

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

June 9, 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

June 2, 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 June 9, 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 2022-04, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2022-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
5. Ratification of United Land Service Agreement for the Provision of Landscape and Irrigation Maintenance Service
6. Ratification of Requisition No. 14: Kutak Rock LLP [\$150.00]
7. Discussion/Consideration of Draft Wastewater and Stormwater 20-Year Analysis
8. Approval of Unaudited Financial Statements as of April 30, 2022
9. Approval of March 10, 2022 Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Matthews Design Group*
 - C. Field Operations Manager: *Vesta Property Services, Inc.*

ATTENDEES:

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

PLEASE NOTE TIME AND LOCATION

D. District Manager: *Wrathell, Hunt and Associates, LLC*

I. 0 Registered Voters in District as of April 15, 2022

II. NEXT MEETING DATE: July 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

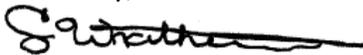
11. Supervisors' Comments/Requests

12. Public Comments

13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023, AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Stillwater Community Development District (the "Board") a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"); and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____
HOUR: 10:30 A.M.
LOCATION: Matthews Design Group
7 Waldo Street
St. Augustine, Florida 32084

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the proposed budget to St. Johns County at least sixty (60) days prior to the hearing set above.

4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved proposed budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

PASSED AND ADOPTED this 9th day of June, 2022.

ATTEST:

**STILLWATER COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2022/2023 Budget

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
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**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				FY 2023 Budget
	Adopted Budget FY 2022	Actual through 03/31/2022	Projected through 09/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$143,692
Allowable discounts (4%)	-				(5,748)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	137,944
Assessment levy: off-roll	-	-	-	-	365,971
Landowner contribution	484,840	36,199	426,534	462,733	-
Lot closings	-	26,193	-	26,193	-
Total revenues	<u>484,840</u>	<u>62,392</u>	<u>426,534</u>	<u>488,926</u>	<u>503,915</u>
EXPENDITURES					
Professional & administrative					
Supervisors	7,000	2,153	4,847	7,000	7,000
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	20,000	2,647	17,353	20,000	20,000
Engineering	1,500	1,533	-	1,533	1,500
Engineering - stormwater analysis	-	354	-	354	-
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	500	500	1,000	1,000
Trustee	6,500	-	6,500	6,500	6,500
Telephone	200	100	100	200	200
Postage	500	42	458	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	336	1,164	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	500	464	36	500	500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Property appraiser and tax collector	-	-	-	-	2,874
Total professional & administrative	<u>99,790</u>	<u>37,554</u>	<u>62,123</u>	<u>99,677</u>	<u>102,664</u>

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				FY 2023 Budget
	Adopted Budget FY 2022	Actual through 03/31/2022	Projected through 09/30/2022	Total Actual & Projected	
Operations & maintenance					
Security					
Security patrol	24,000	336	23,664	24,000	24,720
Utilities:					
Electric	33,600	-	33,600	33,600	33,600
Phone	-	-	-	-	1,920
Water/sewer	8,800	-	8,800	8,800	8,800
Stormwater control:					
Stormwater system maintenance	6,900	-	6,900	6,900	6,900
Aquatic maintenance	18,000	-	20,665	20,665	18,000
Wetland monitoring/maintenance	13,800	6,820	6,980	13,800	13,800
Other physical environment					
Field ops management	9,600	-	9,600	9,600	9,600
Entrance gate contract	12,000	9,765	2,235	12,000	25,560
Property insurance	22,000	-	22,000	22,000	22,000
Landscape contract	150,000	12,572	137,428	150,000	150,000
Irrigation repairs	21,600	-	21,600	21,600	21,600
Landscape miscellaneous	9,600	-	9,600	9,600	9,600
Mulch	5,900	-	5,900	5,900	5,900
O&M accounting	3,750	1,875	1,875	3,750	3,750
Holiday decorations	8,500	-	8,500	8,500	8,500
General maintenance	10,000	-	10,000	10,000	10,000
Road & street facilities					
Street sign repair and replacement	1,800	-	1,800	1,800	1,800
Sidewalk repair & maintenance	2,400	-	2,400	2,400	2,400
Street maintenance	10,800	-	10,800	10,800	10,800
Contingency					
Miscellaneous contingency	12,000	-	12,000	12,000	12,000
Total field operations	<u>385,050</u>	<u>31,368</u>	<u>356,347</u>	<u>387,715</u>	<u>401,250</u>
Total expenditures	<u>484,840</u>	<u>68,922</u>	<u>418,470</u>	<u>487,392</u>	<u>503,914</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(6,530)	8,064	1,534	1
Fund balance - beginning (unaudited)	-	(1,534)	(8,064)	(1,534)	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(8,064)	-	-	1
Fund balance - ending	<u>\$ -</u>	<u>\$ (8,064)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1</u>

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 7,000
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	20,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	1,500
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit*	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Property appraiser and tax collector	2,874

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Operations & maintenance

Security	
Security patrol	24,720
Utilities:	
Electric	33,600
Phone	1,920
Water/sewer	8,800
Stormwater control:	
Stormwater system maintenance	6,900
Aquatic maintenance	18,000
Wetland monitoring/maintenance	13,800
Other physical environment	
Field ops management	9,600
Entrance gate contract	25,560
Property insurance	22,000
Landscape contract	150,000
Irrigation repairs	21,600
Landscape miscellaneous	9,600
Mulch	5,900
O&M accounting	3,750
Holiday decorations	8,500
General maintenance	10,000
Road & street facilities	
Street sign repair and replacement	1,800
Sidewalk repair & maintenance	2,400
Street maintenance	10,800
Contingency	
Miscellaneous contingency	12,000
Total expenditures	<u><u>\$ 503,914</u></u>

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021
FISCAL YEAR 2023**

	Fiscal Year 2022				FY 2023 Budget
	Adopted Budget FY 2022	Actual through 03/31/2022	Projected through 09/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll	\$ -				\$ 282,801
Allowable discounts (4%)	-				(11,312)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	271,489
Assessment levy: off-roll	863,232	-	813,745	813,745	597,399
Lot closings	-	49,487	-	49,487	-
Total revenues	<u>863,232</u>	<u>49,487</u>	<u>813,745</u>	<u>863,232</u>	<u>868,888</u>
EXPENDITURES					
Debt service					
Principal	315,000	-	315,000	315,000	320,000
Interest	644,942	369,848	275,094	644,942	542,706
Total expenditures	<u>959,942</u>	<u>369,848</u>	<u>590,094</u>	<u>959,942</u>	<u>868,362</u>
Excess/(deficiency) of revenues over/(under) expenditures	(96,710)	(320,361)	223,651	(96,710)	526
Fund balance:					
Beginning fund balance (unaudited)	801,463	801,713	481,352	801,713	705,003
Ending fund balance (projected)	<u>\$704,753</u>	<u>\$ 481,352</u>	<u>\$ 705,003</u>	<u>\$ 705,003</u>	<u>705,529</u>
Use of fund balance:					
Debt service reserve account balance (required)					(431,616)
Interest expense - December 15, 2023					(267,553)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 6,360</u>

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
12/15/22			271,353.13	271,353.13	15,190,000.00
06/15/23	320,000.00	2.375%	271,353.13	591,353.13	14,870,000.00
12/15/23			267,553.13	267,553.13	14,870,000.00
06/15/24	330,000.00	2.375%	267,553.13	597,553.13	14,540,000.00
12/15/24			263,634.38	263,634.38	14,540,000.00
06/15/25	340,000.00	2.375%	263,634.38	603,634.38	14,200,000.00
12/15/25			259,596.88	259,596.88	14,200,000.00
06/15/26	345,000.00	2.375%	259,596.88	604,596.88	13,855,000.00
12/15/26			255,500.00	255,500.00	13,855,000.00
06/15/27	355,000.00	3.000%	255,500.00	610,500.00	13,500,000.00
12/15/27			250,175.00	250,175.00	13,500,000.00
06/15/28	365,000.00	3.000%	250,175.00	615,175.00	13,135,000.00
12/15/28			244,700.00	244,700.00	13,135,000.00
06/15/29	375,000.00	3.000%	244,700.00	619,700.00	12,760,000.00
12/15/29			239,075.00	239,075.00	12,760,000.00
06/15/30	390,000.00	3.000%	239,075.00	629,075.00	12,370,000.00
12/15/30			233,225.00	233,225.00	12,370,000.00
06/15/31	400,000.00	3.000%	233,225.00	633,225.00	11,970,000.00
12/15/31			227,225.00	227,225.00	11,970,000.00
06/15/32	415,000.00	3.500%	227,225.00	642,225.00	11,555,000.00
12/15/32			219,962.50	219,962.50	11,555,000.00
06/15/33	430,000.00	3.500%	219,962.50	649,962.50	11,125,000.00
12/15/33			212,437.50	212,437.50	11,125,000.00
06/15/34	445,000.00	3.500%	212,437.50	657,437.50	10,680,000.00
12/15/34			204,650.00	204,650.00	10,680,000.00
06/15/35	460,000.00	3.500%	204,650.00	664,650.00	10,220,000.00
12/15/35			196,600.00	196,600.00	10,220,000.00
06/15/36	475,000.00	3.500%	196,600.00	671,600.00	9,745,000.00
12/15/36			188,287.50	188,287.50	9,745,000.00
06/15/37	495,000.00	3.500%	188,287.50	683,287.50	9,250,000.00
12/15/37			179,625.00	179,625.00	9,250,000.00
06/15/38	510,000.00	3.500%	179,625.00	689,625.00	8,740,000.00
12/15/38			170,700.00	170,700.00	8,740,000.00
06/15/39	530,000.00	3.500%	170,700.00	700,700.00	8,210,000.00
12/15/39			161,425.00	161,425.00	8,210,000.00
06/15/40	545,000.00	3.500%	161,425.00	706,425.00	7,665,000.00
12/15/40			151,887.50	151,887.50	7,665,000.00
06/15/41	565,000.00	3.500%	151,887.50	716,887.50	7,100,000.00
12/15/41			142,000.00	142,000.00	7,100,000.00
06/15/42	590,000.00	4.000%	142,000.00	732,000.00	6,510,000.00
12/15/42			130,200.00	130,200.00	6,510,000.00
06/15/43	610,000.00	4.000%	130,200.00	740,200.00	5,900,000.00
12/15/43			118,000.00	118,000.00	5,900,000.00
06/15/44	640,000.00	4.000%	118,000.00	758,000.00	5,260,000.00
12/15/44			105,200.00	105,200.00	5,260,000.00
06/15/45	665,000.00	4.000%	105,200.00	770,200.00	4,595,000.00

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
12/15/45			91,900.00	91,900.00	4,595,000.00
06/15/46	690,000.00	4.000%	91,900.00	781,900.00	3,905,000.00
12/15/46			78,100.00	78,100.00	3,905,000.00
06/15/47	720,000.00	4.000%	78,100.00	798,100.00	3,185,000.00
12/15/47			63,700.00	63,700.00	3,185,000.00
06/15/48	750,000.00	4.000%	63,700.00	813,700.00	2,435,000.00
12/15/48			48,700.00	48,700.00	2,435,000.00
06/15/49	780,000.00	4.000%	48,700.00	828,700.00	1,655,000.00
12/15/49			33,100.00	33,100.00	1,655,000.00
06/15/50	810,000.00	4.000%	33,100.00	843,100.00	845,000.00
12/15/50			16,900.00	16,900.00	845,000.00
06/15/51	845,000.00	4.000%	16,900.00	861,900.00	-
Total	15,190,000.00		10,050,825.04	25,240,825.04	

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

On-Roll Assessments					
					FY 2022
<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2023 O&M Assessment per Unit</u>	<u>FY 2023 DS Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>	<u>Total Assessment per Unit</u>
SF 40'	32	\$ 970.89	\$ 1,558.61	\$ 2,529.50	n/a
SF 50'	106	970.89	2,079.88	3,050.77	n/a
Villa	10	970.89	1,245.84	2,216.73	n/a
Total	148				

Off-Roll Assessments					
					FY 2022
<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2023 O&M Assessment per Unit</u>	<u>FY 2023 DS Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>	<u>Total Assessment per Unit</u>
SF 40'	176	\$ 912.64	\$ 1,465.09	\$ 2,377.73	\$ 2,348.23
SF 50'	97	912.64	1,955.09	2,867.73	2,838.23
Villa	128	912.64	1,171.09	2,083.73	2,054.23
Total	401				

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2022-05

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 FISCAL YEAR 2022/2023 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 2022/2023 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 9TH DAY OF JUNE, 2022.

ATTEST:

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

STILLWATER COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
<i>Matthews Design Group, 7 Waldo Street, St. Augustine, Florida 32084</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2022	Regular Meeting	10:30 AM
November 10, 2022	Regular Meeting	10:30 AM
December 8, 2022	Regular Meeting	10:30 AM
January 12, 2023	Regular Meeting	10:30 AM
February 9, 2023	Regular Meeting	10:30 AM
March 9, 2023	Regular Meeting	10:30 AM
April 13, 2023	Regular Meeting	10:30 AM
May 11, 2023	Regular Meeting	10:30 AM
June 8, 2023	Regular Meeting	10:30 AM
July 13, 2023	Regular Meeting	10:30 AM
August 10, 2023	Public Hearing & Regular Meeting	10:30 AM
September 14, 2023	Regular Meeting	10:30 AM

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

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**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 10th 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.

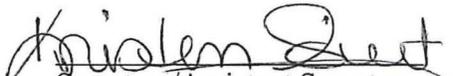
31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation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

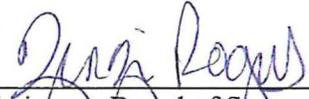
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IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

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)

Benjamin J. Grece
(Print Name of Witness)


By: MARK J. SHEME
Its: BRANCH MANAGER

Exhibit A – Scope of Work
Exhibit B – Maintenance Map

EXHIBIT A

Scope of Services Summary

Annual Maintenance Outline

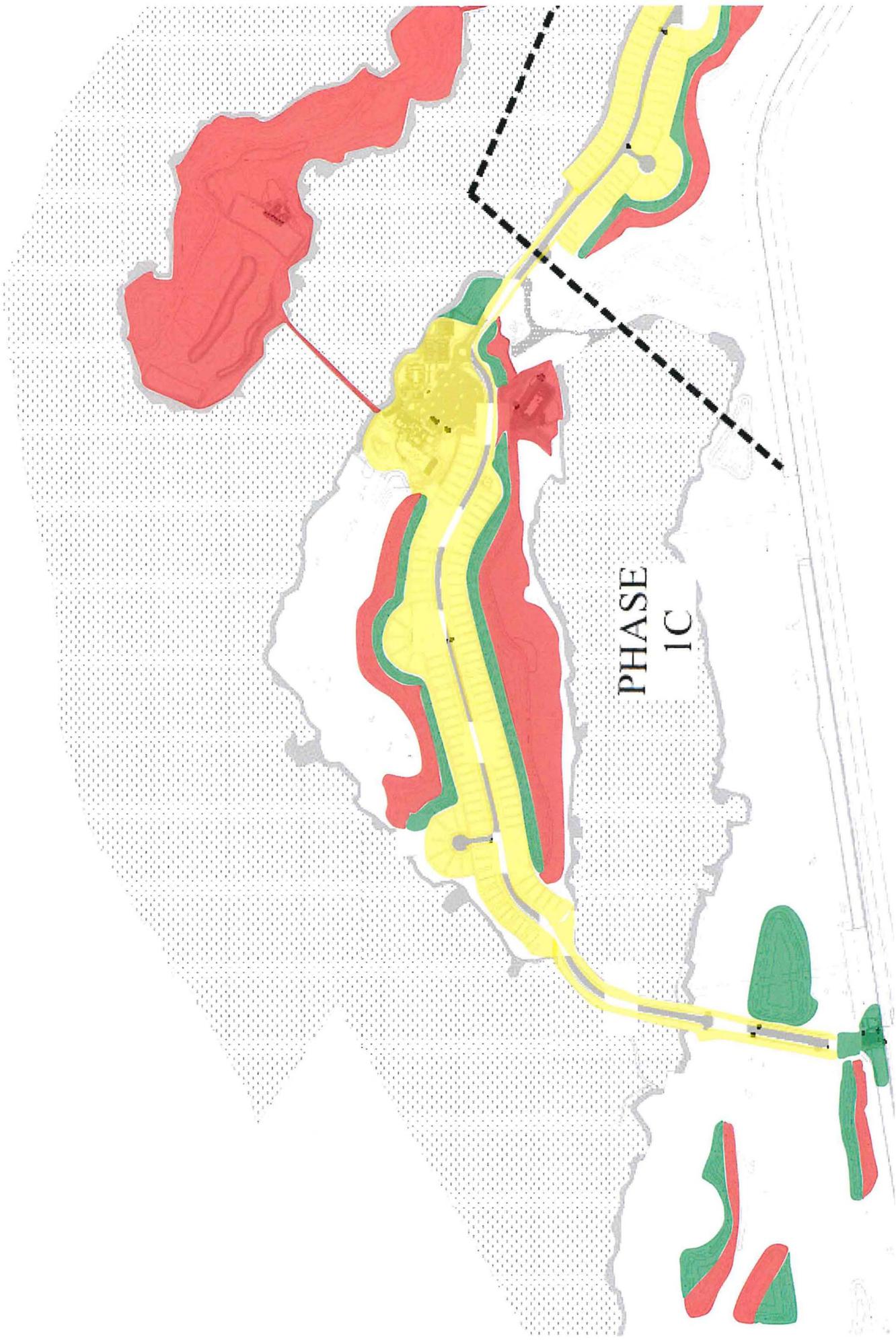
To maintain a high-level of service for your property, we plan carefully and intentionally to anticipate the needs of your property. Our team of experienced professionals have a keen attention to detail. Please ask if you have any questions about our visits or frequencies.

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



PHASE
1C

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

6

**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: 14
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Kutak Rock, LLP
- (D) Amount Payable: \$150.00
- (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):

Acquisition dated January 31, 2022 – Professional Legal Services
- (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.

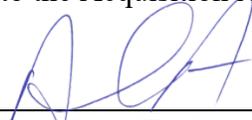
STILLWATER COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: _____

**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

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

January 31, 2022

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 2979657

Client Matter No. 19423-3

Stillwater Community Development

Wrathell, Hunt & Associates, LLC

Suite 410W

2300 Glades Road

Boca Raton, FL 33431

Invoice No. 2979657

19423-3

Re: Project Construction

For Professional Legal Services Rendered

11/15/21	W. Haber	0.30	90.00	Review requisition and confer with Ms. Shackman regarding same
12/29/21	W. Haber	0.20	60.00	Confer with Ms. Feiner regarding bill of sale for JEA
TOTAL HOURS		0.50		
TOTAL FOR SERVICES RENDERED				\$150.00
TOTAL CURRENT AMOUNT DUE				<u>\$150.00</u>

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

7

Stillwater CDD Wastewater & Stormwater 20-Year Analysis

1. Cover Letter & Brief Narrative
2. Analysis Spreadsheet
3. Optional Growth Rate Operations & Maintenance Schedule
4. Exhibits:
 - A. FL Statute for Stormwater & Wastewater 20-year Needs Analysis
 - B. Adopted Budget
 - C. Stillwater CDD Population Estimate
 - D. Ordinance establishing Stillwater CDD
 - E. Boundary and Utility Maps



Stillwater CDD Wastewater & Stormwater 20-year Analysis Narrative

The 2021 Legislative session for the State of Florida established new requirements for local governments to adopt a regular 20-year stormwater and wastewater analysis of their systems. This new analysis is adopted in Sections 403.9301 & 403.9302, the new language is included in this report as **Exhibit A**. The following questions, when addressed in association with the attached 20-year Analysis spreadsheet, comply with the requirements of new legislation:

(a) A detailed description of the facilities used to provide wastewater services.

By formation of the CDD jurisdiction in 2020, wastewater and similar public infrastructure shall be funded by current and future property owners within the CDD. The purpose of the approach is to remove private entities and reduce burden on governing state and local agencies. Residents get prioritized for establishing public services with greater attention to their needs, assures that infrastructure development will be built concurrently with land development, and the CDD is the sole form of local governance established to provide landowners within district with planning and construction of short-term and long-term maintenance of public facilities. The CDD is comprised of the following primary facilities related to wastewater and stormwater control:

- 16 Storage basins
- 10 level control structures
- 3 lift stations
- Approximately 825 feet of conveyances & 25,769 feet of buried culvert.

The fiscal budget recently adopted by the CDD, determines the expenditure and existing funds for operations and maintenance of wastewater and stormwater facilities. The CDD annual fiscal budgets going back to 2021 are included as **Exhibit B**.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

Population calculations and census data used to establish the following estimates are included as **Exhibit C**. The Stillwater CDD is estimated to support no more than approximately 1922 people. The existing population is estimated at 158. The service area includes a projected 549 housing unit connections. Based on the most recent growth rates of the CDD, it will not reach its maximum population by 2042, with an estimated population of 1766 persons in 2042. This estimate is based off the existing housing stock in the Stillwater CDD and estimated household inhabitants' population per CDD Ordinance 2020-49 establishing the CDD (**Exhibit D**). The ordinance estimates that housing units will have 3.5 persons per dwelling. The growth rate is based on the current rate of population growth in the past two years since establishment of the CDD. The growth rate decreases at the same proportionate rate as estimated for St. Johns County in the optional population growth rate schedule.



The total population served in 5-year increments is as follows:

2022-23 to 2026-27 total population: 365

2027-28 to 2031-32 total population: 693

2032-33 to 2036-37 total population: 1152

2037-38 to 2041-42 total population: 1766

(c) The current and projected service area for wastewater services.

The existing wastewater and stormwater system serves approximately 45 single family lots, with an estimated 549 single family lots by completion of the subdivision on approximately 728.78 acres. The property is generally located just north of County Road 210 and approximately 1 mile west of County Road 2209. There is not any proposed expansion of the service area nor is any expansion of the service area projected within the next 20 years. A set of maps displaying boundaries and utility structures, from Ordinance 2020-49, as well as the grading and drainage plan for the service area has been included separately as Exhibit E.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

The Stillwater CDD is a newly established CDD that utilizes revenue from assessments of all platted lots to fund operation and maintenance of the wastewater and stormwater system. The entire subdivision is still under construction and as a result the following estimates are early projections. As previously noted, the budget utilized for establishing a basis of O&M responsibilities are included in Exhibit B. Additionally, the optional growth rate schedule provided by the Office of Economic and Demographic Research was used to calculate 5-year increment projections. The operations and maintenance forecast of the stormwater and wastewater facilities are as follows:

LFY 2021-2022: \$41,226

2022-23 to 2026-27 total cost projection: \$224,762

2027-28 to 2031-32 total cost projection: \$251,628 (10.68% growth)

2032-33 to 2036-37 total cost projection: \$274,377 (8.29% growth)

2037-38 to 2041-42 total cost projection: \$294,586 (6.86% growth)

(e) The estimated remaining useful life of each facility or its major components.

The stormwater and wastewater facilities of the Stillwater CDD are either not established or under construction, and do not have an estimated end of useful life. At this time, consideration of capital reserves for future lifecycle replacement items has not been considered but the governing board of the



CDD will establish a capital reserves account to replace/repair lifecycle items in 2027. The governing board anticipates any components or facility will have a committed funding source from the CDD.

(f) 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.

As previously referenced, the annual fiscal budget determines expenditures for stormwater and wastewater systems. The CDD was established by ordinance in 2020, with operation beginning around 2021. As a result, a 5-year history of annual contributions is unavailable. All O&M for the CDD are directly funded by non-ad valorem assessments of platted lots. Reference Exhibit B for breakdown of annual contributions and expenditures, more specifically.

(g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

The local government, Stillwater CDD, will fund any proposed maintenance and replacement projects. The annual contribution from assessment of platted lots will cover the aforementioned projects and O&M in perpetuity. Based on analysis of the current infrastructure system there are not any projected funding gaps nor any projected expansion projects. As previously noted, the CDD is newly established and under construction. The current estimated construction cost for components of the stormwater and wastewater systems is \$19,270,408, as provided in the optional growth rate schedule. Construction of system is estimated to be completed by 2027.

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document.

Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (i.e., FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	Stillwater Community
Name of stormwater utility, if applicable:	Jacksonville Electric Authority
Contact Person	Wrathell, Hunt & Associates
Name:	Ernesto Torres
Position/Title:	Manager
Email Address:	torrese@whhassociates.com
Phone Number:	904-295-5714

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWWMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

As outlined in Ordinance 2020-49, establishing the Stillwater Community Development District, stormwater and similar public infrastructure shall be funded by taxpayers within the CDD. The purpose of the approach is to remove private entities and reduce burden on governing agencies. Residents get prioritized for establishing public services with greater attention to their needs, assures that infrastructure development will be built concurrently with land development, and the CDD is the sole form of local governance

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise				
						Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit? No

If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility? Yes

If no, do you have another funding mechanism?

If yes, please describe your funding mechanism.

CDD property owners
- Does your jurisdiction have a Stormwater Master Plan or Plans? Yes

If Yes:

How many years does the plan(s) cover? N/A

Are there any unique features or limitations that are necessary to understand what the plan does or does not address?

The new development has approved construction plans for immediate development of the stormwater system. The plans do not consider changes in a 20-year time period.

Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure? No

If Yes, does it include 100% of your facilities?

If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	Yes
An illicit discharge inspection and elimination program?	Yes
A public education program?	Yes
A program to involve the public regarding stormwater issues?	No
A “housekeeping” program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, <i>etc.</i> ?	No
A stormwater ordinance compliance program (<i>i.e.</i> , for low phosphorus fertilizer)?	No
Water quality or stream gage monitoring?	No
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, <i>etc.</i>)?	No
A system for managing stormwater complaints?	Yes
Other specific activities?	

Notes or Comments on any of the above:

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)?

Yes

Notes or Comments on the above:

CDD internally funds operation and maintenance activity

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No):

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	Yes
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	Yes
Invasive plant management associated with stormwater infrastructure?	Yes
Ditch cleaning?	Yes
Sediment removal from the stormwater system (vacator trucks, other)?	Yes
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	Yes
Street sweeping?	No
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	Yes
Non-structural programs like public outreach and education?	No
Other specific routine activities?	

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:	25,769.00	Feet
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:	825.00	Feet
Estimated number of storage or treatment basins (<i>i.e.</i> , wet or dry ponds):	16	
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :	N/A	
Number of chemical treatment systems (<i>e.g.</i> , alum or polymer injection):	N/A	
Number of stormwater pump stations:	N/A	
Number of dynamic water level control structures (<i>e.g.</i> , operable gates and weirs that control canal water levels):	10	
Number of stormwater treatment wetland systems:	N/A	
Other:		

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes	No	No
Rain gardens	No	No
Green roofs	No	No
Pervious pavement/pavers	No	No
Littoral zone plantings	Yes	Yes
Living shorelines	No	No
Other Best Management Practices:		
Vegetative Natural Buffers	Yes	Yes

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
 - GIS program
 - MS4 permit application
 - Aerial photos
 - Past or ongoing budget investments
 - Water quality projects
- Other(s):
- engineering plan CAD data

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government’s population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district’s boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

St. Johns County

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Stormwater Service Area does not exceed CDD boundary

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.*, the expiration of an interlocal agreement, introduction of an independent special district, *etc.*).

Size is not changing from the existing boundaries

[Proceed to Part 5](#)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects.

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs	41,226	224,762	251,628	274,377	294,586
Brief description of growth greater than 15% over any 5-year period:					
Growth not anticipated to exceed 15% with 20-year projections					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project’s remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, *etc.* Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, *etc.*, that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A	N/A	N/A	N/A	N/A	N/A

5.2.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A	N/A	N/A	N/A	N/A	N/A

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A	N/A	N/A	N/A	N/A	N/A

5.3.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A	N/A	N/A	N/A	N/A	N/A

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

<input type="checkbox"/>	Stormwater Master Plan
<input type="checkbox"/>	Basin Studies or Engineering Reports
<input type="checkbox"/>	Adopted BMAP
<input type="checkbox"/>	Adopted Total Maximum Daily Load
<input type="checkbox"/>	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify: CDD is under construction; expansion of projects will be identified after new systems have been evaluated.
<input checked="" type="checkbox"/>	Other(s):

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Project Name	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A	N/A	N/A	N/A	N/A	N/A

Project Name	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A	N/A	N/A	N/A	N/A	N/A

- Has a vulnerability assessment been completed for your jurisdiction’s storm water system? No
 - If no, how many facilities have been assessed? N/A
- Does your jurisdiction have a long-range resiliency plan of 20 years or more? No
 - If yes, please provide a link if available:
 - If no, is a planning effort currently underway? No

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A	N/A	N/A	N/A	N/A	N/A

End of Useful Life Replacement Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A	N/A	N/A	N/A	N/A	N/A

Part 7.0 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. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17	N/A						
2017-18	N/A						
2018-19	N/A						
2019-20	N/A						
2020-21	40,000	40,000					

Expansion

Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17	N/A						
2017-18	N/A						
2018-19	N/A						
2019-20	N/A						
2020-21	N/A						

Resiliency

Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17	N/A						
2017-18	N/A						
2018-19	N/A						
2019-20	N/A						
2020-21	N/A						

Replacement of Aging Infrastructure

Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17	N/A						
2017-18	N/A						
2018-19	N/A						
2019-20	N/A						
2020-21	N/A						

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	224,762	251,628	274,377	294,586
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	224,762	251,628	274,377	294,586

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
No new strategies				
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

Population Estimate Tool

This population forecast is based on the Florida Demographic Estimating Conference's official April 1, 2020, population estimate and the 2020-2045 county population forecast. The April 1, 2020, estimate does not include inmates or patients residing in the institutions listed in section 186.901(2), Florida Statutes. These estimates were adopted in March, 2021, by the Florida Demographic Estimating Conference.

The 2020 estimate for either a municipality or the unincorporated portion of a county is grown by a county-level growth rate, which is the compound annual growth rate based on the quinquennial county estimates.

For municipalities, the correct county must be chosen for the growth rate calculations to appear.* The four multi-county municipalities may choose either of their two counties to base their growth rate on.

Please select your county:

St. Johns County

Select your jurisdiction type:

County

Unincorporated St. Johns County

2020 Population Estimate	239,602
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Year	Population Growth Rate for County	Population Projection
2020		239,602
2021	3.06%	246,945
2022	3.06%	254,513
2023	3.06%	262,312
2024	3.06%	270,351
2025	3.06%	278,636
2026	2.26%	284,929
2027	2.26%	291,364
2028	2.26%	297,944
2029	2.26%	304,673
2030	2.26%	311,554
2031	1.72%	316,915
2032	1.72%	322,367
2033	1.72%	327,914
2034	1.72%	333,556
2035	1.72%	339,295

2036	1.42%	344,121
2037	1.42%	349,015
2038	1.42%	353,979
2039	1.42%	359,013
2040	1.42%	364,119
2041	1.21%	368,539
2042	1.21%	373,013

* Jacksonville's current and projected estimates are classified under "county" and labeled "Unincorporated Duval County."

Operation & Maintenance Expenditure Forecast: Consumer Price Index

General Instructions:

Fill in one of the cells highlighted green.

Enter the **most recent** O&M expenditure data you have, for either 2021-2022 or, lacking that, 2020-2021.

The cells highlighted yellow in the "Forecast Aggregated into 5-Year Increments for Part 5.1" table can be copied and pasted into Part 5.1 of the Stormwater Template.

Further Adjustments:

The "CPI Data & Expenditure Forecast Calculation" table will automatically estimate future O&M expenditures using the Consumer Price Index (All Urban, Seasonally Adjusted) forecast.

If you expect a large change in expenditures in a future year, you may enter a value in the "Adjustments (in \$ thousands)" column if you expect a large jump or fall in a particular year.

If that change causes an increase of 15% or more in one of the 5-year increments, the 5-year growth rate below the Part 5.1 table will be highlighted red. Please describe the cause of this expenditure growth in your response on the main template.

Enter O&M Expenditures

Local Fiscal Year	Expenditures
2020 - 2021	\$40,000
2021 - 2022	\$41,226

Local Fiscal Year	Forecast Growth
2021 - 2022	2.90%

Forecast Aggregated into 5-Year Increments for Part 5.1

Routine Operation and Maintenance

	Expenditures				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Copy and paste as text into table:	\$ 41,226	\$ 219,448	\$ 245,885	\$ 276,853	\$ 311,698

Brief Description Required with +15% Growth		10.75%	11.19%	11.18%
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CPI Data & Expenditure Forecast Calculation

	CPI Forecast, Local Fiscal Year			Expenditure Forecast Calculation		
	Local Fiscal Year	Consumer Price Index, All-Urban	Growth Rate	Expected Expenditures	Adjustments (in \$ thousands)	Expenditure Forecast
History and National Forecast	2021 - 2022	2.734	2.90%	41,226		41,226
	2022 - 2023	2.790	2.05%	42,069		42,069
	2023 - 2024	2.849	2.09%	42,947		42,947
	2024 - 2025	2.909	2.11%	43,855		43,855
	2025 - 2026	2.971	2.14%	44,793		44,793
	2026 - 2027	3.037	2.21%	45,784		45,784
	2027 - 2028	3.107	2.33%	46,850		46,850
	2028 - 2029	3.183	2.43%	47,987		47,987
	2029 - 2030	3.261	2.46%	49,165		49,165
	2030 - 2031	3.339	2.40%	50,346		50,346
Projected Growth Based on 5-Year Rolling Average	2031 - 2032	3.418	2.37%	51,537		51,537
	2032 - 2033	3.500	2.40%	52,772		52,772
	2033 - 2034	3.584	2.41%	54,043		54,043
	2034 - 2035	3.671	2.41%	55,343		55,343
	2035 - 2036	3.759	2.40%	56,669		56,669
	2036 - 2037	3.849	2.39%	58,026		58,026
	2037 - 2038	3.941	2.40%	59,419		59,419
	2038 - 2039	4.036	2.40%	60,845		60,845
	2039 - 2040	4.132	2.40%	62,305		62,305
	2040 - 2041	4.232	2.40%	63,799		63,799
2041 - 2042	4.333	2.40%	65,330		65,330	

Operation & Maintenance Expenditure Forecast: Population

General Instructions:

Fill in the cells highlighted green.

Enter your jurisdiction's county, type, and, if applicable, municipality name.

For municipalities, the correct county must be chosen for the growth rate calculations to appear. The four multi-county municipalities may choose either of their two counties to base their growth rate on.

Enter the **most recent** O&M expenditure data you have, for either 2021-2022 or, lacking that, 2020-2021.

The cells highlighted yellow in the "Forecast Aggregated into 5-Year Increments for Part 5.1" table can be copied and pasted into Part 5.1 of the Stormwater Template.

Further Adjustments:

The "Population Data & Expenditure Forecast Calculation" table will automatically estimate future O&M expenditures using the county population forecast growth rate. See the Annual Population Growth tab for further information.

If you expect a large change in expenditures in a future year, you may enter a value in the "Adjustments (in \$ thousands)" column if you expect a large jump or fall in a particular year.

If that change causes an increase of 15% or more in one of the 5-year increments, the 5-year growth rate below the Part 5.1 table will be highlighted red. Please describe the cause of this expenditure growth in your response on the main template.

Enter Jurisdiction Information

Please select your county:

St. Johns County

Select your jurisdiction type:

County

Enter O&M Expenditures

Local Fiscal Year	Expenditures
2020 - 2021	\$40,000
2021 - 2022	\$41,226

Population Estimate Timing	Growth Rate
April 1, 2022	3%

Forecast Aggregated into 5-Year Increments for Part 5.1

Routine Operation and Maintenance

Expenditures

	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Copy and paste as text into table:	41,226	224,762	251,628	274,377	294,586

Brief Description Required with +15% Growth		10.68%	8.29%	6.86%
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Population Data & Expenditure Forecast Calculation

Population Estimates			Expenditure Forecast Calculation		
Local Fiscal Year	Growth Rate	Population Estimate	Expected Expenditures	Adjustments (in \$ thousands)	Expenditure Forecast
2020 - 2021		246,945			
2021 - 2022	3.06%	254,513	\$ 41,226		\$ 41,226
2022 - 2023	3.06%	262,312	\$ 42,489		\$ 42,489
2023 - 2024	3.06%	270,351	\$ 43,791		\$ 43,791
2024 - 2025	3.06%	278,636	\$ 45,133		\$ 45,133
2025 - 2026	2.26%	284,929	\$ 46,153		\$ 46,153
2026 - 2027	2.26%	291,364	\$ 47,195		\$ 47,195
2027 - 2028	2.26%	297,944	\$ 48,261		\$ 48,261
2028 - 2029	2.26%	304,673	\$ 49,351		\$ 49,351
2029 - 2030	2.26%	311,554	\$ 50,465		\$ 50,465
2030 - 2031	1.72%	316,915	\$ 51,334		\$ 51,334
2031 - 2032	1.72%	322,367	\$ 52,217		\$ 52,217
2032 - 2033	1.72%	327,914	\$ 53,115		\$ 53,115
2033 - 2034	1.72%	333,556	\$ 54,029		\$ 54,029
2034 - 2035	1.72%	339,295	\$ 54,959		\$ 54,959
2035 - 2036	1.42%	344,121	\$ 55,741		\$ 55,741
2036 - 2037	1.42%	349,015	\$ 56,533		\$ 56,533
2037 - 2038	1.42%	353,979	\$ 57,337		\$ 57,337
2038 - 2039	1.42%	359,013	\$ 58,153		\$ 58,153
2039 - 2040	1.42%	364,119	\$ 58,980		\$ 58,980
2040 - 2041	1.21%	368,539	\$ 59,696		\$ 59,696
2041 - 2042	1.21%	373,013	\$ 60,420		\$ 60,420

* Jacksonville's current and projected estimates are classified under "county" and labeled "Unincorporated Duval County."

Project Cost Forecast: Public Utilities (except Telecommunications) Chained Price Index

Fill in the cells highlighted green.

Enter the rough estimate of the project cost (in \$ thousands). From dropdown lists, choose the base year of that estimate, as well as the start and end year of the project.

Even if a project will be completed within one year, you must enter both the start year and end year.

Copy the cost estimate, adjusted to fiscal years and aggregated into 5-year intervals, and paste as values into the appropriate template table containing a project list.

The "Chained Price Index--Public Utilities except Telecommunications" table will autofill. The cost is spread equally across the applicable years.

The projections extend to 2052 to account for long-term projects or projects that begin late in the 20-year report timeframe.

Original Cost Estimate	\$17,896,442
Base Year of Original Cost Estimate	2022 - 2023
Start Year of Project	2021 - 2022
End Year of Project	2026 - 2027

Cost Estimate Adjusted to 2022 -2023	\$ 17,896,442
Count of Fiscal Years	6

	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041- 42
Copy & paste as values into template:	\$ 3,001,198	\$ 15,798,195	\$ -	\$ -	\$ -

Chained Price Index--Public Utilities except Telecommunications

	Local Fiscal Year	Chained Price Index	Multiplier	Growth Rate	Project Underway	Annual Expenditures
History and National Forecast	2015 - 2016	105.080	0.767		No	
	2016 - 2017	107.819	0.787	2.61%	No	
	2017 - 2018	111.047	0.810	2.99%	No	
	2018 - 2019	117.268	0.856	5.60%	No	
	2019 - 2020	119.575	0.873	1.97%	No	
	2020 - 2021	125.788	0.918	5.20%	No	
	2021 - 2022	137.880	1.006	9.61%	Yes	\$ 3,001,198
	2022 - 2023	137.032	1.000	-0.61%	Yes	\$ 2,982,740
	2023 - 2024	139.814	1.020	2.03%	Yes	\$ 3,043,294
	2024 - 2025	144.750	1.056	3.53%	Yes	\$ 3,150,754
	2025 - 2026	149.359	1.090	3.18%	Yes	\$ 3,251,071
	2026 - 2027	154.838	1.130	3.67%	Yes	\$ 3,370,335
	2027 - 2028	162.063	1.183	4.67%	No	
	2028 - 2029	170.278	1.243	5.07%	No	
Projected Growth Based on 5-Year Rolling Average	2029 - 2030	178.221	1.301	4.66%	No	
	2030 - 2031	184.850	1.349	3.72%	No	
	2031 - 2032	192.904	1.408	4.36%	No	\$
	2032 - 2033	201.576	1.471	4.50%	No	\$
	2033 - 2034	210.569	1.537	4.46%	No	\$
	2034 - 2035	219.707	1.603	4.34%	No	\$
	2035 - 2036	229.098	1.672	4.27%	No	\$
	2036 - 2037	239.146	1.745	4.39%	No	\$
	2037 - 2038	249.647	1.822	4.39%	No	\$
	2038 - 2039	260.558	1.901	4.37%	No	\$
	2039 - 2040	271.899	1.984	4.35%	No	\$
	2040 - 2041	283.739	2.071	4.35%	No	\$
	2041 - 2042	296.141	2.161	4.37%	No	\$
	2042 - 2043	309.077	2.256	4.37%	No	\$
2043 - 2044	322.563	2.354	4.36%	No	\$	
2044 - 2045	336.633	2.457	4.36%	No	\$	
2045 - 2046	351.323	2.564	4.36%	No	\$	

	2046 - 2047	366.660	2.676	4.37%	No	\$
	2047 - 2048	382.663	2.793	4.36%	No	\$
	2048 - 2049	399.362	2.914	4.36%	No	\$
	2049 - 2050	416.789	3.042	4.36%	No	\$
	2050 - 2051	434.979	3.174	4.36%	No	\$
	2051 - 2052	453.964	3.313	4.36%	No	\$

Project Cost Forecast: Consumer Price Index

Fill in the cells highlighted green.

Enter the rough estimate of the project cost (in \$ thousands). From dropdown lists, choose the base year of that estimate, as well as the start and end year of the project.

Even if a project will be completed within one year, you must enter both the start year and end year.

Copy the cost estimate, adjusted to fiscal years and aggregated into 5-year intervals, and paste as values into the appropriate template table containing a project list.

The "Consumer Price Index" table will autofill. The cost is spread equally across the applicable years.

The projections extend to 2052 to account for long-term projects or projects that begin late in the 20-year report timeframe.

Original Cost Estimate	\$17,896,442
Base Year of Original Cost Estimate	2021 - 2022

Start Year of Project	2020 - 2021
End Year of Project	2025 - 2026

Cost Estimate Adjusted to 2022 -2023	\$18,262,580.04
Count of Fiscal Years	6

	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041- 42
Copy & paste as values into template:	\$ 2,982,740	\$ 12,564,746	\$ -	\$ -	\$ -

Consumer Price Index

Local Fiscal Year	Chained Price Index	Multiplier	Growth Rate	Project Underway	Annual Expenditures
-------------------	---------------------	------------	-------------	------------------	---------------------

History and National Forecast	2015 - 2016	2.389	0.856		No	
	2016 - 2017	2.439	0.874	2.06%	No	
	2017 - 2018	2.497	0.895	2.41%	No	
	2018 - 2019	2.544	0.912	1.86%	No	
	2019 - 2020	2.581	0.925	1.45%	No	
	2020 - 2021	2.657	0.952	2.97%	Yes	\$ 2,898,575
	2021 - 2022	2.734	0.980	2.90%	Yes	\$ 2,982,740
	2022 - 2023	2.790	1.000	2.05%	Yes	\$ 3,043,763
	2023 - 2024	2.849	1.021	2.09%	Yes	\$ 3,107,261
	2024 - 2025	2.909	1.042	2.11%	Yes	\$ 3,172,929
	2025 - 2026	2.971	1.065	2.14%	Yes	\$ 3,240,793
	2026 - 2027	3.037	1.088	2.21%	No	
	2027 - 2028	3.107	1.114	2.33%	No	
	2028 - 2029	3.183	1.141	2.43%	No	
Projected Growth Based on 5-Year Rolling Average	2029 - 2030	3.261	1.169	2.46%	No	
	2030 - 2031	3.339	1.197	2.40%	No	
	2031 - 2032	3.418	1.225	2.37%	No	\$
	2032 - 2033	3.500	1.254	2.40%	No	\$
	2033 - 2034	3.584	1.285	2.41%	No	\$
	2034 - 2035	3.671	1.316	2.41%	No	\$
	2035 - 2036	3.759	1.347	2.40%	No	\$
	2036 - 2037	3.849	1.379	2.39%	No	\$
	2037 - 2038	3.941	1.412	2.40%	No	\$
	2038 - 2039	4.036	1.446	2.40%	No	\$
	2039 - 2040	4.132	1.481	2.40%	No	\$
	2040 - 2041	4.232	1.517	2.40%	No	\$
	2041 - 2042	4.333	1.553	2.40%	No	\$
	2042 - 2043	4.437	1.590	2.40%	No	\$
2043 - 2044	4.544	1.628	2.40%	No	\$	
2044 - 2045	4.652	1.667	2.40%	No	\$	
2045 - 2046	4.764	1.707	2.40%	No	\$	
2046 - 2047	4.878	1.748	2.40%	No	\$	
2047 - 2048	4.995	1.790	2.40%	No	\$	

	2048 - 2049	5.115	1.833	2.40%	No	\$
	2049 - 2050	5.238	1.877	2.40%	No	\$
	2050 - 2051	5.364	1.922	2.40%	No	\$
	2051 - 2052	5.492	1.968	2.40%	No	\$

Project Cost Forecast: Public Utilities (including Telecommunications) Chained Price Index

Fill in the cells highlighted green.

Enter the rough estimate of the project cost (in \$ thousands). From dropdown lists, choose the base year of that estimate, as well as the start and end year of the project.

Even if a project will be completed within one year, you must enter both the start year and end year.

Copy the cost estimate, adjusted to fiscal years and aggregated into 5-year intervals, and paste as values into the appropriate template table containing a project list.

The "Chained Price Index--Public Utilities (including Telecommunications)" table will autofill. The cost is spread equally across the applicable years.

The projections extend to 2052 to account for long-term projects or projects that begin late in the 20-year report timeframe.

Original Cost Estimate	\$17,896,442
Base Year of Original Cost Estimate	2020 - 2021
Start Year of Project	2020 - 2021
End Year of Project	2025 - 2026

Cost Estimate Adjusted to 2022 -2023	\$ 19,270,408
Count of Fiscal Years	6

	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041- 42
Copy & paste as values into template:	\$ 3,241,508	\$ 13,298,029	\$ -	\$ -	\$ -

Chained Price Index--Public Utilities (including Telecommunications)

	Local Fiscal Year	Chained Price Index	Multiplier	Growth Rate	Project Underway	Annual Expenditures
History and National Forecast	2015 - 2016	104.420	0.785		No	
	2016 - 2017	106.609	0.802	2.10%	No	
	2017 - 2018	109.619	0.824	2.82%	No	
	2018 - 2019	115.387	0.868	5.26%	No	
	2019 - 2020	117.675	0.885	1.98%	No	
	2020 - 2021	123.524	0.929	4.97%	Yes	\$ 2,982,740
	2021 - 2022	134.241	1.009	8.68%	Yes	\$ 3,241,508
	2022 - 2023	133.008	1.000	-0.92%	Yes	\$ 3,211,735
	2023 - 2024	134.960	1.015	1.47%	Yes	\$ 3,258,871
	2024 - 2025	139.208	1.047	3.15%	Yes	\$ 3,361,462
	2025 - 2026	143.536	1.079	3.11%	Yes	\$ 3,465,961
	2026 - 2027	148.706	1.118	3.60%	No	
	2027 - 2028	155.271	1.167	4.41%	No	
	2028 - 2029	162.614	1.223	4.73%	No	
Projected Growth Based on 5-Year Rolling Average	2029 - 2030	169.735	1.276	4.38%	No	
	2030 - 2031	175.751	1.321	3.54%	No	
	2031 - 2032	183.016	1.376	4.13%	No	\$
	2032 - 2033	190.776	1.434	4.24%	No	\$
	2033 - 2034	198.799	1.495	4.21%	No	\$
	2034 - 2035	206.951	1.556	4.10%	No	\$
	2035 - 2036	215.322	1.619	4.04%	No	\$
	2036 - 2037	224.247	1.686	4.14%	No	\$
	2037 - 2038	233.546	1.756	4.15%	No	\$
	2038 - 2039	243.189	1.828	4.13%	No	\$
	2039 - 2040	253.191	1.904	4.11%	No	\$
	2040 - 2041	263.612	1.982	4.12%	No	\$
	2041 - 2042	274.499	2.064	4.13%	No	\$
	2042 - 2043	285.828	2.149	4.13%	No	\$
2043 - 2044	297.612	2.238	4.12%	No	\$	
2044 - 2045	309.879	2.330	4.12%	No	\$	
2045 - 2046	322.656	2.426	4.12%	No	\$	

	2046 - 2047	335.966	2.526	4.12%	No	\$
	2047 - 2048	349.821	2.630	4.12%	No	\$
	2048 - 2049	364.246	2.739	4.12%	No	\$
	2049 - 2050	379.265	2.851	4.12%	No	\$
	2050 - 2051	394.906	2.969	4.12%	No	\$
	2051 - 2052	411.192	3.091	4.12%	No	\$

CHAPTER 2021-194

Committee Substitute for Committee Substitute for
Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida’s water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Domestic wastewater” has the same meaning as provided in s. 367.021.

(b) “Facility” means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) “Treatment works” has the same meaning as provided in s. 403.031(11).

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) 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.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) 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.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

EXHIBIT B

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
ADOPTED BUDGET
FISCAL YEAR 2022**

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
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**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021				FY 2022 Budget
	Adopted Budget FY 2021	Actual through 03/31/2021	Projected through 09/30/2021	Total Actual & Projected	
REVENUES					
Landowner contribution	\$87,265	\$ 24,609	\$ 62,656	\$ 87,265	\$ 484,840
Total revenues	<u>87,265</u>	<u>24,609</u>	<u>62,656</u>	<u>87,265</u>	<u>484,840</u>
EXPENDITURES					
Professional & administrative					
Supervisors	8,000	2,584	5,416	8,000	7,000
Management/accounting/recording	40,000	16,000	24,000	40,000	48,000
Legal	20,000	3,516	16,484	20,000	20,000
Engineering	3,000	-	750	750	1,500
Audit*	-	-	-	-	5,500
Arbitrage rebate calculation*	-	-	-	-	500
Dissemination agent*	500	-	500	500	1,000
Trustee*	-	-	-	-	6,500
Telephone	200	80	120	200	200
Postage	500	-	500	500	500
Printing & binding	500	200	300	500	500
Legal advertising	6,500	4,061	1,000	5,061	1,500
Annual special district fee	175	-	175	175	175
Insurance	5,500	4,356	-	4,356	5,500
Contingencies/bank charges	500	300	200	500	500
Website hosting & maintenance	1,680	-	1,680	1,680	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	<u>87,265</u>	<u>31,097</u>	<u>51,335</u>	<u>82,432</u>	<u>99,790</u>

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected	FY 2022 Budget
	Adopted Budget FY 2021	Actual through 03/31/2021	Projected through 09/30/2021		
Operations & maintenance					
Law Enforcement:					
Security Patrol	-	-	-	-	24,000
Utilities:					
Electric	-	-	-	-	33,600
Water/Sewer	-	-	-	-	8,800
Stormwater Control:					
Stormwater System Maintenance	-	-	-	-	6,900
Aquatic Maintenance	-	-	-	-	18,000
Wetland Monitoring/Maintenance	-	-	-	-	13,800
Other Physical Environment					
Field Ops Management	-	-	-	-	9,600
Entrance Gate Contract	-	-	-	-	12,000
Property Insurance	-	-	-	-	22,000
Landscape Contract	-	-	-	-	150,000
Irrigation Repairs	-	-	-	-	21,600
Landscape Miscellaneous	-	-	-	-	9,600
Mulch	-	-	-	-	5,900
O&M Accounting	-	-	-	-	3,750
Holiday Decorations	-	-	-	-	8,500
General Maintenance	-	-	-	-	10,000
Road & Street Facilities					
Street Sign Repair and Replacement	-	-	-	-	1,800
Sidewalk Repair & Maintenance	-	-	-	-	2,400
Street Maintenance	-	-	-	-	10,800
Contingency					
Miscellaneous Contingency	-	-	-	-	12,000
Total field operations	-	-	-	-	385,050
Total expenditures	87,265	31,097	51,335	82,432	484,840
Excess/(deficiency) of revenues over/(under) expenditures	-	(6,488)	11,321	4,833	-
Fund balance - beginning (unaudited)	-	-	(6,488)	-	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(6,488)	4,833	4,833	-
Fund balance - ending	\$ -	\$ (6,488)	\$ 4,833	\$ 4,833	\$ -

*These items will be realized when bonds are issued

***These items will be realized when the CDD takes ownership of the related assets.

	FY 2022 Admin Per Unit	FY 2022 Field Ops Per Unit	FY 2022 Total O&M Per Unit
Units	549	549	549
Total	\$ 181.77	\$ 701.37	\$ 883.14
	\$ 99,791.73	\$ 385,052.13	\$ 484,843.86

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 7,000
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	20,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	1,500
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit*	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Operations & maintenance	
Law Enforcement:	
Security Patrol	24,000
Utilities:	

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Electric	33,600
Water/Sewer	8,800
Stormwater Control:	
Stormwater System Maintenance	6,900
Aquatic Maintenance	18,000
Wetland Monitoring/Maintenance	13,800
Other Physical Environment	
Field Ops Management	9,600
Entrance Gate Contract	12,000
Property Insurance	22,000
Landscape Contract	150,000
Irrigation Repairs	21,600
Landscape Miscellaneous	9,600
Mulch	5,900
O&M Accounting	3,750
Holiday Decorations	8,500
General Maintenance	10,000
Road & Street Facilities	
Street Sign Repair and Replacement	1,800
Sidewalk Repair & Maintenance	2,400
Street Maintenance	10,800
Contingency	
Miscellaneous Contingency	12,000
Total expenditures	<u><u>\$484,840</u></u>

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021
FISCAL YEAR 2022**

	Fiscal Year 2021				FY 2022 Budget
	Adopted Budget FY 2021	Actual through 03/31/2021	Projected through 09/30/2021	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 863,232
Total revenues	-	-	-	-	863,232
EXPENDITURES					
Debt service					
Principal	-	-	-	-	315,000
Interest	-	-	-	-	644,942
Cost of issuance	-	3,156	196,307	199,463	-
Underwriter's discount	-	-	310,100	310,100	-
Total expenditures	-	3,156	506,407	509,563	959,942
Excess/(deficiency) of revenues over/(under) expenditures	-	(3,156)	(506,407)	(509,563)	(96,710)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	-	1,085,660	1,085,660	-
Original issue premium	-	-	225,366	225,366	-
Total other financing sources/(uses)	-	-	1,311,026	1,311,026	-
Net increase/(decrease) in fund balance	-	(3,156)	804,619	801,463	(96,710)
Fund balance:					
Beginning fund balance (unaudited)	-	-	(3,156)	-	801,463
Ending fund balance (projected)	\$ -	\$ (3,156)	\$ 801,463	\$ 801,463	704,753
Use of fund balance:					
Debt service reserve account balance (required)					(431,616)
Interest expense - December 15, 2022					(271,353)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 1,784</u>

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
12/15/21			369,848.26	369,848.26	15,505,000.00
06/15/22	315,000.00	2.375%	275,093.75	590,093.75	15,190,000.00
12/15/22			271,353.13	271,353.13	15,190,000.00
06/15/23	320,000.00	2.375%	271,353.13	591,353.13	14,870,000.00
12/15/23			267,553.13	267,553.13	14,870,000.00
06/15/24	330,000.00	2.375%	267,553.13	597,553.13	14,540,000.00
12/15/24			263,634.38	263,634.38	14,540,000.00
06/15/25	340,000.00	2.375%	263,634.38	603,634.38	14,200,000.00
12/15/25			259,596.88	259,596.88	14,200,000.00
06/15/26	345,000.00	2.375%	259,596.88	604,596.88	13,855,000.00
12/15/26			255,500.00	255,500.00	13,855,000.00
06/15/27	355,000.00	3.000%	255,500.00	610,500.00	13,500,000.00
12/15/27			250,175.00	250,175.00	13,500,000.00
06/15/28	365,000.00	3.000%	250,175.00	615,175.00	13,135,000.00
12/15/28			244,700.00	244,700.00	13,135,000.00
06/15/29	375,000.00	3.000%	244,700.00	619,700.00	12,760,000.00
12/15/29			239,075.00	239,075.00	12,760,000.00
06/15/30	390,000.00	3.000%	239,075.00	629,075.00	12,370,000.00
12/15/30			233,225.00	233,225.00	12,370,000.00
06/15/31	400,000.00	3.000%	233,225.00	633,225.00	11,970,000.00
12/15/31			227,225.00	227,225.00	11,970,000.00
06/15/32	415,000.00	3.500%	227,225.00	642,225.00	11,555,000.00
12/15/32			219,962.50	219,962.50	11,555,000.00
06/15/33	430,000.00	3.500%	219,962.50	649,962.50	11,125,000.00
12/15/33			212,437.50	212,437.50	11,125,000.00
06/15/34	445,000.00	3.500%	212,437.50	657,437.50	10,680,000.00
12/15/34			204,650.00	204,650.00	10,680,000.00
06/15/35	460,000.00	3.500%	204,650.00	664,650.00	10,220,000.00
12/15/35			196,600.00	196,600.00	10,220,000.00
06/15/36	475,000.00	3.500%	196,600.00	671,600.00	9,745,000.00
12/15/36			188,287.50	188,287.50	9,745,000.00
06/15/37	495,000.00	3.500%	188,287.50	683,287.50	9,250,000.00
12/15/37			179,625.00	179,625.00	9,250,000.00
06/15/38	510,000.00	3.500%	179,625.00	689,625.00	8,740,000.00
12/15/38			170,700.00	170,700.00	8,740,000.00
06/15/39	530,000.00	3.500%	170,700.00	700,700.00	8,210,000.00
12/15/39			161,425.00	161,425.00	8,210,000.00
06/15/40	545,000.00	3.500%	161,425.00	706,425.00	7,665,000.00
12/15/40			151,887.50	151,887.50	7,665,000.00
06/15/41	565,000.00	3.500%	151,887.50	716,887.50	7,100,000.00
12/15/41			142,000.00	142,000.00	7,100,000.00
06/15/42	590,000.00	4.000%	142,000.00	732,000.00	6,510,000.00
12/15/42			130,200.00	130,200.00	6,510,000.00
06/15/43	610,000.00	4.000%	130,200.00	740,200.00	5,900,000.00
12/15/43			118,000.00	118,000.00	5,900,000.00
06/15/44	640,000.00	4.000%	118,000.00	758,000.00	5,260,000.00
12/15/44			105,200.00	105,200.00	5,260,000.00
06/15/45	665,000.00	4.000%	105,200.00	770,200.00	4,595,000.00

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
12/15/45			91,900.00	91,900.00	4,595,000.00
06/15/46	690,000.00	4.000%	91,900.00	781,900.00	3,905,000.00
12/15/46			78,100.00	78,100.00	3,905,000.00
06/15/47	720,000.00	4.000%	78,100.00	798,100.00	3,185,000.00
12/15/47			63,700.00	63,700.00	3,185,000.00
06/15/48	750,000.00	4.000%	63,700.00	813,700.00	2,435,000.00
12/15/48			48,700.00	48,700.00	2,435,000.00
06/15/49	780,000.00	4.000%	48,700.00	828,700.00	1,655,000.00
12/15/49			33,100.00	33,100.00	1,655,000.00
06/15/50	810,000.00	4.000%	33,100.00	843,100.00	845,000.00
12/15/50			16,900.00	16,900.00	845,000.00
06/15/51	845,000.00	4.000%	16,900.00	861,900.00	-
Total	15,505,000.00		10,695,767.05	26,200,767.05	

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2022 ASSESSMENTS**

Landowner Contribution (GF)/Off-Roll Assessments (DS)					
		FY 2022 O&M Assessment per Unit	FY 2022 DS Assessment per Unit	FY 2022 Total Assessment per Unit	FY 2021 Total Assessment per Unit
Product/Parcel	Units				
SF 40'	208	\$ 883.14	\$ 1,465.09	\$ 2,348.23	n/a
SF 50'	203	883.14	1,955.09	\$ 2,838.23	n/a
Villa	138	883.14	1,171.09	\$ 2,054.23	n/a
Total	549				
Total number of units					549
O&M Assessment per unit (GF)					\$ 883.13

EXHIBIT C

ORDINANCE NO. 2020- 49

AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, ESTABLISHING THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2019); NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR A LIMITATION ON COUNTY OBLIGATIONS AND ACCEPTANCE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

RECITALS

WHEREAS, WCI Communities, LLC ("Petitioner"), having obtained written consent to the establishment of the District by the owner of 100 percent (100%) of the real property, described in attached **Exhibit A**, to be included in the District, petitioned the St. Johns County Board of Commissioners (the "County") to adopt an ordinance establishing the Stillwater Community Development District (the "District"), with petition attached as **Exhibit B**, pursuant to Chapter 190, Florida Statutes (2019); and

WHEREAS, Petitioner is a Delaware limited liability company, authorized to conduct business in the State of Florida; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the County on October 20, 2020; and

WHEREAS, upon consideration of the record established at that hearing, the County determined: that the statements within the Petition were true and correct; that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the local government comprehensive plan; that the land within the District is of sufficient size, is sufficiently compact and sufficiently contiguous to be developable as a functionally interrelated community; that the District is the best alternative available for delivering community development services and facilities to the area served by the District; that the services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and that the area to be served by the District is amenable to separate special district governance; and

WHEREAS, establishment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:

SECTION 1. The above RECITALS are adopted as Findings of Fact in support of this Ordinance.

SECTION 2. AUTHORITY. This Ordinance is enacted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (2019).

SECTION 3. DISTRICT NAME. There is hereby established a Community Development District situated entirely within the unincorporated limits of St. Johns County, Florida, which District shall be known as the "Stillwater Community Development District."

SECTION 4. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in **Exhibit A** attached hereto and incorporated by reference. The proposed District covers approximately 728.78 acres of land. The site is generally located just north of County Road 210, approximately 1,500 feet south of Longleaf Pine Parkway (County Road 244 East), and approximately 1 mile west of St. Johns Parkway (County Road 2209), in unincorporated St. Johns County, Florida.

SECTION 5. FUNCTIONS AND POWERS. The general powers and functions of the District are described in Chapter 190, Florida Statutes (2019). The District is also authorized to exercise additional special powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and security, including but not limited to guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, as authorized and described in Section 190.012(2), Florida Statutes.

SECTION 6. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows: Zenzi Rogers, James Mayo, Michael Della Penta, Virginia Feiner, and Kyler Von der Osten. All of the above-styled persons are residents of the State of Florida and citizens of the United States of America.

SECTION 7. LIMITATION ON COUNTY OBLIGATIONS AND ACCEPTANCE. Nothing in this Ordinance shall be deemed as affirmative acceptance by St. Johns County of any financial, operational, maintenance, or any other responsibilities of the District, nor be deemed as affirmative acceptance of any proposed improvement.

SECTION 8. SEVERABILITY. If any provision of this Ordinance or the application thereof is formally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the illegal, invalid or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect pursuant to Florida general law.

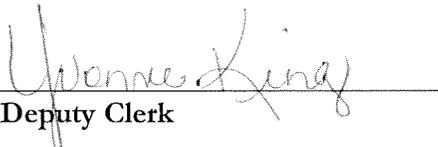
PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THIS 20 DAY OF October, 2020.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY**

BY: 
Jeb S. Smith, Chair

OCT 21 2020
Rendition Date

**ATTEST: Brandon J. Patty, CLERK OF THE
CIRCUIT COURT & COMPTROLLER**

BY: 
Deputy Clerk

EFFECTIVE DATE: OCT 21 2020

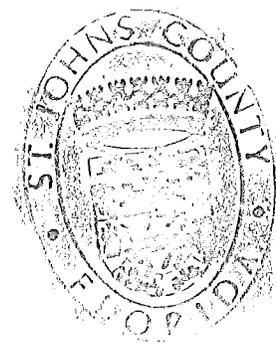


EXHIBIT A
Legal Description and Map

LEGAL DESCRIPTION

SOUTH PARCEL

PORTION OF SECTIONS 11, 13, 14, 23, AND 24, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 37, AS SHOWN ON THE PLAT OF WILDFIRE PINES ONE AT CIMARRONE GOLF & COUNTRY CLUB, RECORDED IN MAP BOOK 39, PAGE 65 THROUGH 70, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHERLY AND SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 09°55'18" EAST, 149.78 FEET; COURSE NO. 2: SOUTH 30°00'21" EAST, 640.24 FEET; COURSE NO. 3: SOUTH 51°51'44" EAST, 107.78 FEET; COURSE NO. 4: SOUTH 30°03'39" EAST, 79.25 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESIGNATED GOLF PARCEL "E", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1422, PAGE 624 OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 10°11'33" EAST, 113.83 FEET; COURSE NO. 2: SOUTH 49°23'59" EAST, 116.82 FEET; COURSE NO. 3: SOUTH 30°03'39" EAST, 601.66 FEET; COURSE NO. 4: SOUTH 16°18'24" EAST, 36.43 FEET; COURSE NO. 5: SOUTH 22°13'33" EAST, 50.85 FEET; THENCE SOUTH 15°45'43" EAST, 463.11 FEET, TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THE PLAT OF CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, RECORDED IN MAP BOOK 23, PAGES 6 THROUGH 14, INCLUSIVE OF SAID PUBLIC RECORDS; THENCE SOUTH 01°41'43" EAST, ALONG LAST SAID LINE AND ALONG THE WESTERLY LINE OF SAID CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, 197.29 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY, CONTINUING ALONG SAID WESTERLY LINE OF CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, RUN THE FOLLOWING NINE (9) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 00°44'20" WEST, 247.20 FEET; COURSE NO. 2: SOUTH 06°30'22" EAST, 258.30 FEET; COURSE NO. 3: SOUTH 14°05'45" EAST, 332.96 FEET; COURSE NO. 4: SOUTH 13°18'23" EAST, 314.43 FEET; COURSE NO. 5: SOUTH 06°37'12" EAST, 427.25 FEET; COURSE NO. 6: SOUTH 10°49'58" EAST, 249.31 FEET; COURSE NO. 7: SOUTH 02°40'51" EAST, 266.39 FEET; COURSE NO. 8: SOUTH 23°41'07" WEST, 397.27 FEET; COURSE NO. 9: SOUTH 15°58'40" WEST, 336.82 FEET, TO THE NORTHWESTERLY LINE OF THOSE LANDS DESIGNATED GOLF PARCEL "B", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1422, PAGE 624 OF SAID PUBLIC RECORDS; THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 15°30'06" WEST, 179.84 FEET; COURSE NO. 2: SOUTH 37°30'13" WEST, 291.42 FEET; COURSE NO. 3: SOUTH 32°02'23" WEST, 121.77 FEET; THENCE SOUTH 41°49'25" WEST, CONTINUING ALONG LAST SAID LINE AND ALONG THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3234, PAGE 1257 OF SAID PUBLIC RECORDS, 500.27 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1700, PAGE 112 OF SAID PUBLIC RECORDS; THENCE NORTH 42°31'56" WEST, ALONG LAST SAID LINE, 50.00 FEET, TO THE NORTHWESTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 47°41'19" WEST, ALONG LAST SAID LINE, 50.00 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3055, PAGE 248 OF SAID PUBLIC RECORDS; THENCE NORTHWESTERLY AND SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 42°23'34" WEST, 73 FEET; COURSE NO. 2: SOUTH 48°07'46" WEST, 189.64 FEET; COURSE NO. 3: SOUTH 39°11'57" WEST, 255.85 FEET, TO THE SOUTHWESTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 42°31'56" EAST, ALONG LAST SAID LINE, 881.62 FEET, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 210 (A 100 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 47°27'37" WEST, ALONG LAST SAID LINE, 1970.03 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 427.46 FEET, AN ARC DISTANCE OF 99.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°08'17" WEST, 99.42 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4029, PAGE 659 OF SAID PUBLIC RECORDS, ALSO BEING THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4089, PAGE 295 OF SAID PUBLIC RECORDS; THENCE NORTH 02°09'50" WEST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THE PLAT OF STONE CREEK LANDING, RECORDED IN MAP BOOK 78, PAGES 22 THROUGH 27, INCLUSIVE OF SAID PUBLIC RECORDS, 1024.84 FEET, TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4029, PAGE 659, ALSO BEING THE NORTHERLY LINE OF SAID PLAT OF STONE CREEK LANDING; THENCE NORTH 89°13'00" WEST, ALONG LAST SAID LINE, 1296.71 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESIGNATED HELOW TRACT, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1307, PAGE 1419 OF SAID PUBLIC RECORDS; THENCE NORTH 61°45'29" WEST, ALONG LAST SAID LINE, 1455.91 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF PROPOSED COUNTY ROAD NO. 223, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3329, PAGE 826, SAID PUBLIC RECORDS; THENCE NORTHEASTERLY AND NORTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: NORTH 32°25'17" EAST, 1255.75 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 2: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1115.00 FEET, AN ARC DISTANCE OF 805.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°43'13" EAST, 788.28 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 08°58'50" WEST, 6445.56 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 4: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1115.00 FEET, AN ARC DISTANCE OF 163.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°11'10" WEST, 163.54 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2586, PAGE 2, OF SAID PUBLIC RECORDS; THENCE SOUTH 87°48'21" EAST, ALONG LAST SAID LINE AND ALONG THE EASTERLY PROLONGATION THEREOF, 2094.10 FEET, TO THE NORTHEASTERLY LINE OF SAID PARCEL NO. 5; THENCE SOUTHERLY, SOUTHEASTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: SOUTH 02°47'10" EAST, 423.96 FEET; COURSE NO. 2: SOUTH 30°31'06" EAST, 2270.93 FEET; COURSE NO. 3: NORTH 34°11'11" EAST, 760.71 FEET, TO THE POINT OF BEGINNING.

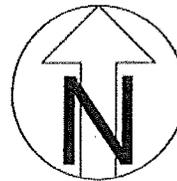
CONTAINING 728.78 ACRES, MORE OR LESS.

10/16/2020 10:53:02 AM - C:\PROJECTS\STILLWATER\LEGAL DESCRIPTION - 02/25/2020.DWG - 02/25/2020 10:53:02 AM - JAC:JAC@MATTHEWSDESIGNGROUP.COM

LEGAL DESCRIPTION STILLWATER ST. JOHNS COUNTY PREPARED FOR LENNAR HOMES, LLC	DSGN BY: RUF DWG BY: BDF CHK BY: ARA DATE: 02/25/2020 JOB No.: 19099
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MATTHEWS DESIGN GROUP
 P.O. BOX 3126, 7 WALDO STREET
 ST. AUGUSTINE, FL 32084
 PHONE: 904.826.1334 • FAX: 904.826.4547
 INFO@MDGINC.COM



GRAPHIC SCALE



1"=1,200'

VETERANS PARKWAY

CIMARRON
SUBDIVISION

CDD BOUNDARY

COUNTY ROAD 210W

STONE CREEK

DISTRICT BOUNDARY

STILLWATER
ST. JOHNS COUNTY
PREPARED FOR
LENNAR HOMES, LLC

DSGN BY:	RDF
DWG BY:	BDF
CHK BY:	ARA
DATE:	02/25/2020
JOB No.:	18099



**MATTHEWS
DESIGN GROUP**

P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FL 32084
PHONE: 904.826.1334 • FAX: 904.826.4547
INFO@MDGINC.COM

GENERAL CONTRACTOR: MATTHEWS DESIGN GROUP, INC. 10000 W. UNIVERSITY BLVD., SUITE 200, BOCA RATON, FL 33433
REGISTERED PROFESSIONAL ENGINEER: STATE OF FLORIDA, LICENSE NO. 12500
REGISTERED PROFESSIONAL SURVEYOR: STATE OF FLORIDA, LICENSE NO. 12500

EXHIBIT B
Petition

UPDATED PETITION BY

WCI COMMUNITIES, LLC

FOR THE
ESTABLISHMENT OF THE

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT**

IN

ST. JOHNS COUNTY, FLORIDA

AUGUST 5, 2020

UPDATED PETITION FOR ESTABLISHMENT OF THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT

TABLE OF CONTENTS

Updated Petition for establishment of the Stillwater Community Development District

Exhibit 1A	Metes and bounds description of the Stillwater Community Development District
Exhibit 1B	Location map of the Stillwater Community Development District
Exhibit 2	Consent of Landowners of the establishment of the Stillwater Community Development District
Exhibit 3	Maps of the Stillwater Community Development District showing current major trunk water mains as well as sewer interceptors and outfalls
Exhibit 4A	Estimated infrastructure construction timetable
Exhibit 4B	Construction cost estimates and designation of entity/entities responsible for funding/ownership/operation and maintenance
Exhibit 5	Future land use map
Exhibit 6	Statement of Estimated Regulatory Costs

All of the initial supervisors are residents of the State of Florida and citizens of the United States of America.

4. The proposed name of the District to be established is the Stillwater Community Development District (the "District").

5. Exhibit 3 is the map of the District showing existing major trunk water mains, sewer interceptors and outfalls and proposed storm sewer system.

6. The proposed timetable for the construction of the proposed improvements is shown in Exhibit 4A. The estimated cost of constructing the proposed public improvements and the designation of entity/entities responsible for funding and as well ownership and operation and maintenance of same is shown in Exhibit 4B. The information presented in both exhibits are good faith estimates and are not binding on the Petitioner or the District and are subject to change. Acceptance of any offer of dedication shall be at the sole discretion of the Board of County Commissioners. Nothing herein shall be construed as affirmative acceptance by the Board of County Commissioners of improvements or any operation and maintenance obligation of the District. These estimates contemplate the exercise of the only two (2) special powers requested by the Petitioner at this time: Section 190.012(2)(a), Florida Statutes: Parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and Section 190.012(2)(d): Security, including but not limited to guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars.

7. The proposed future general distribution, location, and extent of the public and private land uses within the District, as designated on the current St. Johns County Future Land Use Map is also attached hereto and incorporated with this Petition as Exhibit 5. Although the approved PUD allows 818 age restricted dwelling units, the land within the proposed District is anticipated to be developed with a total of approximately 555 age restricted dwelling units, although development plans are preliminary and subject to change. The Petitioner intends that the District will finance clearing & earthwork, storm drainage, roadways and sidewalks, sanitary sewer, potable water, reclaimed water, landscaping and entry signage and gates (collectively, the "Public Improvements"). Upon completion, sanitary sewer, potable water, and reclaimed water will be dedicated to JEA for ownership, operation and maintenance.

8. Exhibit 6 is a Statement of Estimated Regulatory Costs prepared in accordance with the requirements of Section 120.541, Florida Statutes.

9. Copies of all correspondence and official notices should be sent to: (1) Jason M. Walters, c/o Hopping Green & Sams, P.A., 119 South Monroe Street, Suite 300, Tallahassee, FL 32301, Ph. (850) 222-7500; and also, (2) Craig A. Wrathell, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431, Ph. (561) 571-0010.

10. This petition to establish the Stillwater Community Development District should be granted for the following reasons:

(a) All statements contained within this petition are true and correct.

(b) Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective St. Johns County Comprehensive Plan, as amended or any applicable elements or portions of the state comprehensive plan.

(c) The land within the boundaries of the proposed District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

(d) The proposed District will be the best alternative available for delivering community development services to the area to be served because (i) the District provides a governmental entity responsible for delivering those services and facilities in a manner that does not financially impact persons residing outside the District, (ii) the Act authorizes a community development district to acquire infrastructure improvements previously constructed by qualified developers within the District or allows for a community development district to, in the first instance, construct such infrastructure improvements, (iii) the timing for the establishment of the proposed District and the issuance of special assessment bonds is compatible with the timing for the construction and acquisition of such infrastructure improvements which results in direct benefit to the landowners within the District, (iv) establishment of a community development district in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources as well as providing the opportunity for new growth to pay for itself, and (v) establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of many of the District services and facilities.

(e) The community development services of the District will be compatible with the capacity and use of existing local and regional community development services and facilities.

(f) The area that will be served by the proposed District is amenable to separate special-district government.

11. Petitioner hereby requests that the County consents to the proposed District having the rights to exercise the powers provided in Sections 190.012(2)(a) and 190.012(2)(d), Florida Statutes, as described in Section 6 above.

12. The Petitioner undertakes on behalf of the District that the District will provide full disclosure of information relating to the public financing and maintenance of improvements to real property to be undertaken by the District as required by Section 190.009 and Section 190.048, Florida Statutes, as amended.

[Remainder of page intentionally left blank]

WHEREFORE, Petitioner respectfully requests the Board of County Commissioners of St. Johns County, Florida to:

Hold a public hearing as required by Section 190.005(2)(b), Florida Statutes to consider the establishment of the Stillwater Community Development District;

Adopt an ordinance pursuant to Chapter 190, Florida Statutes, granting this Petition and establishing the Stillwater Community Development District;

Consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge, equip, operate, and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural, and educational uses, as authorized and described by Section 190.012(2)(a), Florida Statutes; and (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, both as authorized and described by Section 190.012(2)(d), Florida Statutes.

Respectfully submitted the 17th day of June, 2020, as updated and supplemented on this 5th day of August, 2020.

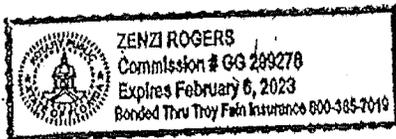
WCI Communities, LLC,
a Delaware limited liability company,

By: _____

Name: Scott Keiling
Title: Vice President

Subscribed and sworn to before me before me by means of physical presence or [] online notarization, this 5th day of August, 2020 by Scott Keiling, a Vice President of WCI Communities, LLC, a Delaware limited liability company, who personally appeared before me, produced driver's license or is personally known to me.

[NOTARIAL SEAL]



Notary: _____

Print Name: _____

Notary Public, State of Florida

My Commission Expires: _____

2/6/23

AFFIDAVIT OF PETITIONER

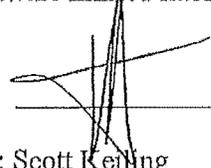
STATE OF FLORIDA)
Duval COUNTY)

On this 5th day of August, 2020, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Scott Keiling who, after being duly sworn, deposes and says:

1. Affiant, Scott Keiling, an individual, is a Vice President of WCI Communities, LLC, a Delaware limited liability company;
2. Affiant, hereby swears and affirms as individual and as a Vice President of WCI Communities, LLC, a Delaware limited liability company, that all information contained in the petition to establish the Stillwater Community Development District is true and correct to the best knowledge and belief of the Affiant.

FURTHER, AFFIANT SAYETH NOT.

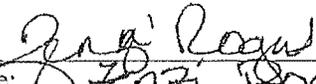
WCI Communities, LLC,
a Delaware limited liability company,

By:  _____

Name: Scott Keiling
Title: Vice President

Subscribed and sworn to before me before me by means of [] physical presence or: [] online notarization, this 5th day of August, 2020 by Scott Keiling, a Vice President of WCI Communities, LLC, a Delaware limited liability company, who personally appeared before me, produced driver's license or is personally known to me.

[NOTARIAL SEAL]

Notary: 
Print Name: Zenzi Rogers
Notary Public, State of Florida
My Commission Expires: 2/6/23

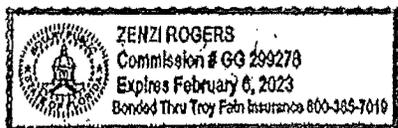


EXHIBIT 1A

**METES AND BOUNDS DESCRIPTION OF THE STILLWATER COMMUNITY
DEVELOPMENT DISTRICT**

LEGAL DESCRIPTION

SOUTH PARCEL

A PORTION OF SECTIONS 11, 13, 14, 23, AND 24, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 37, AS SHOWN ON THE PLAT OF WILDFIRE PINES ONE AT CIMARRONE GOLF & COUNTRY CLUB, RECORDED IN MAP BOOK 39, PAGE 65 THROUGH 70, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHERLY AND SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 09°55'18" EAST, 149.78 FEET; COURSE NO. 2: SOUTH 30°00'21" EAST, 640.24 FEET; COURSE NO. 3: SOUTH 51°51'44" EAST, 107.78 FEET; COURSE NO. 4: SOUTH 30°03'39" EAST, 79.25 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESIGNATED GOLF PARCEL "E", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1422, PAGE 624 OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 10°11'33" EAST, 113.83 FEET; COURSE NO. 2: SOUTH 49°23'59" EAST, 116.82 FEET; COURSE NO. 3: SOUTH 30°03'39" EAST, 601.66 FEET; COURSE NO. 4: SOUTH 16°18'24" EAST, 36.43 FEET; COURSE NO. 5: SOUTH 22°13'33" EAST, 50.85 FEET; THENCE SOUTH 15°45'43" EAST, 463.11 FEET, TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THE PLAT OF CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, RECORDED IN MAP BOOK 23, PAGES 6 THROUGH 14, INCLUSIVE OF SAID PUBLIC RECORDS; THENCE SOUTH 01°41'43" EAST, ALONG LAST SAID LINE AND ALONG THE WESTERLY LINE OF SAID CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, 197.29 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY, CONTINUING ALONG SAID WESTERLY LINE OF CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, RUN THE FOLLOWING NINE (9) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 00°44'20" WEST, 247.20 FEET; COURSE NO. 2: SOUTH 06°30'22" EAST, 258.30 FEET; COURSE NO. 3: SOUTH 14°05'45" EAST, 332.96 FEET; COURSE NO. 4: SOUTH 13°18'23" EAST, 314.43 FEET; COURSE NO. 5: SOUTH 06°37'12" EAST, 427.25 FEET; COURSE NO. 6: SOUTH 10°49'58" EAST, 249.31 FEET; COURSE NO. 7: SOUTH 02°40'51" EAST, 266.39 FEET; COURSE NO. 8: SOUTH 23°41'07" WEST, 397.27 FEET; COURSE NO. 9: SOUTH 15°58'40" WEST, 336.82 FEET, TO THE NORTHWESTERLY LINE OF THOSE LANDS DESIGNATED GOLF PARCEL "B", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1422, PAGE 624 OF SAID PUBLIC RECORDS; THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 15°30'06" WEST, 179.84 FEET; COURSE NO. 2: SOUTH 37°30'13" WEST, 291.42 FEET; COURSE NO. 3: SOUTH 32°02'23" WEST, 121.77 FEET; THENCE SOUTH 41°49'25" WEST, CONTINUING ALONG LAST SAID LINE AND ALONG THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3234, PAGE 1257 OF SAID PUBLIC RECORDS, 500.27 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1700, PAGE 112 OF SAID PUBLIC RECORDS; THENCE NORTH 42°31'56" WEST, ALONG LAST SAID LINE, 50.00 FEET, TO THE NORTHWESTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 47°41'19" WEST, ALONG LAST SAID LINE, 50.00 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3055, PAGE 248 OF SAID PUBLIC RECORDS; THENCE NORTHWESTERLY AND SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 42°23'34" WEST, 14.73 FEET; COURSE NO. 2: SOUTH 48°07'46" WEST, 189.64 FEET; COURSE NO. 3: SOUTH 39°11'57" WEST, 255.85 FEET, TO THE SOUTHWESTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 42°31'56" EAST, ALONG LAST SAID LINE, 881.62 FEET, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 210 (A 100 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 47°27'37" WEST, ALONG LAST SAID LINE, 1970.03 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 427.46 FEET, AN ARC DISTANCE OF 99.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°08'17" WEST, 99.42 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4029, PAGE 659 OF SAID PUBLIC RECORDS, ALSO BEING THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4089, PAGE 295 OF SAID PUBLIC RECORDS; THENCE NORTH 02°09'50" WEST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THE PLAT OF STONE CREEK LANDING, RECORDED IN MAP BOOK 78, PAGES 22 THROUGH 27, INCLUSIVE OF SAID PUBLIC RECORDS, 1024.84 FEET, TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4029, PAGE 659, ALSO BEING THE NORTHERLY LINE OF SAID PLAT OF STONE CREEK LANDING; THENCE NORTH 89°13'00" WEST, ALONG LAST SAID LINE, 1296.71 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESIGNATED HELOW TRACT, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1307, PAGE 1419 OF SAID PUBLIC RECORDS; THENCE NORTH 61°45'29" WEST, ALONG LAST SAID LINE, 1455.91 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF PROPOSED COUNTY ROAD NO. 223, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3329, PAGE 825, SAID PUBLIC RECORDS; THENCE NORTHEASTERLY AND NORTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: NORTH 32°25'17" EAST, 1255.75 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 2: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1115.00 FEET, AN ARC DISTANCE OF 805.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°43'13" EAST, 788.28 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 08°58'50" WEST, 6445.56 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 4: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1115.00 FEET, AN ARC DISTANCE OF 163.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°11'10" WEST, 163.54 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2586, PAGE 2, OF SAID PUBLIC RECORDS; THENCE SOUTH 87°48'21" EAST, ALONG LAST SAID LINE AND ALONG THE EASTERLY PROLONGATION THEREOF, 2094.10 FEET, TO THE NORTHEASTERLY LINE OF SAID PARCEL NO. 5; THENCE SOUTHERLY, SOUTHEASTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: SOUTH 02°47'10" EAST, 423.96 FEET; COURSE NO. 2: SOUTH 30°31'06" EAST, 2270.93 FEET; COURSE NO. 3: NORTH 34°11'11" EAST, 760.71 FEET, TO THE POINT OF BEGINNING.

CONTAINING 728.78 ACRES, MORE OR LESS.

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	LEGAL DESCRIPTION	DSGN BY: RDF	 MATTHEWS DESIGN GROUP P.O. BOX 3126, 7 WALDO STREET ST. AUGUSTINE, FL 32084 PHONE: 904.826.1334 • FAX: 904.826.4547 INFO@MDGINC.COM
	STILLWATER	DWS BY: BDF	
	ST. JOHNS COUNTY	CHK BY: ARA	
	PREPARED FOR	DATE: 02/25/2020	
	LENNAR HOMES, LLC	JOB No.: 19099	

EXHIBIT 1B

LOCATION MAP OF THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT



NOT TO SCALE



LOCATION MAP
STILLWATER
ST. BERNARD COUNTY
INDIANLAND
LOWYER BRANDS, LLC

DATE	08/11/2011
TIME	10:00
BY	MM
NO.	000
REV.	000



**MATTHEWS
DESIGN GROUP**
P.O. BOX 1000, WASHINGTON, DC 20000
PHONE: 703.433.1100 • FAX: 703.433.1101
WWW.MATTHEWSGROUP.COM

EXHIBIT 2

**CONSENT OF LANDOWNERS
TO THE ESTABLISHMENT OF
THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT**

The land described in Exhibit 1 to this Petition comprises 100% of the real property proposed to be included within the boundaries of the Stillwater Community Development District. Such land is depicted graphically in Exhibit 1 to this Petition and the specific parcel to be included within the boundaries of the proposed Stillwater Community Development District is as follows:

Parcel Number	OWNER	MAILING ADDRESS
0098600050	WCI COMMUNITIES, LLC	9440 PHILLIPS HWY STE 7 JACKSONVILLE FL 32256

AFFIDAVIT OF CONSENT TO CDD ESTABLISHMENT

The undersigned hereby represents that he/she is the 100% fee simple owner of the property more fully described in **Exhibit 1** attached hereto and made a part hereof ("Property"), or, alternatively, represents that he/she has authority to bind **WCI COMMUNITIES, LLC**, a Delaware limited liability company, as the 100% fee simple owner of the Property with respect to the matters set forth herein (in either case, "Landowner"). The Landowner understands and acknowledges that a petition to establish a community development district ("CDD") is intended to be submitted in accordance with the provisions of Chapter 190, Florida Statutes. As the owner of lands which are intended to be included in the CDD, the Landowner understands and acknowledges that pursuant to the provisions of Section 190.046 and 190.005, Florida Statutes, the petitioner is required to include the written consent of one hundred percent (100%) of the owners of the lands to be included in the CDD.

The Landowner hereby consents to the inclusion of the Property as a part of the CDD. The Landowner agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the CDD establishment.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the Landowner.

This Consent of Landowner to CDD Establishment is executed as of the date written below.

WCI Communities, LLC,
a Delaware limited liability company,

By: _____

Name: Scott Keiling
Title: Vice President

Subscribed and sworn to before me before me by means of [] physical presence or [] online notarization, this 29th day of August, 2020 by Scott Keiling, a Vice President of WCI Communities, LLC, a Delaware limited liability company, who personally appeared before me, produced driver's license or is personally known to me.

[NOTARIAL SEAL]

Notary: _____
Print Name: Zenzi Rogers
Notary Public, State of Florida
My Commission Expires: 2/6/23

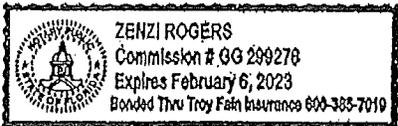


Exhibit 1

PREPARED BY AND RETURN TO:
SPENCER N. CUMMINGS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed as of the 20th day of June, 2019 by **RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC**, a Delaware limited liability company, FKA **TERRAPOINTE LLC**, a Delaware limited liability company ("**Grantor**"), whose address is 1 Rayonier Way, Wildlight, Florida 32097 to **WCI COMMUNITIES, LLC**, a Delaware limited liability company ("**Grantee**"), whose address is 9440 Phillips Highway, Suite 7, Jacksonville, Florida 32256.

WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part of this Deed (the "**Property**"); together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to current taxes, existing cemeteries, if any, easements, encroachments, servitudes, covenants, restrictions, zoning ordinances, rights-of-way of record, current and outstanding mineral interests not held by Grantor, riparian rights, title to lands lying below the mean high water line of any bodies of water; and the restrictions, easements, agreements, reservations and other matters of record set forth on **Exhibit "B"** attached hereto and made a part hereof (the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the same in fee simple forever.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for the Permitted Exceptions) and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to the Permitted Exceptions) but against none other.

By acceptance and execution of this Deed, Grantee covenants and agrees, for itself, its successors and assigns, to the following use restrictions which are binding on Grantee and shall run with title to the Property: (a) the Property may not be used for any mobile home park; nor shall any mobile, modular, or manufactured homes, panelized and pre-cut homes (excluding (i) roofing truss systems and (ii) temporary sales and construction trailers) be placed on any of the Property; (b) the Property may not be used for the parking of recreational vehicles (permanent or nonpermanent) or house trailers at the Property except to the extent that such recreational vehicles or house trailers are parked in enclosed garages or specific areas within the Property designated by any property owners association or homeowners association with jurisdiction over the Property; and (c) the development of the Property for commercial use shall be limited to a combined total of ninety (90) acres (collectively, the "**Use Restrictions**"). These covenants and restrictions shall expire upon the twentieth anniversary date of this deed being recorded in the public records of St. Johns County, Florida. If Grantee or its successors and assigns shall violate any of the covenants

Signed, sealed and delivered
in the presence of:

Christy King
Print Name: Christy King

Danielle Mayoros
Print Name: Danielle Mayoros

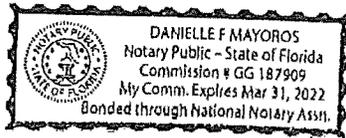
GRANTEE:

WCI COMMUNITIES, LLC,
a Delaware limited liability company

By: Matt Devereaux
Name: Matt Devereaux
Title: Division President / VP

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 19th day of June, 2019, by Matt Devereaux, the Division President / VP of **WCI COMMUNITIES, LLC**, a Delaware limited liability company, on behalf of the company.



Danielle F Mayoros
(Print Name Danielle F Mayoros)
NOTARY PUBLIC
State of Florida at Large
Commission # GG 187909
My Commission Expires: 3/31/2022
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT "A"

PROPERTY

PARCEL 1:

WCI MIDDLEBOURNE NORTH PARCEL:

A portion of Section 11, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

Begin at the intersection of the Southwesterly right of way line of Longleaf Pine Parkway (County Road 244 East, a 150 foot right of way, per Map Book 59, page 13 through 21, inclusive, of the public records of said county, with the Westerly line of those lands described and recorded in Official Records Book 2586, page 2, of said public records; thence Southwesterly, Southerly, and Westerly along said Westerly line of those lands described and recorded in Official Records Book 2586, page 2, run the following five (5) courses and distances: Course No. 1: South 23°17'56" West, 681.04 feet to the point of curvature of a curve leading Southerly; Course No. 2: Southerly along and around the arc of said curve, concave Easterly, having a radius of 1950.00 feet, an arc distance of 378.10 feet, said arc being subtended by a chord bearing and distance of South 17°44'39" West, 377.51 feet to the point of tangency of said curve; Course No. 3: South 12°11'22" West, 279.25 feet to the point of curvature of a curve leading Southwesterly; Course No. 4: Southwesterly along and around the arc of said curve, concave Northwesterly, having a radius of 550.00 feet, an arc distance of 554.33 feet, said arc being subtended by a chord bearing and distance of South 41°03'47" West, 531.17 feet to the point of tangency of said curve; Course No. 5: South 69°56'11" West, 310.44 feet to the Easterly right of way line of proposed County Road No. 223, as described and recorded in Official Records Book 3329, page 825, said public records; thence Northerly, Northeasterly, and Easterly along last said line, run the following four (4) courses and distances: Course No. 1: North 20°03'38" West, 1249.12 feet to the point of curvature of a curve leading Northerly; Course No. 2: Northerly along and around the arc of said curve, concave Easterly, having a radius of 1435.00 feet, an arc distance of 1169.95 feet, said arc being subtended by a chord bearing and distance of North 03°17'45" East, 1137.82 feet to the point of tangency of said curve; Course No. 3: North 26°39'09" East, 192.81 feet to the point of curvature of a curve leading Easterly; Course No. 4: Easterly along and around the arc of said curve, concave Southerly, having a radius of 25.00 feet, an arc distance of 40.58 feet, said arc being subtended by a chord bearing and distance of North 73°09'08" East, 36.27 feet to the aforesaid Southwesterly right of way line of Longleaf Pine Parkway and the point of tangency of said curve; thence South 60°20'52" East along last said line, 1136.97 feet to the point of curvature of a curve leading Southeasterly; thence Southeasterly, continuing along last said line and along and around the arc of said curve, concave Northeasterly, having a radius of 2940.00 feet, an arc distance of 375.92 feet, said arc being subtended by a chord bearing and distance of South 64°00'38" East, 375.66 feet to the Point of Beginning.

Less and Except:

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS AS DESCRIBED BY OFFICIAL RECORDS 2110, PAGE 1486 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, SAID LANDS LYING IN SECTION 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID POINT BEING A FOUND LIGHTHOOD POST; THENCE SOUTH 88°24'46" WEST, ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1602.17 FEET TO A 5/8" IRON ROD IDENTIFIED AS "B40"; SAID 5/8" IRON ROD BEING THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7036, PAGE 1107, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 02°33'39" EAST, PARALLEL TO THE EAST LINE OF SAID SECTION 11, A DISTANCE OF 2640.48; THENCE NORTH 89°06'24" WEST, A DISTANCE OF 196.84 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 2940.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°26'03", AN ARC LENGTH OF 1082.85 FEET TO THE POINT OF BEGINNING; SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 78°23'22" WEST, 1093.45 FEET;

THENCE SOUTH 23°18'07" WEST, A DISTANCE OF 681.77 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1950.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°06'54", AN ARC LENGTH OF 370.10 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°44'50" WEST, 377.51 FEET; THENCE SOUTH 12°11'33" WEST, A DISTANCE OF 273.25 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°44'48", AN ARC LENGTH OF 554.33 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°03'57" WEST, 531.18 FEET; THENCE SOUTH 69°58'22" WEST, A DISTANCE OF 310.22 FEET; THENCE NORTH 20°00'38" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 88°56'22" EAST, A DISTANCE OF 310.22 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°44'48", AN ARC LENGTH OF 453.54 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 41°03'57" EAST, 434.69 FEET; THENCE NORTH 12°11'33" EAST, A DISTANCE OF 273.25 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 2050.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°06'54", AN ARC LENGTH OF 397.49 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°44'50" EAST, 396.87 FEET; THENCE NORTH 23°18'07" EAST, A DISTANCE OF 681.77 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 2940.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°58'36", AN ARC LENGTH OF 100.00 FEET TO THE POINT OF BEGINNING, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°41'53" EAST, 100.00 FEET.

PARCEL 2:

WCI MIDDLEBOURNE SOUTH PARCEL:

A portion of Sections 11, 13, 14, 23, and 24, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

Begin at the Northwest corner of Lot 37, as shown on the plat of Wildfire Pines One at Cimarrone Golf & Country Club, recorded in Map Book 39, page 65 through 70, inclusive, of the public records of said county; thence Southerly and Southeasterly along last said line, run the following four (4) courses and distances: Course No. 1: South 09°55'18" East, 149.78 feet; Course No. 2: South 30°00'21" East, 640.24 feet; Course No. 3: South 51°51'44" East, 107.78 feet; Course No. 4: South 30°03'39" East, 79.25 feet to the Westerly line of those lands designated Golf Parcel "E", described and recorded in Official Records Book 1422, page 624, of said public records; thence Southeasterly and Southerly along last said line, run the following five (5) courses and distances: Course No. 1: South 10°11'33" East, 113.83 feet; Course No. 2: South 49°23'59" East, 116.82 feet; Course No. 3: South 30°03'39" East, 601.66 feet; Course No. 4: South 16°18'24" East, 36.43 feet; Course No. 5: South 22°13'33" East, 50.85 feet; thence South 15°45'43" East, 463.11 feet to the Northerly prolongation of the Westerly line of the plat of Cimarrone Golf & Country Club Unit One, recorded in Map Book 23, pages 6 through 14, inclusive, of said public records; thence South 01°41'43" East along last said line, and along the Westerly line of said Cimarrone Golf & Country Club Unit One, 197.29 feet; thence Southerly and Southwesterly, continuing along said Westerly

line of Cimarrone Golf & Country Club Unit One, run the following nine (9) courses and distances: Course No. 1: South 00°44'20" West, 247.20 feet; Course No. 2: South 06°30'22" East, 258.30 feet; Course No. 3: South 14°05'45" East, 332.96 feet; Course No. 4: South 13°18'23" East, 314.43 feet; Course No. 5: South 06°37'12" East, 427.25 feet; Course No. 6: South 10°49'58" East, 249.31 feet; Course No. 7: South 02°40'51" East, 266.39 feet; Course No. 8: South 23°41'07" West, 397.27 feet; Course No. 9: South 15°58'40" West, 336.82 feet to the Northwesterly line of those lands designated Golf Parcel "B", described and recorded in Official Records Book 1422, page 624 of said public records; thence Southwesterly along last said line, run the following three (3) courses and distances: Course No. 1: South 15°30'06" West, 179.84 feet; Course No. 2: South 37°30'13" West, 291.42 feet; Course No. 3: South 32°02'23" West, 121.77 feet; thence South 41°49'25" West, continuing along last said line and along the Northwesterly line of those lands described and recorded in Official Records Book 3234, page 1257 of said public records, 500.27 feet to the Northeasterly line of those lands described and recorded in Official Records Book 1700, page 112, of said public records; thence North 42°31'56" West along last said line, 50.00 feet to the Northwesterly line of last said lands; thence South 47°41'19" West along last said line, 50.00 feet to the Northerly line of those lands described and recorded in Official Records Book 3055, page 248, of said public records; thence Northwesterly and Southwesterly along last said line, run the following three (3) courses and distances: Course No. 1: North 42°23'34" West, 14.73 feet; Course No. 2: South 48°07'46" West, 189.64 feet; Course No. 3: South 39°11'57" West, 255.85 feet to the Southwesterly line of last said lands; thence South 42°31'56" East along last said line, 881.62 feet to the Northwesterly right of way line of County Road 210 (a 100 foot right of way as now established); thence South 47°27'37" West along last said line, 1970.03 feet to the point of curvature of a curve leading Southwesterly; thence Southwesterly, continuing along last said line and along and around the arc of said curve, concave Northwesterly, having a radius of 427.46 feet, an arc distance of 99.64 feet, said arc being subtended by a chord bearing and distance of South 54°08'17" West, 99.42 feet to the Easterly line of those lands described and recorded in Official Records Book 4029, page 659 of said public records, also being the Easterly line of those lands described and recorded in Official Records Book 4089, page 295 of said public records; thence North 02°09'50" West along last said line and along the Easterly line of the plat of Stone Creek Landing recorded in Map Book 78, pages 22 through 27, inclusive, of said public records, 1024.84 feet to the Northerly line of said lands described and recorded in Official Records Book 4029, page 659, also being the Northerly line of said plat of Stone Creek Landing; thence North 89°13'00" West along last said line, 1296.71 feet to the Northeasterly line of those lands designated Helow Tract, described and recorded in Official Records Book 1307, page 1419, of said public records; thence North 61°45'29" West along last said line, 1455.91 feet to the Easterly right of way line of proposed County Road No. 223, as described and recorded in Official Records Book 3329, page 825, said public records; thence Northeasterly and Northerly along last said line, run the following four (4) courses and distances: Course No. 1: North 32°25'17" East, 1255.75 feet to the point of curvature of a curve leading Northerly; Course No. 2: Northerly along and around the arc of said curve, concave Westerly, having a radius of 1115.00 feet, an arc distance of 805.70 feet, said arc being subtended by a chord bearing and distance of North 11°43'13" East, 788.28 feet to the point of tangency of said curve; Course No. 3: North 08°58'50" West, 6445.56 feet to the point of curvature of a curve leading Northerly; Course No. 4: Northerly along and around the arc of said curve, concave Westerly, having a radius of 1115.00 feet, an arc distance of 163.68 feet, said arc being subtended by a chord bearing and distance of North 13°11'10" West, 163.54 feet to the Southerly line of those lands described and recorded in Official Records Book 2586, page 2, of

said public records; thence South 87°48'21" East along last said line and along the Easterly prolongation thereof, 2094.10 feet to the Northeasterly line of said Parcel No. 5; thence Southerly, Southeasterly and Northeasterly along last said line, run the following three courses and distances: Course No. 1: South 02°47'10" East, 423.96 feet; Course No. 2: South 30°31'06" East, 2270.93 feet; Course No. 3: North 34°11'11" East, 760.71 feet to the Point of Beginning.

PARCEL 3:

ACCESS PARCEL:

A portion of Sections 11 and 14, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

Begin at the most Westerly corner of County Road 244 East (a 150 foot right of way, as shown and recorded in Map Book 59, pages 13 through 21, inclusive of the public records of said St. Johns County), said point also being on the dividing line between said County Road 244 East and County Road 244 West (a 150 foot right of way, as shown and recorded in Map Book 59, pages 51 through 67, inclusive of said public records); thence North 60°20'52" West along the Southwesterly right of way line of said County Road 244 West, 180.25 feet to the Westerly line of Exhibit "A" as described and recorded in Official Records Book 3329, page 825 of said public records and the arc of a curve leading Southerly; thence Southerly, Southwesterly, and Southeasterly along last said line, run the following ten (10) courses and distances: Course No. 1: Southerly along and around the arc of said curve, concave Westerly, having a radius of 25.00 feet, an arc distance of 37.96 feet, said arc being subtended by a chord bearing and distance of South 16°50'52" East, 34.42 feet to the point of tangency of said curve; Course No. 2: South 26°39'09" West, 202.25 feet to the point of curvature of a curve leading Southerly; Course No. 3: Southerly along and around the arc of said curve, concave Easterly, having a radius of 1565.00 feet, an arc distance of 1275.94 feet, said arc being subtended by a chord bearing and distance of South 03°17'45" West, 1240.89 feet to the point of tangency of said curve; Course No. 4: South 20°03'38" East, 1300.37 feet to the point of curvature of a curve leading Southeasterly; Course No. 5: Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 1115.00 feet, an arc distance of 310.30 feet, said arc being subtended by a chord bearing and distance of South 28°02'00" East, 309.30 feet to the point of tangency of said curve; Course No. 6: South 36°00'21" East, 127.42 feet to the point of curvature of a curve leading Southeasterly; Course No. 7: Southeasterly along and around the arc of said curve, concave Southwesterly, having a radius of 985.00 feet, an arc distance of 410.61 feet, said arc being subtended by a chord bearing and distance of South 24°03'49" East, 407.65 feet; Course No. 8: South 87°48'40" East, 66.95 feet to the arc of a curve leading Southerly; Course No. 9: Southerly along and around the arc of said curve, concave Westerly, having a radius of 1050.00 feet, an arc distance of 41.01 feet, said arc being subtended by a chord bearing and distance of South 10°05'58" East, 41.00 feet to the point of tangency of said curve; Course No. 10: South 08°58'50" East, 2336.65 feet; thence North 81°01'10" East, 65.00 feet to the Easterly line of said Exhibit "A" as described and recorded in Official Records Book 3329, page 825; thence Northerly, Northwesterly, Northeasterly, and Easterly along last said line, run the following eight (8) courses and distances: Course No. 1: North 08°58'50" West, 2336.65 feet to the point of curvature of a curve leading Northwesterly; Course No. 2: Northwesterly along and around the arc of said curve, concave Southwesterly,

having a radius of 1115.00 feet, an arc distance of 525.92 feet, said arc being subtended by a chord bearing and distance of North 22°29'36" West, 521.06 feet to the point of tangency of said curve; Course No. 3: North 36°00'21" West, 127.42 feet to the point of curvature of a curve leading Northwesterly; Course No. 4: Northwesterly along and around the arc of said curve, concave Northeasterly, having a radius of 985.00 feet, an arc distance of 274.12 feet, said arc being subtended by a chord bearing and distance of North 28°02'00" West, 273.24 feet to the point of tangency of said curve; Course No. 5: North 20°03'38" West, 1300.37 feet to the point of curvature of a curve leading Northerly; Course No. 6: Northerly along and around the arc of said curve, concave Easterly, having a radius of 1435.00 feet, an arc distance of 1169.95 feet, said arc being subtended by a chord bearing and distance of North 03°17'45" East, 1137.82 feet to the point of tangency of said curve; Course No. 7: North 26°39'09" East, 192.81 feet to the point of curvature of a curve leading Easterly; Course No. 8: Easterly along and around the arc of said curve, concave Southerly, having a radius of 25.00 feet, an arc distance of 40.58 feet, said arc being subtended by a chord bearing and distance of North 73°09'08" East, 36.27 feet to the Point of Beginning.

EXHIBIT "B"

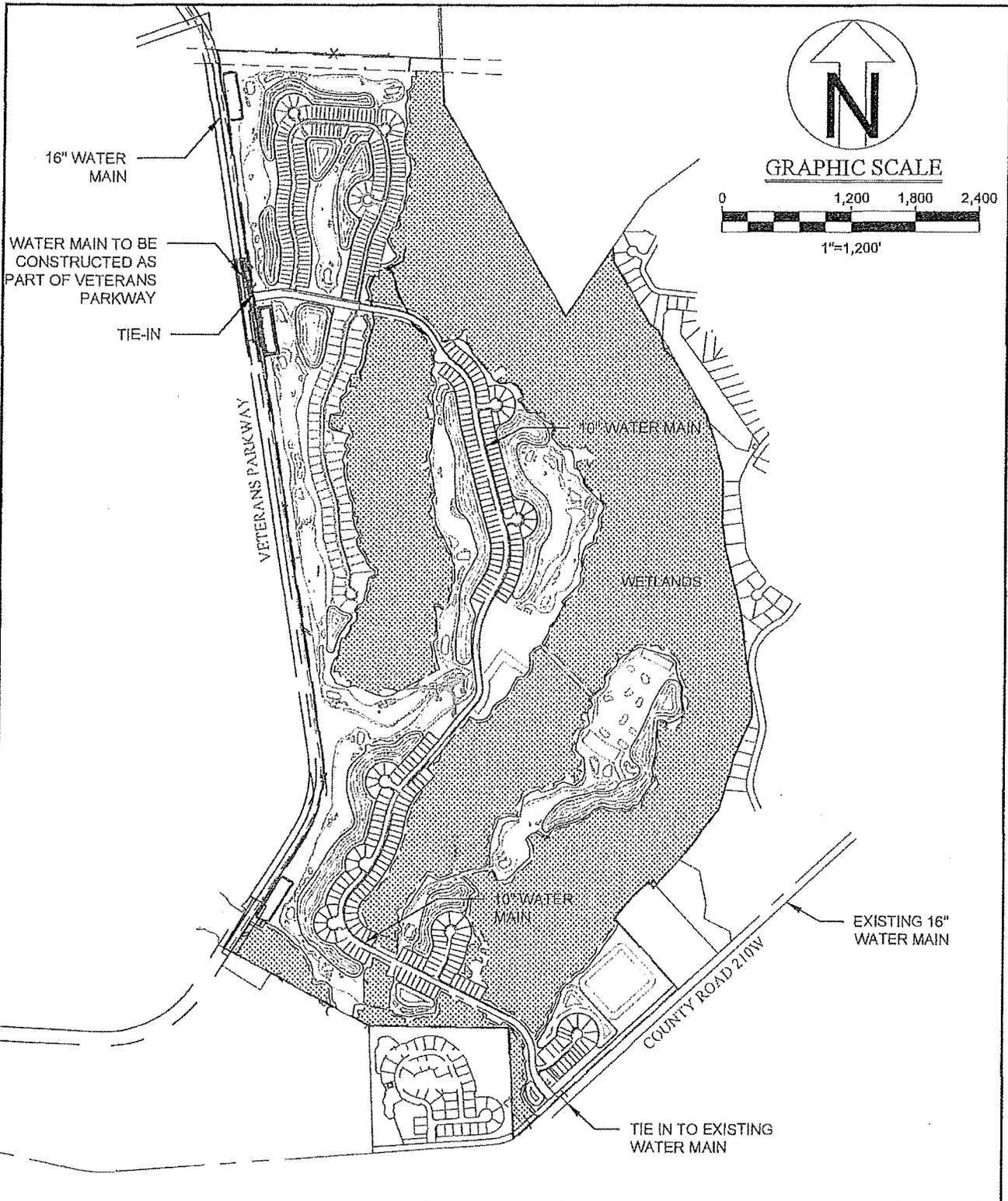
PERMITTED EXCEPTIONS

All recording references below refer to the public records of St. Johns County, Florida.

1. Easement as set forth in Instrument recorded in Deed Book 196, page 101. (As to Parcel 2)
2. Easement as set forth in Official Records Book 878, page 1152, as affected by Assignment of Rights in Easements recorded in Official Records Book 2815, page 1058. (As to Parcel 2, and Access Parcel 3)
3. Terms, conditions, provisions and other matters in Right-of-Way (and appurtenant Ponds) Contribution Agreement dated October 24, 2005 between The St. Joe Company and Terrapointe LLC, a Delaware limited liability company as noticed deed in Official Records Book 2815, page 1013, and in Deed (Contribution) in Official Records Book 2984, page 1058, Easement and Consent to Use of Right-of-Way Agreement as filed June 30, 2010 in Official Records Book 3329, page 825, as affected by Assignment of Easements and Agreements assigning a partial interest as filed December 20, 2010 in Official Records Book 3389, page 327. (As to Access Parcel 3)
4. Easement and Consent to Use of Right of Way Agreement between The St. Joe Company, a Florida corporation and People's Gas System a division of Tampa Electric Company, a Florida corporation as set forth in instrument recorded in Official Records Book 3329, page 825. (As to Access Parcel 3)
5. Easement and Consent to Use of Right of Way Agreement between Terrapointe, LLC, a Delaware limited liability company and People's Gas System, a division of Tampa Electric Company, a Florida corporation as set forth in instrument recorded in Book 3323, page 1322. (As to Access Parcel 3)
6. Terms, conditions, and covenants of said easements as set forth Special Warranty Deed recorded December 20, 1999 in Official Records Book 1462, page 1057. (As to Access Parcel 3)
7. Terms, conditions, covenants and provisions of Temporary Utility Easement to JEA as filed April 20, 2007 in Official Records Book 2904, page 519. (As to Access Parcel 3)
8. Terms, conditions, and provisions of Access Easement to United Waterworks, Inc. as filed November 7, 1997 in Official Records Book 1275, page 1659. (As to Access Parcel 3)
9. Easement by instrument recorded in Official Records Book 2586, page 6, as affected by Assignment of Rights in Easements dated November 9, 2006, to be recorded in the public records of St. Johns County, Florida. (As to Parcel 1)

EXHIBIT 3

**MAPS OF THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT
SHOWING CURRENT AND PROPOSED MAJOR TRUNK WATER MAINS AS WELL
AS SEWER INTERCEPTORS AND OUTFALLS**



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MASTER WATER PLAN

STILLWATER

ST. JOHN'S COUNTY

PREPARED FOR

LENNAR HOMES, LLC

DSGN BY: RDF

DWG BY: BDF

CHK BY: ARA

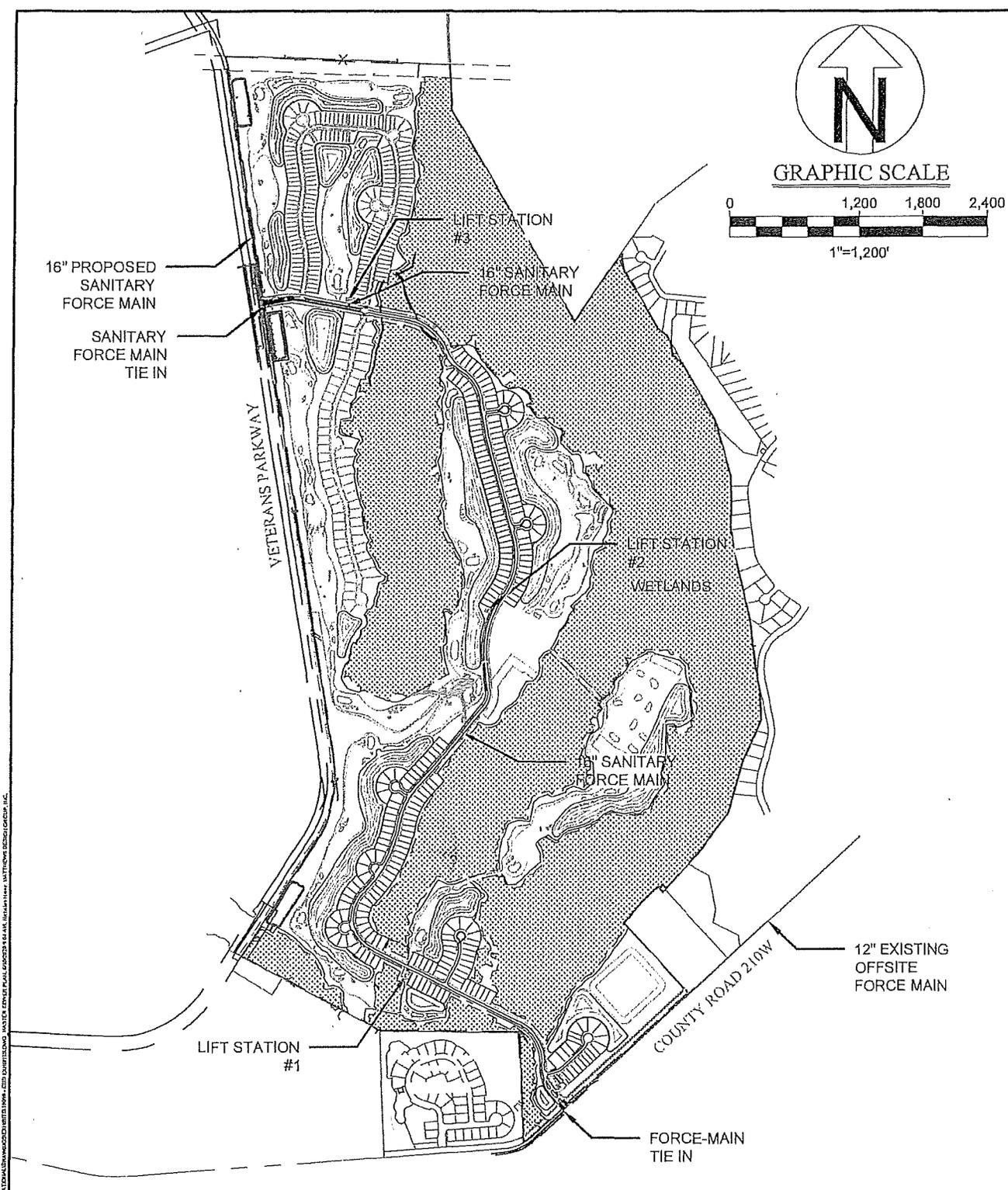
DATE: 02/26/2020

JOB No.: 15099



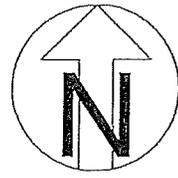
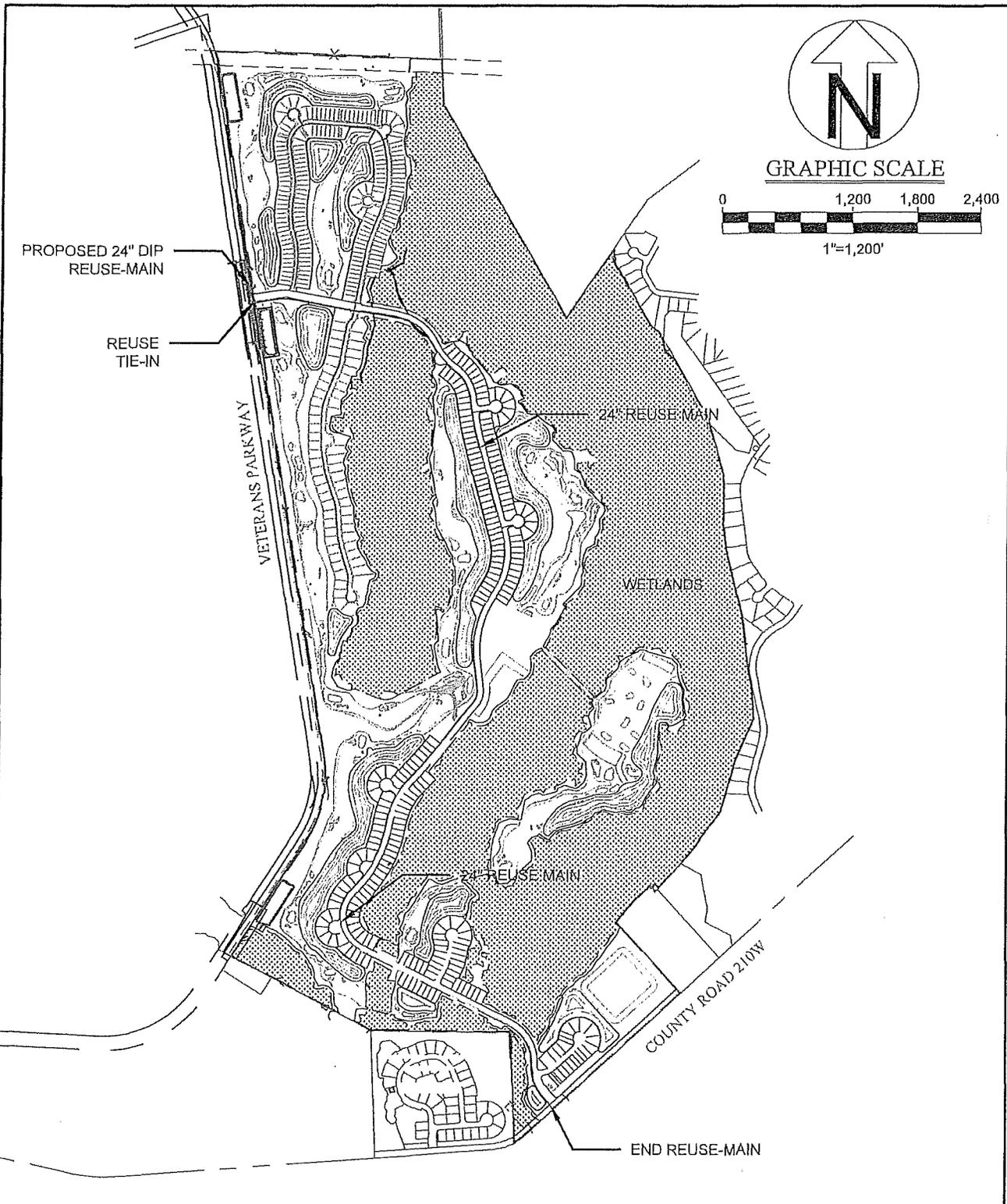
**MATTHEWS
DESIGN GROUP**

P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FL 32084
PHONE: 904.826.1334 • FAX: 904.826.4547
INFO@MDGINC.COM

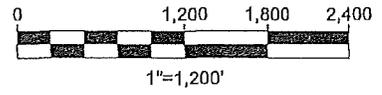


PROJECT NO. 190699 - SHEET 01 OF 01 - MASTER SEWER PLAN - STILLWATER - ST. JOHNS COUNTY - PREPARED FOR LENNAR HOMES, LLC - DATE: 02/25/2020 - DESIGNER: R.D.F. - CHECKER: B.D.F. - MATTHEWS DESIGN GROUP, INC.

MASTER SEWER PLAN STILLWATER ST. JOHNS COUNTY PREPARED FOR LENNAR HOMES, LLC		DSGN BY: RDF DWG BY: BDF CHK BY: ARA DATE: 02/25/2020 JOB No.: 190699	 MATTHEWS DESIGN GROUP P.O. BOX 3126, 7 WALDO STREET ST. AUGUSTINE, FL 32084 PHONE: 904.826.1334 • FAX: 904.826.4547 INFO@MDGINC.COM
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GRAPHIC SCALE



PROPOSED 24" DIP REUSE-MAIN

REUSE TIE-IN

VETERANS PARKWAY

24" REUSE MAIN

WETLANDS

24" REUSE MAIN

COUNTY ROAD 210W

END REUSE-MAIN

S:\PROJECTS\2020\2020-02-25\STILLWATER\MASTER REUSE PLAN\SPRINGS\RAV\INSTRUMENTS\11-11-2020\11-11-2020.DWG

MASTER REUSE PLAN

STILLWATER
 ST. JOHNS COUNTY
 PREPARED FOR
 LENNAR HOMES, LLC

DSGN BY:	ROF
DWG BY:	BDF
CHK BY:	ARA
DATE:	02/25/2020
JOB No.:	19099



**MATTHEWS
 DESIGN GROUP**

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EXHIBIT 4A

ESTIMATED INFRASTRUCTURE CONSTRUCTION TIMETABLE

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Improvement Category	Start Date	Completion Date
Clearing & Earthwork	May 2020	August 2020
Storm Drainage	May 2020	October 2020
Roadways and Sidewalks	August 2020	March 2021
Sanitary Sewer	August 2020	March 2021
Potable Water	August 2020	March 2021
Reclaimed Water	August 2020	March 2021
Landscaping	August 2020	August 2021
Entry Signage and Gates	October 2020	November 2020
Veterans North Roadway	August 2020	August 2021
Veterans South Roadway	August 2020	August 2021
County Road 210 Roadway	August 2020	August 2021

EXHIBIT 4B

CONSTRUCTION COST ESTIMATES AND DESIGNATION OF ENTITY/ENTITIES RESPONSIBLE FOR FUNDING/OWNERSHIP/OPERATION AND MAINTENANCE

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Improvement Category	Total Cost	Funded By	Owned By	Operated/ Maintained By
Clearing & Earthwork	\$991,592.69	CDD	CDD	CDD
Storm Drainage	\$1,622,336.42	CDD	CDD	CDD
Roadways and Sidewalks	\$1,802,203.65	CDD	CDD	CDD
Sanitary Sewer	\$2,160,002.44	CDD	JEA	JEA
Potable Water	\$760,815.73	CDD	JEA	JEA
Reclaimed Water	\$674,052.47	CDD	JEA	JEA
Landscaping	\$624,652.74	CDD	CDD	CDD
Entry Signage and Gates	\$2,500,000.00	CDD	CDD	CDD
Veterans North Roadway	\$5,600,000.00	CDD	SJC	SJC
Veterans South Roadway	\$4,200,000.00	CDD	SJC	SJC
County Road 210 Roadway	\$119,438.85	CDD	SJC	SJC
Total	\$21,055,094.99			

Acceptance of any offer of dedication shall be at the sole discretion of the Board of County Commissioners. Nothing herein shall be construed as affirmative acceptance by the Board of County Commissioners of improvements or any operation and maintenance obligation of the District.

These estimates contemplate the exercise of the only two (2) special powers requested by the Petitioner at this time: Section 190.012(2)(a), Florida Statutes: Parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and Section 190.012(2)(d): Security, including but not limited to guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars.

EXHIBIT 5

FUTURE LAND USE MAP

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 6

**STATEMENT OF ESTIMATED REGULATORY COSTS
STILLWATER COMMUNITY DEVELOPMENT DISTRICT**

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

June 17, 2020



Provided by

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Stillwater Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 728.78 +/- acres of land located within unincorporated St. Johns County, Florida (the "County") and is projected to contain approximately 555 residential dwelling units, which will make up the Stillwater development. The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Stillwater Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development currently anticipated to contain a total of approximately 555 residential dwelling units, all within the boundaries of the District. Tables 1 and 2 under Section 5.0 detail the anticipated improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Stillwater.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

- (a) An economic analysis showing whether the rule directly or indirectly:
1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (St. Johns County, according to Census 2010, has a population of 190,039; therefore, it is not defined as a small County for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

- 2.0 An economic analysis showing whether the ordinance directly or indirectly:
1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;
 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or
 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 728.78 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 555 residential dwelling units, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the

private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State or the County by virtue that the District will be one of many already existing similar districts within the State and also one of a many already existing similar districts in the County. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the County to offset any expenses that the County may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service

and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of their debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) the County and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. St. Johns County

The County and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the County. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the County as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 728.78 +/- acre master planned residential development currently anticipated to contain a total of approximately 555 residential dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 1,943 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The County, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The County is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of the County. Therefore, the County (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

St. Johns County, Florida

The proposed land for the District is located within unincorporated St. Johns County, Florida and consists of less than 2,500 acres. The County and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the County will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the County may incur in the processing of this petition. Finally, the County already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the County, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County, or any monitoring expenses the County may incur if it establishes a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately \$21,055,094.99. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Table 1

STILLWATER COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Clearing & Earthwork	CDD	CDD	CDD
Storm Drainage	CDD	CDD	CDD
Roadways and Sidewalks	CDD	CDD	CDD
Sanitary Sewer	CDD	JEA	JEA
Potable Water	CDD	JEA	JEA
Reclaimed Water	CDD	JEA	JEA
Landscaping	CDD	CDD	CDD
Entry Signage and Gates	CDD	CDD	CDD
Veterans North Roadway	CDD	SJC	SJC
Veterans South Roadway	CDD	SJC	SJC
County Road 210 Roadway	CDD	SJC	SJC

Acceptance of any offer of dedication shall be at the sole discretion of the Board of County Commissioners. Nothing herein shall be construed as affirmative acceptance by the Board of County Commissioners of improvements or any operation and maintenance obligation of the District.

Table 2

STILLWATER COMMUNITY DEVELOPMENT DISTRICT
Estimated Costs of Construction

CATEGORY	COST
Clearing & Earthwork	\$991,592.69
Storm Drainage	\$1,622,336.42
Roadways and Sidewalks	\$1,802,203.65
Sanitary Sewer	\$2,160,002.44
Potable Water	\$760,815.73
Reclaimed Water	\$674,052.47
Landscaping	\$624,652.74
Entry Signage and Gates	\$2,500,000.00
Veterans North Roadway	\$5,600,000.00
Veterans South Roadway	\$4,200,000.00
County Road 210 Roadway	\$119,438.85
Total	\$21,055,094.99

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the

operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, County or its dependent districts, or County management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if

applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

St. Johns County has a population of 190,039 according to the Census 2010 conducted by the United States Census Bureau and is therefore not defined as a "small" county according to Section 120.52, F.S.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Stillwater Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the County could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Stillwater development. First, unlike a CDD, this alternative would require the County to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Stillwater development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other County responsibilities. By contrast, if the County were to establish and administer a dependent Special District, then the residents and landowners of the Stillwater development would take their

grievances and desires to the County Commission meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a County-established, dependent Special District is not strictly the County's responsibility, any financial problems that a dependent Special District may have may reflect on the County. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Stillwater Community Development District.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the county after financing

EXHIBIT C – Pre-Filed Testimonies

7. No corrections or amendments to my pre-filed testimony are required.

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 29th day of September, 2020.

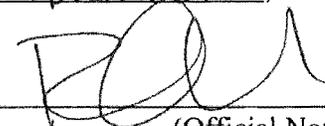


Alex Acree, P.E.

SWORN TO and SUBSCRIBED before me by means of physical presence or online notarization, this 30th day of September, 2020 by the Affiant.



[notary seal]



(Official Notary Signature)
Name: Rachel Washington
Personally Known _____
OR Produced Identification X
Type of Identification D

1 **TESTIMONY OF ALEX ACREE, P.E., FOR THE ESTABLISHMENT**
2 **OF THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT**

3
4 **1. Please state your name and business address.**

5
6 My name is Alex Acree, P.E. My business address is 7 Waldo St, St. Augustine, Florida
7 32084.

8
9 **2. By whom are you employed and in what capacity?**

10 Matthews Design Group, Inc., as a Senior Project Manager and a Florida Professional
11 Engineer.

12
13
14 **3. Please describe your duties with Matthews Design Group, Inc.**

15
16 Since March 2016, I have served as project manager for large master planned
17 communities, large and small residential developments, commercial and office
18 developments and municipal roadway stormwater and recreation projects.

19
20 **4. Please give your educational background, with degrees earned, major areas of study**
21 **and institutions attended.**

22
23 I have a received a Bachelor of Science degree in Civil Engineering from Florida State
24 University.

25
26 **5. Do you have any professional licenses, registrations or certifications?**

27
28 I am a registered Professional Engineer in the State of Florida. My license number is
29 #73155.

30
31 **6. Are you familiar with the Petition to Establish (“Petition”) Stillwater Community**
32 **Development District (“Proposed District”), filed by WCI Communities, LLC**
33 **(“Petitioner”)?**

34
35 Yes.

36
37 **7. Have you reviewed the Petition and approved its contents?**

38
39 Yes, I have to the extent that it contains contents that were prepared by me or at my
40 direction.

41
42 **8. What has been your role with respect to the Proposed District’s establishment**
43 **proceeding?**

44
45 I reviewed the overall cost estimates prepared by our firm under my direction and the
46 various engineering exhibits that were required for submittal.

1
2 **9. Did you prepare, or have others under your supervision prepare, any of the exhibits**
3 **attached to the Petition?**

4
5 Yes, Exhibits 1A, 1B, 3, 4A, 4B and 5 were prepared by my firm.
6

7 **10. Do any of those Petition exhibits require any change or correction?**
8

9 No changes or corrections are required.
10

11 **11. Are Petition Exhibits 1A, 1B, 3, 4A, 4B and 5 true and correct to the best of your**
12 **knowledge and belief?**

13
14 Yes.
15

16 **12. In general, what do Petition Exhibits 1A, 1B, 3, 4A, 4B and 5 demonstrate?**
17

18 Exhibit 1A is a metes and bounds description of the boundaries of the Proposed District.
19

20 Exhibit 1B is a vicinity map which graphically delineates the general location of the
21 Proposed District.
22

23 Exhibit 3 includes maps that graphically depict current and proposed major trunk water
24 mains as well as sewer interceptors and outfalls.
25

26 Exhibit 4A summarizes the estimated infrastructure construction timetable.
27

28 Exhibit 4B summarizes the construction cost estimates and designation of entities
29 responsible for funding, ownership, and operation and maintenance of the Proposed
30 District.
31

32 Exhibit 5 is a map which identifies future land uses for the areas within and adjacent to
33 the Proposed District.
34

35 **13. Would you generally describe the services and facilities that the Proposed District is**
36 **expected to provide?**
37

38 The Petitioner presently intends for the Proposed District to participate in the acquisition
39 or construction of certain improvements including but are not limited to clearing &
40 earthwork, storm drainage, roadways and sidewalks, sanitary sewer, potable water,
41 reclaimed water, landscaping and entry signage and gates.
42

43 **14. Are the construction cost estimates for the proposed facilities, as identified in**
44 **Exhibit 4B for the Proposed District, reasonable?**
45

1 Yes, I have reviewed the construction cost estimates and, to the best of my knowledge,
2 information and belief and based on the information available, the construction cost
3 estimates for the Proposed District are reasonable based on my experience and
4 knowledge of the local construction industry.
5

6 **15. Based on your training and experience as a professional engineer, do you have an**
7 **opinion as to whether the Proposed District is of sufficient size, sufficient**
8 **compactness and sufficient contiguity to be developable as a functional interrelated**
9 **community?**

10
11 Yes, I do.
12

13 **16. What is your opinion?**
14

15 It is my professional opinion that the Proposed District meets the indicated requirements
16 to be a functional interrelated community because it is of sufficient size, is sufficiently
17 compact and sufficiently contiguous to be developed with infrastructure systems,
18 facilities and services as one functionally interrelated community.
19

20 **17. What is the basis for your opinion?**
21

22 First, the lands to be included within the Proposed District have sufficient significant
23 infrastructure needs to be developable as a functionally interrelated community. Second,
24 this necessary infrastructure can be provided by the Proposed District in a cost effective
25 manner based upon the specific design of the community. Furthermore, the use of one
26 development plan whose infrastructure is implemented by a community development
27 district ("CDD") to provide the community services and facilities will ensure that the
28 proposed improvements are provided and maintained in an efficient, functional and
29 integrated manner.
30

31 **18. As a professional engineer and planner for this project, do you have an opinion as to**
32 **whether the services and facilities to be provided by the Proposed District will be**
33 **incompatible with the capacities and uses of existing local and regional community**
34 **development facilities and services?**
35

36 My opinion is that the Proposed District will not be incompatible with the capacities and
37 uses of existing local and regional community facilities and services.
38

39 **19. What is the basis for your opinion?**
40

41 In order to answer this question, it is necessary to look to the community development
42 services and facilities which will be provided by the Proposed District to the lands within
43 its boundaries and to compare this to the *existing* community development services and
44 facilities presently available to those lands, but currently, the planned infrastructure
45 improvements that the Proposed District plans to provide do not exist on the property.
46

1 There is no duplication or overlap of facilities or services because no other entity or unit
2 of government is presently funding or providing the improvements proposed by the
3 Proposed District. Therefore, the Proposed District will be an efficient entity to
4 participate in the construction and maintenance of the necessary infrastructure
5 improvements.
6

- 7 **20. As a professional engineer and planner for this project, do you have an opinion as to**
8 **whether the area to be included within the Proposed District is amenable to being**
9 **served by separate special district government?**

10
11 Yes. The Proposed District encompasses approximately 728.78 acres.
12

13 First, land covering of this size is large enough to support its own community with
14 individual facility and service needs. Second, although maintenance of improvements is
15 also a concern, the Proposed District can be utilized as an efficient long-term mechanism
16 to ensure that the residents of the Proposed District pay for and receive proper and
17 required maintenance. Therefore, my opinion is that the area within the Proposed District
18 is amenable to separate special district government.
19

- 20 **21. As a professional engineer and planner for this project, do you have an opinion as to**
21 **whether the Proposed District is the best alternative to provide the proposed**
22 **community development services and facilities to the area that will be served?**
23

24 Yes.
25

- 26 **22. What is your opinion?**
27

28 It is my opinion that the Proposed District is the best alternative to provide the proposed
29 services and facilities within the Proposed District.
30

- 31 **23. What is the basis of your opinion?**
32

33 The Proposed District is a long-term, stable, perpetual entity capable of funding,
34 constructing and, in some cases, maintaining the facilities over the lifetime of the
35 facilities because the Proposed District has the advantage of being a unit of local
36 government, which has access to the tax-exempt bond market. Neither a property
37 owners' nor homeowners' association ("POA"/ "HOA") has the ability to finance
38 infrastructure of the nature and scope contemplated here, or manage the construction,
39 acquisition or maintenance of the public infrastructure. Neither is authorized to place a
40 first lien on property if the owner does not pay its maintenance assessments. Overall, the
41 Proposed District would be a more timely, reliable and cost-efficient mechanism to
42 deliver and maintain the needed community improvements.
43

- 44 **24. Can you provide an example of a service or facility and explain why a CDD is a**
45 **preferred alternative for long-term operation and maintenance?**
46

1 Yes. An example would be a stormwater management system. By statute, CDDs and
2 POAs are permitted to operate and maintain these systems. However, POAs are
3 generally required by typical water management district rules to provide significantly
4 more information and documentation before they are authorized to operate and maintain a
5 stormwater management system. Such documentation generally must (i) indicate that the
6 association has the required financial capabilities, (ii) mandate that the association will
7 operate and maintain such systems and (iii) provide that the association cannot be
8 dissolved until another entity is found to maintain the system.

9
10 A CDD, which is generally considered to be a more secure financial, legal and
11 administrative entity, generally must simply provide a letter to the water management
12 district committing that the district will accept operation and maintenance responsibility.
13 All things being equal, a CDD is preferred over a POA/HOA for operation and
14 maintenance of a stormwater management system.

- 15
16 **25. In the course of your work in Florida, have you had an opportunity to work with the**
17 **State Comprehensive Plan found in Chapter 187, *Florida Statutes* (“State**
18 **Comprehensive Plan”)?**

19
20 Yes, I have often referred to the State Comprehensive plan in rendering consultation to
21 public and private entities.

- 22
23 **26. In the course of your work in Florida, have you had an opportunity to review local**
24 **government comprehensive plans?**

25
26 Yes.

- 27
28 **27. What types of land development projects have you worked on which involved**
29 **analyzing consistency with the state and local comprehensive plans?**

30
31 I have worked on numerous large master planned communities. I have also helped to
32 review local comprehensive plans, evaluations and appraisals of comprehensive plans,
33 and have assisted with amendments to existing comprehensive plans for several Florida
34 municipalities. All require consistency with comprehensive plans or amendments to
35 change the comprehensive plan so that the development complies with the plan.

- 36
37 **28. Do you have an opinion, as someone experienced in planning, as to whether the**
38 **establishment of the Proposed District is inconsistent with any applicable element or**
39 **portion of the State Comprehensive Plan?**

40
41 Yes.

1 **29. What is that opinion?**

2
3 It is my opinion that the establishment of the Proposed District is not inconsistent with
4 any applicable element or portion of the State Comprehensive Plan.
5

6 **30. What is the basis for that opinion?**

7
8 I have reviewed, from a planning perspective, applicable portions of the State
9 Comprehensive Plan which relate to the establishment of a community development
10 district.
11

12 The State Comprehensive Plan "provides long-range policy guidance for the orderly
13 social, economic, and physical growth of the state." The State Comprehensive Plan sets
14 forth 25 subjects, goals, and numerous policies. Two subjects are particularly relevant,
15 from a planning perspective, to the establishment of the Proposed District: No. 15- Land
16 Use and No. 25- Plan Implementation.
17

18 **31. What is Subject 15 and why is it relevant?**

19
20 Subject 15 recognizes the importance of locating development in areas that have the
21 fiscal abilities and service capacity to accommodate growth. It is relevant because
22 community development districts are designed to provide infrastructure services and
23 facilities in a fiscally responsible manner to the areas which can accommodate
24 development. The Proposed District is not inconsistent with this goal because the
25 Proposed District will have the fiscal capability to provide the specified services and
26 facilities in this growth area. Additionally, under this subject, Policy 1 is relevant.
27

28 **32. What is Policy 1 and why is it relevant?**

29
30 Policy 1 promotes efficient development activities in areas which will have the capacity
31 to service new populations and commerce. The Proposed District will be a vehicle to
32 provide a high quality of infrastructure facilities and services in an efficient and focused
33 manner at sustained levels over the long term life of the community.
34

35 **33. You also mentioned Subject 25. What is this and why is it relevant?**

36
37 This Subject calls for systematic planning capabilities to be integrated into all levels of
38 government throughout the state, with particular emphasis on improving inter-
39 governmental coordination and maximizing citizen involvement. The Proposed District
40 will be able to finance and construct (and operate and maintain) the contemplated
41 infrastructure improvements as authorized under Chapter 190, *Florida Statutes*, subject to
42 and not inconsistent with the local government comprehensive plan and land
43 development regulations. Citizen involvement is maximized since board meetings are
44 publicly advertised, open to the public, and property owners can be involved in the
45 provision of the improvements. Additionally, establishment of the Proposed District will
46 enhance governmental coordination since Section 189.08, *Florida Statutes*, requires the

1 Proposed District to file public facilities reports with the County, and to annually update
2 such reports to the extent there are any changes, which reports and updates the County
3 may rely upon in any revisions to its local comprehensive plan.
4

5 **34. Are there any relevant policies under this subject of the State Comprehensive Plan?**
6

7 Yes, Policies 2, 3, 6 and 8. Policy 2 seeks to ensure that every level of government has
8 the appropriate operational authority to implement the policy directive established in the
9 plan. Chapter 190, *Florida Statutes*, provides the Proposed District with its necessary
10 operational authority. In fact, Section 190.002(1) identifies community development
11 districts as a means to deliver the basic community services and capital infrastructure
12 called for by the Growth Management Act without overburdening other local
13 governments and their taxpayers. The establishment of the Proposed District to provide
14 the infrastructure systems and facilities for the acreage to be included within the
15 Proposed District in a manner which does not burden the general body of taxpayers in the
16 County is directly in furtherance of this Policy.
17

18 Policy 3 provides for establishing effective monitoring, incentive, and enforcement
19 capabilities to see that the requirements established by regulatory programs are met.
20 Section 189.08(2), *Florida Statutes*, requires all independent special districts to submit
21 public facilities reports, including annual updates as to changes. This facilitates an
22 effective monitoring program of the Proposed District by the County. Sections
23 190.002(2)(c), and 190.004(3), *Florida Statutes*, dictate the legislative policy that all
24 community development districts comply with all government laws, rules and regulations
25 applicable to community development. Therefore, establishment of the Proposed District
26 is not inconsistent, and in fact is in furtherance, of this policy.
27

28 Policy 6 encourages citizen participation at all levels of policy development, planning
29 and operations. The Proposed District will hold its meetings in the sunshine pursuant to
30 Chapter 286, *Florida Statutes*. This process encourages citizen participation in, and
31 ultimately citizen control of, the activities of the Proposed District.
32

33 Policy 8 encourages continual cooperation among communities to bring the private and
34 public sectors together for establishing an orderly, environmentally, and economically
35 sound plan for future needs and growth. The Proposed District will be a vehicle to
36 enhance cooperation in the provision of infrastructure between the private sector and the
37 County.
38

39 **35. Are there any other subjects within the State Comprehensive Plan which are**
40 **relevant?**
41

42 Two additional subjects applicable to establishment of a CDD include Subject 9 - Natural
43 Systems and Recreational Lands, and Subject 17 - Public Facilities. The applicable
44 policies of Subject 9 relate to expanding state and local efforts to provide activity-based
45 recreational opportunities to urban areas which can be accomplished with the funding
46 assistance of the Proposed District. The applicable goal and policies of Subject 17 relate

1 to: (i) protecting investments in existing public facilities; (ii) providing financing for new
2 facilities; (iii) allocating the costs of new public facilities on the basis of the benefits
3 received by landowners; (iv) implementing innovative but fiscally sound techniques for
4 financing public facilities; and (v) identifying and using stable revenue sources for
5 financing public facilities. The establishment of the Proposed District will further these
6 State Comprehensive Plan, Goals and Policies.

7
8 **36. You mentioned earlier that you have reviewed local comprehensive plans adopted**
9 **pursuant to Chapter 163, Florida Statutes. In your work on this project, did you**
10 **review the effective St. Johns County Local Comprehensive Plan?**

11
12 Yes, I did.

13
14 **37. Based upon your experience, do you have an opinion as to whether establishment of**
15 **the proposed District is inconsistent with any portion or element of the St. Johns**
16 **County Comprehensive Plan, adopted pursuant to Chapter 163, Florida Statutes?**

17
18 Yes, I do.

19
20 **38. What is that opinion?**

21
22 My opinion is the proposed District is not inconsistent with the County's Comprehensive
23 Plan.

24
25 **39. What is the basis of your opinion?**

26
27 First, a community development district is a unit of special-purpose government, and it
28 does not have the authority to make zoning or development permitting decisions that are
29 inconsistent with the comprehensive plan of a unit of general-purpose government, such
30 as the County. Since Chapter 190, *Florida Statutes*, prohibits the Proposed District from
31 taking action that is inconsistent with the County's Comprehensive Plan, the Proposed
32 District will still be required to undergo review and approval for all permitting and
33 construction. Moreover, if established the Proposed District would further some
34 provisions of the County's Comprehensive Plan. Specifically, the following elements of
35 the County's Comprehensive Plan generally relate to and are consistent with the
36 establishment of and exercise of the powers by the Proposed District.

37
38 Land Use Element – One stated goal of this element explains that the County's
39 Comprehensive Plan aims to "effectively manage growth and development by
40 designating areas of anticipated future development which satisfy demand where feasible,
41 in a cost-efficient and environmentally acceptable manner." It further provides as the
42 County's goal to "encourage and accommodate land uses which make St. Johns County a
43 viable community" and "create a sound economic base and offer diverse opportunities for
44 a wide variety of living, working, shopping and leisure activities [...]" The District can
45 provide the desired services and facilities to this area in accordance with this goal.

1 Intergovernmental Coordination Element - One stated goal of this element is to “aid in
2 the provisions of services and management of growth between the County,
3 municipalities, regional, state, and federal entities.” The District will continue to be a
4 vital link in this coordination process as a provider and maintainer of community
5 infrastructure, whose activities are coordinated with and are not inconsistent with plans
6 and activities of related public and private agencies.
7

8 Infrastructure Element – There are numerous goals within this element that support the
9 finding that the District’s proposed facilities and services will not be inconsistent with the
10 County’s Comprehensive Plan. Such goals include but are not limited to providing an
11 efficient system of Stormwater Management and ensuring that adequate facility capacity
12 is available to serve future developments and coordinating the extension of potable water
13 facilities or the increase in capacity of potable water facilities in order to meet future
14 needs. As explained previously, the Proposed District plans to construct, acquire or
15 install and maintain stormwater management facilities consistent with these goals.
16

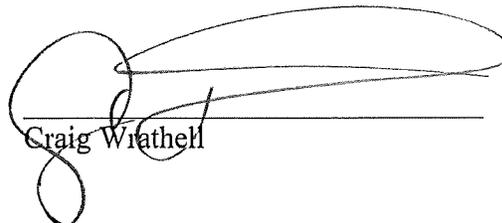
17 For these reasons, it is my opinion that the establishment of the Proposed District is not
18 inconsistent with any applicable provisions of the County’s Comprehensive Plan.
19

20 **40. Does this conclude your testimony?**

21 Yes, it does.
22

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 28 day of September 2020.

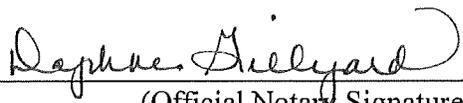


Craig Wrathell

SWORN TO and SUBSCRIBED before me by means of physical presence or online notarization, this 28th day of September, 2020 by the Affiant.

 DAPHNE GILLYARD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG327647
Expires 8/20/2023

[notary seal]



(Official Notary Signature)
Name: Daphne Gillyard
Personally Known
OR Produced Identification _____
Type of Identification _____

1 **TESTIMONY OF CRAIG WRATHELL FOR THE ESTABLISHMENT**
2 **OF THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT**
3

4 **1. Please state your name and business address.**
5

6 My name is Craig Wrathell. My business address is 2300 Glades Road, Suite 410-W,
7 Boca Raton, Florida 33431.
8

9 **2. By whom are you employed and in what capacity?**
10

11 I am the President and a Partner of Wrathell, Hunt and Associates, LLC.
12

13 **3. What is the nature of your firm's business?**
14

15 Wrathell, Hunt and Associates, LLC, is a management and financial consulting firm. The
16 firm provides four (4) types of general services to its clients:
17

- 18 (1) Management and Financial Accounting Services for Community
- 19 Development Districts (CDDs)
- 20 (2) Economic studies including Statement of Estimated Regulatory Costs
- 21 ('SERCs'), sales tax, and TIF analysis
- 22 (3) Long Term Strategic Planning for clients
- 23 (4) Preparation of Special Assessment Methodologies
24

25 **4. Do you work with both public and private sector clients?**
26

27 Yes. I work with a number of public sector clients that include community development
28 districts ("CDD") across the state. I also work with private companies as well.
29

30 **5. Prior to your current employment, by whom were you employed and what were**
31 **your responsibilities in those positions?**
32

33 Prior to the creation of Wrathell, Hunt & Associates, LLC in January 2005, I worked for
34 Severn Trent Services for 6 ½ years and Special District Services for 10 months.
35 During my 23 year professional career, I have managed community development
36 districts, stewardship districts, special act districts and other forms of special districts as
37 well as served as the first City Manager for the City of Marathon in the Florida Keys.
38

39 **6. Please describe your educational background.**
40

41 I received a Master of Arts degree in International Studies, from the University of
42 Miami in 1997. I earned a Bachelor of Arts degree in Political Science from Florida
43 Atlantic University in 1995.
44

45 **7. Please describe your work with CDDs in Florida.**

1
2 I currently serve as District Manager for 20 CDDs, while managing an office responsible
3 for over 85 CDDs and special districts.
4

5 I have served as District Manager for over 120 Community Development and Special Act
6 Districts throughout the State of Florida, developing and administered budgets, totaling
7 over \$150 million in annual revenues, to fund administrative, operational and
8 maintenance needs, water and wastewater utility operations, and debt service obligations.
9 I also administered the issuance of over \$850 million in tax exempt municipal bonds for
10 community improvements.
11

12 My company serves as the Assessment Methodology Consultant to the CDDs serviced
13 by my personnel. Accordingly, I generally am a primary point of contact for the CDD
14 with respect to all issues related to CDD finance and assessments, which is a process
15 that begins at the establishment phase, and continues through the issuance of bonds, and
16 collection of assessment revenues from landowners. As such, I engage in tasks which
17 include, but are not limited to, personally preparing Statements of Estimated Regulatory
18 Costs, and consulting on the bond financing process and related assessments.
19

20 **8. What has been your role with respect to the proposed Stillwater Community**
21 **Development District ("Proposed District") establishment proceeding?**
22

23 I serve as a financial, economic, and management consultant relating to the establishment
24 of the Proposed District. Specifically, my firm prepared Exhibit 6, the Statement of
25 Estimated Regulatory Costs ("SERC"), of the Petition to Establish the Proposed District
26 ("Petition").
27

28 **DISTRICT MANAGEMENT**
29

30 **9. At this point, I will ask you to address certain matters that relate to CDD**
31 **management. Please describe the general manner in which a CDD actually**
32 **operates.**
33

34 CDDs are governed by a five-member Board of Supervisors ("Board"). These Board
35 members are initially elected by landowners in the CDD. The Board is the governing
36 body of the CDD. The Board employs a district manager, who supervises the district's
37 services, facilities, and administrative functions. The Board annually considers and, after
38 public notice and hearing, adopts a budget. The CDD submits a copy of the proposed
39 budget to the applicable local general-purpose government for review and optional
40 comment prior to its adoption each year.
41

42 **10. Are there requirements, such as the open meetings and public records laws, imposed**
43 **upon CDDs in order to safeguard the public that are similar to those imposed upon**
44 **other general purpose local governments?**
45

1 Yes, there are.
2

3 **11. Please describe these requirements and safeguards.**
4

5 It is important to note that the establishment of a CDD does not change any requirements
6 for governmental approval of construction within the CDD. Any land development
7 requirements and all state and local development regulations still apply.
8

9 Members of the Board must be residents of Florida and citizens of the United States.
10 After the Board shifts to being elected by the resident electors of the CDD, the
11 supervisors must also be residents and electors of the CDD. Board members must
12 annually file the same financial disclosure forms required by other local officials.
13

14 Under the Government in the Sunshine laws, all CDD Board meetings are open to the
15 public, and other restrictions are imposed under Chapter 286, *Florida Statutes*. Further,
16 all documents of the CDD are available to the public upon request, in accordance with
17 Florida public records law. Additionally, like other political subdivisions, a CDD is
18 required to send financial reports to the Department of Financial Services. Also, a CDD
19 is audited by an independent certified public accountant every year.
20

21 Finally, to impose special or non-ad valorem assessments under Chapter 170, *Florida*
22 *Statutes*, a CDD must provide published and mailed notice to those who are assessed.
23 That assessment process entails preparation of a methodology that fairly and equitably
24 allocates the cost of the CDD's projects.
25

26 **12. Please describe in general terms how a CDD operates financially, both on a day-to-**
27 **day and a long-term basis.**
28

29 In the early stages, particularly when a CDD is formed in mid-year, the CDD's operating
30 funds may be funded by a "funding agreement" between the CDD and the
31 landowner/developer in lieu of assessments that the CDD might have imposed on
32 property within the CDD.
33

34 In order to provide long term financing of capital projects, CDDs often issue bonds. All
35 bonds issued by CDDs must be secured by a trust agreement, and any bond maturing over
36 a period of more than five years must be validated and confirmed by court decree
37 pursuant to Chapter 75, *Florida Statutes*. The CDD also may borrow funds on a long or
38 short-term basis.
39

40 Debt may be retired by the district through non-ad valorem or special assessments
41 imposed on benefited properties, or rates, fees, and charges imposed on users of CDD
42 facilities and services. By law, debt of the CDD cannot become debt of any other
43 government (city, county or state), without that government's consent.
44

1 **13. What alternatives, other than CDDs, are you familiar with that might be available**
2 **to provide community infrastructure for the lands within the Proposed District?**
3

4 In my opinion there are two alternatives that might provide community infrastructure
5 such as the roads, utilities, drainage, and other improvements contemplated for the
6 Proposed District. First, the general-purpose local government could finance the
7 improvements utilizing special assessments and general funds. Alternatively, the
8 developer could provide infrastructure through private means, including private financing
9 if available. As discussed later in my testimony, neither of these alternatives is preferable
10 to the use of the CDD concept.
11

12 **14. Do you have an opinion, as someone experienced in district management and**
13 **operations, as to whether the Proposed District is the best available alternative for**
14 **delivering community services and facilities to the areas that will be served by the**
15 **Proposed District?**
16

17 Yes. For this project, the Proposed District is the best alternative available for delivering
18 the proposed services and facilities to the area that will be served. These improvements
19 include but are not limited to clearing & earthwork, storm drainage, roadways and
20 sidewalks, sanitary sewer, potable water, reclaimed water, landscaping and entry signage
21 and gates.
22

23 **15. What is the basis for your opinion?**
24

25 Let's look at the alternatives. St. Johns County ("County") could finance the roadway
26 and drainage improvements utilizing special assessments or general funds. The
27 developer and/or a homeowner's association could provide these facilities, as well as the
28 water and sewer facilities, through private financing.
29

30 In evaluating these alternatives, it is important to consider whether the alternative can
31 provide the best focus, can effectively and efficiently manage and maintain the facilities,
32 and whether the alternative can secure low cost, long-term public financing. The County
33 clearly provides the long-term perspective and is a stable and relatively low cost source
34 of financing and provider of services at sustained levels. However, the County has
35 substantial demands over a broad geographical area that places a heavy management
36 delivery load on its staff. In addition, if dependent district financing were used, the
37 County would be responsible for all administrative aspects of the dependent district. By
38 using a dependent district mechanism, the County would be increasing its responsibility
39 and hence liability for the variety of actions that will take place in the Stillwater
40 development. By contrast, a CDD can be created to provide focused attention to a
41 specific area in a cost effective manner. It also allows the County to focus staff time,
42 finances, and other resources elsewhere and does not burden the general body of
43 taxpayers in the County with the debt associated with this growth.
44

1 The other alternative is the use of private means – either through a property owner’s
2 association or through the developer, or both in combination. This combination can
3 clearly satisfy the high demand for focused service and facilities and managed delivery.
4 However, only a public entity can assure a long-term perspective, act as a stable provider
5 of services and facilities, qualify as a lower cost source of financing and pay for services
6 at sustained levels. Property owners’ associations lack the ability to effectively finance
7 these types of improvements. Their ability to assure adequate funds for sustained high
8 levels of maintenance is less than with a CDD.
9

10 Furthermore, neither the developer nor a POA would be required to conduct all actions
11 relating to the provision of these improvements in the “Sunshine” as a CDD must, or
12 abide by other public access requirements that are incumbent upon a CDD and its Board.
13 Also, provision and long term operation and maintenance of these improvements,
14 particularly the recreation and drainage activities, by a CDD ensures that residents have
15 guaranteed access to the body or entity making decisions about these facilities, and in fact
16 will one day sit as the five member Board making the decisions that impact their
17 community directly.
18

19 A CDD is an independent, special-purpose unit of local government designed to focus its
20 attention on providing the best long-term service to its specific benefited properties and
21 residents. It has limited power and a limited area of jurisdiction. The Proposed District
22 will be governed by its own Board and managed by those whose sole purpose is to
23 provide the Proposed District long term planning, management and financing of these
24 services and facilities. This long-term management capability extends to the operation
25 and maintenance of the facilities owned by the Proposed District. Further, the sources for
26 funding and manner of collection of funds will assure that the Proposed District’s
27 facilities will be managed at the sustained levels of quality desired by residents well into
28 the future.
29

- 30 **16. As someone experienced in district management, is the area to be included within**
31 **the Proposed District of sufficient size, compactness, and sufficiently contiguous to**
32 **be developable as one functional, interrelated community?**
33

34 Yes. From a management perspective, the area to be included within the Proposed
35 District is of sufficient size, compactness and is sufficiently contiguous to be developable
36 as one functional, interrelated community.
37

- 38 **17. What does the term “functionally interrelated community” mean?**
39

40 Local governments provide developments with the criteria for the elements of
41 infrastructure to provide for the facilities and services, including stormwater drainage,
42 water, sewer, and other facilities and services. Functional unification means that each
43 provided facility and service has a mutual reinforcing relationship to one another, with
44 each facility and service designed to contribute to the development and maintenance of
45 the community as a whole. Each facility and service must meet the growth and

1 development of the community, so a management capability and a funding source are
2 required for each service and facility. Thus, each of these necessary facilities and
3 services must be integrated, unified, and connected into a long-range plan.
4

5 **18. What is the basis for your opinion?**
6

7 First, the lands to be included within the Proposed District have sufficient significant
8 infrastructure needs to be developable as a functionally interrelated community. Second,
9 this necessary infrastructure can be provided by the Proposed District in a cost effective
10 manner based upon the specific design of the community. Furthermore, the use of one
11 development plan whose infrastructure is implemented by a CDD to provide the
12 community services and facilities will ensure that the proposed improvements are
13 provided and maintained in an efficient, functional and integrated manner.
14

15 The lands within the Proposed District will initially consist of approximately 728.78
16 acres of land. The purpose of this statutory requirement is to ensure successful and
17 efficient delivery of services and facilities to the property. Based upon my previous
18 experience with special districts, the Proposed District is suitably configured to maximize
19 the timely and cost efficient delivery of the necessary services and facilities.
20

21 **19. Do you have an opinion, as someone experienced in district management and
22 operations, as to whether the area that will be served by the Proposed District is
23 amenable to separate special district government?**
24

25 Yes.
26

27 **20. What is your opinion?**
28

29 The Proposed District is of sufficient size, compactness and contiguity. Therefore, the
30 area to be served by the Proposed District is well suited to separate special district
31 governance.
32

33 **21. What is the basis for your opinion?**
34

35 Two criteria are needed to evaluate a land area as amenable to separate special district
36 government. One, does the land area have need for the facilities and services and will its
37 owners and residents benefit from facilities that the special district could provide? Two,
38 is the land area of sufficient size, sufficient compactness and sufficiently contiguous to be
39 the basis for a functional interrelated community?
40

41 Under both criteria, the Proposed District is a planned community of sufficient size with
42 a need for the facilities and improvements that are presently expected to be provided by
43 the Proposed District. As described in the Petition, the Proposed District will construct
44 and maintain certain needed facilities and services. Based on my experience, CDDs of
45 this size are large enough to effectively provide and manage services. From a

1 management and operations perspective, the land area is well suited to the provision of
2 the proposed services and facilities.

- 3
4 **22. Do you have an opinion, as someone experienced in district management and**
5 **operations, as to whether the community development services, and facilities of the**
6 **Proposed District will be incompatible with the capacity and use of existing local**
7 **and regional community development services and facilities?**

8
9 Yes.

- 10
11 **23. What is your opinion?**

12
13 The proposed services and facilities of the Proposed District are not incompatible with
14 the capacity and uses of existing local or regional community development services and
15 facilities.

- 16
17 **24. What is the basis for your opinion?**

18
19 Petitioner presently expects the Proposed District to finance and construct clearing &
20 earthwork, storm drainage, roadways and sidewalks, sanitary sewer, potable water,
21 reclaimed water, landscaping and entry signage and gates. None of the facilities expected
22 to be provided by the Proposed District presently exist. There will be no overlap or
23 incompatibility because the facilities and improvements expected to be provided by the
24 Proposed District do not exist today.

25
26 **ECONOMICS AND FINANCING**

- 27
28 **25. Are you familiar with the Petition filed by WCI Communities, LLC (“Petitioner”),**
29 **to establish the Proposed District?**

30
31 Yes, I have reviewed the petition and all of the attached exhibits. Specifically, I prepared
32 Petition Exhibit 6 which is the SERC, a requirement of Chapter 190, *Florida Statutes*.

- 33
34 **26. Based on your review of Petition Exhibit 6 (Statement of Estimated Regulatory**
35 **Costs), are there any updates that need to be made at this time?**

36
37 No updates are necessary at this time.

- 38
39 **27. What exactly is a Statement of Estimated Regulatory Costs (“SERC”)?**

40
41 It is a requirement under Section 120.541(2), *Florida Statutes*, which has been
42 incorporated into the law on establishment of CDDs.

- 43
44 **28. In general terms, please summarize the economic analyses presented in the SERC.**
45

1 An understanding of the SERC requires the recognition of the scope of review and
2 evaluation for the establishment of a CDD as set out in Chapter 190, *Florida Statutes*.
3 Section 190.002(2)(d), *Florida Statutes*, states “that the process of establishing such a
4 district pursuant to uniform general law [must] be fair and based only on factors material
5 to managing and financing the service-delivery function of the district, so that any matter
6 concerning permitting or planning of the development is not material or relevant.” Thus,
7 the scope of the economic analysis included in the SERC addresses only the
8 establishment of the Proposed District, and not the planning or development of the
9 property itself.

10
11 The economic analysis sets out the assumptions about the development within the
12 Proposed District and the anticipated infrastructure to be provided by it. The analysis
13 addresses each of the potentially affected parties defined in the statute and evaluates the
14 impact of the Proposed District on each such group.

15
16 The Proposed District is a limited and highly specialized unit of local government. It is a
17 special-purpose unit of local government with a single objective: the provision and
18 maintenance of infrastructure and services for a planned new community. Its economic
19 benefits exceed its economic cost to Petitioner, the County, and to all subsequent
20 purchasers and landowners of the community - in short, to all affected parties.

21
22 Once the Proposed District is established, there are no direct costs to the County. While
23 the Proposed District will provide certain reports and budgets to the County for its
24 discretionary review, there are no requirements that it incur any obligations or expense
25 associated with its review. In addition, to the extent the Proposed District utilizes the
26 services of the Property Appraiser or Tax Collector under the provisions of Chapter 197,
27 *Florida Statutes*, to collect its assessments the Proposed District must pay the
28 administrative costs associated with those services.

29
30 It is important to note that under Chapter 190, *Florida Statutes*, the debt of the Proposed
31 District cannot become the debt of the County or the State of Florida. Since the Proposed
32 District will be an independent unit of government and will issue its own bonds, the
33 Proposed District will not have any affect on the bonding capacity of the County or the
34 State of Florida.

35
36 **29. Please describe briefly the data and methodology used in preparing the SERC and**
37 **related analyses.**

38
39 The data for the analysis came from the landowner, other experts working on the Petition,
40 and from the Petition itself. The methodology is standard economic impact assessment.

41
42 **30. As a financial consultant, do you have an opinion regarding the financial viability**
43 **and feasibility of the Proposed District?**

44
45 Yes, I do.

1
2
3
4
5
6
7
8
9
10

31. What is that opinion?

In my opinion, based on my experience with other CDDs, the Proposed District is expected to be financially viable and feasible.

32. Does this conclude your testimony?

Yes, it does.

**BEFORE THE COUNTY COMMISSION
ST. JOHNS COUNTY, FLORIDA**

IN RE: A Petition to Establish Stillwater)
 Community Development District)
_____)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

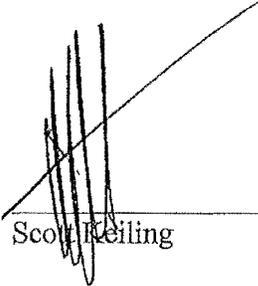
STATE OF FLORIDA
COUNTY OF Duval

I, Scott Keiling, of Lennar – Jacksonville and (“Affiant”), 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 Scott Keiling and I am the Director of Land Acquisition and Development - Lennar Jacksonville and Vice-President of WCI Communities, LLC.
3. The prepared written, pre-filed testimony consisting of six (6) pages, submitted under my name to the County Commission of St. Johns County relating to the establishment of the Stillwater Community Development District (“District”) and attached hereto, is true and correct.
4. If I were asked the questions contained in the pre-filed testimony orally at the District establishment hearing my oral answers would be the same as the written answers presented in my pre-filed testimony.
5. My credentials, experience and qualifications concerning the Petition, its exhibits and the reasons for establishing the District are accurately set forth in my pre-filed testimony.
6. My pre-filed testimony addresses the various statutory requirements and an overview of the proposed development within the proposed District.
7. No other corrections or amendments to my pre-filed testimony are required.

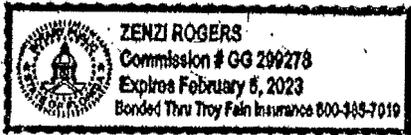
Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 29th day of September, 2020.



Scott Keiling

SWORN TO and SUBSCRIBED before me by means of physical presence or online notarization, this 6th day of October, 2020 by the Affiant.



[notary seal]

Zenzi Rogers
(Official Notary Signature)
Name: Zenzi Rogers
Personally Known
OR Produced Identification _____
Type of Identification _____

1 **TESTIMONY OF SCOTT KEILING FOR THE ESTABLISHMENT OF THE**
2 **STILLWATER COMMUNITY DEVELOPMENT DISTRICT**

3
4 **1. Please state your name and business address.**

5
6 My name is Scott Keiling and my mailing address is 9440 Philips Hwy, Suite 7
7 Jacksonville, Florida 32256.

8
9 **2. By whom are you employed and in what capacity?**

10
11 I am Vice-President of WCI Communities, LLC and the Director of Land Acquisition
12 and Development - Lennar Jacksonville.

13
14 **3. Briefly summarize your duties and responsibilities.**

15 I oversee all land acquisition and development operations for the Northeast Florida
16 market of Lennar (the controlling company of WCI)

17
18 **4. Who is the petitioner in this proceeding?**

19
20 The petitioner is WCI Communities, LLC ("Petitioner"), which is the business entity that
21 will supervise the development of the area.

22
23 **5. Are you familiar with the Petition to Establish ("Petition") the Stillwater**
24 **Community Development District ("Proposed District") filed by the Petitioner?**

25
26 Yes. I assisted in the formulation of the Petition and accompanying documents. I also
27 reviewed the Petition and accompanying documents.

28
29 **6. Are there any changes or corrections to any of the documents attached to the**
30 **Petition at this time?**

31
32 There are no substantive changes needed.

33
34 **7. Please generally describe each of the documents attached to the Petition.**

35
36 The Petition describes the Petitioner's request for establishment of a community
37 development district. Attached to the Petition are the following exhibits:

38
39 Exhibit 1A is a metes and bounds description of the boundaries of the Proposed District.

40
41 Exhibit 1B is a map showing the general location in which the Proposed District is
42 located.

43
44 Exhibit 2 consists of the landowner consent form executed by the landowner of one-
45 hundred percent (100%) of the lands to be included within the Proposed District.
46

1 Exhibit 3 includes maps that graphically depict the proposed major trunk water mains as
2 well as sewer inceptors and outfalls, and proposed stormwater sewer system for the lands
3 within the Proposed District.
4

5 Exhibit 4A is the estimated infrastructure timetable.
6

7 Exhibit 4B is a summary of the estimated costs for constructing, installing or acquiring
8 the facilities and services within the Proposed District, and a description of the proposed
9 facilities and services for the Proposed District and the entity that will be responsible to
10 construct, own and maintain the improvements.
11

12 Exhibit 5 is a map which depicts the St. Johns County future land use plan of the
13 Proposed District.
14

15 Exhibit 6 is the Statement of Estimated Regulatory Costs prepared by Wrathell, Hunt and
16 Associates, LLC.
17

18 **8. Were these documents attached to the Petition prepared by you or under your**
19 **supervision?**
20

21 Yes.
22

23 **9. To the best of your knowledge, is the metes and bounds description identified in**
24 **Exhibit 1A to the Petition a true and accurate recitation of the land area to be**
25 **included within the Proposed District**
26

27
28 Yes.
29

30 **10. To the best of your knowledge is general location map identified in Exhibit 1B to the**
31 **Petition a true and accurate depiction of the general location of the Proposed**
32 **District?**
33

34 Yes.
35

36 **11. To the best of your knowledge, is Exhibit 2 to the Petition a true and correct copy of**
37 **Consent and Joinder to the Establishment of the Proposed District obtained from**
38 **the owner(s) of one hundred percent (100%) of the lands to be included within the**
39 **proposed District in accordance with Section 190.005, *Florida Statutes***
40

41 Yes.
42

43 **12. To the best of your knowledge, does Exhibit 3 include a true and accurate depiction**
44 **of the proposed major trunk water mains as well as sewer inceptors and outfalls,**
45 **and proposed stormwater sewer system for the lands within the Proposed District?**
46

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Yes.

13. To the best of your knowledge, is Exhibit 4A to the Petition a true and accurate recitation of the estimated construction timetable of the infrastructure improvements of the Proposed District?

Yes.

14. To the best of your knowledge, is Exhibit 4B to the Petition a true and accurate recitation of the estimated costs for constructing, installing or acquiring the facilities and services for the Proposed District and the description of the types of facilities and services presently expected to be provided within the Proposed District?

Yes.

15. To the best or your knowledge, is Exhibit 5 to the Petition a true and accurate depiction of the St. Johns County future land use plan of the Proposed District?

Yes.

16. To the best of your knowledge, is Exhibit 6 to the Petition a true and correct copy of the Statement of Estimated Regulatory Cost?

Yes.

17. Are you familiar with the area that is to be included within the Proposed District?

Yes, I am familiar with the general area and the site specifically.

18. Approximately how large is the Proposed District in acres?

The Proposed District is located entirely within the limits of St. Johns County ("County") Florida, and covers approximately 728.78 acres of land.

19. What steps were taken with respect to filing the Petition with the County Commission of the St. Johns County?

On or around June 17, 2020, the Petitioner formally filed the Petition and exhibits with the County by submitting the original to the County Clerk. Upon filing the original Petition, payment in the amount of Sixteen Thousand Three Hundred and Seventy Dollars (\$16,370) was made to the County. Copies of the Petition were contemporaneously filed with the offices of the County Planning Department, County Administrator and the County Attorney for their respective reviews. On or around August 5, 2020, after receiving comments from County staff, Petitioner submitted an updated Petition which resolved those comments.

1 **20. Who are the five persons designated in the Petition to serve as the initial Board of**
2 **Supervisors?**

3
4 The five persons are Zenzi Rogers, James Mayo, Michael Della Penta, Virginia Feiner,
5 and Kyler Von der Osten.
6

7 **21. Do you know each of these persons personally?**

8
9 Yes, I do.
10

11 **22. To the best of your knowledge, are any of the other proposed members of the Board**
12 **of Supervisors of the Proposed District employees, officers or stockholders of the**
13 **Petitioner?**

14
15 Yes, the proposed Board Members are all employed by or associated with the Petitioner.
16

17 **23. Are each of the persons designated to serve as the initial Board of Supervisors**
18 **residents of the State of Florida and citizens of the United States?**

19
20 Yes, they are.
21

22 **24. Are there residential units planned for development within the Proposed District?**

23
24 Yes. There are approximately 555 residential dwelling units currently planned for
25 development within the Proposed District.
26

27 **25. Would you please describe the proposed timetable for development of land within**
28 **the Proposed District?**

29
30 The proposed timetable for the construction of infrastructure to develop the land is
31 expected to occur in three (3) phases over an estimated one (4) year period.
32

33 **26. Would you generally describe the services and facilities you currently expect the**
34 **Proposed District to provide?**

35
36 The Petitioner presently intends for the Proposed District to participate in the acquisition
37 or construction of certain improvements including but not limited to clearing &
38 earthwork, storm drainage, roadways and sidewalks, sanitary sewer, potable water,
39 reclaimed water, landscaping and entry signage and gates. Capital costs of these
40 improvements, including associated contingencies and professional fees, will be borne by
41 the Proposed District. The Petitioner's good faith estimation of the costs associated with
42 the acquisition or construction of such improvements is itemized in Exhibit 4B to the
43 Petition.
44

45 Once complete, the water and sewer utility improvements will be owned and maintained
46 by JEA. Electric utilities and streetlighting serving the Proposed District will be

1 separately financed by the Petitioner, to be owned and operated by Florida Power &
2 Light Company. Other improvements are intended to remain with the District for
3 operation and maintenance.
4

5 **27. In general, what financing methods does the Petitioner propose for the Proposed**
6 **District to pay for the anticipated facilities and services?**
7

8 The Petitioner presently expects that the Proposed District will finance certain services
9 and improvements through the issuance of tax-exempt bonds. The debt issued by the
10 Proposed District is expected to be retired by "non-ad valorem" or "special" assessments
11 on benefitted property within the Proposed District. Ongoing maintenance and
12 operational activities are expected to be funded by maintenance assessments.
13

14 **28. Who will be responsible for paying the Proposed District's assessments?**
15

16 Only property owners within the Proposed District will be responsible for paying
17 assessments. We do not expect the Proposed District to issue general obligation debt
18 which pledges its full faith and credit.
19

20 **29. Will these Proposed District debts be an obligation of the St. Johns County or the**
21 **State of Florida?**
22

23 No. Florida law provides that community development district debt cannot become the
24 obligation of a county, a city, or the state without the consent of that government.
25

26 **30. Why is the Petitioner seeking to have a community development district established**
27 **for this area?**
28

29 According to information provided by the Florida Department of Economic Opportunity,
30 there are more than 700 active community development districts ("CDD(s)") in Florida.
31 CDDs are an efficient, effective way to provide infrastructure and have become accepted
32 in the marketplace of homebuyers.
33

34 From our perspective, the establishment of a CDD is logical for this project. It is a long-
35 term, stable, financially-secure entity. The Proposed District is a structured, formal
36 entity, with the legal ability to respond to future changes in the circumstances and desires
37 of its residents. Under Florida law, the Proposed District has access to the county tax
38 collection mechanisms which helps ensure that the facilities will be maintained. In that
39 sense, to us, it is preferable to a property owners' association.
40

41 Additionally, a CDD has the ability to enter into interlocal agreements with other
42 government entities. These allow a CDD to work with other government entities to
43 complete projects that benefit residents within the CDD boundaries while also assisting
44 local governments in completing infrastructure necessary to serve growth.
45

1 In addition, the Proposed District has the financial capability to assist in the provision of
2 necessary capital improvements sooner than might otherwise be the case. the County,
3 developers, builders and residents will all benefit from these improvements in terms of
4 access, traffic flow, safety, and general property enhancement.
5

6 Additionally, a CDD is the entity preferred by many regulatory agencies, including many
7 water management districts, to operate and maintain the stormwater management and
8 other similar systems. This is because the CDD is a perpetual entity, operating in open
9 meetings, with the financial ability to ensure that the maintenance of these important
10 environmental facilities and amenities is accomplished.
11

12 Given the nature of this project, in my opinion, a CDD is a logical, prudent, and desirable
13 way to ensure this needed infrastructure is maintained.
14

15 **31. Does this conclude your testimony?**

16 Yes.
17
18

NOTICE OF PUBLIC HEARING TO CONSIDER AN ORDINANCE ESTABLISHING THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT

DATE: October 20, 2020
TIME: 9:00 a.m.
LOCATION: County Auditorium, County Administration Building
500 San Sebastian View
St. Augustine, Florida 32084

AND/OR

As a Virtual Public Hearing conducted through
Communications Media Technology pursuant to
Executive Order 20-69 and St. Johns County
Emergency Proclamation 2020-03

Notice is hereby given that the Board of County Commissioners of St. Johns County, Florida ("Board"), will consider the enactment of one County Ordinance granting a petition to establish a community development district to be known as the "Stillwater Community Development District" ("District"). The proposed Ordinance title is as follows:

AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, ESTABLISHING THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR A LIMITATION ON COUNTY OBLIGATIONS AND ACCEPTANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The petitioner has proposed to establish the District to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities which may be authorized by such District under Florida law, including Chapter 190, Florida Statutes. If adopted, the ordinance will establish the District, name its initial Board of Supervisors, describe its functions and powers, and designate the land to be serviced by the District. Specifically, the Board will consider the six factors listed in §190.005(1)(c), Florida Statutes. This hearing will afford the affected units of general-purpose local government and the general public a fair and adequate opportunity to appear and present oral and written comments regarding the proposed establishment of the District. The specific legal authority for the establishment of the District is set forth in §190.005, Florida Statutes.

The proposed District is located in unincorporated St. Johns County, Florida, and is generally located just north of County Road 210, approximately 1,500 feet south of Longleaf Pine Parkway (County Road 244 East), and approximately one mile west of St. Johns Parkway (County Road 2209), and is anticipated to comprise of approximately 728.78 more or less acres. The proposed boundaries of the District are outlined in the map depicted in this notice.

Copies of this notice, the proposed Ordinance, the petition for establishment, and associated documentation are on file in the Planning and Zoning Section of the Growth Management Department located at the St. Johns County Permit Center, 4040 Lewis Speedway, St. Augustine, Florida 32084, or by e-mail at plandept@sjcfl.us, and may be inspected by interested parties prior to said public hearing. All interested persons and affected units of general-purpose local government shall be given an opportunity to appear at the hearing by methods provided below and present oral or written comments on the petition.

In accordance with Executive Order 20-69, and St. Johns County emergency proclamation 2020-03, this meeting may be conducted remotely, under communication media technology (CMT) without a physical quorum of the members present. CMT means the electronic transmission of printed matter, audio, full motion video, free-frame video, compressed video, and digital video by any method available. CMT being used to conduct the meeting includes Government TV (GTV), phone, and wireless microphone. Should a person wish to submit printed material, it must be submitted a minimum 5 days in advance of this meeting and public hearing. Such printed documentation will be presented at the meeting and public hearing.

A person may attend this CMT meeting by calling the telephone number at (904) 209-1265 and viewing the meeting on [GTV or <http://www.sjcfl.us/GTV/watchgtv.aspx>]. Written or physical documentation may be submitted to the St. Johns County Growth Management Department at 4040 Lewis Speedway, St. Augustine, FL 32084, or e-mail address: plandept@sjcfl.us. A designated access point to this CMT meeting is located at 500 San Sebastian View.

Additional information may be obtained at:
Mailing address: 4040 Lewis Speedway, St. Augustine, Florida 32084
Email address: plandept@sjcfl.us
Phone number: (904) 209-0675

If a person decides to appeal any decision made with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any evidence, testimony, and argument which is offered utilizing CMT shall be afforded equal consideration as if were offered in person and shall be subject to the same objections.

This matter may be subject to court-imposed quasi-judicial rules of procedure. Interested parties should limit contact with the Board of County Commissioners on this topic, except in compliance with Resolution 95-126, to properly noticed public hearings or to written communication, in care of St. Johns County Planning and Zoning Section, 4040 Lewis Speedway, St. Augustine, Florida, 32084.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING-IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the County's ADA Coordinator at (904) 209-0650 or at the County Administration Building, 500 Sebastian View, St. Augustine, Florida, 32084. Hearing impaired persons, please call the Florida Relay Service (1 800 955 8770), no later than five (5) days prior to the meeting.

BOARD OF COUNTY COMMISSIONERS
JEB S. SMITH, CHAIR
ST. JOHNS COUNTY, FLORIDA
File No.: CDD-202000002Stillwater CDD





Court vacancy should bring edge to debate

Pandemic, race, economy also on Cleveland agenda

Will Weisert and Jessica Gresko
ASSOCIATED PRESS

WILMINGTON, Del. — President Donald Trump and his Democratic challenger, Joe Biden, were already set to fight when they share a stage Tuesday in Cleveland, but the death of Supreme Court Justice Ruth Bader Ginsburg means things may get tenser even faster.

Moderated by Fox News' Chris Wallace, the 90-minute debate will feature segments on the Supreme Court, the coronavirus, the economy, race and politics, election integrity and the candidates' records. Trump's taxes will also likely be a focus after The New York Times reported that he paid just \$750 in federal income taxes the year he ran for office and paid no income taxes at all in many other years.

Still, the court is expected to be the dominant topic. Both candidates are likely to repeat their talking points about the court. Biden has said Ginsburg's seat should remain vacant until after the election, while Trump has nominated Amy Coney Barrett and the Republican-controlled Senate is rushing to confirm her.

Biden is using the vacancy to focus on how the court fight could threaten the Obama administration's signature health care law amid a pandemic.

"It doesn't matter to them that millions of Americans are already voting on a new president and a new Congress," Biden said of the Trump administration



debate in the Sheila and Eric Samson Pavilion in Cleveland. PATRICK SEMANSKY/AP

during a speech Sunday in Wilmington, Delaware. "They see an opportunity to overturn the Affordable Care Act on their way out the door."

Trump is likely to brag about the two justices he's already put on the Supreme Court and look to energize his base with the prospect of a third, which would give conservatives a 6-3 advantage.

"Most important of all, she will defend your God-given rights and freedoms," Trump said of Barrett during a weekend rally in Pennsylvania.

Brett O'Donnell, who has helped five Republican presidential candidates prepare for debates and was formerly the debate coach at Liberty University, expects Trump to say "a lot of what he's already been saying."

Chuck Rocha, a top adviser to Bernie Sanders' presidential campaign, said

the court vacancy "is huge for the Republicans, way more than the Democrats."

"There's no way now that any Democrat or independent who thinks the Supreme Court justice was important wasn't already voting for Joe Biden," Rocha said. "There is a whole bunch of, I would call them moderate, common-sense Republicans, who really want to vote for Joe Biden. ... But this Supreme Court pick gives them the exact reason to hold their nose and vote for somebody they despise because it falls in line with their ideological values."

Rocha said Tuesday will be of paramount importance to both campaigns since normally debates feature pre- and post-event travel.

"You have just one singular time to make an impression," Rocha said.

Judge says USPS must reverse course

Kristie Cattafi
NorthJersey.com
USA TODAY NETWORK

A federal judge halted the U.S. Postal Service's move to dismantle mail-sorting machines, remove mailboxes and slice employee overtime across the United States.

Last month, New Jersey joined New York state, New York City and three other jurisdictions' lawsuits claiming the Trump administration was trying to undermine the fall election.

"A federal judge just issued an order in our case halting the Trump administration's efforts to interfere with mail delivery in advance of the election," New Jersey Attorney General Gurbir Grewal said in a tweet Sunday.

The suit was filed in U.S. District Court a day after Postmaster General Louis DeJoy promised Congress that delivering election mail on time this fall would be his "No. 1 priority."

The Trump administration previously said it's simply trying to reform a deeply indebted agency with long-standing financial problems.

But Democrats say DeJoy's actions are an attempt to interfere with a mid-pandemic election whose results may be decided through the mailbox.

The complaint, also joined by Hawaii and the city and county of San Francisco, claims that the changes violate the U.S. Constitution by interfering with states' authority to set their own election rules.

NOTICE OF LOCAL PUBLIC HEARING ON PETITION TO AMEND THE BOUNDARIES OF THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT

A public hearing, conducted pursuant to Chapters 120 and 190, Florida Statutes, by the Board of Supervisors ("Board") of the Tolomato Community Development District ("District"), will be held on **Tuesday, October 13, 2020 at 2:00 p.m.** at the **Nocatee Amenity Center, 600 Sawtooth Way, Ponte Vedra, Florida, 32081**, to inform the public about the elements of the Petition to Amend the Boundaries of the Tolomato Community Development District ("Petition") which is located in St. Johns County and City of Jacksonville, Duval County, Florida.

It is anticipated that the public hearing and meeting will take place at the location identified above. In the event that the COVID-19 public health emergency prevents the hearing from occurring in person, the District may conduct the public hearing by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69 and 20-191, issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(9)(b), Florida Statutes.

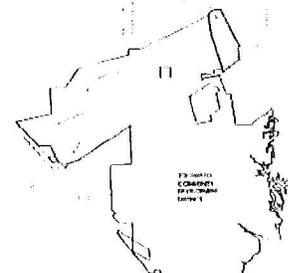
While it may be necessary to hold the above referenced public hearing utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, anyone wishing to listen to and/or participate in the hearing can do so telephonically at (904) 878-9922, Meeting ID: 602 9368 9331, Passcode: 991623. Participants are strongly encouraged to submit questions and comments to the Nocatee Amenity Center, 600 Sawtooth Center Way, Ponte Vedra, Florida 32081, P.O. Box 1204 6250, E-mail: dev@nocatee.com (District Manager's Office) by October 12, 2020 at 4:00 p.m. In advance of the hearing to facilitate the Board's consideration of such questions and comments during the hearing. Any interested parties are welcome to contact the District Manager's Office to confirm the method of the hearing.

The Petition was filed by the District, as Petitioner. The information presented at this hearing will be used by the Florida Land and Water Adjudication Commission ("FLWAC") in granting or denying the Petition as set forth in Sections 190.046 and 190.052, Florida Statutes, and also to afford the Petitioner, affected units of local government, and the general public a fair and adequate opportunity to present oral and written comments relative to the amendment of the District's boundaries.

The District is generally located in southeastern Duval County, just east of U.S. Highway 1 and in northeastern St. Johns County between Jacksonville and St. Augustine, just east of U.S. Highway 1. Pursuant to the legal description used in Rule 42SS.1, the District consists of approximately 13,487.19 acres. The District is seeking to add approximately 40,607 acres in St. Johns County. After the amendment of the District's boundaries, the District will encompass a total of approximately 13,933.86 acres. The lands to be added to the District are located entirely within the county limits of St. Johns County, Florida. A map generally showing the location of the entire District, including the lands to be added, accompanies this Notice.

A copy of the Petition, including the Statement of Estimated Regulatory Costs, is available for public inspection during normal business hours at the Florida Land and Water Adjudication Commission, Transportation and Economic Development Policy Unit, The Capitol, Room 1000, Tallahassee, Florida 32399-0001. Specific legal authorities include Chapter 190, Florida Statutes, generally and Sections 190.004, 190.005 and 190.046, Florida Statutes, in particular.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS: Any person requiring a special accommodation to participate in the hearing because of disability, shall contact the District Manager's Office, as identified above, at least ten (10) business days in advance to make appropriate arrangements.



0001307652 September 16, 22, 29, October 6, 2020

NOTICE OF PUBLIC HEARING TO CONSIDER AN ORDINANCE ESTABLISHING THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT

DATE: October 21, 2020
TIME: 9:00 a.m.
LOCATION: St. Johns County Administration Building
500 Saw Sabastian Way
St. Augustine, Florida 32084
AND/OR

As a Virtual Public Hearing conducted through
Zoom Meeting Hosted Through
Laureate Order 20-69 and St. Johns County
Emergency Proclamation 20-03

Notice is hereby given that the Board of County Commissioners of St. Johns County, Florida ("Board"), will consider the enactment of one County Ordinance ("Ordinance") relating to establishing a community development district to be known as the "Stillwater Community Development District" ("District"). The proposed Ordinance title is as follows:

AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, ESTABLISHING THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES, NAMING THE DISTRICT, DETERMINING THE BOUNDARIES OF THE DISTRICT, DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT, DETERMINING THE PLACED TO BE AS THE INITIAL ADDRESS OF THE DISTRICT'S BOARD OF SUPERVISORS, PROVIDING FOR A LIMITATION ON COUNTY ORDINANCES AND ACTS IN FORCE, PROVIDING A MUNICIPALITY CLASS, AND PROVIDING AN EFFECTIVE DATE.

The petitioner has proposed to establish the District to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities which may be authorized by such District under Florida law, including Chapter 190, Florida Statutes. If adopted, the ordinance will establish the District, name its initial board of supervisors, describe its functions and powers, and designate the land to be serviced by the District. Specifically, the Board will consider the Ordinance titled as follows: *Florida Statutes*. This hearing will afford the affected units of governmental jurisdiction, local government, and the general public a fair and adequate opportunity to appear and present oral and written comments regarding the proposed establishment of the District. The District's legal authority for the establishment of the District is set forth in §190.005, Florida Statutes.

The proposed District is located in southeastern St. Johns County, Florida, and is generally located just east of County Road 210, approximately 1.200 feet south of Longleaf Trail Parkway (County Road 144 East), and approximately one mile west of St. Johns Parkway (County Road 210), and is contiguous to comprise of approximately 22.11 acres or less area. The proposed boundaries of the District are outlined in the map located in this notice.

Copies of this notice, the proposed Ordinance, the petition for establishment, and associated documentation are on file in the Planning and Zoning Section of the Growth Management Department located at one St. Johns County Perce Center, 4001 East Speedway, St. Augustine, Florida 32084, or by e-mail at planning@stjohns.com, and may be inspected by interested parties prior to said public hearing. An interested person will be notified orally of general purpose local government shall be given an opportunity to appear at the hearing by methods provided below and present oral or written comments on the petition.

In accordance with Executive Order 20-69, and St. Johns County emergency proclamation 20-03, this meeting may be conducted remotely using communications media technology ("CMT") without a physical gathering of the members present. CMT means the electronic transmission of printed matter, audio, full motion video, live frame video, compressed video, and digital video by any method available. CMT being used to conduct the meeting includes Documented TV (DTV) phone, and wireless microphone. Should a person wish to submit printed material, it must be submitted a minimum 5 days in advance of this hearing and public hearing. Such printed documentation will be present at the meeting and during the public hearing.

A person may attend this CMT meeting by calling the telephone number at (904) 209-1243 and viewing the meeting on RTV in <http://www.stjohns.com/rtv/hearing.aspx>. Written or physical documentation may be submitted to the St. Johns County Growth Management Department at 4001 East Speedway, St. Augustine, FL 32084, or e-mail address: planning@stjohns.com. A proposed agenda point to this CMT meeting is located at 500 Saw Sabastian Way.

Additional information may be obtained at:
National Address: 4001 East Speedway, St. Augustine, Florida 32084
Email address: planning@stjohns.com
Phone number: (904) 209-1243

If a person desires to appear any decision made with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a written record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any evidence, testimony, and argument which is offered during CMT must be afforded equal consideration as if were offered in person and shall be subject to the same objection.

This matter may be subject to court imposed quasi-judicial rules of procedure. Interested parties should familiarize themselves with the Board of County Commissioners on this topic, except in compliance with Rule 605-126, to properly conduct public hearings or to witness communication, in care of St. Johns County Planning and Zoning Section, 4001 East Speedway, St. Augustine, Florida 32084.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING-IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the County ADA Coordinator at (904) 209-2630 or the County Administration Building, 501 Sebastian Way, St. Augustine, Florida 32084. Hearing-impaired persons, please call the Florida Relay Service at (800) 955-8770, 60 minutes prior to the meeting.

BOARD OF COUNTY COMMISSIONERS
RED S. SMITH, CHAIR
ST. JOHNS COUNTY, FLORIDA
THE NO. CDD: 202000102/Stillwater CED

0001307652 September 22, 29, October 6, 13, 2020



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

October 21, 2020

Honorable Brandon Patty
Clerk of Courts
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

Attention: Yvonne King

Dear Mr. Patty:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of St. Johns Ordinance No. 2020-49, which was filed in this office on October 21, 2020.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

FILED OCT 21 2020
ST. JOHNS COUNTY
CLERK OF COURTS

BY: *Yvonne King*
DEPUTY CLERK



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

December 2, 2020

Honorable Brandon Patty
Clerk of Courts
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

Attention: Yvonne King

Dear Mr. Patty:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your corrected electronic copy of St. Johns Ordinance No. 2020-49, which was filed in this office on December 2, 2020.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

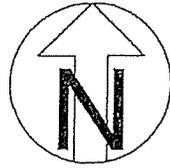
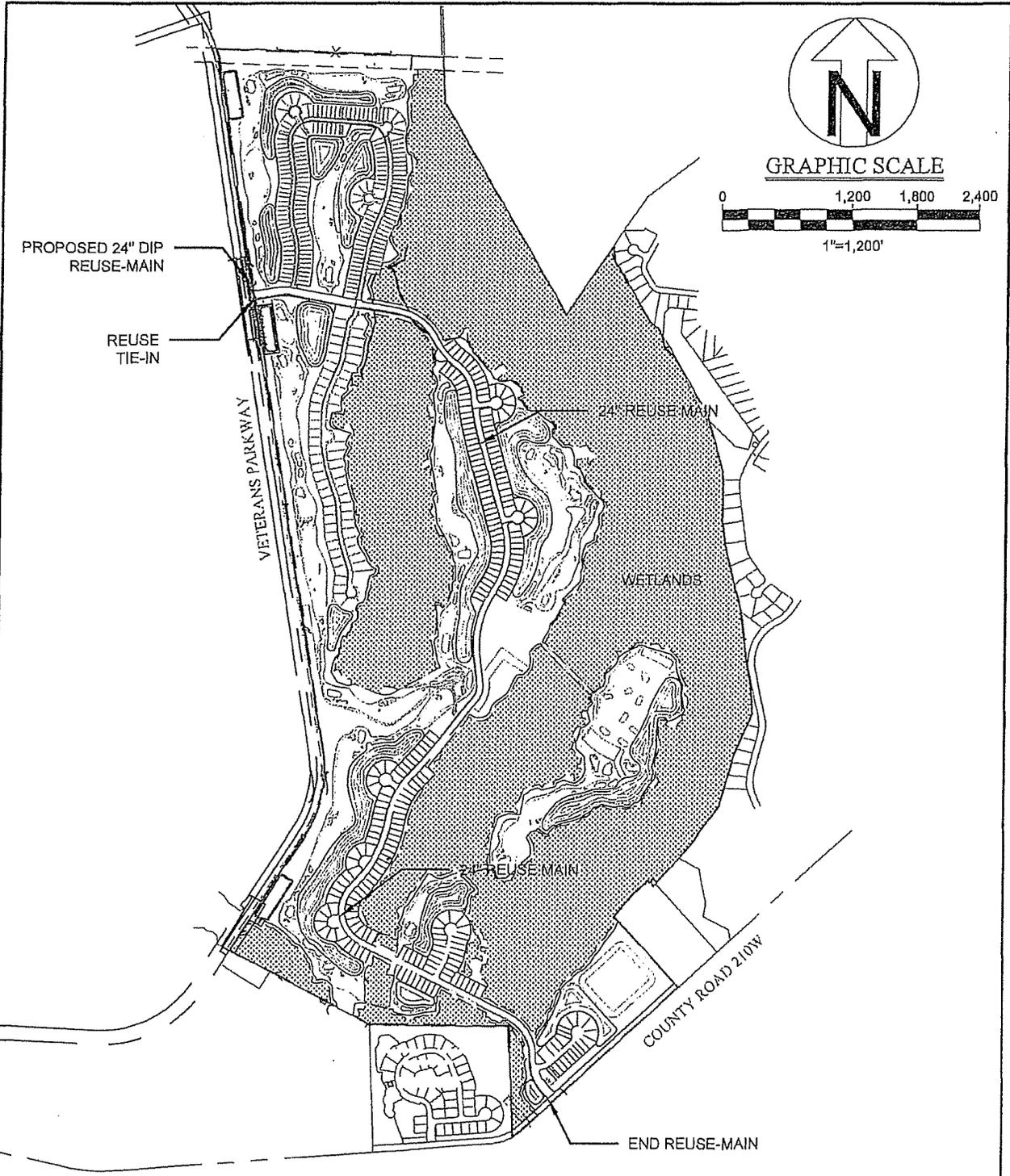
FILED NOV 20 2020
ST. JOHNS COUNTY
CLERK OF COURT
BY: *Yvonne King*
DEPUTY CLERK

EXHIBIT D

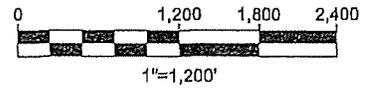
Population Estimate Stillwater CDD

Stillwater CDD Maximum Housing Stock:	549		Clay County Yearly Growth Rate	Year(s)
Stillwater CDD 2022 Current Housing Stock:	45		20.49%	2021-2025
Household Population per Occupied Housing Unit St. Johns County:	3.5		15.12%	2026-2030
Current Estimate Population:	157.5		11.51%	2031-2035
Estimated Population Cap:	1921.5		9.49%	2036-2040
			8.09%	2041-2042

Year	CDD Population
2022	157.50
2023	189.77
2024	228.66
2025	275.52
2026	317.19
2027	365.15
2028	420.38
2029	483.95
2030	557.14
2031	621.26
2032	692.75
2033	772.48
2034	861.38
2035	960.51
2036	1051.71
2037	1151.57
2038	1260.90
2039	1380.62
2040	1511.70
2041	1633.99
2042	1766.17

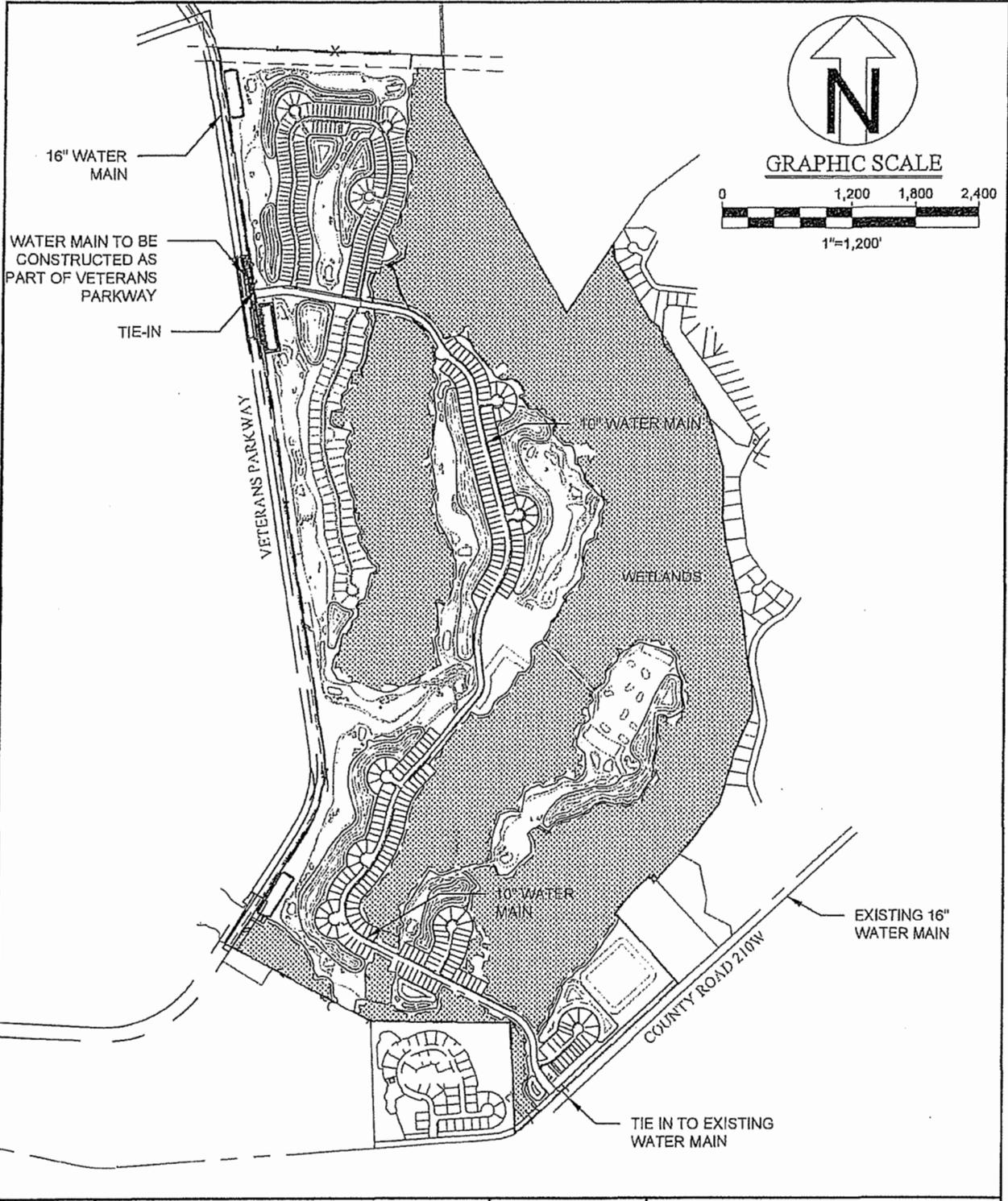


GRAPHIC SCALE



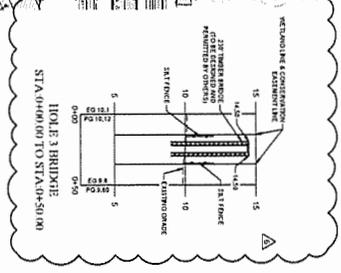
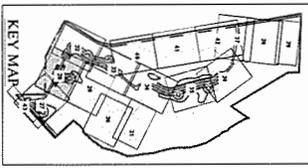
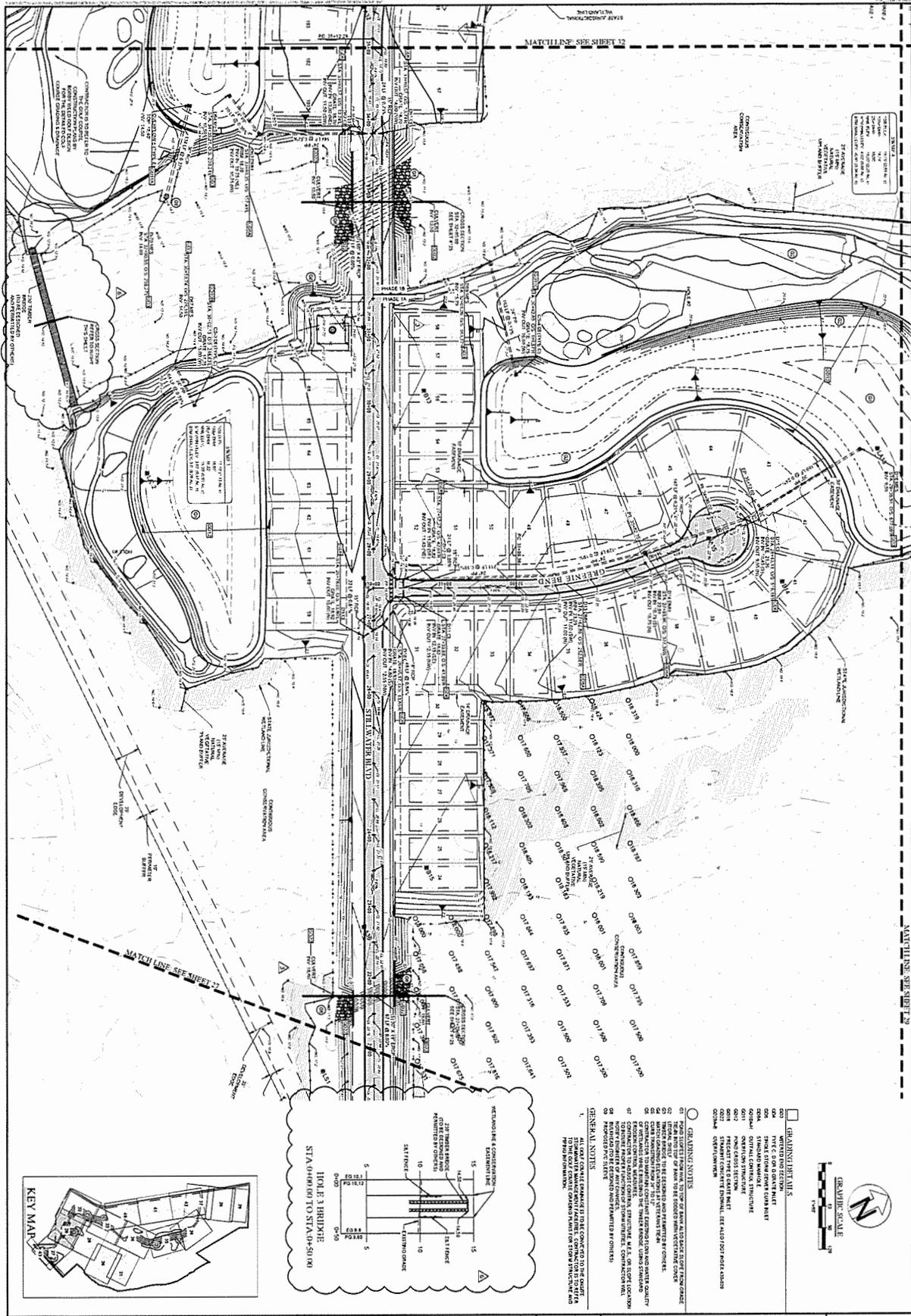
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MASTER REUSE PLAN STILLWATER ST. JOHNS COUNTY PREPARED FOR LENNAR HOMES, LLC		DSGN BY: RDF DWG BY: BDF CHK BY: ARA DATE: 02/25/2020 JOB No.: 19099	 MATTHEWS DESIGN GROUP P.O. BOX 3126, 7 WALDO STREET ST. AUGUSTINE, FL 32084 PHONE: 904.826.1334 • FAX: 904.826.4547 INFO@MDGNC.COM
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MASTER WATER PLAN STILLWATER ST. JOHNS COUNTY PREPARED FOR LENNAR HOMES, LLC		DSGN BY: RDF DWG BY: BDF CHK BY: ARA DATE: 02/25/2020 JOB No.: 15099	 MATTHEWS DESIGN GROUP P.O. BOX 3126, 7 WALDO STREET ST. AUGUSTINE, FL 32084 PHONE: 904.826.1334 • FAX: 904.826.4547 INFO@MDGINC.COM
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- GRADING NOTES:**
- 01 FORM SHIFTS TO FORM TO TOP OF FINISH AS SHOWN BY THE PLAN
 - 02 FINISH GRADE TO BE SHOWN BY THE PLAN
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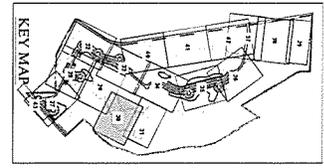
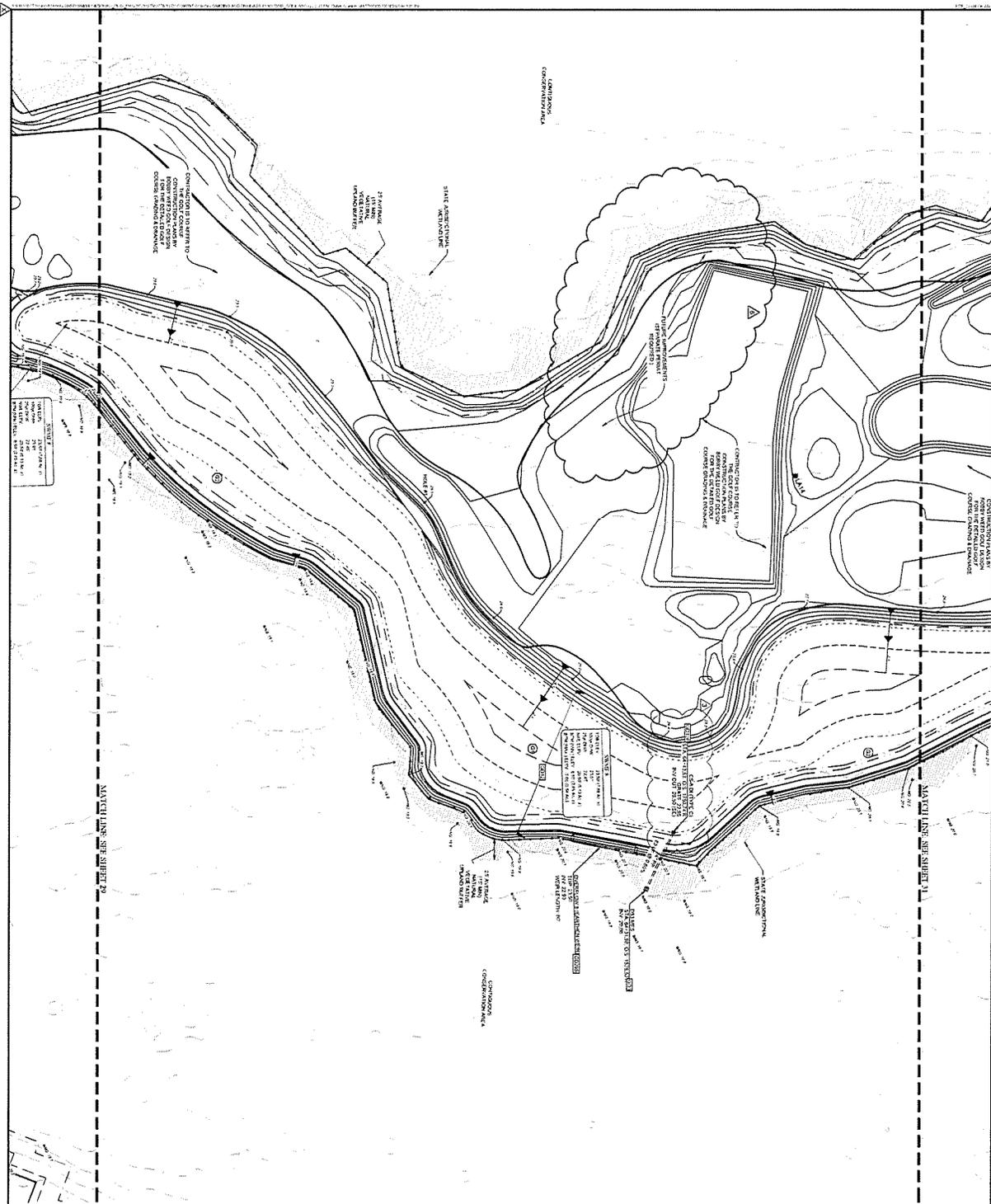


GRADING AND DRAINAGE PLAN
STILLWATER
 ST. JOHNS COUNTY
 PREPARED FOR
 LENNAR

MATTHEWS DESIGN GROUP
 P.O. BOX 3126, 7 WALDO STREET
 ST. AUGUSTINE, FL 32084
 PHONE: 904.826.1334 • FAX: 904.826.4547
 INFO@MDGINC.COM

NO.	DATE	DESCRIPTION
1	11-18-20	REVISED PER JEA COMMENTS
2	01-25-21	REVISED PER CONTRACTOR & WMO COMMENTS

REGISTERED ENGINEER
 ALEX K. AREE, P.E.
 CAD00136 PL071155



- 000 GRADING DETAILS
- 001 WETTED TO TOP OF FINISH
- 002 SHED ROOF DRAIN CHANNEL
- 003 DRAINAGE CHANNEL
- 004 OPEN TRENCH
- 005 OPEN TRENCH
- 006 PRECAST TRENCH CURB
- 007 PRECAST TRENCH CURB
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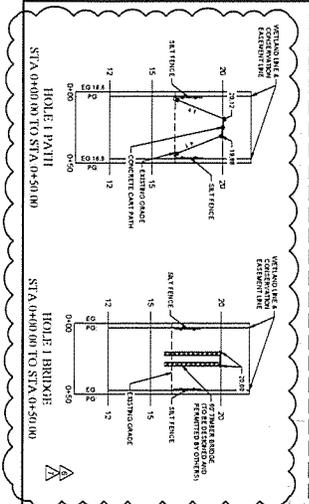
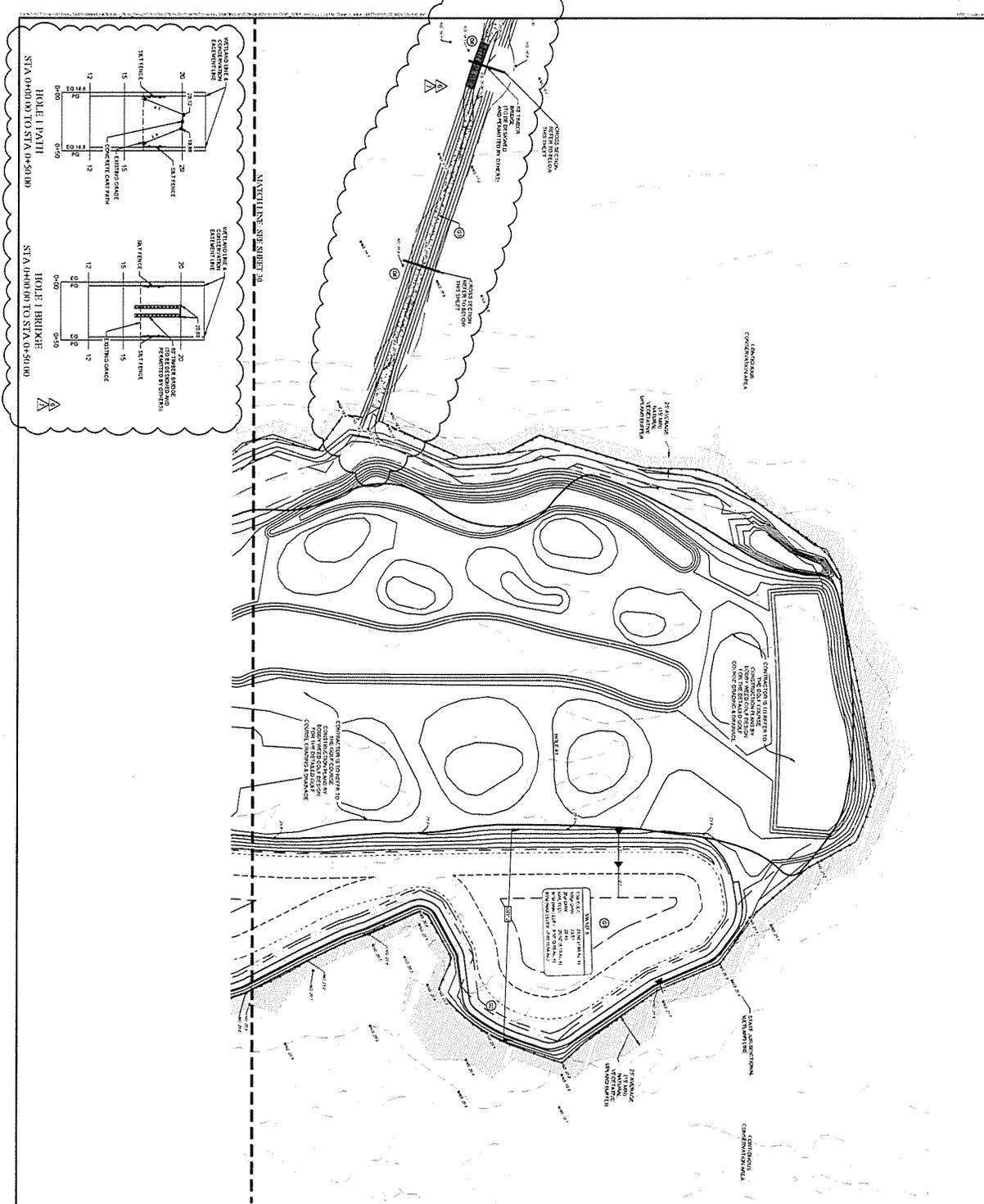
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OF 128

GRADING AND DRAINAGE PLAN
STILLWATER
 ST. JOHNS COUNTY
 PREPARED FOR
 LENNAR

MATTHEWS DESIGN GROUP
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 PHONE: 904.826.1334 • FAX: 904.826.4547
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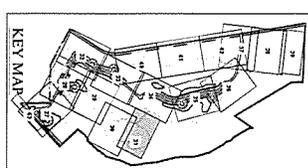
NO.	DATE	DESCRIPTION
3	11-19-20	REVISED PER JEA COMMENTS
4	01-25-21	REVISED PER CONTRACTOR & VMD COMMENTS

REGISTERED ENGINEER
 ALEX ACKIE, P.E.
 CA20155 FL073155



VERTICAL LINE SECTION
ELEMENT 101
STA 0+00.00 TO STA 0+50.00

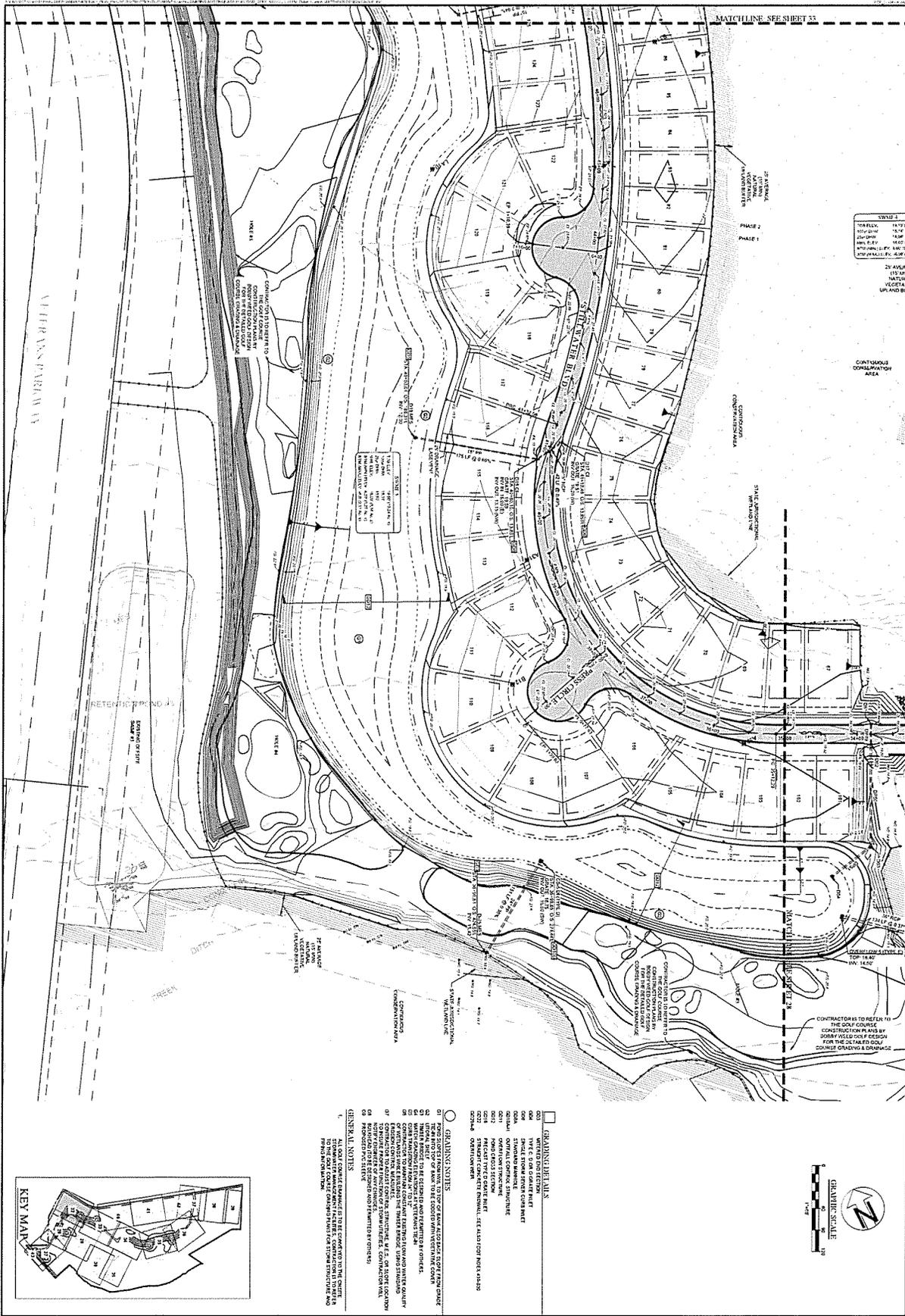
VERTICAL LINE SECTION
ELEMENT 101
STA 0+40.00 TO STA 0+50.00



- GRADING NOTES**
- 01. FINISH GRADE TO BE SHOWN BY DASHED LINE
 - 02. EXISTING GRADE TO BE SHOWN BY SOLID LINE
 - 03. HATCHED AREA TO BE REMOVED AND REFINISHED BY OWNER
 - 04. HATCHED AREA TO BE REFINISHED BY OWNER
 - 05. HATCHED AREA TO BE REFINISHED BY OWNER
 - 06. HATCHED AREA TO BE REFINISHED BY OWNER
 - 07. CONTRACTOR TO VERIFY AND CORRECT THE FINISH GRADE TO MATCH THE QUALITY OF THE EXISTING GRADE
 - 08. CONTRACTOR TO VERIFY AND CORRECT THE FINISH GRADE TO MATCH THE QUALITY OF THE EXISTING GRADE
 - 09. CONTRACTOR TO VERIFY AND CORRECT THE FINISH GRADE TO MATCH THE QUALITY OF THE EXISTING GRADE
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 - 30. CONTRACTOR TO VERIFY AND CORRECT THE FINISH GRADE TO MATCH THE QUALITY OF THE EXISTING GRADE
- GENERAL NOTES**
- 1. ALL CONCRETE SHALL BE TO BE CONCRETE TO THE RIGHT OF THE EXISTING CONCRETE
 - 2. THE CONCRETE SHALL BE TO BE CONCRETE TO THE RIGHT OF THE EXISTING CONCRETE
 - 3. THE CONCRETE SHALL BE TO BE CONCRETE TO THE RIGHT OF THE EXISTING CONCRETE
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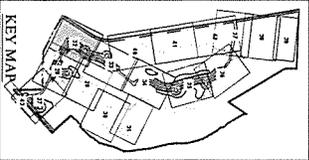


GRADING AND DRAINAGE PLAN STILLWATER ST. JOHNS COUNTY PREPARED FOR LENNAR		MATTHEWS DESIGN GROUP P.O. BOX 3126, 7 WALDO STREET ST. AUGUSTINE, FL 32084 PHONE: 904 826 1334 • FAX: 904 826 4547 INFO@MDGINC.COM		RDP NRM AKA 100102020 10029	REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>8</td> <td>01-25-21</td> <td>REVISED PER CONTRACTOR & VMD COMMENTS</td> </tr> <tr> <td>7</td> <td>02-24-21</td> <td>REVISED CART PATH ELEVATIONS</td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	8	01-25-21	REVISED PER CONTRACTOR & VMD COMMENTS	7	02-24-21	REVISED CART PATH ELEVATIONS	REGISTERED ENGINEER ALEX A. SCHER, P.E. CA20535 FL87315
NO.	DATE	DESCRIPTION													
8	01-25-21	REVISED PER CONTRACTOR & VMD COMMENTS													
7	02-24-21	REVISED CART PATH ELEVATIONS													

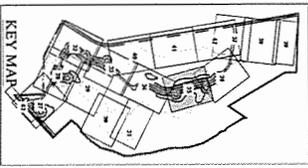
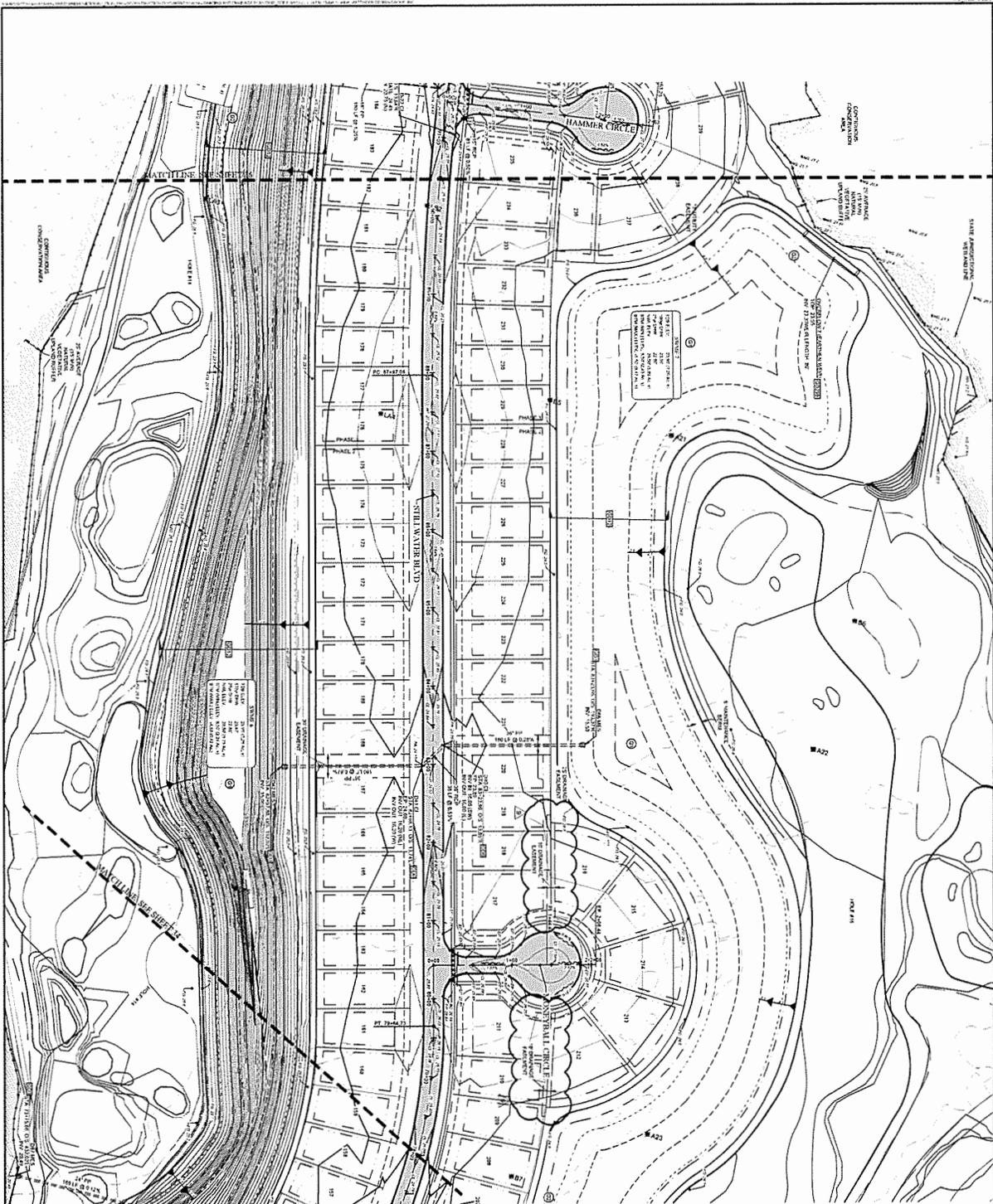


DATE: 11/11/20
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES
 DESIGNED BY: J. J. JONES
 PROJECT NO.: 10012020

CONTRACTOR TO REFER TO THE GOLF COURSE CONSTRUCTION PHASES BY SOWAY WELLS GOLF DESIGN FOR THE GOLF COURSE DRAINAGE AND DRAINAGE



- GRADING NOTES:**
- 01 FINISH GRADE TO REMAIN, TO TOP OF BANK, EXCEPT AS NOTED
 - 02 FINISH GRADE TO REMAIN, TO TOP OF BANK, EXCEPT AS NOTED
 - 03 FINISH GRADE TO REMAIN, TO TOP OF BANK, EXCEPT AS NOTED
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- CREAMLINE NOTES
 - 01. THIS PLAN IS TO BE USED TO CONSTRUCT THE PROPOSED GRADE AND DRAINAGE SYSTEM.
 - 02. THE PROPOSED GRADE AND DRAINAGE SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:
 - 03. THE PROPOSED GRADE AND DRAINAGE SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:
 - 04. THE PROPOSED GRADE AND DRAINAGE SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:
 - 05. THE PROPOSED GRADE AND DRAINAGE SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:
 - 06. THE PROPOSED GRADE AND DRAINAGE SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:
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 - 09. THE PROPOSED GRADE AND DRAINAGE SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:
 - 10. THE PROPOSED GRADE AND DRAINAGE SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:
- GENERAL NOTES
 - 01. THE PROPOSED GRADE AND DRAINAGE SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:
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 - 10. THE PROPOSED GRADE AND DRAINAGE SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:

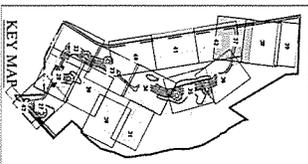


GRADING AND DRAINAGE PLAN
STILLWATER
 ST. JOHNS COUNTY
 PREPARED FOR
 LENNAR

MATTHEWS DESIGN GROUP
 P.O. BOX 3126, 7 W. ALDO STREET
 ST. AUGUSTINE, FL 32084
 PHONE: 904.826.1334 • FAX: 904.826.4547
 INFO@MDGNC.COM

NO.	DATE	DESCRIPTION
1	08-31-2021	ADDED POLY WATER SERVICE
2	09-23-2021	REVISED PHASE LINE LOCATIONS
3	05-09-22	PHASEMENT UPDATES
4		
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REGISTERED ENGINEER
 ALEX H. KEELE, P.E.
 CA#20139 FL#171155



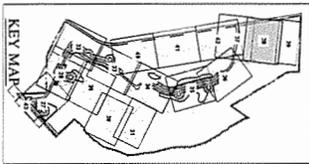
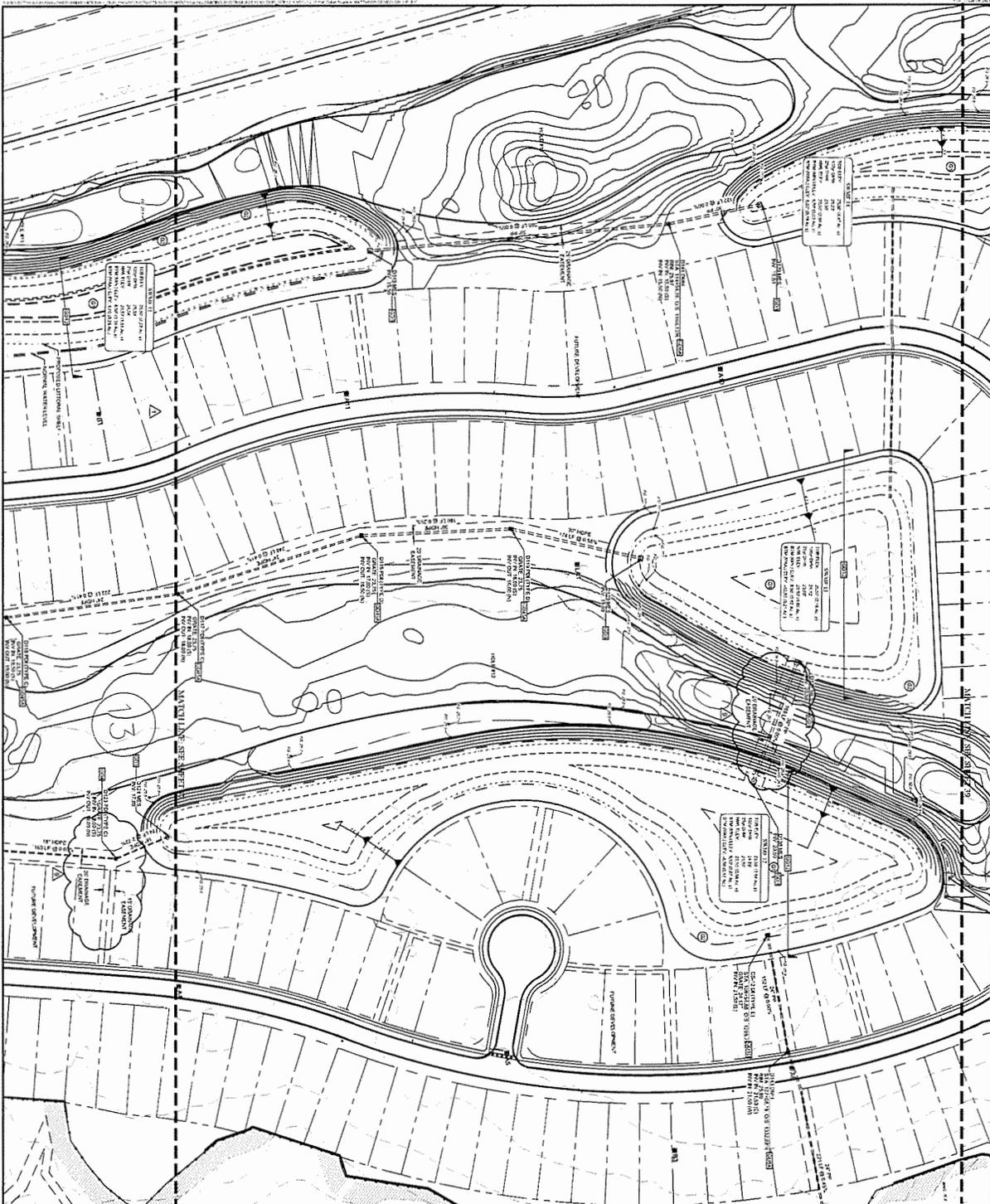
- GENERAL NOTES:**
- 01 ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 - 02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 03 THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 - 04 THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 - 05 THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRAINAGE PATTERNS AND CHANNELS.
 - 06 THE CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES DURING CONSTRUCTION.
 - 07 THE CONTRACTOR SHALL MAINTAIN THE EXISTING TOPOGRAPHY AND VEGETATION WHERE PRACTICABLE.
 - 08 THE CONTRACTOR SHALL PROVIDE ADEQUATE DRAINAGE FOR ALL IMPAVED AREAS.
 - 09 THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES AND STRUCTURES.
 - 10 THE CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES DURING CONSTRUCTION.
 - 11 THE CONTRACTOR SHALL MAINTAIN THE EXISTING TOPOGRAPHY AND VEGETATION WHERE PRACTICABLE.
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 - 17 THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES AND STRUCTURES.
 - 18 THE CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES DURING CONSTRUCTION.
 - 19 THE CONTRACTOR SHALL MAINTAIN THE EXISTING TOPOGRAPHY AND VEGETATION WHERE PRACTICABLE.
 - 20 THE CONTRACTOR SHALL PROVIDE ADEQUATE DRAINAGE FOR ALL IMPAVED AREAS.

GRADING AND DRAINAGE PLAN
STILLWATER
 ST. JOHNS COUNTY
 PREPARED FOR
LENNAR

MATTHEWS DESIGN GROUP
 P.O. BOX 3126, 7 WALDOO ST REBT
 ST. AUGUSTINE, FL 32084
 PHONE: 904.826.1334 • FAX: 904.826.4547
 INFO@MDGDC.COM

NO.	DATE	DESCRIPTION
1	08-31-2021	ADDED POLY WATER SERVICE
2	12-23-2021	REVISED PHASE LINE LOCATIONS
3	05-09-2022	EASEMENT UPDATES

REGISTERED ENGINEER
 ALEXA ACHE P.E.
 CA42939 FL#7315



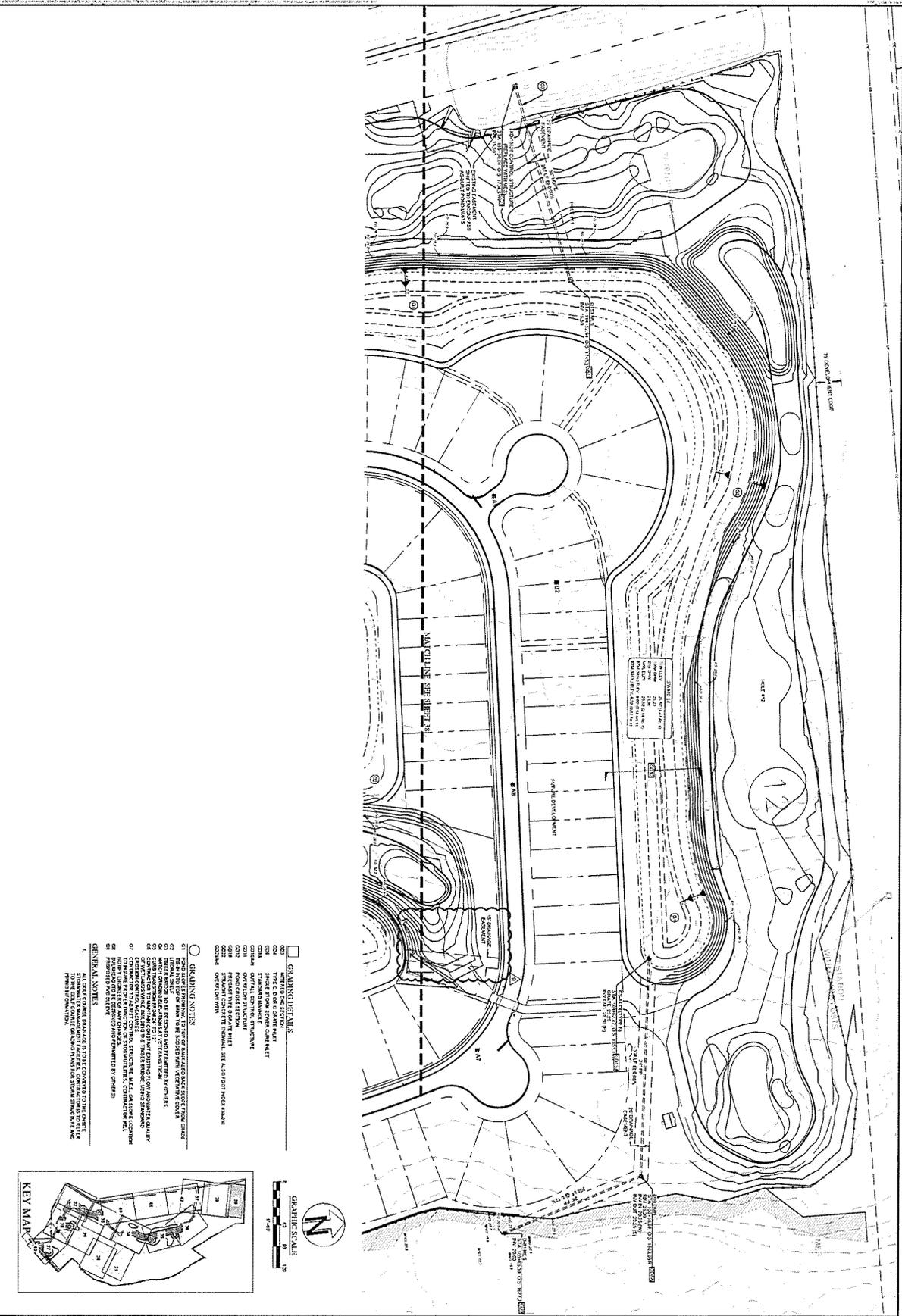
- REMAINING NOTES**
- 01. THIS PLAN IS TO BE USED IN CONJUNCTION WITH THE GRADING AND DRAINAGE PLAN.
 - 02. THE GRADING AND DRAINAGE PLAN IS TO BE USED IN CONJUNCTION WITH THE GRADING AND DRAINAGE PLAN.
 - 03. THE GRADING AND DRAINAGE PLAN IS TO BE USED IN CONJUNCTION WITH THE GRADING AND DRAINAGE PLAN.
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 - 10. THE GRADING AND DRAINAGE PLAN IS TO BE USED IN CONJUNCTION WITH THE GRADING AND DRAINAGE PLAN.
- GENERAL NOTES**
- 1. ALL SHOWN EASEMENTS ARE TO BE CONVEYED TO THE COUNTY OF JOHNS COUNTY, MISSISSIPPI, FOR THE POLY WATER SERVICE AND TO BE USED IN CONJUNCTION WITH THE POLY WATER SERVICE AND TO BE USED IN CONJUNCTION WITH THE POLY WATER SERVICE.

GRADING AND DRAINAGE PLAN
STILLWATER
 ST. JOHNS COUNTY
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 LENNAR

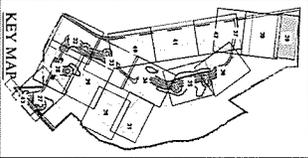
MATTHEWS DESIGN GROUP
 P.O. BOX 3126, 7 WALDO STREET
 ST. AUGUSTINE, FL 32084
 PHONE: 904.826.1334 • FAX: 904.826.1547
 INFO@MDXINC.COM

REV	DATE	DESCRIPTION
1	08-31-2021	ADDED POLY WATER SERVICE
2	08-31-2021	REVISED PHASE LINE LOCATIONS
3	08-09-2022	EASEMENT UPDATES

REGISTERED ENGINEER
 ALEX A. AGEE, P.E.
 CAM2022 FL#27115



- GRADING DETAILS**
- 001 TYPE C CORNER PAVEMENT
 - 002 TYPE C CORNER PAVEMENT
 - 003 TYPE C CORNER PAVEMENT
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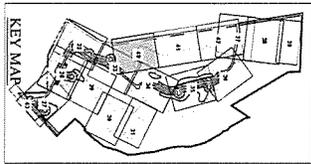
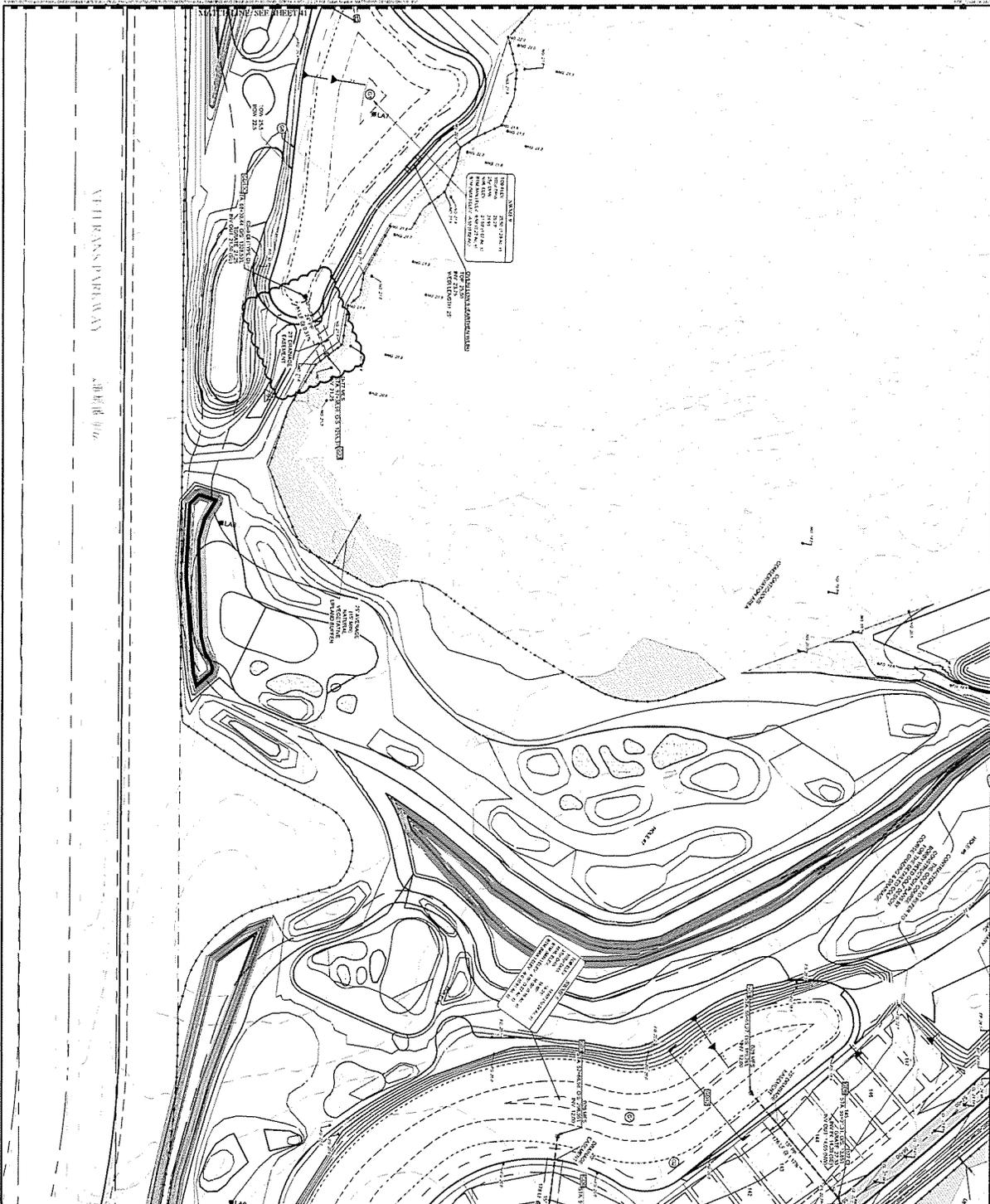


GRADING AND DRAINAGE PLAN
STILLWATER
 ST. JOHNS COUNTY
 PREPARED FOR
 LENNAR

MATTHEWS DESIGN GROUP
 P.O. BOX 3126, 7 WALDO STREET
 ST. AUGUSTINE, FL 32084
 PHONE: 904.826.1334 • FAX: 904.826.4547
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REGISTERED ENGINEER
 RICK A. RICE, P.E.
 CA415515 FL471115



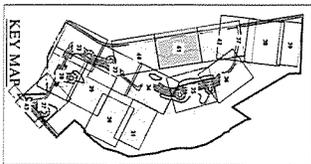
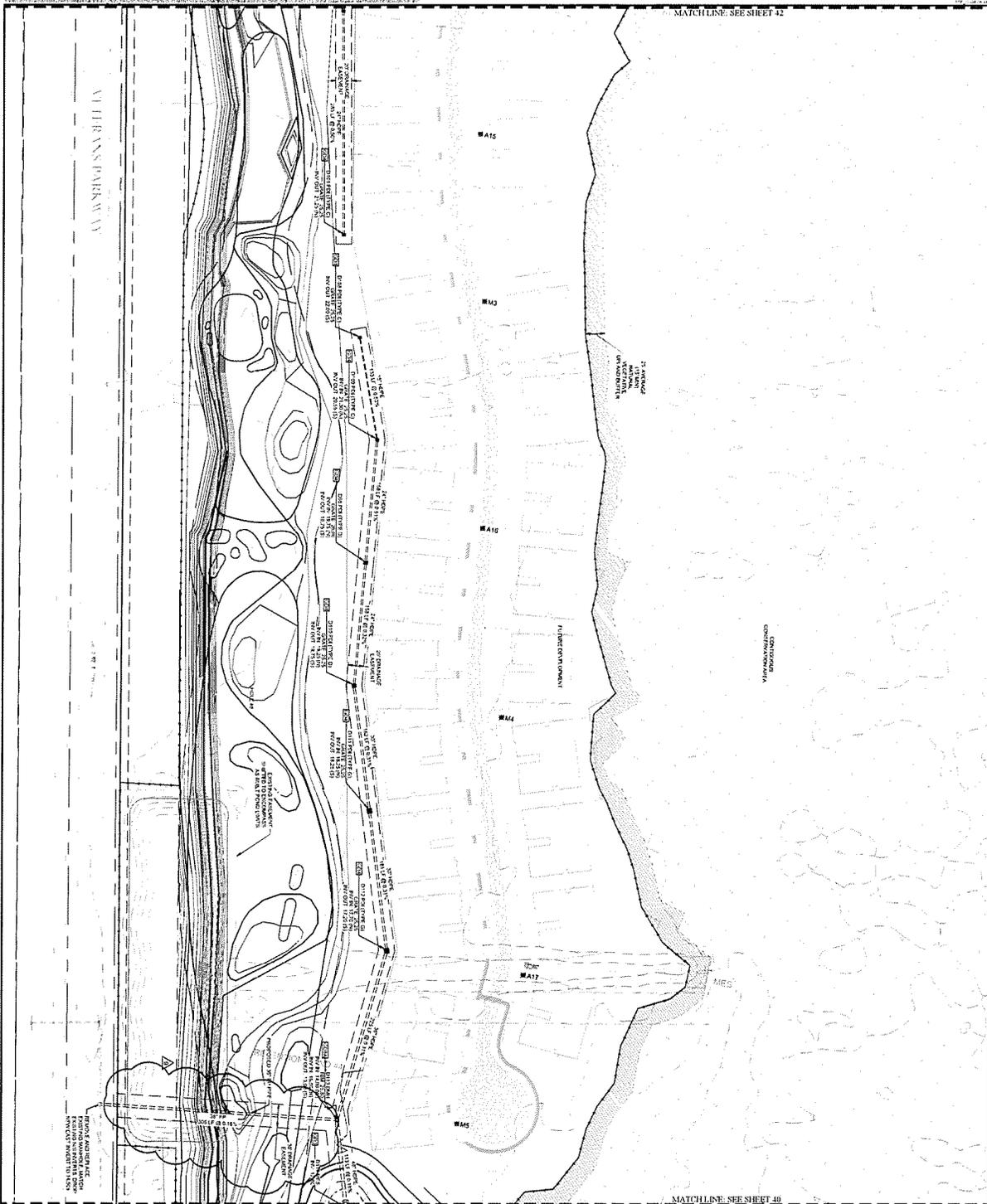
- LEGEND**
- 001 GRADING DETAIL A, B, S
 - 002 WETTED DRAINAGE
 - 003 DRAINAGE SWALE
 - 004 DRAINAGE SWALE WITH CURB
 - 005 DRAINAGE SWALE WITH CURB AND GUTTER
 - 006 DRAINAGE SWALE WITH CURB AND GUTTER AND SIDEWALK
 - 007 DRAINAGE SWALE WITH CURB AND GUTTER AND SIDEWALK AND BIKEWAY
 - 008 DRAINAGE SWALE WITH CURB AND GUTTER AND SIDEWALK AND BIKEWAY AND TRAIL
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 - 020 DRAINAGE SWALE WITH CURB AND GUTTER AND SIDEWALK AND BIKEWAY AND TRAIL AND BIKEWAY
- GENERAL NOTES**
- 01 THE GRADING SHALL BE TO THE FINISHED GRADE UNLESS OTHERWISE NOTED.
 - 02 THE DRAINAGE SWALES SHALL BE TO THE FINISHED GRADE UNLESS OTHERWISE NOTED.
 - 03 THE DRAINAGE SWALES SHALL BE TO THE FINISHED GRADE UNLESS OTHERWISE NOTED.
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REGISTERED ENGINEER
 ALEX ACHE, P.E.
 CAE25035 FL#27115



- 001 GRADING DETAILS
- 002 WATER TO DRAINAGE
- 003 SHIELD FROM STORM DRAIN
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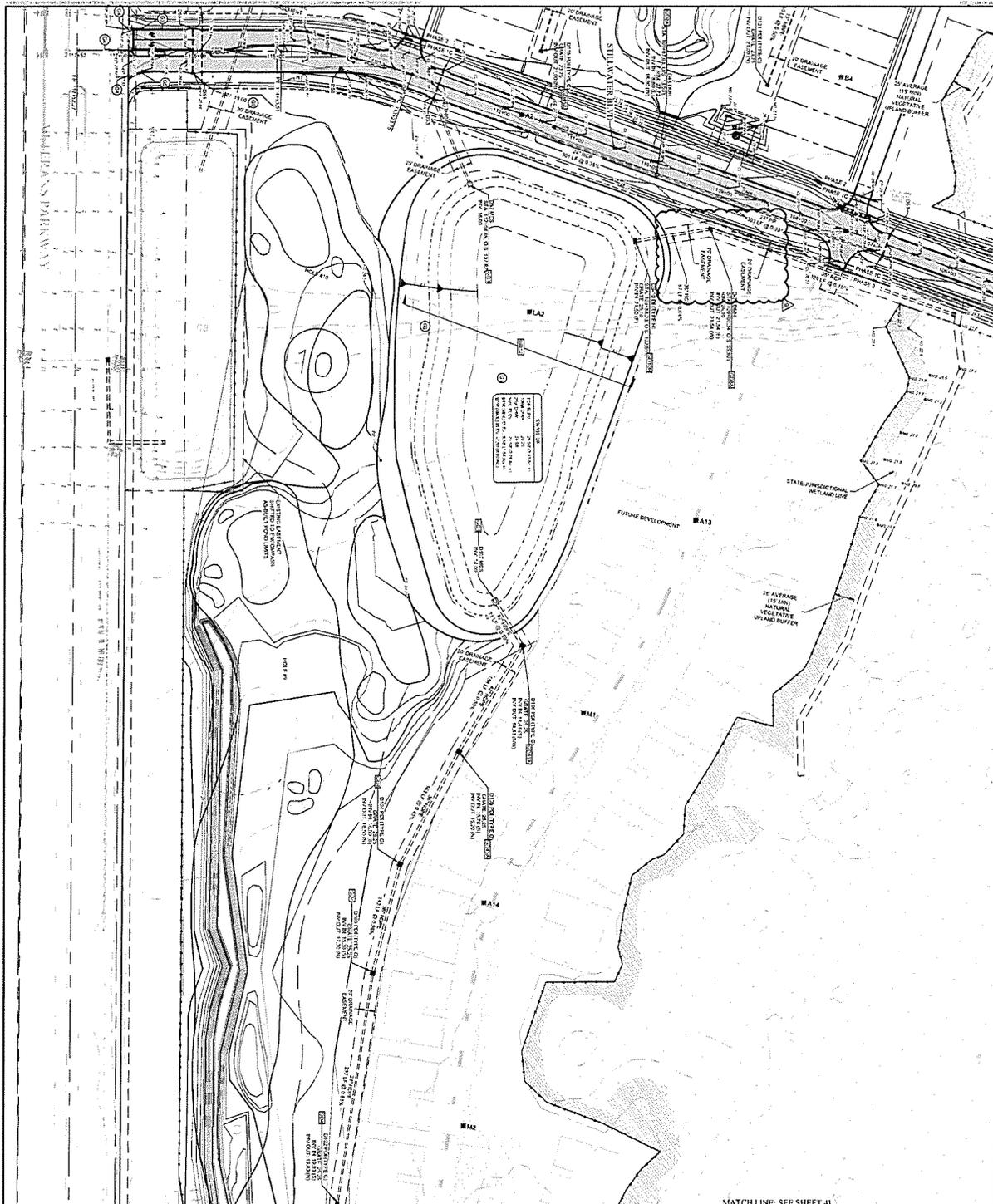


GRADING AND DRAINAGE PLAN
 STILLWATER
 ST. JOHNS COUNTY
 PREPARED FOR
 LENNAR

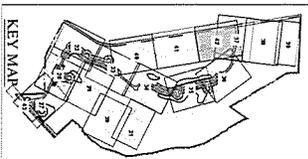
MATTHEWS DESIGN GROUP
 P.O. BOX 3126, 7 WALDO STREET
 ST. AUGUSTINE, FL 32084
 PHONE: 904.826.1334 • FAX: 904.826.4547
 INFO@MIDGINC.COM

REV	NO.	DATE	DESCRIPTION
1	1	12-09-20	REVISED PER WMD COMMENTS
2	2	01-25-21	REVISED PER CONTRACTOR & WMD COMMENTS
3	3	05-09-2022	EASEMENT UPDATES

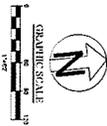
REGISTERED ENGINEER
 AISKY ACREE P.E.
 CA25535 FL071515



WATCHLINE - SEE SHEET 41



- GENERAL NOTES:**
- 01. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 - 02. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE APPROPRIATE AGENCIES.
 - 03. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 - 04. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 - 05. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE THROUGHOUT CONSTRUCTION.
 - 06. THE CONTRACTOR SHALL MAINTAIN ADEQUATE EROSION CONTROL MEASURES.
 - 07. THE CONTRACTOR SHALL MAINTAIN ADEQUATE STORM WATER MANAGEMENT.
 - 08. THE CONTRACTOR SHALL MAINTAIN ADEQUATE WETLAND PROTECTION.
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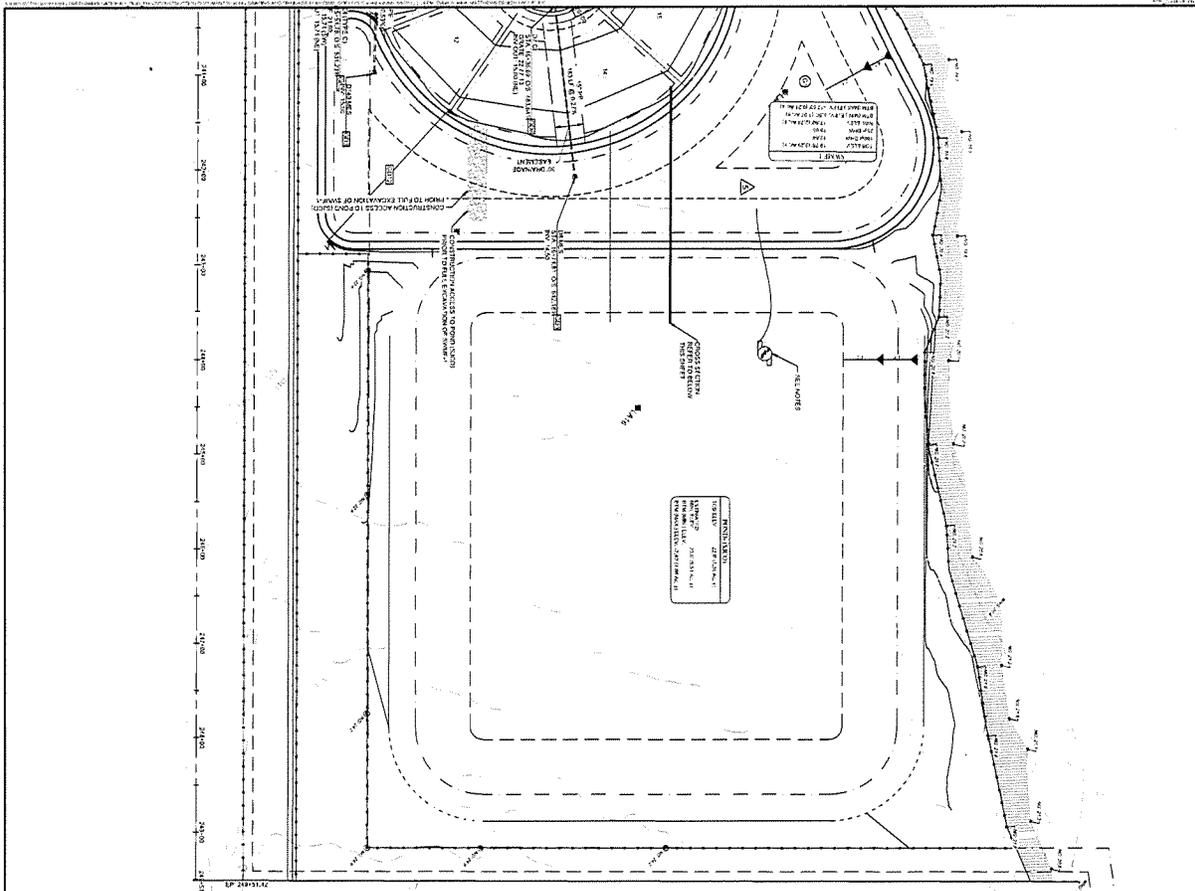


GRADING AND DRAINAGE PLAN
STILLWATER
 ST. JOHNS COUNTY
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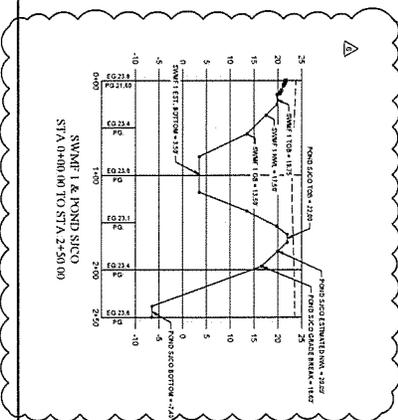
MATTHEWS DESIGN GROUP
 P.O. BOX 1136, 7 WALDO STREET
 ST. AUGUSTINE, FL 32084
 PHONE: 904.826.1334 • FAX: 904.826.4547
 INFO@MDGRNC.COM

NO.	DATE	REVISIONS
1	08-31-2021	ADDED POLY WATER SERVICE
2	12-23-2021	REVISED PHASE LINE LOCATIONS
3	05-09-2022	EASEMENT UPDATES
4	10/01/2023	
5	10/01/2023	

REGISTERED ENGINEER
 ALEX A. ACIE, P.E.
 CA25293 FL27315



- GENERAL NOTES:**
1. THE MANHOLE SHALL BE SET IN ACCORDANCE WITH THE CITY OF ST. JOHNS CODES.
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- REVISIONS:**
- | NO. | DATE | DESCRIPTION |
|-----|----------|---------------------------------------|
| 1 | 12-12-20 | REVISED PER MANHOLE LOCATION |
| 2 | 01-25-21 | REVISED PER CONTRACTOR'S WMD COMMENTS |
- MANHOLE DETAILS:**
- MANHOLE 1: 12" DIA. CONCRETE MANHOLE WITH 12" DIA. CONCRETE COVER.
 - MANHOLE 2: 12" DIA. CONCRETE MANHOLE WITH 12" DIA. CONCRETE COVER.
 - MANHOLE 3: 12" DIA. CONCRETE MANHOLE WITH 12" DIA. CONCRETE COVER.
 - MANHOLE 4: 12" DIA. CONCRETE MANHOLE WITH 12" DIA. CONCRETE COVER.
 - MANHOLE 5: 12" DIA. CONCRETE MANHOLE WITH 12" DIA. CONCRETE COVER.
 - MANHOLE 6: 12" DIA. CONCRETE MANHOLE WITH 12" DIA. CONCRETE COVER.
 - MANHOLE 7: 12" DIA. CONCRETE MANHOLE WITH 12" DIA. CONCRETE COVER.
 - MANHOLE 8: 12" DIA. CONCRETE MANHOLE WITH 12" DIA. CONCRETE COVER.
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 - MANHOLE 22: 12" DIA. CONCRETE MANHOLE WITH 12" DIA. CONCRETE COVER.
 - MANHOLE 23: 12" DIA. CONCRETE MANHOLE WITH 12" DIA. CONCRETE COVER.
 - MANHOLE 24: 12" DIA. CONCRETE MANHOLE WITH 12" DIA. CONCRETE COVER.
 - MANHOLE 25: 12" DIA. CONCRETE MANHOLE WITH 12" DIA. CONCRETE COVER.
- GENERAL NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF ST. JOHNS CODES.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF ST. JOHNS CODES.
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GRADING AND DRAINAGE (SJC0 POND)

STILLWATER
ST. JOHNS COUNTY
PREPARED FOR
LENNAR

MATTHEWS DESIGN GROUP
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FL 32084
PHONE: 904.826.1334 • FAX: 904.826.4547
INFO@MDGDC.COM

REVISED	DATE	DESCRIPTION
5	12-12-20	REVISED PER MANHOLE LOCATION
6	01-25-21	REVISED PER CONTRACTOR'S WMD COMMENTS

REGISTERED ENGINEER
ALEX R. ACREE P.E.
CA021535 FL#213115

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

8

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2022**

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 38,139	\$ -	\$ -	\$ 38,139
Investments				
Revenue	-	39,030	-	39,030
Reserve	-	431,616	-	431,616
Construction	-	-	9,221,571	9,221,571
Interest	-	250	-	250
Undeposited funds	39,742	4,009	-	43,751
Due from general fund	-	12,994	-	12,994
Prepaid expense	1,102	-	-	1,102
Total assets	<u>\$ 78,983</u>	<u>\$487,899</u>	<u>\$ 9,221,571</u>	<u>\$ 9,788,453</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 21,414	\$ -	\$ -	\$ 21,414
Accounts payable - on -site	18,451	-	-	18,451
Due to debt service fund	12,994	-	-	12,994
Accrued wages payable	1,000	-	-	1,000
Accrued taxes payable	76	-	-	76
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>59,935</u>	<u>-</u>	<u>-</u>	<u>59,935</u>
Fund balances:				
Restricted for:				
Debt service	-	487,899	-	487,899
Capital projects	-	-	9,221,571	9,221,571
Unassigned	19,048	-	-	19,048
Total fund balances	<u>19,048</u>	<u>487,899</u>	<u>9,221,571</u>	<u>9,728,518</u>
Total liabilities and fund balances	<u>\$ 78,983</u>	<u>\$487,899</u>	<u>\$ 9,221,571</u>	<u>\$ 9,788,453</u>

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 42,253	\$ 78,452	\$ 484,840	16%
Lot closings	2,067	28,261	-	N/A
Total revenues	<u>44,320</u>	<u>106,713</u>	<u>484,840</u>	22%
EXPENDITURES				
Professional & administrative				
Supervisors	-	2,153	7,000	31%
Management/accounting/recording	4,000	28,000	48,000	58%
Legal	245	2,892	20,000	14%
Engineering	-	1,533	1,500	102%
Engineering - stormwater analysis	-	354	-	N/A
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	583	1,000	58%
Trustee	-	-	6,500	0%
Telephone	17	116	200	58%
Postage	40	82	500	16%
Printing & binding	42	292	500	58%
Legal advertising	-	337	1,500	22%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	22	488	500	98%
Website hosting & maintenance	705	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>5,154</u>	<u>42,710</u>	<u>99,790</u>	43%
Operations & maintenance				
Law enforcement:				
Security patrol	96	432	24,000	2%
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	-	6,820	13,800	49%
Other physical environment				
Field ops management	-	-	9,600	0%
Entrance gate contract	1,159	10,924	12,000	91%
Property insurance	-	-	22,000	0%
Landscape contract	10,486	23,058	150,000	15%
Irrigation repairs	-	-	21,600	0%
Landscape miscellaneous	-	-	9,600	0%
Mulch	-	-	5,900	0%

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
O&M accounting	312	2,187	3,750	58%
Holiday decorations	-	-	8,500	0%
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>12,053</u>	<u>43,421</u>	<u>385,050</u>	11%
Total expenditures	<u>17,207</u>	<u>86,131</u>	<u>484,840</u>	18%
 Excess/(deficiency) of revenues over/(under) expenditures	 27,113	 20,582	 -	
 Fund balances - beginning	 (8,065)	 (1,534)	 -	
Fund balances - ending	<u>\$ 19,048</u>	<u>\$ 19,048</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 APRIL 30, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 863,232	0%
Lot closings	6,547	56,034	-	N/A
Total revenues	<u>6,547</u>	<u>56,034</u>	<u>863,232</u>	6%
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	6,547	(313,814)	(96,710)	
Fund balances - beginning	481,352	801,713	801,463	
Fund balances - ending	<u>\$ 487,899</u>	<u>\$ 487,899</u>	<u>\$ 704,753</u>	

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED APRIL 30, 2022**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	<u>-</u>	<u>5,182,675</u>
Total expenditures	<u>-</u>	<u>5,182,675</u>
 Excess/(deficiency) of revenues over/(under) expenditures	-	(5,182,675)
 Fund balances - beginning	<u>9,221,571</u>	<u>14,404,246</u>
Fund balances - ending	<u><u>\$ 9,221,571</u></u>	<u><u>\$ 9,221,571</u></u>

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

9

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 March 10, 2022, at 10:30 a.m., at the Matthews Design Group, 7 Waldo Street, St. Augustine, Florida 32084.

Present were:

Zenzi Rogers	Chair
James “Chris” Mayo	Vice Chair
Kyler von der Osten	Assistant Secretary
Michael Della Penta	Assistant Secretary
Bob Deahl	Assistant Secretary

Also present, were:

Kristen Suit	District Manager
Wes Haber (via telephone)	District Counsel
Alex Acree	District Engineer
Belinda Spencer (via telephone)	Vesta Property Services Inc.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 10:43 a.m. All Supervisors were present, in person.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

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

Ms. Suit presented Resolution 2022-02 and read the title.

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On MOTION by Ms. Rogers and seconded by Mr. Della Penta, with all in favor, Resolution 2022-02, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Ratification of Vesta Property Services, Inc., Field Operations Agreement

Ms. Suit presented the Field Operations Agreement between the CDD and Vesta Property Services Inc., in the amount of \$1,500 per month.

On MOTION by Ms. Rogers and seconded by Mr. Deahl, with all in favor, the Vesta Property Services, Inc., Field Operations Agreement, in the amount of \$1,500 per month, was ratified.

FIFTH ORDER OF BUSINESS

Ratification of Florida ULS Operating, LLC D/B/A United Land Services, Agreement for the Provision of Landscape and Irrigation Maintenance Services

Ms. Suit presented the Florida ULS Operating, LLC, D/B/A United Land Services, Agreement for the Provision of Landscape and Irrigation Maintenance Services in the amount of \$6,286 per month.

On MOTION by Ms. Rogers and seconded by Mr. von der Osten with all in favor, the Florida ULS Operating, LLC D/B/A United Land Services, Agreement for the Provision of Landscape and Irrigation Maintenance Services, in the amount of \$6,286 per month, was ratified.

SIXTH ORDER OF BUSINESS

Ratification of SOLitude Lake Management, LLC, Agreement for Aquatic Management Services

Ms. Suit presented the SOLitude Lake Management, LLC, Agreement for Aquatic Management Services, in the amount of \$1,705 per month.

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On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the SOLitude Lake Management, LLC, Agreement for Aquatic Management Services, in the amount of \$1,705 per month, was ratified.

SEVENTH ORDER OF BUSINESS

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

Ms. Suit presented Resolution 2022-03. The proposed Fiscal Year 2023 budget would be presented at the May 12, 2022 meeting and adopted at the August 11, 2022 meeting.

On MOTION by Ms. Rogers and seconded by Mr. Della Penta, with all in favor, 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, was adopted.

EIGHTH ORDER OF BUSINESS

Ratification of Matthews Design Group, Inc., Wastewater and Stormwater Needs Analysis Proposal

Ms. Suit presented the Matthews Design Group, Inc., proposal for preparation of the Wastewater and Stormwater Needs Analysis Report, in a not-to-exceed amount of \$11,500.

On MOTION by Ms. Rogers and seconded by Mr. Deahl, with all in favor, the Matthews Design Group, Inc., proposal for preparation of the Wastewater and Stormwater Needs Analysis Report, in a not to exceed amount of \$11,500, was ratified.

NINTH ORDER OF BUSINESS

Ratification of Requisitions

Ms. Suit presented the following 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]**

120 D. No. 12: Hopping Green & Sams [\$251.50]

121 E. No. 13: Hopping Green & Sams [\$2,414.00]

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123 On MOTION by Ms. Rogers and seconded by Mr. von der Osten, with all in
124 favor, Requisition Numbers 9, 10, 11, 12 and 13, were ratified.

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127 TENTH ORDER OF BUSINESS

Ratification of Kutak Rock LLP Retention
and Fee Agreement

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130 Mr. Haber presented the Retention and Fee Agreement with Kutak Rock LLP. The
131 agreement is similar to the Hopping Green & Sams Agreement and the rates are unchanged.

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133 On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the
134 Kutak Rock LLP Retention and Fee Agreement, was ratified.

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137 ELEVENTH ORDER OF BUSINESS

Approval of Unaudited Financial
Statements as of January 31, 2022

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140 Ms. Suit presented the Unaudited Financial Statements as of January 31, 2022.

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142 On MOTION by Ms. Rogers and seconded by Mr. Della Penta, with all in favor,
143 the Unaudited Financial Statements as of January 31, 2022, were accepted.

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146 TWELFTH ORDER OF BUSINESS

Approval of November 11, 2021 Regular
Meeting Minutes

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149 Ms. Suit presented the November 11, 2021 Regular Meeting Minutes.

150

151 On MOTION by Ms. Rogers and seconded by Mr. Deahl, with all in favor, the
152 November 11, 2021 Regular Meeting Minutes, as presented, were approved.

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155 THIRTEENTH ORDER OF BUSINESS

Staff Reports

156

157 A. District Counsel: *Kutak Rock LLP*

158 There was no report.

159 **B. District Engineer: *Matthews Design Group***

160 There was no report.

161 **C. Field Operations Manager: *Vesta Property Services, Inc.***

162 There was no report.

163 **D. District Manager: *Wrathell, Hunt and Associates, LLC***

164 • **NEXT MEETING DATE: April 14, 2022 at 10:30 A.M.**

165 ○ **QUORUM CHECK**

166 The April 14, 2022 meeting was cancelled. The next meeting would be on May 12, 2022.

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168 **FOURTEENTH ORDER OF BUSINESS**

Supervisors' Comments/Requests

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170 In response to Ms. Rogers' request for an update on the CEP process, it was noted that
171 the information would be forwarded to the HOA. Mr. Deahl would email Ms. Spencer and copy
172 the O&M app so that everything can be transferred. Ms. Suit stated that Patty previously
173 mentioned forwarding the O&M portion of the budget to Management, for Field Operations, by
174 March 31, 2022; once received, it would be emailed to the Board for feedback. There is
175 sufficient time to make adjustments prior to presenting the proposed Fiscal Year 2023 budget
176 at the May meeting.

177

178 **FIFTEENTH ORDER OF BUSINESS**

Public Comments

179

180 No members of the public spoke.

181

182 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

183

184 There being nothing further to discuss, the meeting adjourned.

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186 **On MOTION by Ms. Rogers and seconded by Mr. Della Penta, with all in favor,**
187 **the meeting adjourned at 10:52 a.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

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April 27, 2022

Stillwater CDD
Attn: Daphne Gillyard, Dir. Of Admin. Services
c/o Wrathell, Hunt and Assoc., Inc.
2300 Glades Rd., Suite 410W
Boca Raton, FL 33431

Dear Ms. Gillyard:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

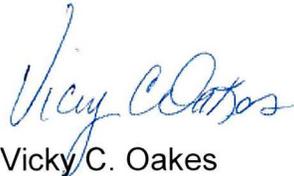
Stillwater CDD

0 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2022.

Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes
Supervisor of Elections

VO/ew

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

10DII

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* CANCELED	Regular Meeting	10:30 AM
May 12, 2022** CANCELED	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

** meeting location not available