of August 12, 2021 Public
129 Hearing and Regular Meeting Minutes

130

131 Ms. Suit presented the August 12, 2021 Public Hearing and Regular Meeting Minutes.

132

133 On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the
134 August 12, 2021 Public Hearing and Regular Meeting Minutes, as presented,
135 were approved.

136

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138 TENTH ORDER OF BUSINESS Staff Reports

139

- 140 A. District Counsel: *Hopping Green & Sams, P.A.*
- 141 • Statutory Changes from 2021 Legislative Session

142 Mr. Haber stated HGS previously circulated four different memorandums to the various
143 CDDs that it represented, outlining recent changes made in the laws related to each item. He
144 summarized each memorandum and provided recommendations, as follows:

145 **I. Publication of Legal Notices**

146 **II. Wastewater and Stormwater Needs Analysis**

147 Management should contact the District Engineer and request a proposal to prepare the
148 needs analysis, which is due June 30, 2022, and include it in an upcoming meeting agenda.

149 **III. Prompt Payment Policies**

150 Counsel prepared a resolution to incorporate the changes in the policies; this item
151 should be included in an upcoming meeting agenda for the Board to consider.

152 **IV. Public Records Exemptions**

153 **B. District Engineer: *Matthews Design Group***

154 There was no report.

155 **C. Field Operations Manager: *Evergreen Lifestyles Management***

156 Ms. Rogers stated the Field Operations Manager Contract has been changed from
157 Evergreen to Vesta and asked about the next steps that need to be taken. Mr. Haber stated the
158 termination of the Evergreen contract should be ratified, a new Vesta agreement should be
159 drafted and a motion authorizing the Board Chair to execute the new form of agreement with
160 Vesta must be made.

161
162 **On MOTION by Ms. Rogers and seconded by Mr. Deahl, with all in favor, the**
163 **termination of the Evergreen Lifestyles Management Contract, was ratified.**

164
165
166 **On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor,**
167 **consenting to the Vesta Field Operations Management Contract and**
168 **authorizing the Board Chair to execute the Form of Agreement once drafted,**
169 **was approved.**

170
171
172 **D. District Manager: *Wrathell, Hunt and Associates, LLC***

173 Ms. Suit would contact the District Engineer regarding the Needs Analysis and would ask
174 Ms. Gillyard to place the resolution for the Prompt Payment Policies in an upcoming agenda.

- 175 • **NEXT MEETING DATE: December 9, 2021 at 1:30 P.M.**

- 176 ○ **QUORUM CHECK**

177 The next meeting would be held on December 9, 2021.

178

179 **ELEVENTH ORDER OF BUSINESS**

Supervisors' Comments/Requests

180

181 In response to Ms. Rogers' question, Mr. Haber confirmed that the District's website can
182 be accessed by typing Stillwatercdd.net.

183 Ms. Rogers stated she was in the process of obtaining proposals for pond maintenance,
184 and asked about the next steps. Mr. Haber stated a motion should be made authorizing the
185 selection of a contractor and Ms. Rogers to enter into an agreement for pond maintenance
186 services to be ratified at the next meeting.

187

188 **On MOTION by Ms. Rogers and seconded by Mr. Deahl, with all in favor,**
189 **consenting to the selection of a pond maintenance contractor and authorizing**
190 **the Board Chair to enter into an agreement for pond maintenance services,**
191 **was approved.**

192

193

194 **TWELFTH ORDER OF BUSINESS**

Public Comments

195

196 No members of the public spoke.

197

198 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

199

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

201

202 **On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the**
203 **meeting adjourned at 2:23 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

13D

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084

**Matthews Design Group, 7 Waldo Street, St. Augustine, Florida 32084*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2021 CANCELED	Regular Meeting	1:30 PM
November 11, 2021	Regular Meeting	1:30 PM
December 9, 2021 CANCELED	Regular Meeting	1:30 PM
January 13, 2022 CANCELED	Regular Meeting	1:30 PM
February 10, 2022* CANCELED	Regular Meeting	10:30 AM
March 10, 2022*	Regular Meeting	10:30 AM
April 14, 2022*	Regular Meeting	10:30 AM
May 12, 2022*	Regular Meeting	10:30 AM
June 9, 2022*	Regular Meeting	10:30 AM
July 14, 2022*	Regular Meeting	10:30 AM
August 11, 2022*	Public Hearing & Regular Meeting	10:30 AM
September 8, 2022*	Regular Meeting	10:30 AM