

**DEL WEBB RIVER
RESERVE**

**COMMUNITY DEVELOPMENT
DISTRICT**

March 5, 2026

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

**AGENDA
LETTER**

Del Webb River Reserve 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

<https://delwebbriverreservcdd.net/>

February 26, 2026

Board of Supervisors
Del Webb River Reserve Community Development District

Dear Board Members:

The Board of Supervisors of the Del Webb River Reserve Community Development District will a Regular Meeting on March 5, 2026 at 11:30 a.m., at the Hampton Inn & Suites by Hilton – Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2026-01, Directing the Chairman and District Staff to File a Petition with Pasco County, Florida, Requesting the Passage of an Ordinance, Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of the Boundary Amendment Process; and Providing an Effective Date
 - A. Consideration of Boundary Amendment Funding Agreement
4. Consideration of Resolution 2026-02, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, *Florida Statutes*; Providing for Severability; and Providing an Effective Date
5. Consideration of Resolution 2026-03, Designating the Location of the Local District Records Office and Providing an Effective Date
6. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
 - A. October 1, 2024 - September 30, 2025 [Posted]
 - Public Facilities Report/FY 2025 Annual Inspection Report
 - B. October 1, 2025 - September 30, 2026
7. Ratification Items
 - A. FY2025/2026 Deficit Funding Agreement

ATTENDEES:

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

- B. Del Webb River Reserve Community Association, Inc. License Agreement Regarding Landscape and Hardscape Maintenance
 - C. Steadfast Alliance
 - I. Estimate for Bluegill Fish Stocking of Pond 4
 - II. Agreement for Pond Fountain Cleaning & Maintenance Services
 - D. Steadfast Environmental, LLC Work Authorization No. 1 Pond Maintenance Services
 - E. Wrathell, Hunt & Associates, LLC Invoice #WHAFO002 Project Mapping & Design
 - F. Amazing Signs Invoice INV-3176 Wildlife Signage Install
 - G. Greenscapes of Southwest Florida, LLC (d/b/a Sperber Landscape Services) Agreement for Pond Bank Maintenance
8. Acceptance of Unaudited Financial Statements as of January 31, 2026
9. Approval of August 7, 2025 Public Hearings and Regular Meeting Minutes
10. Staff Reports
- A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *LevelUp Consulting, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - FY2026 Insurance Property Schedule
 - NEXT MEETING DATE: April 2, 2026 at 11:30 AM

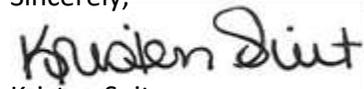
○ QUORUM CHECK

SEAT 1	BRADY LEFERE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	RAY APONTE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	MELISA SGRO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	BLAKE GLASS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ALEX MALECKI	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 11. Board Members' Comments/Requests
- 12. Public Comments
- 13. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (410) 207-1802.

Sincerely,



Kristen Suit
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

DEL WEBB RIVER RESERVE

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB RIVER RESERVE COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH PASCO COUNTY, FLORIDA, REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Del Webb River Reserve Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Act**"), and Pasco County, Florida, Ordinance No. 24-51 (the "**Ordinance**"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of 276.926 acres, more or less, as more fully described in the Ordinance; and

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

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

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

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

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

WHEREAS, the proposed boundary amendment is not inconsistent with either the State or local comprehensive plan; and

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

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

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

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

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

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

SECTION 2. The Board hereby directs the Chairman and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with Pasco County, Florida, to seek the amendment of the District’s boundaries to include the lands within the Expansion Area, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District’s boundaries.

SECTION 3. The Board hereby authorizes the Chairman and Kutak Rock LLP, District Counsel, to act as agents of the District with regard to any and all matters pertaining to the petition to Pasco County, Florida, to amend the boundaries of the District.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 5th day of March, 2026.

ATTEST:

**DEL WEBB RIVER RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

Exhibit A
(Not A Survey)

DESCRIPTION:

A parcel of land lying in Sections 30 and 31, Township 24 South, Range 18 East, Pasco County, Florida, and being more particularly described as follows:

BEGIN at the Northeast corner of said Section 31; run thence along the East boundary of the Northeast 1/4 thereof, S.00°23'38"W., a distance of 346.73 feet to the Northeast corner of DEL WEBB RIVER RESERVE PHASES IA & IB, according to the plat thereof, as recorded in Plat Book 98, Pages 77 through 91, of the Public Records of Pasco County, Florida; thence along the North boundary thereof the following fifteen (15) courses: 1) N.89°43'30"W., a distance of 1187.20 feet; 2) N.78°58'17"W., a distance of 110.00 feet; 3) N.11°21'57"E., a distance of 9.59 feet; 4) N.78°17'50"W., a distance of 70.00 feet; 5) S.11°21'09"W., a distance of 10.82 feet; 6) Southwesterly, 22.73 feet along the arc of a non-tangent curve to the right having a radius of 15.00 feet and a central angle of 86°48'55" (chord bearing S.54°24'36"W., 20.62 feet); 7) N.82°10'57"W., a distance of 55.08 feet; 8) Westerly, 133.04 feet along the arc of a tangent curve to the right having a radius of 465.00 feet and a central angle of 16°23'32" (chord bearing N.73°59'11"W., 132.58 feet); 9) N.65°47'25"W., a distance of 98.94 feet; 10) Northerly, 23.56 feet along the arc of a tangent curve to the right having a radius of 15.00 feet and a central angle of 90°00'00" (chord bearing N.20°47'25"W., 21.21 feet); 11) N.65°47'25"W., a distance of 85.00 feet; 12) S.24°12'35"W., a distance of 560.52 feet; 13) N.65°47'25"W., a distance of 115.13 feet; 14) Westerly, 62.93 feet along the arc of a tangent curve to the left having a radius of 245.00 feet and a central angle of 14°43'01" (chord bearing N.73°08'55"W., 62.76 feet); 15) N.80°30'26"W., a distance of 303.35 feet to the Northwest corner of said DEL WEBB RIVER RESERVE PHASES IA & IB, said corner also being a point on the East maintained right-of-way line of SHADY HILLS ROAD, according to Map Book 3, Pages 374 through 380, inclusive, of the Public Records of Pasco County, Florida; thence along said East maintained right-of-way the following fifteen (15) courses: 1) Northerly, 241.00 feet along the arc of a non-tangent curve to the right having a radius of 545.00 feet and a central angle of 25°20'12" (chord bearing N.16°08'41"E., 239.05 feet); 2) N.28°48'47"E., a distance of 468.71 feet; 3) Northerly, 293.30 feet along the arc of a non-tangent curve to the left having a radius of 521.91 feet and a central angle of 32°11'54" (chord bearing N.12°57'58"E., 289.45 feet); 4) N.02°51'56"W., a distance of 107.45 feet; 5) N.05°13'22"W., a distance of 69.92 feet; 6) N.07°39'37"W., a distance of 137.11 feet; 7) N.16°36'26"W., a distance of 119.75 feet; 8) N.08°59'52"W., a distance of 17.99 feet; 9) Northerly, 534.98 feet along the arc of a non-tangent curve to the right having a radius of 3170.00 feet and a central angle of 09°40'10" (chord bearing N.09°09'01"W., 534.35 feet); 10) N.11°59'11"W., a distance of 51.57 feet; 11) N.00°10'33"E., a distance of 423.88 feet; 12) N.00°57'45"E., a distance of 435.15 feet; 13) N.04°07'28"W., a distance of 33.06 feet; 14) N.01°19'47"E., a distance of 148.82 feet; 15) N.00°32'41"E., a distance of 244.36 feet to a point on the South boundary of the Northeast 1/4 of said Section 30; thence along said South boundary, S.89°46'19"E., a distance of 2217.27 feet to the East 1/4 corner of aforesaid Section 30; thence along the East boundary of the Southeast 1/4 thereof, S.00°13'51"E., a distance of 2646.54 feet to the **POINT OF BEGINNING**.

Containing 153.278 acres, more or less.

SURVEYOR'S NOTES:

- 1) Bearings shown hereon are based on the East boundary of the Southeast 1/4 of Section 30, Township 24 South, Range 18 East, Pasco County, Florida, having a Grid bearing of S.00°13'51"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.
- 2) I do hereby certify that this sketch & description was made under my supervision and meets the standards of practice set forth by the Florida Board of Professional Surveyors & Mappers stated in rules 5J-17.051, 5J-17.052, and 5J-17-053, Florida administrative code, pursuant to Section 472.027, Florida statutes.
- 3) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
- 4) See Sheet 2 for Sketch.
- 5) See Sheet 3 for line and curve tables.

 Digitally signed by Charles Arnett Date: 2025.07.22 14:18:29 -04'00'	JOB: Del Webb River Reserve Phase II DRAWN: NIMV DATE: 07/22/25 CHECKED: CRF Prepared For: Pulte Group	www.GeoPoint.org Licensed Business No.: LB 7768															
	Revisions																
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">DATE</th> <th style="width: 60%;">DESCRIPTION</th> <th style="width: 25%;">DRAWN</th> </tr> </thead> <tbody> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> </tbody> </table>	DATE	DESCRIPTION	DRAWN	---	---	---	---	---	---	---	---	---	---	---	---	
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Charles M. Arnett LS6884	 211 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Fax: (813) 248-2266																
FILE PATH: P:\GREENFIELD (DW RIVER RESERVE)\DESCRIPTIONS\DEL WEBB RIVER RESERVE PH2-06.DWG LAST SAVED BY: NAYARAW																	
01 of 03																	

LEGEND

ORB ----- Official Records Book
 R/W ----- Right of Way
 PID ----- Parcel Identification

Exhibit A
 (Not A Survey)

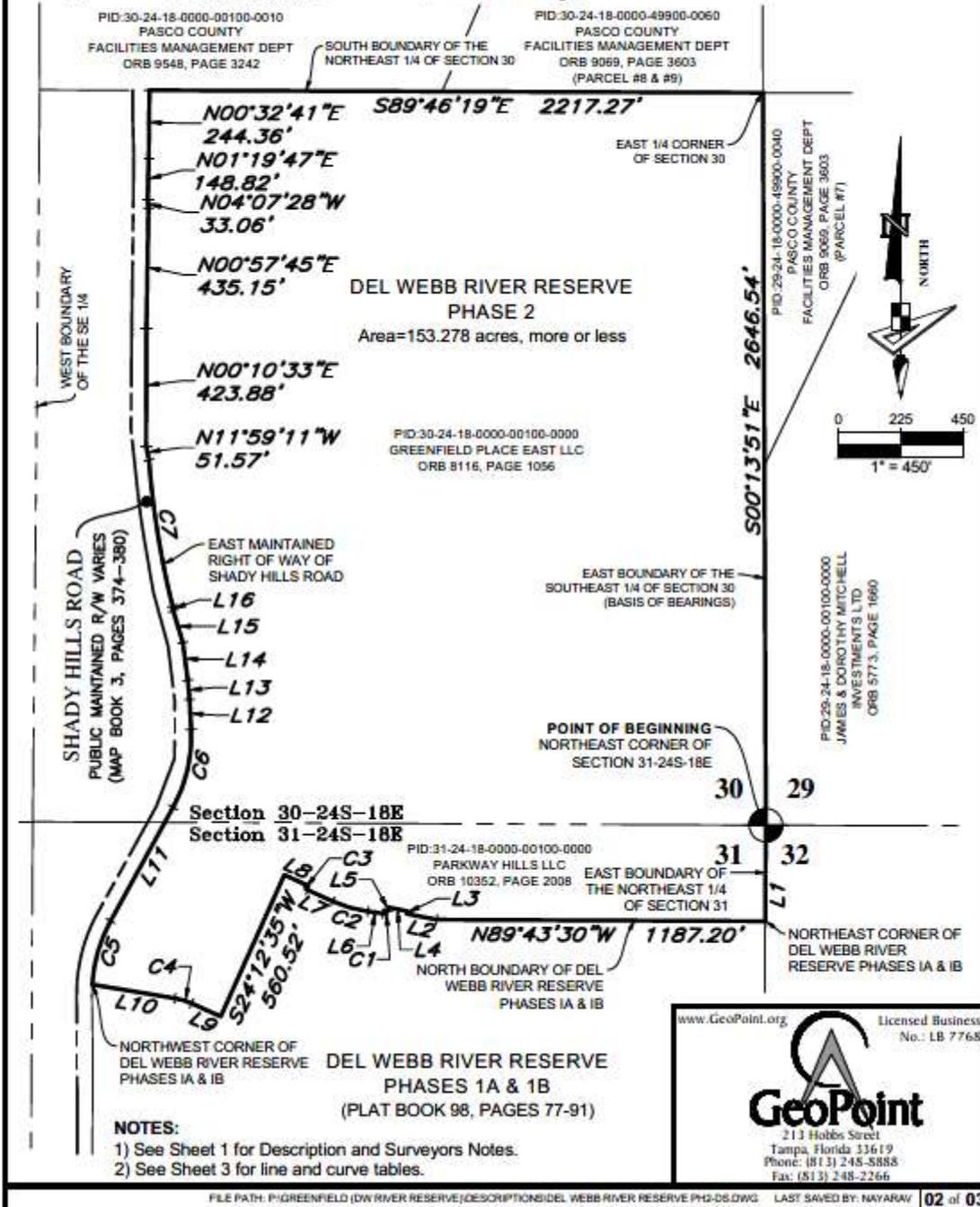


Exhibit A (Not A Survey)

Curve Data Table

No.	Radius	Arc	Central Angle	Chord Bearing	Chord
C1	15.00'	22.73'	86°48'55"	S54°24'36"W	20.62'
C2	465.00'	133.04'	16°23'32"	N73°59'11"W	132.58'
C3	15.00'	23.56'	90°00'00"	N20°47'25"W	21.21'
C4	245.00'	62.93'	14°43'01"	N73°08'55"W	62.76'
C5	545.00'	241.00'	25°20'12"	N16°08'41"E	239.05'
C6	521.91'	293.30'	32°11'54"	N12°57'58"E	289.45'
C7	3170.00'	534.98'	9°40'10"	N09°09'01"W	534.35'

Line Data Table

No.	Bearing	Length
L1	S00°23'38"W	346.73'
L2	N78°58'17"W	110.00'
L3	N11°21'57"E	9.59'
L4	N78°17'50"W	70.00'
L5	S11°21'09"W	10.82'
L6	N82°10'57"W	55.08'
L7	N65°47'25"W	98.94'
L8	N65°47'25"W	85.00'
L9	N65°47'25"W	115.13'
L10	N80°30'26"W	303.35'
L11	N28°48'47"E	468.71'
L12	N02°51'56"W	107.45'
L13	N05°13'22"W	69.92'
L14	N07°39'37"W	137.11'
L15	N16°36'26"W	119.75'
L16	N08°59'52"W	17.99'

NOTES:

- 1) See Sheet 1 for Description and Surveyors Notes.
- 2) See Sheet 2 for Sketch.

www.GeoPoint.org Licensed Business
No.: LB 7768



211 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Fax: (813) 248-2266

**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

3A

BOUNDARY AMENDMENT FUNDING AGREEMENT

This Agreement (“Agreement”) is made and entered into as of ____ day of _____ 202__, by and between:

Del Webb River Reserve Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida (hereinafter “**District**”), and

Pulte Home Company, LLC, a Michigan limited liability company, and the primary developer of lands within the District (“**Developer**”) with a mailing address of 2662 South Falkenburg Road, Riverview, Florida 33578.

RECITALS

WHEREAS, the District is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “**Act**”), by Ordinance No. 24-51 (the “**Ordinance**”), adopted by the Board of County Commissioners of Pasco County, Florida (“**County**”), for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of 276.926 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries to add approximately 153.278 acres, more or less (“**Boundary Amendment**”); and

WHEREAS, the District has authorized the Boundary Amendment, and, in consideration, Developer has agreed to fund all managerial, engineering, legal and other fees and costs and filing fees that the District incurs in connection with the Boundary Amendment (“**Amendment Expenses**”); and

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

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

1. PROVISION OF FUNDS. The Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the Boundary Amendment and to provide such monies as are necessary to fund the Amendment Expenses (“**Funds**”). The Developer will make such Funds available on a monthly basis, within thirty (30) days of a written request by the District. The District financial manager shall require consultants to provide invoices for the Amendment Expenses separate from other services provided to the District.

2. DISTRICT USE OF FUNDS. The District agrees to use the Funds solely for the Amendment Expenses. The District agrees to use its good faith best efforts to proceed in an expeditious manner with the prosecution of the procedural requirements detailed in the Act, to affect the Boundary Amendment. The District shall not have any obligation to reimburse or repay the Developer for Funds made available to the District under this Agreement.

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

4. ENFORCEMENT OF AGREEMENT. In the event that either party 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.

5. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. 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 District: Del Webb River Reserve Community Development
District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

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

B. If to Developer: Pulte Home Company, LLC
2662 South Falkenburg Road
Riverview, Florida 33578
Attn: Ray Aponte

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth in this Agreement.

9. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

10. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that for purposes of venue, any litigation arising out of this Agreement shall be brought in a court of appropriate jurisdiction, in and for Pasco County, Florida.

12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

13. TERMINATION. Either party may terminate this Agreement upon a breach by the other party, notice of which breach shall be provided to all parties at the addresses noted above, and only after the breaching party is provided fifteen (15) calendar day's period to cure said breach.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

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

16. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability beyond those contained in Section 768.28, *Florida Statutes*, or other statutes or law.

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

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

[REMAINDER OF PAGE LEFT BLANK]

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

Attest:

**Del Webb River Reserve Community
Development District**

Secretary/Assistant Secretary

By: _____
Its: _____

Pulte Home Company, LLC,
a Michigan limited liability company

Witness

By: _____
Its: _____

DEL WEBB RIVER RESERVE

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB RIVER RESERVE COMMUNITY DEVELOPMENT DISTRICT EXTENDING THE TERMS OF OFFICE OF ALL CURRENT SUPERVISORS TO COINCIDE WITH THE GENERAL ELECTION PURSUANT TO SECTION 190.006, *FLORIDA STATUTES*; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the current members of the Board of Supervisors (“Board”) were elected by the landowners within the District based on a one acre/one vote basis; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the Board to adopt a resolution extending or reducing the terms of office of Board members to coincide with the general election in November; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution extending the terms of office of all current Supervisors of the District.

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

SECTION 1. The following terms of office are hereby extended to coincide with the general election to be held in November of 2028:

- Seat # 3 (currently held by Melisa Sgro)
- Seat # 4 (currently held by Blake Glass)
- Seat # 5 (currently held by Alex Malecki)

The following terms of office are hereby extended to coincide with the general election to be held in November of 2030:

- Seat # 1 (currently held by Brady Lefere)
- Seat # 2 (currently held by Ray Aponte)

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

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

PASSED AND ADOPTED this 5th day of March, 2026.

ATTEST:

**DEL WEBB RIVER RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

DEL WEBB RIVER RESERVE

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2026-03

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE DEL WEBB RIVER RESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s local records office shall be located as follows:

LOCATION:

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:

DEL WEBB RIVER RESERVE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

DEL WEBB RIVER RESERVE

COMMUNITY DEVELOPMENT DISTRICT

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**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

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**DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025**

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No Not Applicable

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No Not Applicable

District established in December 2024 and website will be available within 12 months of establishment

2. INFRASTRUCTURE AND FACILITIES MAINTENANCE

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No Not Applicable

3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by

June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No Not Applicable

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No Not Applicable

See 1.3

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual

audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No Not Applicable

District was established in FY25 therefore FY24 Audit is not applicable.

Karolm Swt
District Manager

Kirsten Swt
Print Name

2/5/25
Date


Chair/Vice Chair, Board of Supervisors

Bryan Letan
Print Name

02/05/25
Date

**DEL WEBB RIVER RESERVE COMMUNITY DEVELOPMENT DISTRICT
PUBLIC FACILITIES REPORT / FY 2025 ANNUAL INSPECTION REPORT**

I. PURPOSE AND SCOPE

This report is provided at the request of the Del Webb River Reserve Community Development District (the “District”) to comply with the requirement of Section 189.08, *Florida Statutes*, regarding the Special District Public Facilities Report, the requirement (if any) under the District’s applicable trust indenture(s) regarding annual inspections, and the requirement (if any) in the District’s Goals and Objectives adopted in accordance with Section 189.0694, *Florida Statutes*.

II. PUBLIC FACILITIES

The District currently owns, operates or maintains certain of the public improvements comprising a portion of the District’s “**Capital Improvement Plan**,” as described in the District’s *Master Engineer’s Report for the Del Webb River Reserve Community Development District* dated January 2025 (the “**Engineer’s Report**”), a copy of which is attached hereto as **Exhibit A**. The public improvements are located within the District (or adjacent thereto) and are intended to have the capacity necessary to provide services to the planned units listed in the Engineer’s Report.

III. PROPOSED EXPANSIONS (7 YEAR HORIZON)

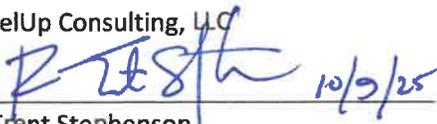
The District plans to expand its boundaries within the next seven years to coincide with future phases of development within the District and attached hereto as **Exhibit B** is a description of the land intended to be added to the District’s boundaries (“**Future Expansion Area**”). The public improvements and community facilities within the Future Expansion Area are currently reflected in the District’s Capital Improvement Plan and Engineer’s Report. The District may construct or acquire components of the Capital Improvement Plan within the Future Expansion Area.

IV. REPLACEMENT OF FACILITIES (10 YEAR HORIZON)

The District does not propose to replace any public facilities within the next 10 years.

V. CONSULTING ENGINEER’S ANNUAL INSPECTION REPORT

The Consulting Engineer conducted an annual inspection of the portions of the Project owned by the District for Fiscal Year 2025 and has found them to be in good repair and working order. Further, no open maintenance items were identified in the annual inspection. The District Manager should reach out to the District’s insurance carrier to address appropriate coverage for District owned improvements.

LevelUp Consulting, LLC

R. Trent Stephenson
Florida License #59514
Address: 505 E Jackson Street, Suite 200
Tampa, Florida 33602

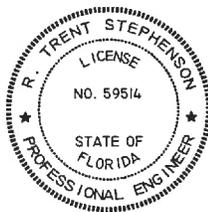


Exhibit A
Engineer's Report

MASTER ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS
DEL WEBB RIVER RESERVE COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:



LevelUp Consulting, LLC
505 E Jackson St, Suite 200
Tampa, FL 33602

JANUARY 2025

DEL WEBB RIVER RESERVE COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan ("CIP") and estimated costs of the CIP, for the Del Webb River Reserve Community Development District ("District").

2. GENERAL SITE DESCRIPTION

The site is generally located northeast of the intersection between Shady Hills Road and Lyceum Way. The District consists of approximately 276.92 acres of land and is located entirely within Pasco County, Florida. However, the boundaries of the District may be expanded to include an additional approximately 153.28 acres ("Future Expansion Parcels") through a boundary amendment petition to be presented to the Pasco County Board of County Commissioners. Following such expansion, the total acreage of the District would be approximately 430.2 acres.

The District is located within a planned residential development project referred to as River Reserve ("Development") which is being developed by Pulte Home Company, LLC ("Developer"). The Development is expected to be developed in two (2) phases. Phase 1 of the Development is located with the current boundaries of the District, and phase 2 of the Development is located within the Future Expansion Parcels.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the entire Development. The CIP is necessary for the development of the Development. The following charts shows the planned product types and land uses for the Development:

PRODUCT TYPES*

Product Type	Phase 1A	Phase 1B	Phase 2	TOTAL
40'	54	34	83	171
50'	105	70	169	344
65'	51	41	86	178
TOTAL	210	145	338	693

* Based on current plans and market conditions which are subject to change.

PROPOSED LAND USES

Description	Approximate Area		
	Phase 1	Phase 2	Total
Residential Areas	54.11 Ac	48.84 Ac	102.95 Ac
All Other Areas – Right-of-way, Recreation, Open Space, Water Management Facility, Lakes, Drainage	222.81 Ac	104.44 Ac	327.25 Ac
Total	276.92 Ac	153.28 Ac	430.2 Ac

The public infrastructure for the Development is as follows:

Roadway Improvements

The Developer intends to finance the subdivision roads within the District, gate them, and turn them over to a homeowners association (“HOA”) for ownership, operation and maintenance. Generally, all roads will be 2-lane un-divided roads with periodic roundabouts. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. Sidewalks will also be turned over to the HOA for ownership, operation and maintenance. All roads will be designed in accordance with County standards.

Because the roads will be gated, the internal roadways are not included within the CIP. However, the District will still finance certain offsite roadway improvements (see “Off-Site Improvements” below).

Stormwater Management System

The District intends to construct or acquire the stormwater management system for the Development, and such costs are included in the District’s CIP. The stormwater collection and outfall system are a combination of roadway curbs, curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the criteria established by the SWFWMD and the County for stormwater/floodplain management systems. The District will own, operate, and maintain the stormwater system, except for the inlets and storm sewer systems within County right-of-way, which will be owned, operated, and maintained by the County (discussed further herein at “Off-site Improvements” section).

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of any grading of lots or the transportation of any fill to such lots.

Water, Wastewater and Reclaim Utilities

The District intends to construct or acquire water, wastewater and reclaim infrastructure, and such costs are included in the District’s CIP.

In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection. Service for the Development will be provided by connecting to the existing 10-inch water main along Shady Hills Road. The existing 10-inch water main runs north to south on the eastern side of Shady Hills Road.

Wastewater improvements for the project will include an onsite gravity collection system, onsite force main, which ties into the existing 8-inch force main along Shady Hills Road, and onsite lift stations.

Similarly, the reclaim water distribution system will be constructed to provide service for irrigation throughout the community. The reclaim service for the Development will be provided by connecting to the existing 36-inch reclaim main that runs east to west on a utility easement that crosses through the Development.

The water and reclaim distribution, and the wastewater collection systems for all phases will be constructed or acquired by the District and then dedicated to the county for ownership, operation and maintenance.

Hardscape, Landscape, and Irrigation

The project will require the construction and/or installation of landscaping, irrigation and hardscaping within common areas and rights-of-way and the perimeter of the Development.

The County has distinct design criteria requirements for planting and irrigation design. Therefore, this project will at a minimum meet those requirements, but in most cases exceed the requirements with enhancements for the benefit of the community.

Landscaping and hardscaping in the non-gated areas along the perimeter of the Development will be owned, maintain and funded by the District, and such costs are included in the District's CIP. All landscaping, irrigation and hardscaping in gated areas will be owned, maintained and funded by the Developer or the HOA for private common areas and internal roads. As such, these costs are not included in the District's CIP.

Streetlights / Undergrounding of Electrical Utility Lines

The Developer intends to lease street-lights through an agreement with a local utility provider (WREC) and will fund the street-lights through an annual operations and maintenance assessment. As such, street-lights are not included as part of the CIP. However, the District may fund the differential cost of undergrounding the electrical utilities lines as part of the CIP and such costs are included in the District's CIP.

Recreational Amenities

In conjunction with the construction of the Development, the Developer intends to construct an amenity center that may consist of a clubhouse, pool, sport courts, and community garden. These improvements will be funded by the Developer and turned over to the HOA for ownership, operation and maintenance. All such improvements are not included in the District's CIP. All such improvements are considered common elements for the benefit of the District landowners.

Environmental Conservation

There is no proposed onsite mitigation. The site only has mitigation for wetland impacts through a private mitigation bank. Such payments will not be part of the CIP.

Off-Site Improvements

Offsite improvements include improvements at Shady Hills Road with the addition of right and left turn lanes at each entrance, signing, stripping, sidewalks, stormwater improvements and extension of the reclaim main. The offsite improvements within County ROW will be constructed or acquired by the District and then dedicated to the County for ownership, operation and maintenance.

Professional Services

The CIP also includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, (iii) legal consulting and (iv) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

NOTE: In the event that impact fee credits are generated from any roadway, utilities or other improvements funded by the District, any such credits, if any, will be the subject of an acquisition agreement between the applicable developer and the District.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or are reasonably expected to be obtained in the ordinary course, including the following:

PERMITTING STATUS

Overall CIP/Phases	Agency	Permit Record Number	Approval Date/Status
MPUD	Pasco County	PDD23-7662	09/19/2023
Phase 1	Pasco County	RESSUB-2024-00083	10/02/2024
Phase 1	SWFWMD	875339	02/27/2024
Phase 1A	FDEP (Water)	1678-51CW14-107.02	05/29/2024
	FDEP (Wastewater)	1921-51CS14-107.02	05/29/2024
	FDEP (Reclaim)	1921-51RW14-107.02	09/03/2024
Phase 1B	FDEP (Water)	1679-51CW14-107.03	05/30/2024
	FDEP (Wastewater)	1922-51CS14-107.03	05/30/2024
	FDEP (Reclaim)	1922-51RW14-107.03	08/20/2024
Amenity	Pasco County	SITEPLN-2024-00106	12/11/2024
Amenity	SWFWMD	896206	12/24/2024
Phase 2	Pasco County	RESSUB-2024-00100	In Review

Phase 2	SWFWMD	903419	09/24/2024
Phase 2	FDEP (Water) FDEP (Wastewater) FDEP (Reclaim)	To be Filed	N/A

5. CIP COST ESTIMATE / MAINTENANCE RESPONSIBILITIES

The table below presents, among other things, a cost estimate for the CIP. It is our professional opinion that the costs set forth below are reasonable and consistent with market pricing.

Improvement	Phase 1 Estimated Cost	Phase 2 Estimated Cost	Total Estimated Costs	O&M Entity
Internal Roadways	\$0	\$0	\$0	HOA
Earthwork (Excluding Lots)	\$2,257,701.44	\$ 2,000,000.00	\$4,257,701.44	CDD
Stormwater Management	\$2,539,995.00	\$2,000,000.00	\$4,539,995.00	CDD
Utilities (Water, Sewer, Reclaim)	\$4,421,894.00	\$3,440,000.00	\$7,861,894.00	County
Offsite Improvements	\$1,517,375.65	\$450,000.00	\$1,967,375.65	County
Conservation	N/A	N/A	N/A	CDD
Differential Cost of Undergrounding Electric Utilities	\$727,593.00	\$692,750.52	\$1,420,343.52	CDD
Public Area Landscape and Hardscape	\$2,273,700.00	\$1,515,800.00	\$3,789,500.00	CDD
Professional Services	\$750,000.00	\$750,000.00	\$1,500,000.00	N/A
Contingency	\$2,173,238.86	\$1,627,282.58	\$3,800,521.44	As above
TOTAL	\$16,661,497.95	\$12,475,833.10	\$29,137,331.05	

- a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- b. The Developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
- c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost of the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

Also, the CIP will constitute a system of improvements that will provide benefits, both general, and special and peculiar, to all lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enables properties within its boundaries to be developed.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

Brandon Wilson, P.E.
FL License No. 79423

[Date]

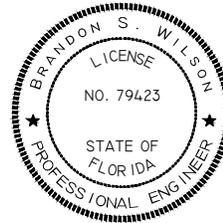


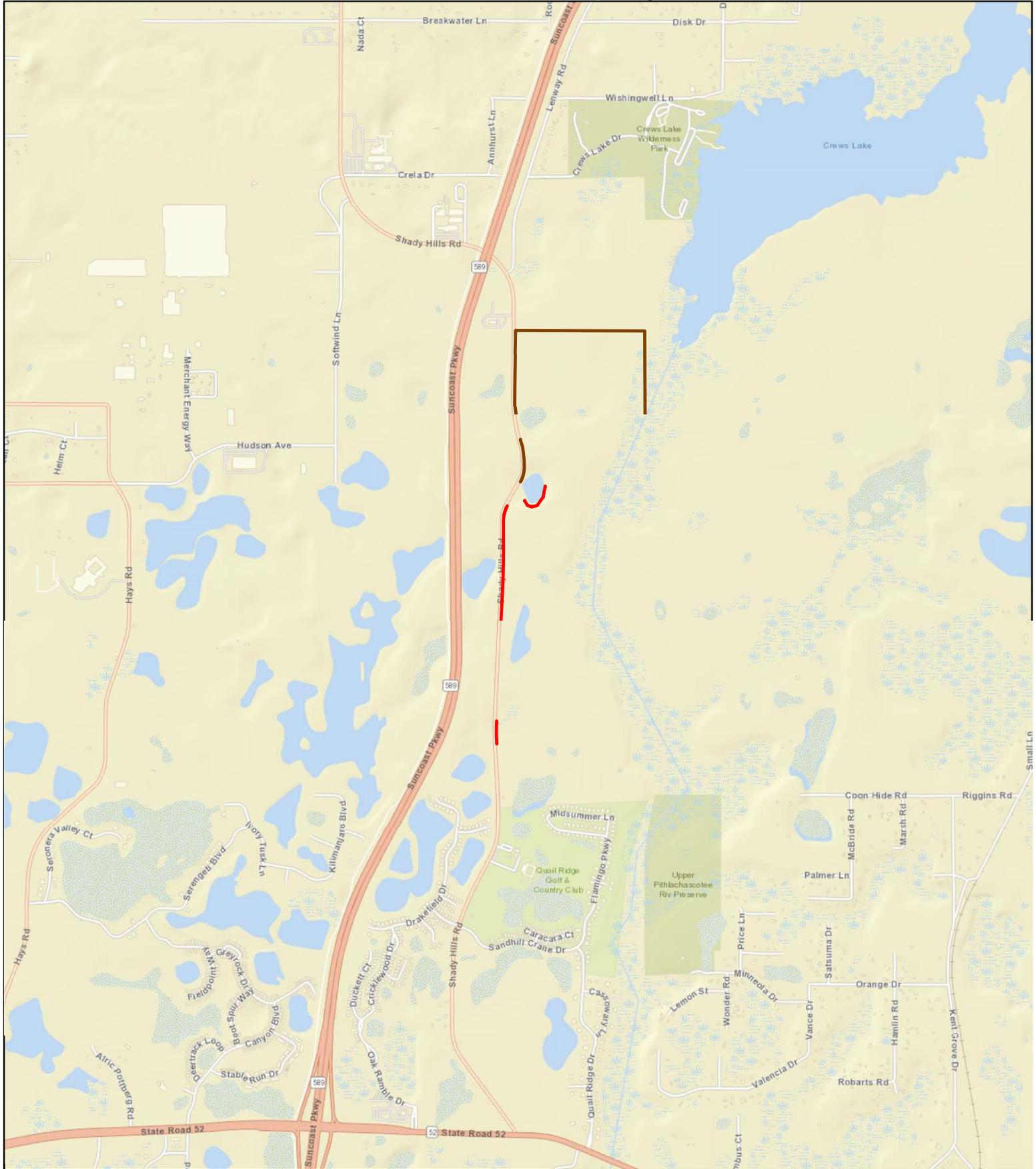
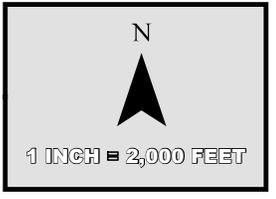
Exhibit B
Future Expansion Areas



Del Webb River Reserve Phase 1

Location Map

CLIENT: Pulte Home Company, LLC



Parkway Hills LLC Parcel:

A parcel of land lying in Section 31, Township 24 South, Range 18 East, Pasco County, Florida, and being more particularly described as follows:

BEGIN at the Northeast corner of said Section 31; run thence along the East boundary of the Northeast 1/4 of Section 31, S.00°23'38"W., a distance of 346.73 feet; thence N.89°43'30"W., a distance of 1187.20 feet; thence N.78°58'17"W., a distance of 110.00 feet; thence Northerly, 9.59 feet along the arc of a non-tangent curve to the right having a radius of 815.00 feet and a central angle of 00°40'27" (chord bearing N.11°21'57"E., 9.59 feet); thence N.78°17'50"W., a distance of 70.00 feet; thence Southerly, 10.82 feet along the arc of a non-tangent curve to the left having a radius of 885.00 feet and a central angle of 00°42'02" (chord bearing S.11°21'09"W., 10.82 feet); thence Southwesterly, 22.73 feet along the arc of a reverse curve to the right having a radius of 15.00 feet and a central angle of 86°48'55" (chord bearing S.54°24'36"W., 20.62 feet); thence N.82°10'57"W., a distance of 55.08 feet; thence Westerly, 133.04 feet along the arc of a tangent curve to the right having a radius of 465.00 feet and a central angle of 16°23'32" (chord bearing N.73°59'11"W., 132.58 feet); thence N.65°47'25"W., a distance of 98.94 feet; thence Northerly, 23.56 feet along the arc of a tangent curve to the right having a radius of 15.00 feet and a central angle of 90°00'00" (chord bearing N.20°47'25"W., 21.21 feet); thence N.65°47'25"W., a distance of 85.00 feet; thence S.24°12'35"W., a distance of 560.52 feet; thence N.65°47'25"W., a distance of 115.13 feet; thence Westerly, 62.93 feet along the arc of a tangent curve to the left having a radius of 245.00 feet and a central angle of 14°43'01" (chord bearing N.73°08'55"W., 62.76 feet); thence N.80°30'26"W., a distance of 303.35 feet; thence Northerly, 241.00 feet along the arc of a non-tangent curve to the right having a radius of 545.00 feet and a central angle of 25°20'12" (chord bearing N.16°08'41"E., 239.05 feet); thence N.28°48'47"E., a distance of 406.59 feet to the North boundary of the Northeast 1/4 of said Section 31; thence along said North boundary, S.89°43'30"E., a distance of 2172.10 feet to the **POINT OF BEGINNING**.

Containing 20.736 acres, more or less.

Greenfield Place East LLC Parcel:

A parcel of land lying in Section 30, Township 24 South, Range 18 East, Pasco County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of said Section 30; run thence along the Southerly boundary thereof, N.89°43'30"W., a distance of 2172.10 feet to a point on the Easterly maintained right-of-way line of SHADY HILLS ROAD, according to Map Book 3, Pages 374 through 380, inclusive, of the Public Records of Pasco County, Florida; thence along said Easterly maintained right-of-way the following fourteen (14) courses: 1) N.28°48'47"E., a distance of 62.12 feet; 2) Northerly, 293.30 feet along the arc of a non-tangent curve to the left having a radius of 521.91 feet and a central angle of 32°11'54" (chord bearing N.12°57'58"E., 289.45 feet); 3) N.02°51'56"W., a distance of 107.45 feet; 4) N.05°13'22"W., a distance of 69.92 feet; 5) N.07°39'37"W., a distance of 137.11 feet; 6) N.16°36'26"W., a distance of 119.75 feet; 7) N.08°59'52"W., a distance of 17.99 feet; 8) Northerly, 534.98 feet along the arc of a non-tangent curve to the right having a radius of 3170.00 feet and a central angle of 09°40'10" (chord bearing N.09°09'01"W., 534.35 feet); 9) N.11°59'11"W., a distance of 51.57 feet; 10) N.00°10'33"E., a distance of 423.88 feet; 11) N.00°57'45"E., a distance of 435.15 feet; 12) N.04°07'28"W., a distance of 33.06 feet; 13) N.01°19'47"E., a distance of 148.82 feet; 14) N.00°32'41"E., a distance of 244.36 feet to a point on the Northerly boundary of the Southeast 1/4 of said Section 30; thence along said Northerly boundary S.89°46'19"E., a distance of 2217.27 feet to the East 1/4 corner thereof; thence along the Easterly boundary of aforesaid Southeast 1/4 of Section 30, S.00°13'51"E., a distance of 2646.54 feet to the **POINT OF BEGINNING**.

Containing 132.542 acres, more or less.

**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

6B

**DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026**

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No Not Applicable

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No Not Applicable

2. INFRASTRUCTURE AND FACILITIES MAINTENANCE

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No Not Applicable

3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No Not Applicable

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No Not Applicable

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No Not Applicable

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS**

**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS A**

**DEL WEBB RIVER RESERVE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 DEFICIT FUNDING AGREEMENT**

This Agreement (“**Agreement**”) is made and entered into this 7th day of August 2025, by and between:

Del Webb River Reserve Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

Pulte Home Company, LLC, a Michigan limited liability company, and the developer of the lands in the District (“**Developer**”) with a mailing address of 2662 South Falkenburg Road, Riverview, Florida 33578.

RECITALS

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

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently is developing the majority of all real property (“**Property**”) within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2025/2026, which year begins on October 1, 2025, and concludes on September 30, 2026; and

WHEREAS, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2025/2026 budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying additional assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect additional non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

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

1. **FUNDING.** The Developer agrees to make available to the District the monies (“**Funding Obligation**”) necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer’s consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund budget in the event that actual expenses are less than the projected total general fund budget set forth in **Exhibit A**. The funds shall be placed in the District’s general checking account. These payments are made by the Developer in lieu of taxes, fees, or additional assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District’s right to levy additional assessments in the event of a funding deficit.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

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

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

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of

the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. **CONTROLLING LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Pasco County, Florida.

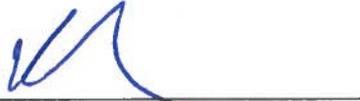
9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision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

10. **EFFECTIVE DATE.** The Agreement shall be effective as of October 1, 2025.

[SIGNATURES ON NEXT PAGE]

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

**DEL WEBB RIVER RESERVE COMMUNITY
DEVELOPMENT DISTRICT**



Chair/Vice Chair, Board of Supervisors

PULTE HOME COMPANY, LLC



By: Jeffrey Dawson
Its: Vice President - Land Development

Exhibit A: Fiscal Year 2025/2026 General Fund Budget

**DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT DISTRICT
ADOPTED BUDGET
FISCAL YEAR 2026**

**DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT DISTRICT
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**DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Adopted Budget FY 2026
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 126,443
Allowable discounts (4%)	-				(5,058)
Assessment levy: on-roll - net	-	-	-	-	121,385
Landowner contribution	69,198	-	69,198	69,198	111,961
Total revenues	<u>69,198</u>	<u>-</u>	<u>69,198</u>	<u>69,198</u>	<u>233,346</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	24,000	2,000	22,000	24,000	48,000
Legal	25,000	-	25,000	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit*	-	-	-	-	5,500
Arbitrage rebate calculation*	-	-	-	-	500
Dissemination agent*	667	-	667	667	2,000
EMMA software service*	-	-	-	-	2,500
Trustee*	-	-	-	-	5,500
Telephone	133	16	117	133	133
Postage	500	-	500	500	500
Printing & binding	333	42	291	333	333
Legal advertising	7,500	-	7,500	7,500	2,000
Annual special district fee	175	-	175	175	175
Insurance	5,500	-	5,500	5,500	5,700
Meeting room rental	-	-	-	-	2,000
Contingencies/bank charges	1,500	-	1,500	1,500	1,500
Tax Collector	-	-	-	-	3,793
Website hosting & maintenance	1,680	-	1,680	1,680	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	<u>69,198</u>	<u>2,058</u>	<u>67,140</u>	<u>69,198</u>	<u>108,049</u>
Field operations					
Pond mowing	-	-	-	-	60,297
Pond maintenance	-	-	-	-	18,000
Wetland/mitigation monitoring & maint.	-	-	-	-	20,000
General repairs/supplies	-	-	-	-	10,000
Fountain repairs	-	-	-	-	5,000
Utilities					
Common area electric (fountain)	-	-	-	-	12,000
Total field operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>125,297</u>
Total expenditures	<u>69,198</u>	<u>2,058</u>	<u>67,140</u>	<u>69,198</u>	<u>233,346</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(2,058)	2,058	-	-
Fund balance - beginning (unaudited)	-	-	(2,058)	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (2,058)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

*These items will be realized when bonds are issued

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	48,000
<p>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.</p>	
Legal	25,000
<p>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.</p>	
Engineering	2,000
<p>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.</p>	
Audit	5,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	2,000
<p>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.</p>	
EMMA software service*	2,500
Trustee*	5,500
Telephone	133
Postage	500
<p>Telephone and fax machine.</p>	
Printing & binding	333
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Legal advertising	2,000
<p>Letterhead, envelopes, copies, agenda packages</p>	
Annual special district fee	175
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Insurance	5,700
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Meeting room rental	2,000
Contingencies/bank charges	1,500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated</p>	
Tax Collector	3,793
Website hosting & maintenance	705
Website ADA compliance	210
Pond maintenance	
Pond mowing	60,297
<p>Pond maintenance</p>	
<p>Wetland/mitigation monitoring & maint.</p>	
<p>General repairs/supplies</p>	
<p>Fountain repairs</p>	
Utilities	
Common area electric (fountain)	12,000
Total field operations	<u>125,297</u>
Total expenditures	<u>\$ 233,346</u>

**DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2025
FISCAL YEAR 2026**

	Fiscal Year 2025				Adopted Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected Revenue & Expenditures	
REVENUES					
Assessment levy: on-roll	\$ -				\$ 490,498
Allowable discounts (4%)	-				(19,620)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	470,878
Total revenues	-	-	-	-	470,878
EXPENDITURES					
Debt service					
Principal	-	-	-	-	95,000
Interest	-	-	-	-	323,235
Tax collector	-	-	-	-	14,715
Underwriter's discount	-	-	130,100	130,100	-
Cost of issuance	-	-	209,525	209,525	-
Total expenditures	-	-	339,625	339,625	432,950
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(339,625)	(339,625)	37,928
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	-	630,094	630,094	-
Original issue discount	-	-	(34,447)	(34,447)	-
Total other financing sources/(uses)	-	-	595,647	595,647	-
Net increase/(decrease) in fund balance	-	-	256,022	256,022	37,928
Fund balance:					
Beginning fund balance (unaudited)	-	-	-	-	256,022
Ending fund balance (projected)	\$ -	\$ -	\$ 256,022	\$ 256,022	293,950
Use of fund balance:					
Debt service reserve account balance (required)					(114,041)
Interest expense - November 1, 2026					(179,175)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 734

**DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2025 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			141,981.61	141,981.61	6,505,000.00
05/01/26	95,000.00	4.375%	181,253.13	276,253.13	6,410,000.00
11/01/26			179,175.00	179,175.00	6,410,000.00
05/01/27	100,000.00	4.375%	179,175.00	279,175.00	6,310,000.00
11/01/27			176,987.50	176,987.50	6,310,000.00
05/01/28	100,000.00	4.375%	176,987.50	276,987.50	6,210,000.00
11/01/28			174,800.00	174,800.00	6,210,000.00
05/01/29	105,000.00	4.375%	174,800.00	279,800.00	6,105,000.00
11/01/29			172,503.13	172,503.13	6,105,000.00
05/01/30	110,000.00	4.375%	172,503.13	282,503.13	5,995,000.00
11/01/30			170,096.88	170,096.88	5,995,000.00
05/01/31	115,000.00	4.750%	170,096.88	285,096.88	5,880,000.00
11/01/31			167,365.63	167,365.63	5,880,000.00
05/01/32	120,000.00	4.750%	167,365.63	287,365.63	5,760,000.00
11/01/32			164,515.63	164,515.63	5,760,000.00
05/01/33	130,000.00	4.750%	164,515.63	294,515.63	5,630,000.00
11/01/33			161,428.13	161,428.13	5,630,000.00
05/01/34	135,000.00	4.750%	161,428.13	296,428.13	5,495,000.00
11/01/34			158,221.88	158,221.88	5,495,000.00
05/01/35	140,000.00	4.750%	158,221.88	298,221.88	5,355,000.00
11/01/35			154,896.88	154,896.88	5,355,000.00
05/01/36	150,000.00	5.625%	154,896.88	304,896.88	5,205,000.00
11/01/36			150,678.13	150,678.13	5,205,000.00
05/01/37	155,000.00	5.625%	150,678.13	305,678.13	5,050,000.00
11/01/37			146,318.75	146,318.75	5,050,000.00
05/01/38	165,000.00	5.625%	146,318.75	311,318.75	4,885,000.00
11/01/38			141,678.13	141,678.13	4,885,000.00
05/01/39	175,000.00	5.625%	141,678.13	316,678.13	4,710,000.00
11/01/39			136,756.25	136,756.25	4,710,000.00
05/01/40	185,000.00	5.625%	136,756.25	321,756.25	4,525,000.00
11/01/40			131,553.13	131,553.13	4,525,000.00
05/01/41	195,000.00	5.625%	131,553.13	326,553.13	4,330,000.00
11/01/41			126,068.75	126,068.75	4,330,000.00
05/01/42	205,000.00	5.625%	126,068.75	331,068.75	4,125,000.00
11/01/42			120,303.13	120,303.13	4,125,000.00
05/01/43	220,000.00	5.625%	120,303.13	340,303.13	3,905,000.00
11/01/43			114,115.63	114,115.63	3,905,000.00
05/01/44	230,000.00	5.625%	114,115.63	344,115.63	3,675,000.00
11/01/44			107,646.88	107,646.88	3,675,000.00
05/01/45	245,000.00	5.625%	107,646.88	352,646.88	3,430,000.00
11/01/45			100,756.25	100,756.25	3,430,000.00
05/01/46	260,000.00	5.875%	100,756.25	360,756.25	3,170,000.00
11/01/46			93,118.75	93,118.75	3,170,000.00
05/01/47	275,000.00	5.875%	93,118.75	368,118.75	2,895,000.00
11/01/47			85,040.63	85,040.63	2,895,000.00
05/01/48	290,000.00	5.875%	85,040.63	375,040.63	2,605,000.00
11/01/48			76,521.88	76,521.88	2,605,000.00
05/01/49	310,000.00	5.875%	76,521.88	386,521.88	2,295,000.00
11/01/49			67,415.63	67,415.63	2,295,000.00
05/01/50	330,000.00	5.875%	67,415.63	397,415.63	1,965,000.00
11/01/50			57,721.88	57,721.88	1,965,000.00
05/01/51	350,000.00	5.875%	57,721.88	407,721.88	1,615,000.00

**DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2025 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/51			47,440.63	47,440.63	1,615,000.00
05/01/52	370,000.00	5.875%	47,440.63	417,440.63	1,245,000.00
11/01/52			36,571.88	36,571.88	1,245,000.00
05/01/53	390,000.00	5.875%	36,571.88	426,571.88	855,000.00
11/01/53			25,115.63	25,115.63	855,000.00
05/01/54	415,000.00	5.875%	25,115.63	440,115.63	440,000.00
11/01/54			12,925.00	12,925.00	440,000.00
05/01/55	440,000.00	5.875%	12,925.00	452,925.00	-
11/01/55			-	-	-
Total	6,505,000.00		7,238,709.74	13,743,709.74	

**DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-Roll Assessments					
					FY 2025
		FY 2026 O&M Assessment	FY 2026 DS Assessment	FY 2026 Total Assessment	Total Assessment
Product/Parcel	Units	per Unit	per Unit	per Unit	per Unit
Single Family 40'	88	\$ 356.18	\$ 1,075.06	\$ 1,431.24	n/a
Single Family 50'	175	356.18	1,343.83	1,700.01	n/a
Single Family 65'	92	356.18	1,746.98	2,103.16	n/a
Total	355				

Landowner Contribution					
					FY 2025
		FY 2026 O&M Assessment	FY 2026 DS Assessment	FY 2026 Total Assessment	Total Assessment
Product/Parcel	Units	per Unit	per Unit	per Unit	per Unit
Single Family 40'	83	Dev. Contribution	\$ -	\$ -	n/a
Single Family 50'	169	Dev. Contribution	-	-	n/a
Single Family 65'	86	Dev. Contribution	-	-	n/a
Total	338				

**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS B**

LICENSE AGREEMENT BY AND BETWEEN THE DEL WEBB RIVER RESERVE COMMUNITY DEVELOPMENT DISTRICT AND DEL WEBB RIVER RESERVE COMMUNITY ASSOCIATION, INC. REGARDING LANDSCAPE AND HARDSCAPE MAINTENANCE

THIS LICENSE AGREEMENT (the “License Agreement”) is made and entered into this 22 day of September, 2025, by and between:

Del Webb River Reserve Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”), and

Del Webb River Reserve Community Association, Inc., a Florida not-for-profit corporation, with an address of 2662 S. Falkenburg Road, Riverview, Florida 33578 (the “Association”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, facilities and services within and without the boundaries of the District; and

WHEREAS, the Association has asked the District for a license to maintain certain landscape and hardscape improvements not including pond banks (“Improvements”) on the District’s property, for which the District is agreeable under the terms and conditions set forth herein; and

WHEREAS, the District agrees to grant the Association a non-exclusive license for access and use of property within the District for the purpose of maintaining the Improvements within the tracts specifically identified in **Exhibit A** attached hereto (the “Property”); and

WHEREAS, the District and the Association desire to set forth the terms of their mutual agreement regarding the access and use of the Property.

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

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

2. GRANT OF MAINTENANCE LICENSE. The District hereby grants to the Association a non-exclusive license (the “License”) to access, maintain, repair, and replace the Improvements on the Property.

3. CONDITIONS ON THE LICENSE. The License granted herein is subject to the following terms and conditions:

A. The District hereby grants the Association, its officers, employees, contractors and affiliates the limited right to access the District property for the purposes described in this License Agreement.

B. Association shall contractually require its contractors to use all due care to protect the property of the District, its residents and landowners from damage by the Association’s contractors. Association shall contractually require its contractors to repair any damage resulting from the activities and work of the Association’s contractors. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.

C. Association shall be solely responsible for any and all costs or fees associated with the routine maintenance of the Improvements.

D. The District reserves the right to remove the Improvements for any reason with no obligation to reinstall the Improvements.

E. Association’s use shall not interfere with the operation of the Property as a public improvement or as part of the District’s stormwater management system.

F. Association shall contractually require its contractors to coordinate with the District and it’s contractors regarding the maintenance of pond banks and the point at which the Improvements end (i.e., pond banks). By execution of this Agreement, Association acknowledges its understands that the District may hire other contractors to maintain the stormwater ponds and/or the pond banks and that coordination of services may be required.

4. EFFECTIVE DATE; TERM. This License Agreement shall become effective on the date first written above and shall continue in full force and effect until revoked or terminated pursuant to the terms of this License Agreement.

5. REVOCATION, SUSPENSION AND TERMINATION. The District and the Association acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District

exercises its right to suspend or revoke the License, the District shall provide Association written notice of the suspension or revocation, which notice shall be effective immediately upon receipt by Association. Both the District and Association may terminate this License Agreement upon ten (10) days' written notice. The provisions of Sections 8, 9, and 11, below, shall survive any revocation, suspension or termination of this License Agreement.

6. COMPENSATION. The Association shall maintain the Improvements at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this License Agreement.

7. COMPLIANCE WITH LAWS, RULES AND POLICIES. Association shall comply at all times with relevant statutes and regulations governing the maintenance of the Improvements and shall, upon request of the District, provide proof of such compliance.

8. CARE OF PROPERTY. Association agrees to use all due care to protect the property of the District, its patrons and guests from damage. Association shall assume responsibility for any and all damage to any real or personal property of the District, including its stormwater system, or any third parties as a result of the Association's activities under this License Agreement, including any damage caused by its authorized representatives or contractors. Association shall repair any damage resulting from its operations under this License Agreement within a reasonable time and shall use its best efforts to make such repairs within twenty-four (24) hours. Any such repairs shall be at Association's sole expense, unless otherwise agreed, in writing, by the District. The provisions of this Paragraph 8 shall survive the termination of this Agreement.

9. INDEMNIFICATION.

A. Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. To the fullest extent permitted by law, the Association agrees to, indemnify, save and hold the District and its supervisors, officers, staff, employees, representatives, and agents ("District Indemnitees") harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations arising from the acts or omissions of the Association, its members, managers, agents, subcontractors or assigns in connection with the purposes of this License Agreement; however, this indemnity obligation shall not extend to acts of gross negligence or willful acts of District Indemnitees. Furthermore, the Association will contractually require its contractors to defend, indemnify, save and hold the District Indemnitees harmless from all

loss, damage or injury, including all judgments, liens, liabilities, debts and obligations arising from the acts or omissions of the Association's contractors, subcontractors or assigns in connection with the purposes of this License Agreement. For avoidance of doubt, indemnification obligation of the Association herein requires the Association to indemnify the District for any and all percentage of fault attributable to Association for in any claims arising hereunder (whether such claim is against the District, the Association or the District and Association as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Association further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

C. For purposes of this Section, "acts or omissions" on the part of the Association, and its members, managers, agents, assigns, contractors or subcontractors, includes, but is not limited to:

- i. Provision of the work in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency having jurisdiction, unless such permit, license, certification, consent, or other approval is first obtained;
- ii. Any claims resulting from personal injury and property damage.

D. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this License Agreement, at law, or in equity. The provisions of this Paragraph 9 shall survive the termination of this Agreement.

10. INSURANCE.

A. Association Insurance Requirement. The Association shall, at its own expense, maintain insurance during the term of this License Agreement, with limits of liability not less than the following: General Liability Bodily Injury (including contractual) \$1,000,000 (combined single limit) and General Liability Property Damage (including contractual) \$1,000,000 (combined single limit). The District and its supervisors, officers, staff, employees, representatives and agents shall be named as an additional insured. The Association 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. The Association's insurance shall remain in place throughout the term of this License Agreement.

B. Association's Contractor Insurance Requirement. Association shall require all contractors doing work within the Property to maintain insurance applicable to the work being done within the Property for the duration of the work with limits of liability not less than the following: General Liability Bodily Injury (including contractual) \$1,000,000 (combined single limit) and General Liability Property Damage (including contractual) \$1,000,000 (combined single limit) and name the District and its supervisors, officers, staff, employees, representatives and agents shall be named as an additional insured. Such contractor's 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. Association shall furnish District certificates evidencing coverage in advance of any contractor commencing any work within the Property. 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.

11. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this License Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this License Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law. The provisions of this Paragraph 11 shall survive the termination of this Agreement.

12. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this License Agreement by court proceedings or otherwise, then if successful, the District shall be entitled to recover from the Association all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs.

13. DEFAULT. A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this License Agreement.

15. AMENDMENT. Amendments to and waivers of the provisions contained in this License Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

16. ASSIGNMENT. Neither the District nor the Association may assign its rights, duties or obligations under this License Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

17. INDEPENDENT CONTRACTOR. In all matters relating to this License Agreement, Association shall act as an independent contractor. Neither Association nor any individual employed by Association in connection with the activities contemplated by this License Agreement, is an employee of the District under the meaning or application of any federal or state laws. Association agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees. Association shall have no authority to assume or create any obligation, express or implied, on behalf of the District and Association shall have no authority to represent the District as agent, employee or in any other capacity.

18. NOTICES. All notices, requests, consents, and other communications hereunder (the "Notices") shall be in writing and shall be delivered, mailed by overnight courier or First-Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Del Webb River Reserve
Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

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

B. If to the Association: Del Webb River Reserve
Community Association, Inc.
2662 S. Falkenburg Road
Riverview, Florida 33578
Attn: _____

Except as otherwise provided in this License 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 License 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 Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

19. INTERFERENCE BY THIRD PARTY. The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this License Agreement.

20. COMPLIANCE WITH PUBLIC RECORDS LAWS. Association understands and agrees that all documents of any kind provided to the District in connection with this License Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, Florida Statutes. Association 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, Association 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 Association 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 Association'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 Association, Association 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 ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

21. CONTROLLING LAW AND VENUE. This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of

Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Pasco County, Florida.

22. ARM'S LENGTH NEGOTIATION. This License Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this License Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this License Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

23. THIRD PARTY BENEFICIARIES. This License Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason of, to or for the benefit of, any third party not a formal party to this License Agreement. Nothing in this License Agreement expressed or implied is intended or shall be construed to confer upon any person or legal entity other than the parties hereto any right, remedy or claim under or by reason of this License Agreement or any of the provisions or conditions of this License Agreement; and all of the provisions, representations, covenants and conditions contained in this License Agreement shall inure to the sole benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.

24. AUTHORIZATION. The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this License Agreement.

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

26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this License Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.

27. COUNTERPARTS. This License 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**DEL WEBB RIVER RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

Kristen Suit

8D23CFF57A7B418...

Secretary / Assistant Secretary

Signed by:

Melisa Sgro

3123FE7559B14F4...

Chairperson/Vice Chairperson, Board of Supervisors

Witness

**DEL WEBB RIVER RESERVE COMMUNITY
ASSOCIATION, INC.**

Signed by:

Jordan Lansford

99FB3CDE0CD4413...

Signature

DocuSigned by:

Brady Lefere

9549596DC71D4FB...

By: Brady Lefere

Its: President

Jordan Lansford

Print Name of Witness

Exhibit A: Property

Exhibit A
Property

Tracts B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, and E-1, as shown on the plat known as Del Webb River Reserve Phases 1A & 1B, as recorded at Plat Book 98, Page 77, of the Official Records of Pasco County, Florida

**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS C**

**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS CI**

**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS CII**

AGREEMENT FOR POND FOUNTAIN CLEANING & MAINTENANCE SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 25 day of September 2025, by and between:

DEL WEBB RIVER RESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

STEADFAST ALLIANCE, a Florida limited liability company, with a mailing address of 30435 Commerce Drive, Suite 102, San Antonio, Florida 33576 (“Contractor”).

RECITALS

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

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

WHEREAS, the District has a need to retain an independent contractor to provide quarterly fountain cleaning and maintenance services for pond fountains located within the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide fountain cleaning and maintenance services to the fountains located in the ponds in the District and has agreed to provide to the District those services identified in this Agreement and in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional fountain cleaning and maintenance services within presently accepted standards. Upon all Parties signing

this Agreement, the Contractor shall provide the District with the Services as shown in **Section 3** of this Agreement.

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

C. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

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

SECTION 3. SCOPE OF FOUNTAIN CLEANING SERVICES. The Contractor will provide quarterly fountain cleaning and maintenance services for the pond fountains located within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on a weekly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

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

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

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

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

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

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

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor **One Thousand Fifty Dollars (\$1,050.00) per quarter, for a not-to-exceed annual cost of Four Thousand Two Hundred Dollars (\$4,200.00)**. The initial term of this Agreement shall be from October 1, 2025, through September 30, 2026, unless terminated earlier by either party in accordance with the provisions of this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either Party thirty (30) days prior to the expiration of the Agreement. Any change in compensation or the scope of services must be approved in writing by the parties.

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

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

D. The Contractor shall maintain records conforming to usual accounting

practices. As soon as may be practicable at the beginning of each quarter, the Contractor shall invoice the District for all services performed in the prior quarter and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each quarterly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 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 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

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

SECTION 7. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 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, such termination to be effective upon the giving of notice of termination.

SECTION 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 in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination

of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 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.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 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.

SECTION 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.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 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 Parties.

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

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notice” or “Notices”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Del Webb River Reserve Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

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

B. If to the Contractor: Steadfast Alliance
30435 Commerce Drive, Suite 102
San Antonio, Florida 33576
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 Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding

upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 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. All actions and disputes shall be brought in the proper court and venue, which shall be Pasco County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 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.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each

deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 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 to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain

criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 33. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

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

**DEL WEBB RIVER RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

Brady Lefere

9549596DC71D4FB...

Chair/Vice Chair, Board of Supervisors

STEADFAST ALLIANCE

Signed by:

Matt Goldrick

963268E56D9E473...

By: Matt Goldrick

Its: MG

Exhibit A: Description of Services

Exhibit A

Description of Services



Steadfast Alliance
30435 Commerce Drive
Suite 102
San Antonio FL 33576 US

ESTIMATE

DATE **DUE** **ESTIMATE #**
9/18/2025 10/18/2025 EST-SCA2489

BILL TO

Del Webb River Reserve CDD
C/O Wrathell, Hunt and
Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton FL 33431

SHIP TO

SE1581
Del Webb River Reserve
Pond Maintenance

DESCRIPTION	QTY	RATE	AMOUNT
-------------	-----	------	--------

Quarterly maintenance of 3 fountains at Del Webb River Reserve.

Scope of work to include inspection of moving parts, wear and tear, filter cleaning & nozzle cleaning. (Light bulbs if applicable) Parts to be inspected and serviced if necessary.

Any fountain implements that are found faulty can be ordered and replaced by Steadfast at a minimal 10% markup to the CDD. Receipts to be provided at time of invoicing. Should the part(s) be under manufacture warranty, Steadfast will provide the labor to replace under the fountain maintenance agreement at no cost.

Quarterly cost: \$1050.

Annual total: \$4200.

4.00 1,050.00 4,200.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

TOTAL **4,200.00**

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20____.

Signature: _____

Printed Name and Title: _____

Representing (Name of Firm): _____

**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS D**

**WORK AUTHORIZATION NO. 1
POND MAINTENANCE SERVICES**

THIS WORK AUTHORIZATION (“Work Authorization”), dated January 7, 2026, authorizes additional work in accordance with the *Agreement for Pond Maintenance Services Between Del Webb River Reserve Community Development District and Steadfast Environmental, LLC*, dated July 1, 2025 (“**Agreement**”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement, Contractor shall provide the services as set forth in Contractor’s proposal dated January 5, 2026, and attached hereto as **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (“**Additional Services**”).

SECTION 2. COMPENSATION. It is understood and agreed that the compensation for the Additional Services under this Work Authorization shall be in the amount set forth in Exhibit A and shall be remitted in the manner set forth in the Agreement. The total compensation for the Additional Services shall not exceed the actual services and/or work rendered under this Work Authorization. It is understood and agreed upon that the compensation for the completion of the Additional Services is based upon all materials and labor required to perform such services.

SECTION 3. FINAL AGREEMENT. This Work Authorization, together with the Agreement, represents the entire understanding between the District and the Contractor with regard to the Additional Services and supersedes any previously executed proposal or agreement related to the provision of such services.

SECTION 4. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined herein and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

ATTEST:

**DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

DocuSigned by:
Kristen Suit
8D23CFF57A7B418...

Witness

DocuSigned by:
Brady Lefere
9549596DC71D4FB...

Chairperson, Board of Supervisors

WITNESS:

STEADFAST ENVIRONMENTAL, LLC
a Florida limited liability company

Signed by:

Jordan Lansford

99FB3CDE0CD4413...

Witness

Signed by:

Kevin Riemensperger

08B628EA3473404...

By: Kevin Riemensperger

Its: Aquatics Division Manager

Exhibit A: Scope of Additional Services

Exhibit A Scope of Additional Services



Steadfast Alliance
Suite 102
San Antonio FL 33576 US

ESTIMATE

DATE **DUE** **ESTIMATE #**
1/5/2026 2/4/2026 EST-SCA3064

BILL TO
Del Webb
C/O Wrathell, Hunt and
Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton FL 33431

SHIP TO
DE

DESCRIPTION	QTY	RATE	AMOUNT
Fish stocking of pond 3 at Del Webb River Reserve.			
Steadfast will stock approximately 1000 bluegill (<i>Lepomis macrochirus</i>) across one pond. The pond will be stocked according to acreage (~400 fish/acre).	1.00	1,424.00	1,424.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

TOTAL **1,424.00**

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20____.

Signature: _____

Printed Name and Title: _____

Representing (Name of Firm): _____

**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS E**

Del Webb River Reserve CDD Sign Map



13899 Ranchbrook Court, Spring Hill, FL 34610

Barry Mazzoni
Field Operations
September 17, 2025

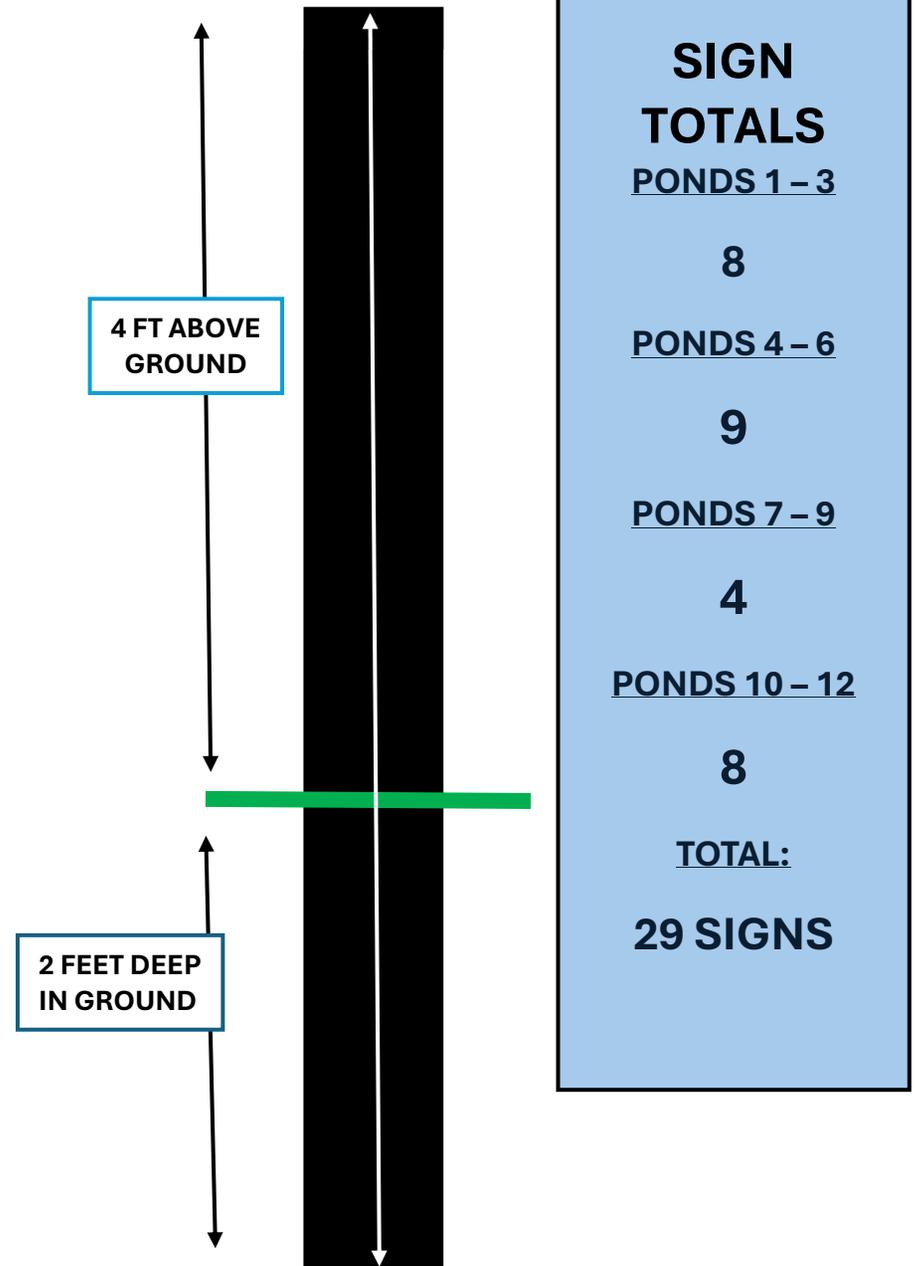


Sign Design

12" x 18"



6 ft post



★ Suggested Sign Location



**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS F**



3875 Correia Dr.
Zephyrhills, FL 33542
(813) 779-7446

INVOICE

INV-3176

As we work together, Amazing things will happen
amazingsigns.net

Payment Terms: Cash Customer

Created Date: 9/22/2025

DESCRIPTION: 12" x 18" Danger Aluminum Signs & 7' Galvanized Poles

Bill To: Del Webb River Reserve CDD
13899 Ranchbrook Court
Spring Hill, FL 34610
US

Installed: Del Webb River Reserve CDD
13899 Ranchbrook Court
Spring Hill, FL 34610
US

Ordered By: Kristen Suit
Email: suitk@whhassociates.com
Work Phone: (561) 571-0010
Cell Phone: (410) 207-1802
Tax ID: 85-8019720711C-3

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	12" x 18" Danger Aluminum Signs & 7' Galvanized Poles	1	\$6,090.00	\$6,090.00
1.1	Misc. Part - 12" x 18" Danger There May Be Alligators and Snakes in the Area Do Not Feed the Wildlife sign made with cut blue and black vinyl on 063 aluminum, designed as per proof Part Qty: 29 - Retail Price: \$50.00			
1.2	Misc. Part - 7' Galvanized U-channel pole Part Qty: 29 - Retail Price: \$75.00			
1.3	Misc. Part - Install one 7' U-channel pole in an unobstructed dirt or grass area two feet in the ground and mount one sign to it Part Qty: 29 - Retail Price: \$85.00			
			Subtotal:	\$6,090.00
			Taxes:	\$0.00
			Grand Total:	\$6,090.00
			Amount Paid:	\$0.00
			DEPOSIT REQUIRED:	\$3,045.00

This order requires a \$3,045 deposit. The remaining balance is due upon installation.

All deposits are non-refundable

**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS G**

**AGREEMENT FOR
POND BANK MAINTENANCE SERVICES**

THIS AGREEMENT (“Agreement”) is made, and entered into, by and between:

DEL WEBB RIVER RESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

GREENSCAPES OF SOUTHWEST FLORIDA, LLC (D/B/A SPERBER LANDSCAPE SERVICES), with a mailing address of 30700 Russell Ranch Road, Suite 120, Westlake Village, California 91362 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

WHEREAS, the District owns, operates and maintains stormwater ponds (“**Facilities**”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide pond bank mowing services for the Facilities, as outlined in **Exhibit A (“Services”)**; and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

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

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

2. SERVICES. The Contractor agrees to provide the Services outlined in **Exhibit A**. 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, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. 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. This Agreement grants to Contractor the right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning December 1, 2025, upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

4. COMPENSATION; PAYMENT. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A (\$4,860 monthly not to exceed \$58,320 annually)**. 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. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

8. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf

of the District and 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.

9. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

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

11. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

12. DEFAULT; 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 herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

13. ATTORNEY'S FEES. In the event that either the District or 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.

14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

15. 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 parties hereto.

16. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

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

18. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

19. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

20. 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 the District's Manager ("**Public Records Custodian**").

Among other requirements and to the extent applicable by law, 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 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 Contractor, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; 561-571-0010 (PHONE); wrathellc@whhassociates.com (EMAIL).

21. 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.

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

23. NEGOTIATIONS AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

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

25. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work

authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

26. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

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

28. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

29. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**DEL WEBB RIVER RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:
Brady Lefere
9549596DC71D4FB...
By: brady Lefere
Its: President
Date: 12/3/2025

**GREENSCAPES OF SOUTHWEST FLORIDA, LLC
(D/B/A SPERBER LANDSCAPE SERVICES),**

Signed by:
Christopher Sage Barnard
4DFC5203CF1944F...
By: Christopher Sage Barnard
Its: Director of Leadership Development
Date: 12/5/2025

- Exhibit A:** Proposal
- Exhibit B:** Insurance Certificate with Endorsements

EXHIBIT A



Proposal # 473692

Date: 10/22/2025

Client:

Melisa Sgro
Pulte Group
13898 Canyon Ridge Rd
Spring Hill, FL 34610

Service Address:

Del Webb River Reserve
13898 Canyon Ridge Rd
Spring Hill, FL 34610

Sperber Monthly Maintenance 2025

Dear Melisa,

Thank you for the opportunity to submit our quotation for Landscape Management Services. We are pleased to present our proposal which includes all labor, supervision, support team, materials, and equipment necessary to successfully perform the scope of work outlined herein.

Service Start Date: 12/01/2025

Service End Date: 11/30/2026

SERVICES

Ponds Banks

Mowing shall be performed with specified mower types and blades to provide a quality cut. Mowing patterns shall be rotated to minimize scalping and rutting by mower wheels and to minimize soil compaction. Contract is for the maintenance of warm season turf.

- A. **Mowing**: All turf shall be mowed weekly during the growing season and bi-weekly during the slow growing season. Please see service calendar below. Should the association request additional cuts, a separate proposal can be provided at the time service is requested. Clippings shall be left on the lawn as long as no visible clumps remain on the grass surface 24 hours after mowing; otherwise Contractor will collect and dispose of clippings.
- B. **Edging**: All hard surfaces shall be edged at every mowing. All soft surfaces, (landscape beds), shall be edged every other visit to maintain a clean edge.
- C. **Debris Removal**: Contractor shall be responsible for the removal of all lawn debris and visible clippings with each site visit and blowing off all walks, driveways and street area where debris may be visible. Excessive seasonal leaf flush from hardwoods along roadway or in beds will be removed from the site for a nominal additional fee upon approval.

Ornamental, Palm and Tree Care

Pruning shall be performed as required to maintain the natural shape and plant palette characteristics. Pruning shall include, but not limited to, the removal of vegetation that is dead, damaged or diseased. When diseased vegetation is removed, the pruning cuts shall be made deep into the healthy plant tissue in order to re-establish healthy growth. The primary technique used in pruning practices shall be by hand. Should flat tops and sides be desired, this will be achieved by the use of gas powered shears.

All trimming and pruning shall be subject to all applicable State, Federal and ANSI (American National Standards Institute) regulations.

Ornamentals & Shrubs: Pruned to maintain a natural, neat and healthy appearance based on plant palette's growth habit per service calendar below.

Palms: Fronds shall be removed when fronds are brown and/or damaged with clean edge cuts made as close to the trunk as possible. Careful trimming procedures shall be followed to prevent damage to any portion of the palm, especially in the crown shaft and bud areas. Inflorescence (seedpods) and fruits shall be removed on set cycle. Palms will be trimmed and maintained up to 14 feet in height from ground level. Palms exceeding this height shall be performed at Owner's request and expense.

Trees: Pruned to remove any dead or damaged branches. This will include cross-branching and the raising of canopies to allow safe pedestrian movement on sidewalks and driveways in accordance to good canopy structure up to 7 feet. Trees over 12 feet in overall height requiring the arboring of canopies shall be performed at Owner's request and expense.

Hedge Care

Hedges less than 6 feet shall be pruned to maintain a natural, neat and healthy appearance based on plant palette's growth habit. Hedges exceeding 6 feet shall be performed at Owner's expense unless listed on service calendar below.

IPM (Integrated Pest Management)

Turf Weed Control: Chemical weed control will be rotated on an eight-week cycle and can only be applied safely when temperatures are below 90 degrees and wind drift is at a minimum. Due to the unavailability or restricted use of effective control products, the prevention or control of Carpet grass, Torpedo grass, Bermuda grass and select sedges are not part of the Agreement and are not included in the Agreement amount.

Ornamental Bed Weed Control: All landscaped bed areas where weeds are evident will be treated with herbicides to keep these areas relatively weed free. Large weeds will be pulled by hand so as not to be allowed to have enough established quantity to detract from the overall aesthetics of the landscape.

Insect & Disease Control: Inspection of the turf areas and ornamental shrub material shall be done on an eight-week cycle, with applications done on an as needed basis. Areas with turf and plant damaging insects will be treated as problems occur, except for nuisance insects such as ants. Due to the extent and expense of Arbor-Jet Services, treatment of Ficus White Fly and Grubs, Owner agrees this is not part of the Agreement and is not included in the Agreement amount.

In the event treatment is required, Contractor shall provide these management programs by separate proposal, which will be provided at the time the service is requested.

Irrigation Management

Service Specifications: Contractor shall perform a routine monthly maintenance inspection of the irrigation system consisting of the following service specifications:

- Activate and inspect each zone of the existing system
- Visually surface inspect system pipes for leaks
- Adjust and clean sprinkler heads, where needed
- Inspect and report heads that may be damaged or needing repair to Property Manager
- Report accessible control valves and valve boxes that may be damaged on an as needed basis
- Adjust controller to the watering needs as dictated by environmental conditions
- Repair any damages resulting from the Contractor at no cost to the Owner, however this would not include the damage to malfunction heads or parts

Qualifying Statements:

- Repairs that become necessary to insure proper water coverage of the turf and landscape areas that are over and above our routine maintenance contract will be done on a time and material basis. These repairs may incorporate the following items, however, are not limited to: installation of risers, head replacements, nozzle/filter replacements, valve, solenoid replacements and valve boxes and covers.
- Service calls required between scheduled visits will be billed on a time and material basis.
- Emergency service calls are defined as repairs that are required outside of our regular business hours (Monday thru Friday; 8:00am - 4:00pm), as well as weekends and holidays, shall be billed at a flat rate.
- Contractor is not responsible for the verification or performance of rain sensors.
- Contractor shall not be held responsible for damage due to the improper installation or previous management of irrigation system by others.
- Contractor shall not be responsible for the maintenance and performance of pump stations, main line filters and back flow preventers.
- It is further understood that the Contractor is not liable for any damage of any kind whatsoever caused by the failure of the main irrigation water supply, water pressure or to water restrictions imposed by a statutory or similar authority.
- Any requested additional maintenance inspection of the irrigation system over the scheduled monthly visits (1 per month / 12 per year) as described in this agreement will be billed on a time and material basis.

Authorization for Repairs:

- In order to expedite minor repairs, Contractor is here with authorized to perform \$400 worth of repairs without prior approval.
- Any repairs which exceed the above authorized amount, must have written approval prior to the commencement of any work. A written proposal will be provided to Owner.

Customer Service

All service requests and inquiries should be submitted to the Customer Service Department available 24 hours a day via telephone, email or through our website and they will be responded to in a timely manner. Emergency and non-emergency calls should be directed to 239.643.4471.

- **Communication:** Owners shall have ongoing communication with a Client Services Manager. The Client Services Manager assigned to the account shall provide all necessary communication to keep Owner informed of all activity on their property. In the event contact cannot be made with the Client Services Manager, a second contact shall be made available. The Owner shall designate a single contact person and/or agent who shall be responsible for all communications of any kind with Sperber.
- **Supervision:** Qualified on-site supervision shall be provided at all times by a Production Supervisor/Team Captain to ensure the highest quality of work performed and safety guidelines. Sperber shall ensure that there are qualified team members on the job site to complete all phases of their work and shall, at all times, enforce strict discipline and good behavior among its team members and shall take all steps necessary to ensure that they familiar with and abide by all safety guidelines. No work on property shall begin prior to 7:30 am, unless there are extenuating circumstances due to unforeseen conditions.
- **Processing of Service Requests:** Once information is received, a Service Request is generated to resolve the issue and the resolution will be communicated to the original caller/property representative. Upon the completion of the issue, the following shall occur: the Client Services Manager will respond to the original caller and a completed service request will be sent to the property manager stating the resolution of the issue, along with a time and date. Documentation of all inquiries shall be kept in our database system in order for all community issues may be tracked.
- **Emergency Calls:** The emergency line is primarily to be used by the Management Company/Homeowner as issues arise that may need *immediate attention, such as running water*. If this is a running water emergency, a representative will be paged to address the concern as soon as possible. After hours calls will be prompted to leave a detailed message. A Client Services Manager will be paged and will respond in a reasonable amount of time in order to obtain more information, if necessary, in order to assess the emergency status of the call and get the issue resolved.
- **Non-Emergency Calls:** All non-emergency calls will be responded within 1 (one) business day of placement between the hours of 8:00 am to 4:30 pm Monday thru Friday. Resolution of the issue will be determined by the nature of the call timelines for resolution for correct will be provided at the time of response.

Management Reports

Horticultural Reports: A client service representative of contractor will inspect property and provide a Horticultural Report every two months or on a schedule as agreed to with the owner. Contractor representative will also provide dates and times of the property inspection to the owners authorized agent and assigned property management company.

Exemptions to Contract

Due to the nature of the following items, Sperber will not be held responsible to possible damage of the following:

- All underground utilities to include but not limited to low voltage lamps, wiring, piping, and cable
- All objects in the turf without a buffer area of one foot; including but not limited to statues, fountains, holiday decorations, utilities, sewer clean outs, screening, and fencing.

OPTIONAL SERVICES: Over and Above the Basic Service Program

Natural Disaster

\$0.00

Approval initials: _____

Special Services

Services: Contractor can perform any additional work to repair damage caused by: acts of vandalism, storms, hurricanes, flooding or any other acts of God. This service is not covered under the scope of the Agreement or these Landscape Management Specifications, however, a written proposal will be provided to the Owner for approval before any of the above work is undertaken. Contractor shall not be liable or responsible for work delays or work not performed, caused by Acts of Nature or Owner.

- **Storm Recovery Services to be Performed:** "Contractor" agrees to perform the landscape recovery services, as needed, to open roadways, sidewalks and to remove hazardous horticultural debris on a temporary basis until the Property Management or representing Board Member can be contacted. Labor and disposal rates listed below are based on today's market value. The rates may change pending market conditions at the time services are performed.

Labor: Contractor will furnish all labor necessary for storm recovery services at an agreed upon labor rate per man-hour

Disposal Fees: Fees will be agreed upon at time of service and charged on a per-truck load rate. A truck load is defined as twelve yards of debris, unless other removal is required such as a grapple truck.

- **Equipment and Supplies:** There will be additional charges based on the requirements of the property. These may include bobcats, lifts, loaders and forklifts for re-staking, as well as necessary staging material such as, banding tools, straps, 2x4's, poles and duckbill staging.

Frost Advisories/Cold Weather: In the event of cold weather, Sperber shall furnish all labor at an agreed upon labor rate per man-hour, plus required materials to cover existing annual plant beds and suspend irrigation. If the Owner refuses coverage, the seasonal flower warranty is void. In addition, if seasonal plants are covered, Sperber does not guarantee its survival.

- **Fuel Surcharge:** For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. If the average price is escalated over that of \$4.50 per gallon, a 3% fuel surcharge shall be added to each invoice. This 3% fuel charge will be suspended from all future invoices when the average gallon price drops below that of \$4.50 per gallon, however, the charge may again be implemented in future invoices should the average gallon price again escalates over the established \$4.50 base price.

Subtotal	\$0.00
Tax	\$0.00
Total	\$0.00

PRICING

Subtotal	\$58,320.00
Tax	\$0.00
Annual Maintenance Price-Year 1	\$58,320.00

PAYMENT SCHEDULE

SCHEDULE	PRICE	TAX	TOTAL
November	\$4,860.00	\$0.00	\$4,860.00
December	\$4,860.00	\$0.00	\$4,860.00
January	\$4,860.00	\$0.00	\$4,860.00
February	\$4,860.00	\$0.00	\$4,860.00
March	\$4,860.00	\$0.00	\$4,860.00
April	\$4,860.00	\$0.00	\$4,860.00
May	\$4,860.00	\$0.00	\$4,860.00
June	\$4,860.00	\$0.00	\$4,860.00
July	\$4,860.00	\$0.00	\$4,860.00
August	\$4,860.00	\$0.00	\$4,860.00
September	\$4,860.00	\$0.00	\$4,860.00
October	\$4,860.00	\$0.00	\$4,860.00
TOTAL	\$58,320.00	\$0.00	\$58,320.00

Pond Banks (CDD)				
Phase 1a (bahia)				\$ 45,360
Phase 1b (bahia)				\$ 12,960

Service Calendar

Service Calendar	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Mow, Hard Edge Line Trim	2	2	3	4	4	4	4	5	4	4	3	3	42
Bahia (Pond Banks)	2	2	2	2	4	4	4	4	4	4	2	2	36
Soft Edge	1	1	1	2	2	2	2	3	2	2	2	1	21
Ant Control	Continuous												
Irrigation Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12
Horticultural Review	1	1	1	1	1	1	1	1	1	1	1	1	12
Horticultural Reports	1	1	1	1	1	1	1	1	1	1	1	1	12

*Changes to the timing may occur during the course of the year based on environmental conditions. See your Client Services Manager for exact dates tailored to your property.

Master Service Agreement

SECTION 1 – GENERAL:

The following terms and conditions (the "Terms") apply to and govern all services ("Services") provided by Sperber Landscape Services (collectively, "Contractor") for the benefit of client and its affiliates (collectively, "Customer") pursuant to any accepted statement of work, order, purchase order or proposal or any other agreement between the parties (each, a "SOW"). Any capitalized terms used herein have the same meanings as in the applicable SOW unless separately defined herein. These Terms shall be effective as of the date set forth on the first SOW. Notwithstanding anything to the contrary, Contractor shall have the right to reject any statement of work, order, purchase order, proposal or other document issued by Customer in Contractor's sole and absolute discretion.

SECTION 2 – TERMS OF PAYMENT:

Notwithstanding anything else to the contrary, all payments due hereunder shall be made to Contractor within thirty (30) days from date of invoice from Contractor or as otherwise provided for in each applicable written SOW. If Customer fails to pay any amount due hereunder and such amounts remain due and outstanding for more than fifteen (15) days after such payments are due, Customer shall pay interest at the rate of 1.5% per month (or the maximum allowed by law if less) on such past due amount from the due date thereof until the payment date. If Customer's account is past due, Contractor may, with written notice, suspend its obligation to perform Services until payment has been satisfied. During the period of such suspension, Customer agrees and understands that Contractor will not be liable for any costs or damages incurred by Customer, including but not limited to consequential damages to Customer or any other party that may arise from or be related to such suspension of Services. Customer agrees to pay all reasonable attorney's fees and all other costs incurred by Contractor to collect any past due amounts and related interest.

The contract pricing set forth in any SOW will be adjusted annually in accordance with the CPI for all Urban Consumers for the Region applicable to the SOW (Consumer Price Index) or 3%, whichever is greater.

Lien Rights: Customer understands and acknowledges that persons or companies furnishing labor and materials for the improvement on Customer's real property may have lien rights on Customer's real property (including, for the avoidance of doubt, any buildings located thereon), if such persons or companies are not paid for furnishing such labor and materials (collectively, "Lien Claimants"). Lien Claimants may include Contractor, any other party who contracts directly with Customer, or any party who gives Customer notice within sixty (60) days after such party first furnishes labor or materials for the improvement of Customer's real property. Customer further acknowledges and agrees to provide any notices received from any Lien Claimants to Customer's mortgage lender (the "Lender"). In addition, Contractor agrees to cooperate with Customer and the Lender with respect to the timely payment of all potential Lien Claimants solely resulting from the Services.

SECTION 3 – SOW TERM AND TERMINATION:

The term of each SOW, as specified in such SOW, shall automatically renew for continuous succeeding one (1) month terms, unless terminated in accordance with these Terms or such SOW or if either party provides a written notice of non-renewal of such SOW at least thirty (30) days prior to the expiration of the then current term to the other party.

Contractor shall have the right to terminate any SOW by written notice to Customer at any time if Customer fails to comply with any material provision of these Terms or any SOW and Customer does not cure such breach (i) within fifteen (15) days of written notice from Contractor in the case of any failure to make any payment, or (ii) within sixty (60) days of written notice from Contractor in the case of any other failure to comply. To the extent the sixty (60)-day cure period only applies, Contractor cannot withhold or suspend services scheduled to be performed during such sixty (60) day cure period.

Customer shall have the right to terminate any SOW by written notice to Contractor at any time if Contractor breaches any of its material obligations hereunder and does not cure such breach within sixty (60) days of written notice from Customer of such breach.

In the event of termination of an SOW, Customer shall pay Contractor (i) all amounts related to such SOW due through the effective date of the termination, (ii) any monies due for regular monthly scheduled maintenance related to such SOW, (iii) any monies due for Services related to such SOW performed on or prior to the effective date of the termination, and (iv) any other amounts or fees set forth in such SOW (including, but not limited to, any termination fees). Contractor shall not be entitled to payment for any Services provided pursuant to such SOW that were not performed substantially in accordance with the specifications and provisions of such SOW.

SECTION 4 – RIGHT TO REMEDY:

In the event Customer becomes dissatisfied with the Services, Customer must notify Contractor of such deficiencies in writing. Within sixty (60) days of written notice from Customer of Customer's dissatisfaction, Contractor has the right to remedy all deficient Services to the satisfaction of Customer's reasonable expectations and within the parameters of the SOW deliverables and acceptable industry practices.

SECTION 5 – LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES:

Contractor shall not have any liability related to any of the following:

- (i) Death or decline in plant materials (a) due to improper selection, placement, or planting, or (b) not provided by Contractor;
- (ii) Damage or disease due to (a) improper irrigation not under the control of Contractor, (b) lack of water, or (c) irrigation in accordance with irrigation restrictions;

- (iii) Exposed cables/wires or irrigation components/lines normally located below the surface;
- (iv) Flooding, storm, snow, wind, fire, lightning, cold, pandemic or other Act Of God or similar causes;
- (v) Damage caused by or to any item hidden in the landscape and not clearly guarded or marked; and
- (vi) Damage due to vandalism.

In no event shall either party be liable to the other for any special, incidental, indirect, consequential or contingent damages whatsoever, including, without limitation, loss of profits, injuries to property, whether or not such party has been advised of the possibility of such a loss, or whether the claim is for breach of contract, tort, breach of warranty, negligence or otherwise. The essential purpose of this section is to limit the potential liability of the parties arising out of these terms, the SOWs and the services provided thereunder. Customer acknowledges and agrees that its sole and exclusive remedy for any claim or damage arising from or otherwise related to these terms, any SOW or the services, whether in contract or in tort, shall be limited to the recovery of the lesser of: (A) The amount of actual direct monetary loss suffered by customer, or (B) The actual amount paid by customer to contractor for the specific services from which the customer's claim or damages allegedly arose during the shorter of (i) The term of the applicable SOW, or (ii) The three (3) month period prior to the date on which the subject breach allegedly occurred. Except for any warranties set forth in a written SOW, Contractor makes no representations or warranties, whether written, oral, express or implied, with respect to the Services, and each party hereby expressly disclaims any and all implied warranties, including the warranties of merchantability and fitness for a particular purpose. Customer acknowledges and agrees that Contractor would not enter into these Terms or any SOW for the consideration given by Customer but for the limitations of liability and damages contained in these Terms, and that the right to receive the Services in exchange for the limitations in these Terms and the other consideration given by Customer for the Services constitute a bargain that is fair and reasonable.

SECTION 6 – INDEMNIFICATION:

Customer shall protect, indemnify, defend and hold Contractor and its owners, members, managers, officers, independent contractors, employees, sub-contractors and agents (collectively, the "Contractor Parties") harmless from and against any and all claims, liabilities, demands, causes of action, losses or damages (including without limitation all liability for personal injury, property damage or commercial loss) and all costs and expenses (including without limitation attorneys' fees) (collectively, "Losses") incurred in connection therewith that may be asserted against or incurred by any of the Contractor Parties in connection with (i) Contractor's provision of the Services, ii) Customer's breach of any SOW or these Terms, or (iii) any act, omission or misrepresentation of Customer or Customer's employees or agents.

Notwithstanding the foregoing, the parties agree that the Contractor is an independent contractor and that the Customer shall have no liability due to injury to the Contractor or Contractor's agents or employees, unless such injury was caused in whole or in part by the Customer's negligence.

SECTION 7 – PERMITS AND INSURANCE:

Contractor shall have any and all necessary permits, certificates and licenses required by the state and locality in which the property is located to perform the work set forth in each applicable SOW. Contractor shall produce and provide all such permits, certificates and licenses at the request of Customer to Customer or Customer's property manager. Furthermore, Contractor shall have all required Workman's Compensation Insurance coverage and Liability Insurance coverage (see below). Contractor also shall pay all local, state and federal taxes including sales and use taxes for the work set forth in each SOW. The parties agree that, at all times during the term of each SOW, Contractor will keep in force, with an insurance company licensed to do business in the state in which the property is located, the following policies:

Workers' Compensation Insurance: Coverage shall be provided as required by the state in which the property is located, subject to statutory limits, and Employer's Liability insurance with limits of no less than \$100,000 per accident for bodily injury or disease.

Commercial General Liability Insurance: Coverage shall be written on a form at least as broad as the Insurance Services Office (ISO) Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Customer shall be covered by this policy as an Additional Insured on a primary and non-contributory basis, utilizing endorsements at least as broad as the combination of ISO Form CG 20 10 04 13 for Ongoing Operations and ISO Form CG 20 37 04 13 for Products and Completed Operations.

Commercial Automobile Liability Insurance: Coverage shall be written on a form at least as broad as ISO Form CA 00 01, covering any automobile owned or hired by Contractor as well as non-owned automobiles used in connection with any SOW, subject to combined single limit of no less than \$500,000. Customer shall be covered by this policy as an Additional Insured on a primary and non-contributory basis.

All policies shall include a waiver of subrogation in favor of Customer and shall provide that coverage will not be canceled without thirty (30) days prior written notice to Customer. Coverage may be canceled without thirty (30) days prior written notice to Customer only if such policy is canceled due to Contractor's non-payment of policy premiums.

SECTION 8 – NOTICES:

Any notices or other communications required or permitted hereunder or in connection with any SOW shall be in writing, and shall be deemed effectively given on the date when personally delivered, sent by express courier, sent electronically, or deposited in the mail, registered or certified, postage prepaid, return receipt requested, addressed to the party to be served, to the applicable address set forth on the applicable SOW, unless such party has provided an updated address to the other party pursuant to the provisions of this section.

SECTION 9 – MATERIALS, TOOLS AND CLEAN-UP:

Contractor shall be responsible for the security and welfare of Contractor's tools, construction equipment, vehicles, machinery and materials (collectively, "Equipment") while on Customer's property. All Equipment shall be safely and properly used and stored while on Customer's property.

All debris and waste materials produced by Contractor in the performance of the Services ("Waste") will be removed at the end of each day before Contractor departs from the property, so long as the weather permits. Contractor shall keep Customer's and any adjoining property free from accumulation of any Waste. Additionally, during Contractor's course of engagement and solely with respect to the performance of its Services, Contractor shall maintain free, clear and unobstructed egress and ingress with respect to Customer's property.

At the completion of the applicable Services under each SOW, Contractor shall remove from Customer's property all Waste and Equipment, and return all affected areas of the property to a "broom clean" condition. If Contractor fails to diligently proceed with the clean-up set forth in the preceding sentence within three (3) business days after receipt of a properly delivered notice from Customer described such failure, Customer may proceed with such clean-up and Contractor shall be responsible for the reasonable fees paid by Customer for such clean-up.

SECTION 10 – OTHER SERVICES:

Any Services not stated in a written SOW can be accomplished by Contractor at an additional charge to be negotiated by the parties before such Services are performed. Contractor shall obtain Customer's prior written approval before commencing any Services not stated in a written SOW or any Services which will result in any additional charge to Customer not contemplated in a written SOW.

SECTION 11 – PROFESSIONAL Demeanor:

All of Contractor's employees shall each wear identifying shirts, jackets or vests while on Customer's property. A foreman will be on the job supervising Contractor's employees at all times. No employee of Contractor shall directly or indirectly accept payment or compensation for any Services from any homeowner that is not a customer covered under any SOW from Customer.

SECTION 12 – CERTAIN COMMUNICATIONS:

The Terms of this section shall only apply when Customer is a property manager. Customer shall set up a procedure for comments by the residents which will then be promptly transmitted to Contractor. All related communications from Contractor shall be submitted to the property manager.

SECTION 13 – EMERGENCIES:

Contractor agrees to respond to all emergency situations within twenty-four (24) hours, and all other situations within two (2) business days after notification thereof. Contractor will respond with either written or verbal acknowledgement of the situation and provide Contractor's "plan of action". In order to proceed with any "plan of action," Contractor must receive Customer's written approval to proceed on such basis.

SECTION 14 – NON-SOLICITATION:

Customer acknowledges that Contractor provides a valuable service by identifying and assigning personnel to perform the services hereunder. Customer further acknowledges that Contractor would be deprived of the benefits of its work force, and would experience substantial cost, if Customer were to hire, or contract with Contractor's personnel after they have been introduced to Customer by Contractor. Accordingly, Customer agrees that during the term of this Agreement and for twenty-four (24) months thereafter, neither Customer, nor any of its affiliates, successors, or assigns, shall recruit, solicit, hire, or otherwise contract directly, or indirectly with any personnel of Contractor who have been introduced to Customer by Contractor, or who are, or have been assigned to perform work for Customer hereunder. Notwithstanding the foregoing, Customer may contract with any of Contractor's personnel who: (i) had no previous direct contact with Customer; or (ii) have responded to a general, publicly-available advertisement for employment.

To the extent Customer fails to comply with this obligation, Customer shall pay to Contractor an amount equal to two years compensation of such personnel, based on the current rate of compensation paid to such personnel by Contractor as of the last date services were performed for Contractor.

SECTION 15 – MISCELLANEOUS:

- A. **Governing Law.** These Terms and each SOW shall be governed by, and construed and enforced in accordance with, the laws of the state and locality in which the property is located, without regard to the conflict-of-laws provisions of such state.
- B. **Dispute Resolution/Arbitration.** If a controversy, claim or dispute arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before reporting to arbitration. Each of the parties shall pay one half of the American Arbitration Association mediation fees including the fees charged by the mediator. Each of the parties shall bear their own attorney's fees in the mediation. **THE PARTIES FURTHER AGREE THAT ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR BREACH THEREOF, THAT IS NOT RESOLVED THROUGH THE MEDIATION AS PROVIDED FOR THE IMMEDIATELY PRECEDING PARAGRAPH SHALL BE SETTLED BY BINDING ARBITRATION IN THE COUNTY AND STATE IN WHICH THE PROJECT IS LOCATED, IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN IN EFFECT. THE ARBITRATOR SHALL BE AN ATTORNEY ADMITTED TO PRACTICE LAW IN THE SPECIFIC STATE IN WHICH SERVICES ARE PROVIDED, WITH AT LEAST FIFTEEN (15) YEARS OF BUSINESS LAW EXPERIENCE. THE AWARD RENDERED BY THE ARBITRATOR SHALL BE**

FINAL AND NON-APPEALABLE AND MAY BE ENTERED AS A FINAL JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. THE AWARD OF THE ARBITRATOR SHALL BE IN THE FORM OF FINDINGS OF FACT AND CONCLUSIONS OF LAW AND SHALL SET FORTH IN DETAIL THE LEGAL AND FACTUAL BASIS OF THE DECISION.

- C. **Attorneys Fees and Costs.** The prevailing party in any arbitration or legal action (except for mediation as provided for in the immediately preceding) shall be entitled to an award of its attorney's fees and costs including the fees charged by the American Arbitration Association and the arbitrator. Each of the parties acknowledges and agrees that by entering into this Agreement and this arbitration provision that it is giving up its rights to trial by judge and jury and giving up its right to appeal.
- D. **Relationship of Parties/Independent Contractor.** Contractor is an independent contractor of Customer, and these Terms and the SOW(s) shall not be deemed to create a partnership, joint venture or employment relationship.
- E. **Force Majeure.** Contractor will not be liable or responsible to Customer for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure". The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials, supplies, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, acts of terrorism, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome..
- F. **Non-Waiver/Modification of Agreement.** Failure by a party to require performance by the other party or to claim a breach shall not be construed as a waiver of any right. These Terms shall be binding upon, inure to the benefit of, and be enforceable by Customer, Contractor and Contractor's respective legal representatives, successors and permitted assigns. Unless otherwise provided by these Terms, Customer and Contractor may not change or modify these Terms except by a writing making specific reference to these Terms signed by both parties.
- G. **Assignment.** Customer shall not assign these Terms and/or any SOW without the prior written consent of Contractor which shall not be unreasonably withheld or delayed.
- H. **Integration.** The SOW(s) and these Terms represent the entire agreement between Customer and Contractor with regard to the subject matter therein and hereof, and supersede and terminate all prior oral or written agreements, understandings and/or representations between the parties. If there is a conflict between the terms of these Terms and any SOW, these Terms shall control. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid and binding.
- I. **Survival of Terms.** The provisions of these Terms shall survive any termination of any SOW.
- J. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.
- K. **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

CLIENT

CONTRACTOR: _____

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Please review our proposal and terms and conditions carefully, and do not hesitate to call with any questions and/or comments you may have.

If you find this proposal acceptable, please sign where indicated and return to us. You may email back your proposal as well to emurata@sperbercompanies.com

Thank you again for your consideration.

Sincerely,

Erika Murata

By _____

By _____

Date _____

Date _____

**Sperber Landscape
Services**

Pulte Group

Invoices:

Please send invoices via email _____

Please send invoices using US mail

Billing Address on Invoices:

Billing Contact:

Name: _____

Phone: _____

Email: _____

EXHIBIT B

**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2026**

**DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2026**

	General Fund	Debt Service Fund	Total Governmental Funds
	<u> </u>	<u> </u>	<u> </u>
ASSETS			
Cash	\$ 102,085	\$ -	\$ 102,085
Investments			
Revenue	-	461,431	461,431
Reserve	-	116,666	116,666
Interest	-	2,483	2,483
Due from Landowner	2,326	7,212	9,538
Due from general fund	-	306	306
Total assets	<u>104,411</u>	<u>588,098</u>	<u>692,509</u>
 LIABILITIES AND FUND BALANCES			
Liabilities:			
Due to Landowner	\$ -	\$ 7,211	\$ 7,211
Due to debt service fund	306	-	306
Landowner advance	6,000	-	6,000
Landowner advance- Legal adv.	3,976	-	3,976
Total liabilities	<u>10,282</u>	<u>7,211</u>	<u>17,493</u>
 DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	2,326	-	2,326
Total deferred inflows of resources	<u>2,326</u>	<u>-</u>	<u>2,326</u>
 Fund balances:			
Restricted for:			
Debt service	-	580,887	580,887
Unassigned	91,803	-	91,803
Total fund balances	<u>91,803</u>	<u>580,887</u>	<u>672,690</u>
 Total liabilities, deferred inflows of resources and fund balances	<u>\$ 104,411</u>	<u>\$588,098</u>	<u>\$ 692,509</u>
Total liabilities and fund balances	<u>\$ 104,411</u>	<u>\$588,098</u>	<u>\$ 692,509</u>

**DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2026**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 79	\$ 121,493	\$ 121,385	100%
Landowner contribution	-	23,209	111,961	21%
Total revenues	<u>79</u>	<u>144,702</u>	<u>233,346</u>	62%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	16,000	48,000	33%
Legal	415	874	25,000	3%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	167	667	2,000	33%
EMMA software service	-	875	2,500	35%
Trustee*	-	-	5,500	0%
Telephone	17	67	133	50%
Postage	-	-	500	0%
Printing & binding	41	167	333	50%
Legal advertising	-	57	2,000	3%
Meeting room rental	-	-	2,000	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,700	88%
Contingencies/bank charges	153	612	1,500	41%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	145	210	69%
Total professional & administrative	<u>4,793</u>	<u>26,319</u>	<u>104,256</u>	25%
Field Operations				
Pond Mowing	9,720	9,720	60,297	16%
Pond Maintenance	1,750	7,000	18,000	39%
Wetland/mitigation monitoring & maint.	-	-	20,000	0%
General repairs/supplies	-	3,045	10,000	30%
Fountain repairs	-	1,050	5,000	21%
Utilities				
Common area electric(fountain)	-	-	12,000	0%
Total field operations	<u>11,470</u>	<u>20,815</u>	<u>125,297</u>	17%
Other fees & charges				
Tax collector	-	2,428	3,793	64%
Total other fees & charges	<u>-</u>	<u>2,428</u>	<u>3,793</u>	64%
Total expenditures	<u>16,263</u>	<u>49,562</u>	<u>233,346</u>	21%
Excess/(deficiency) of revenues over/(under) expenditures	(16,184)	95,140	-	
Fund balances - beginning	107,987	(3,337)	-	
Fund balances - ending	<u>\$ 91,803</u>	<u>\$ 91,803</u>	<u>\$ -</u>	

**DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED JANUARY 31, 2026**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ 306	\$ 471,156	\$ 470,878	100%
Interest	375	2,580	-	N/A
Total revenues	<u>681</u>	<u>473,736</u>	<u>470,878</u>	101%
EXPENDITURES				
Principal	-	-	95,000	0%
Interest	-	141,982	323,235	44%
Tax collector	-	9,417	14,715	64%
Total debt service	<u>-</u>	<u>151,399</u>	<u>432,950</u>	35%
Total expenditures	<u>-</u>	<u>151,399</u>	<u>432,950</u>	35%
Excess/(deficiency) of revenues over/(under) expenditures	681	322,337	37,928	850%
Fund balances - beginning	580,206	258,550	256,022	
Fund balances - ending	<u>\$ 580,887</u>	<u>\$ 580,887</u>	<u>\$ 293,950</u>	

**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
DEL WEBB RIVER RESERVE
COMMUNITY DEVELOPMENT DISTRICT

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The Board of Supervisors of the Del Webb River Reserve Community Development District held Public Hearings and a Regular Meeting on August 7, 2025, at 11:30 a.m., at the Hilton Garden Inn Tampa-Wesley Chapel, 26640 Silver Maple Pkwy., Wesley Chapel, Florida 33544.

Present:

Brady Lefere	Chair
Alex Malecki	Assistant Secretary
Melisa Sgro	Assistant Secretary

Also present:

Kristen Suit	District Manager
Jordan Lansford	Wrathell Hunt and Associates LLC
Ryan Dugan (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 11:37 a.m.

Supervisors Lefere, Malecki and Sgro were present. Supervisors Glass and Aponte were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2025/2026 Budget

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Public Hearing was opened.

A. Affidavit of Publication

41 **B. Consideration of Resolution 2025-43, Relating to the Annual Appropriations and**
42 **Adopting the Budget(s) for Fiscal Year Beginning October 1, 2025 and Ending**
43 **September 30, 2026; Authorizing Budget Amendments; and Providing an Effective**
44 **Date**

45 Asked if the Landowner contribution must be deficit-funded upon necessity, Mr. Dugan
46 stated yes, it is going to be similar to the Deficit Funding Agreement where expenses are paid as
47 they are incurred. Asked if the CDD owns the second phase yet, Mr. Dugan stated that the
48 project will close within the next few months and, once it is confirmed that the CDD owns the
49 land, the plan is to go before the Board for authorization to commence the Boundary
50 Amendment process with the County.

51 Ms. Suit presented Resolution 2025-43 and the proposed Fiscal Year 2026 budget.

52 No affected property owners or members of the public spoke.

53 **On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the**
54 **Public Hearing was closed.**

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56 **On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor,**
57 **Resolution 2025-43, Relating to the Annual Appropriations and Adopting the**
58 **Budget(s) for Fiscal Year Beginning October 1, 2025 and Ending September 30,**
59 **2026; Authorizing Budget Amendments; and Providing an Effective Date, was**
60 **adopted.**

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FOURTH ORDER OF BUSINESS

Public Hearing to Hear Comments and
Objections on the Imposition of
Maintenance and Operation Assessments
to Fund the Budget for Fiscal Year
2025/2026, Pursuant to Florida Law

69 **A. Proof/Affidavit of Publication**

70 **B. Mailed Notice(s) to Property Owners**

71 These items were included for informational purposes.

72 **C. Consideration of Resolution 2025-44, Providing for Funding for the FY 2026 Adopted**
73 **Budget(s); Providing for the Collection and Enforcement of Special Assessments,**
74 **Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment**
75 **Roll; Providing for Amendments to the Assessment Roll; Providing a Severability**
76 **Clause; and Providing an Effective Date**

77 Ms. Suit presented Resolution 2025-44.

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On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, Resolution 2025-44, Providing for Funding for the FY 2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Fiscal Year 2025/2026 Deficit Funding Agreement

Ms. Suit presented the Fiscal Year 2025/2026 Deficit Funding Agreement.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Fiscal Year 2025/2026 Deficit Funding Agreement, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-45, Ratifying, Confirming, and Approving the Sale of the Del Webb River Reserve Community Development District Capital Improvement Revenue Bonds, Series 2025; Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date

Ms. Suit presented Resolution 2025-45 and read the title.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, Resolution 2025-45, Ratifying, Confirming, and Approving the Sale of the Del Webb River Reserve Community Development District Capital Improvement Revenue Bonds, Series 2025; Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries,

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and All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-23, Designating the Location of the Local District Records Office and Providing an Effective Date

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This item was deferred.

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EIGHTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]

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Ms. Suit presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards. She noted that it will be necessary to authorize the Chair to approve the findings related to the 2025 Goals and Objectives.

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- **Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting**

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On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards and authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, were approved.

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NINTH ORDER OF BUSINESS

Ratification Items

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A. **Steadfast Environmental, LLC Agreement for Pond Maintenance Services**

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B. **The Natives, Inc. Agreement for Environmental Maintenance Services**

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On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Steadfast Environmental, LLC Agreement for Pond Maintenance Services and the Natives, Inc. Agreement for Environmental Maintenance Services, were ratified.

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TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2025

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On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Unaudited Financial Statements as of June 30, 2025, were accepted.

ELEVENTH ORDER OF BUSINESS

Approval of June 5, 2025 Regular Meeting Minutes

On MOTION by Lefere and seconded by Ms. Sgro, with all in favor, the June 5, 2025 Regular Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer: LevelUp Consulting, LLC**
- C. District Manager: Wrathell, Hunt and Associates, LLC**

There were no reports.

- **0 (Zero) Registered Voters as of April 15, 2025**
- **NEXT MEETING DATE: September 4, 2025 at 11:30 AM**
 - **QUORUM CHECK**

The September 4, 2025 meeting will be canceled.

THIRTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

FOURTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the meeting adjourned at 11:45 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**DEL WEBB RIVER
RESERVE**

COMMUNITY DEVELOPMENT DISTRICT

**STAFF
REPORTS**

DEL WEBB RIVER RESERVE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

*Hampton Inn & Suites by Hilton - Tampa/Wesley Chapel
2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2025 CANCELED	Regular Meeting	11:30 AM
November 6, 2025 CANCELED	Regular Meeting	11:30 AM
December 4, 2025 CANCELED NO QUORUM	Regular Meeting	11:30 AM
February 5, 2026 CANCELED	Regular Meeting	11:30 AM
March 5, 2026	Regular Meeting	11:30 AM
April 2, 2026	Regular Meeting	11:30 AM
May 7, 2026	Regular Meeting	11:30 AM
June 4, 2026	Regular Meeting	11:30 AM
July 2, 2026	Regular Meeting	11:30 AM
August 6, 2026	Regular Meeting	11:30 AM
September 3, 2026	Regular Meeting	11:30 AM