



Rizzetta & Company

# **Bridgewater North Community Development District**

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**Board of Supervisors' Meeting  
March 8, 2022**

**District Office:  
2806 N. Fifth Street, Unit 403  
St. Augustine, Florida 32084  
(904) 436-6270**

# BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT AGENDA

**March 8, 2022 at 11:00 a.m.**

Offices of DR Horton  
4220 Race Track Road, St. Johns, FL 32259

<b>District Board of Supervisors</b>	Robert Porter Sarah Wicker Bradley England James Teagle Chris Williams	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Melissa Dobbins	Rizzetta & Company, Inc.
<b>District Counsel</b>	Katie Buchanan	Kutak Rock LLP
<b>Interim Engineer</b>	Timothy Adkinson	Adkinson Engineering

**All Cellular phones and pagers must be turned off while in the meeting room.  
The District Agenda is comprised of five different sections:**

The **regular** meeting will begin promptly at **11:00 a.m.** with the first section which is called **Audience Comments Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (904) 436-6270 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs and provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (904) 436-6270, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

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

# BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

March 7, 2022

Board of Supervisors  
Bridgewater North Community  
Development District

## REVISED AGENDA

Dear Board Members:

The **special** meeting of the Board of Supervisors of the Bridgewater North Community Development District will be held on **Tuesday, March 8, 2022 at 11:00 a.m.** at the Offices of DR Horton located at 4220 Race Track Road, St Johns, FL 32259. The following is the agenda for the meeting.

1. **CALL TO ROLL/ROLL CALL**
2. **PUBLIC COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Special Meeting held on October 5, 2021 ..... Tab 1
  - B. Consideration of the Minutes of the Audit Committee Meeting held on October 5, 2021..... Tab 2
  - C. Ratification of Operation & Maintenance Expenditures for September 2021, October 2021, November 2021, December 2021, and January 2022 ..... Tab 3
4. **STAFF REPORTS**
  - A. District Counsel
    1. Hopping Green & Sams to Kutak Rock Transition Update
      - a. Ratification of Approval of Hopping Green & Sams to Kutak Rock Transition Letter ..... Tab 4
    2. Consideration of Kutak Rock, LLC Retention and Fee Agreement..... Tab 5
    3. Legislative Update on Wastewater and Stormwater Needs Analysis..... Tab 6
  - B. District Engineer
  - C. District Manager
5. **BUSINESS ITEMS**
  - A. Presentation of Final Supplemental Assessment Methodology Report..... Tab 7
  - B. Consideration of Resolution 2022-02, Supplemental Assessment Resolution ..... Tab 8
  - C. Consideration of Acquisition Agreement ..... Tab 9
  - D. Consideration of Collateral Assignment ..... Tab 10

E.	Consideration of Completion Agreement .....	Tab 11
F.	Consideration of Declaration of Consent.....	Tab 12
G.	Consideration of True Up Agreement.....	Tab 13
H.	Ratification of FPL Street Light Agreement, Phase 1B and C .....	Tab 14
I.	Consideration of Resolution 2022-03, Prompt Payment Policy .....	Tab 15
<b>J.</b>	<b>Consideration of Acquisition Packages.....</b>	<b>Tab 16</b>
	<b>a. Assignment of Agreement for Land Development and Acquisition of Completed Improvements (Pool Amenity Building and Entry Feature)</b>	
	<b>b. Assignment of Agreement for Land Development and Acquisition of Completed Improvements (Phase 2, Moon Bay Extension, and Pond 1 Expansion/Modification)</b>	
	<b>c. Assignment of Agreement for Land Development and Acquisition of Completed Improvements (Phase 1A, 1B, and 1C)</b>	
	<b>d. Requisition for Acquisition of Improvements</b>	
<b>6.</b>	<b>AUDIENCE COMMENTS AND SUPERVISOR REQUEUST</b>	
<b>7.</b>	<b>ADJOURNMENT</b>	

Very truly yours,

*Melissa Dobbins*

Melissa Dobbins

Bridgewater North Community Development District

# **Tab 1**

**MEETING MINUTES**

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

**BRIDGEWATER NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the Bridgewater North Community Development District was held on **October 5, 2021 at 3:00 p.m.** at the Offices of DR Horton - Jacksonville located at 4220 Race Track Road, St. Johns FL, 32259. Following is the agenda for the meeting.

Robert Porter	<b>Board Supervisor, Chairman</b>
Sarah Wicker	<b>Board Supervisor, Vice Chairman (via teleconference)</b>
Brad England	<b>Board Supervisor, Assistant Secretary</b>
James Teagle	<b>Board Supervisor, Assistant Secretary</b>
Chris Williams	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Melissa Dobbins	<b>Regional District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Hopping Green &amp; Sams (via teleconference)</b>
Tim Adkinson	<b>Interim Engineer, Adkinson Eng., P.A. (via teleconference)</b>
Cynthia Wilhelm	<b>Bond Counsel, Nabors, Giblin &amp; Nickerson, P.A. (via teleconference)</b>

There were no audience members present.

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Porter called the meeting to order at 3:03 p.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

No audience present.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors' Regular Meeting held on August 24, 2021**

On a motion by Mr. Teagle, seconded by Mr. England, with all in favor, the Board approved the Minutes of Meeting from the Board of Supervisors' Special Meeting held on August 24, 2021 for Bridgewater North Community Development District.
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**FOURTH ORDER OF BUSINESS**

**Consideration of Operation &  
Maintenance Expenditures for July 2021  
& August 2021**

On a motion by Mr. Teagle, seconded by Mr. England, with all in favor, the Board approved Operation and Maintenance Expenditures for July 2021 in the amount of \$11,578.23 and August 2021 in the amount of \$10,095.94 for Bridgewater North Community Development District.

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**FIFTH ORDER OF BUSINESS**

**Staff Reports**

A. District Counsel  
No report.

B. Interim District Engineer  
No report.

C. District Manager  
The Board cancelled the October 26, 2021 meeting.

Ms. Dobbins presented the Tax Collector and Property Appraiser Agreements for the District to review so these agencies will assist in facilitating collecting assessments for the District.

On a motion by Mr. Teagle, seconded by Mr. England, with all in favor, the Board approved the Tax Collector agreement and the Property Appraiser Agreement for Bridgewater North Community Development District.

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**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-01,  
Delegation Resolution**

On a motion by Mr. Teagle, seconded by Mr. England, with all in favor, the Board adopted Resolution 2022-01, Delegation Resolution for Bridgewater North Community Development District.

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Ms. Dobbins provide a copy of the updated Preliminary Supplemental Assessment Report, dated October 5, 2021. She stated that it was requested the Board review this report at this time so it could be used for the PLOM. Ms. Buchanan preceded to review the tables within the report.

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board approved the Preliminary Supplemental Assessment Report, dated October 5, 2021 for Bridgewater North Community Development District.

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**SEVENTH ORDER OF BUSINESS**

**Consideration of Recommendation from  
Audit Committee**

On a motion by Mr. Teagle, seconded by Mr. England, with all in favor, the Board approved the Audit Committee's recommendation to award Auditor RFP to Berger, Toombs, Elam, Gains & Frank for Bridgewater North Community Development District.

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**EIGHTH ORDER OF BUSINESS**

**Consideration of RFQ for District  
Engineering Services**

The Board reviewed two proposals from Adkinson Engineering and JB Pro. The Board reviewed and ranked the proposals per Exhibit A.

On a motion by Mr. Teagle, seconded by Mr. England, with all in favor, the Board approved Adkinson Engineering Proposal for District Engineer and directed Staff to negotiate an agreement to bring back at a future board meeting Bridgewater North Community Development District.

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**NINTH ORDER OF BUSINESS**

**Ratification of LED Lighting Agreement  
between FPL and Bridgewater North  
CDD at Moon Bay and Phase 1**

On a motion by Mr. Teagle, seconded by Mr. England, with all in favor, the Board ratified LED Lighting Agreement with FLP at Moon Bay and Phase 1 for Bridgewater North Community Development District.

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**TENTH ORDER OF BUSINESS**

**Ratification of Fiscal Year 2021-2022  
Insurance Proposal**

Ms. Dobbins reviewed policy and noted at this time it does not include any property.

On a motion by Mr. Teagle, seconded by Mr. England, with all in favor, the Board ratified approval of Fiscal Year 2021-2022 Insurance Policy for Bridgewater North Community Development District.

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**ELEVENTH ORDER OF BUSINESS**

**Supervisor Request and  
Audience Comments**

No supervisor comments.

No audience present.

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**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Teagle, seconded by Mr. England, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 3:23 p.m. at for Bridgewater North Community Development District.



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Secretary / Assistant Secretary

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Chairman / Vice Chairman

DRAFT

**Bridgewater North Community Development District  
DE RFQ 10-5-21**

<b>Criteria</b>		<b>Max Weight in Points</b>	<b>Adkinson Engineering</b>	<b>JBPro</b>
<b>Category</b>	<b>Definition</b>			
<b>The ability &amp; adequacy of the professional personnel employed by each consultant</b>	Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc	<b>25</b>	<b>25</b>	<b>25</b>
<b>Consultant's past performance</b>	Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation of respondent; etc	<b>25</b>	<b>0</b>	<b>2</b>
<b>Geographic Location</b>	Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project	<b>20</b>	<b>20</b>	<b>15</b>
<b>The willingness to meet time and budget requirements</b>	Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.	<b>15</b>	<b>15</b>	<b>15</b>
<b>Certified Minority Business Enterprise</b>	Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none	<b>5</b>	<b>0</b>	<b>0</b>
<b>Recent, Current and Project Workloads</b>	Consider the recent, current and projected workloads of the firm.	<b>5</b>	<b>5</b>	<b>5</b>
<b>The volume of work previously awarded to each consultant by the district</b>	Consider the desire to diversify the firms that receive work from the District; etc.	<b>5</b>	<b>4</b>	<b>5</b>
<b>TOTAL SCORE</b>		<b>100</b>	<b>69</b>	<b>67</b>

## **Tab 2**

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**MINUTES OF MEETING**

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

**BRIDGEWATER NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

The Audit Committee meeting of the Bridgewater North Community Development District was held on **Tuesday, October 5, 2021 at 3:00 p.m.** at the offices of DR Horton – Jacksonville located at 4220 Race Track Road, St. Johns, FL 32059. Following is the agenda for the meeting.

Robert Porter	<b>Board Supervisor, Chairman</b>
Sarah Wicker	<b>Board Supervisor, Vice Chairman</b> (via speakerphone)
Brad England	<b>Board Supervisor, Assistant Secretary</b>
James Teagle	<b>Board Supervisor, Assistant Secretary</b>
Chris Williams	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Hopping Green &amp; Sams</b> (via speakerphone)

There were no audience members present.

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Porter called the meeting to order at 3:01 p.m. and read the roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

No audience members present.

**THIRD ORDER OF BUSINESS**

**Review, Discuss and Evaluate the**

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**Proposals Received in Response to  
the Request for Proposals for District  
Auditing Services**

The audit committee reviewed proposals from Grau & Associates and Berger, Toombs, Elam, Gaines and Frank and ranked as attached on Exhibit A.

On a motion by Mr. Teagle, seconded by Mr. England, with all in favor, the Audit Committee made the recommendation of Berger, Toombs, Elam, Gaines and Frank based on ranking for audit services for Bridgewater North Community Development District.

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**FOURTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Teagle, seconded by Mr. England, with all in favor, the Audit Committee adjourned the meeting at 3:03 p.m. for Bridgewater North Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

Bridgewater North CDD  
 Audit Proposal Review Committee Evaluation Spreadsheet  
 October 5, 2021

<b>Bidder's Name</b>	<b>Total Audit Price</b>	<b>Ability of Personnel (20 Points)</b>	<b>Proposer's Experience (20 Points)</b>	<b>Understanding Scope of Work (20 Points)</b>	<b>Ability to Furnish Required Services (20 Points)</b>	<b>Price (20 Points)</b>	<b>Total Points</b>
Berger, Toombs, Elam, Gaines & Frank	FY 2021 - \$3,250 FY 2022 - \$3,250 FY 2023 - \$3,350 FY 2024 - \$3,460 FY 2025 - \$3,460	20	20	20	20	20	100
Grau & Associates	FY 2021 - \$4,000 FY 2022 - \$4,200 FY 2023 - \$4,400 FY 2024 - \$4,600 FY 2025 - \$4,800	20	20	20	20	16	96
Committee Member's Names:							

## **Tab 3**



# BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT

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District Office · Orlando, FL 32819

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## Operation and Maintenance Expenditures September 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2021 through September 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$10,413.38**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Bridgewater North Community Development District

Paid Operation & Maintenance Expenditures  
September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CA Florida Holdings LLC dba St. Augustine Record	1022	0003367129-01	Acct #57001 Legal Advertising 07/21-08/21	481.20
CA Florida Holdings LLC dba St. Augustine Record	1022	0003368906-01	Acct #57001 Legal Advertising 07/21-08/21	1,436.00
CA Florida Holdings LLC dba St. Augustine Record	1022	0003373444-01	Acct #57001 Legal Advertising 08/21	188.48
CA Florida Holdings LLC dba St. Augustine Record	1022	0003376288-01	Acct #57001 Legal Advertising 09/21	107.70
Egis Insurance Advisors, LLC	1021	13967	General Liability/Property/POL Insurance 10/01/21 - 10/01/22	5,000.00
Rizzetta & Company, Inc.	1020	INV0000061143	District Management Fees 09/21	3,200.00
<b><u>Report Total</u></b>				<b><u>\$ 10,413.38</u></b>

# BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT

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District Office · Orlando, FL 32819

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## Operation and Maintenance Expenditures October 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2021 through October 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$3,249.78**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Bridgewater North Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Phil Lentsch dba Office Dynamics	1024	33587	Book Copy 09/21	49.78
Rizzetta & Company, Inc.	1023	INV0000061872	District Management Fees10/21	<u>3,200.00</u>
<b><u>Report Total</u></b>				<b><u>\$ 3,249.78</u></b>

# BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT

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District Office · Orlando, FL 32819

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## Operation and Maintenance Expenditures November 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2021 through November 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$5,980.23**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Bridgewater North Community Development District

Paid Operation & Maintenance Expenditures  
November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Department of Economic Opportunity	1026	85569	Special Distict Fee FY 2021/2022	\$ 175.00
Hopping Green & Sams, P.A	1027	125816	Legal Services 6/21	\$ 2,605.23
Rizzetta & Company, Inc.	1025	INV0000062563	District Management Fees11/21	<u>\$ 3,200.00</u>
<b><u>Report Total</u></b>				<b><u>\$ 5,980.23</u></b>

# BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## Operation and Maintenance Expenditures December 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2021 through December 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$4,170.61**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Bridgewater North Community Development District

Paid Operation & Maintenance Expenditures  
December 1, 2021 Through December 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams, P.A	1029	126189	Legal Services 10/21-11/21	\$ 940.46
Rizzetta & Company, Inc.	1030	INV0000060388	Office Supplies 6/10/21 District Seal	\$ 30.15
Rizzetta & Company, Inc.	1028	INV0000063144	District Management Fees12/21	<u>\$ 3,200.00</u>
<b><u>Report Total</u></b>				<b><u>\$ 4,170.61</u></b>



# BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT

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District Office · Orlando, FL 32819

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## Operation and Maintenance Expenditures January 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2022 through January 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$5,362.50**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Bridgewater North Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bradley England	1033	BE100521	Board of Supervisors Meeting 10/05/2021	\$ 200.00
Christopher Williams	1037	CW100521	Board of Supervisors Meeting 10/05/2021	\$ 200.00
Innersync Studio, Ltd. dba Campus Suite	1032	20109	CDD Implementation-Onboarding of ADA Compliant Website	\$ 1,162.50
James E Teagle	1035	JT100521	Board of Supervisors Meeting 10/05/2021	\$ 200.00
Rizzetta & Company, Inc.	1031	INV0000064588	District Management Fees1/22	\$ 3,200.00
Robert Porter	1034	BP100521	Board of Supervisors Meeting 10/05/2021	\$ 200.00
Sarah Wicker	1036	SW100521	Board of Supervisors Meeting 10/05/2021	<u>\$ 200.00</u>
<b><u>Report Total</u></b>				<b><u>\$ 5,362.50</u></b>

# Tab 4

# Hopping Green & Sams

Attorneys and Counselors

October 19, 2021

VIA EMAIL

Melissa Dobbins, District Manager

[mdobbins@rizzetta.com](mailto:mdobbins@rizzetta.com)

Robert Porter, Chairperson

[rsporter@drhorton.com](mailto:rsporter@drhorton.com)

**RE: Bridgewater North Community Development District ("Client")**

**JOINT LETTER BY HOPPING GREEN & SAMS, P.A. AND KUTAK ROCK LLP, ANNOUNCING THE DEPARTURE OF JONATHAN JOHNSON, KATIE BUCHANAN, MIKE ECKERT, TUCKER MACKIE, WES HABER, LINDSAY WHELAN, JOE BROWN, SARAH SANDY, ALYSSA WILLSON AND MICHELLE RIGONI TO KUTAK ROCK LLP**

Dear Melissa/Bob,

As of November 15, 2021, Jonathan Johnson, Katie Buchanan, Mike Eckert, Tucker Mackie, Wes Haber, Lindsay Whelan, Joe Brown, Sarah Sandy, Alyssa Willson and Michelle Rigoni (the "Special District Practice Group") will be withdrawing as attorneys from Hopping Green & Sams, P.A. ("HGS") and will be joining Kutak Rock LLP ("Kutak"). The members of the Special District Practice Group have provided services in connection with HGS's representation of the Client on the above referenced matter(s) (the "Client Matters").

In the coming months, HGS will no longer be providing legal services. Kutak is prepared to continue as the Client's legal counsel with respect to the Client Matters; however, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and all electronic files and active and closed hardcopy files (collectively, the "Files") should be transferred to Kutak.

Please select one of the following alternatives; however, please be advised that as of November 15, 2021, HGS will no longer be competent to provide legal services to the Client; accordingly, representation by HGS will cease on November 15, 2021, whether or not the Client makes an election below:

**1. ALTERNATIVE #1.** The Client asks that the Client Matters be transferred with the Special District Practice Group to their new firm, Kutak. Please transfer all Files relating to the Client Matters. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, the Special District Practice Group and their new firm, Kutak, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds and/or property to Kutak.



\_\_\_\_\_  
(Please sign if you want **Alternative #1**; [DATE]  
otherwise, do not sign on this line.)

## **Tab 5**

## RETENTION AND FEE AGREEMENT

### I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

A. Bridgewater North Community Development District (“**Client**”)  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

and

B. Kutak Rock LLP (“**Kutak Rock**”)  
PO Box 10230  
Tallahassee, FL 32302

### II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

### III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

#### **IV. FEES**

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of for calendar year 2021 are as follows:

Partners	\$285
Associates	\$255
Contract Attorneys	\$225
Paralegals	\$180

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to all hourly rates will be increased annually by \$10/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

#### **V. BILLING AND PAYMENT**

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

## **VI. DEFAULT; VENUE**

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

## **VII. CONFLICTS**

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

## **VIII. ACKNOWLEDGMENT**

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

## **IX. TERMINATION**

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

## **X. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.



**XI. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**BRIDGEWATER NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

**KUTAK ROCK LLP**

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

### KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

# **Tab 6**

**MEMORANDUM**

**TO:** DISTRICT MANAGER

**FROM:** KUTAK ROCK LLP

**RE:** WASTEWATER AND STORMWATER NEEDS ANALYSIS

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During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

**Which special districts are required to complete a needs analysis under sections 403.9301 and 403.9302, Florida Statutes?**

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.<sup>1</sup>

**What constitutes “wastewater services”?**

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of

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<sup>1</sup> Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

**What constitutes “stormwater management program or stormwater management system”?**

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

**What must the needs analysis for these services or systems include?**

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

**When must the needs analysis required be complete?**

The 20-year needs analysis must be completed by June 30, 2022.

**What happens to the needs analysis once it is complete?**

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

# **Tab 7**



Rizzetta & Company

# **Bridgewater North Community Development District**

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**Final Supplemental Special Assessment  
Allocation Report**

**Capital Improvement Revenue Bonds, Series 2022**

12750 Citrus Park Lane  
Suite 115  
Tampa, FL 33625  
[www.rizzetta.com](http://www.rizzetta.com)

February 23, 2022

BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT  
 FINAL SUPPLEMENTAL SPECIAL ASSESSMENT ALLOCATION REPORT  
 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022

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## I. INTRODUCTION

This Final Supplemental Special Assessment Allocation Report (herein the “**Report**”) is supplemental to the District’s adopted *Master Special Assessment Allocation Report*, dated May 26, 2021 (“**Master Report**”), and is being presented in anticipation of financing a portion of the District’s CIP (as described herein), by the Bridgewater North Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. The District will issue Capital Improvement Revenue Bonds, Series 2022, and Rizzetta & Company, Inc. has been retained to prepare a methodology for allocating the special assessments related to the District’s infrastructure project.

## II. DEFINED TERMS

“**CIP**” –Construction and/or acquisition of public infrastructure planned for the District, as specified in the Engineer’s Report dated July 21, 2021.

“**Developer**” – Forestar (USA) Real Estate Group, Inc., a Delaware corporation

“**District**” – Bridgewater North Community Development District

“**End User**” – The ultimate purchaser of a fully developed residential unit; typically, a resident homeowner.

“**Engineer’s Report**” – The Master Engineer’s Report for Bridgewater North Community Development District, dated July 21, 2021 prepared by Adkinson Engineering, P.A.

“**Equivalent Assessment Unit**” – (EAU) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District’s CIP on a particular land use, relative to other land uses.

“**Indentures**” – The Master Trust Indenture dated as of March 1, 2022 and the First Supplemental Trust Indenture dated as of March 1, 2022, each between the District and U.S. Bank Trust Company, National Association, as trustee.

“**Platted Units**”- Lands configured into their intended end-use and subject to a recorded plat.

“**Series 2022 Assessments**” – The special assessments, as contemplated by Chapters 190, 170, and 197, Florida Statutes, levied to secure repayment of the Series 2022 Bonds.

“**Series 2022 Bonds**” – The \$10,195,000 Bridgewater North Community Development District Capital Improvement Revenue Bonds, Series 2022.



**“Series 2022 Project”** – A portion of the District’s CIP that will be funded with the proceeds of the Series 2022 Bonds.

**“True-Up Agreement”** - The Agreement to be executed between the District and the Developer, regarding the True-Up and Payment of Series 2022 Assessments.

**“Unplatted Parcels”** – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.

### III. DISTRICT INFORMATION

Bridgewater North Community Development District was established by St. Johns County on May 18, 2022, pursuant to County Ordinance No. 2021-29. The District encompasses approximately 143.98 acres. The current development plan for the District includes approximately 800 residential units. The District is generally located southeast of County Road 210 W, north of Linda Lake Lane, east of Interstate 95 and west of undeveloped lands.

Table 1 illustrates the District’s development plan.

### IV. SERIES 2022 PROJECT

The District’s CIP includes, but is not limited to, stormwater management improvements, roadway and sidewalk improvements, water/sewer, Moon Bay Parkway extension, landscaping/entranceway, tree and wetland mitigation, CR210 and Moon Bay Parkway traffic signal, County Road 210 Roadway and recreation facilities. The total CIP is estimated to cost \$21,088,691 as shown in detail on Table 2. The estimated construction costs of the CIP identified above were provided by the District’s engineer in the Engineer’s Report. The District is issuing the Series 2022 Bonds to fund a portion of the CIP, with the balance funded by the Developer.

### V. SERIES 2022 BONDS AND SERIES 2022 ASSESSMENTS

In order to provide for the Series 2022 Project funding described in Section IV above, the District will issue the Series 2022 Bonds in the principal amount of \$10,195,000, which will be secured by the pledged revenues from Series 2022 Assessments. The Series 2022 Assessments will initially be levied in the estimated principal amount of \$10,195,000 and shall be structured in the same manner as the Series 2022 Bonds, so that revenues from the Series 2022 Assessments are sufficient to fulfill the debt service requirements for the Series 2022 Bonds.

The Series 2022 Bonds will be structured as amortizing current-interest bonds, with the repayment occurring in annual installments of principal and interest. Interest payments dates shall occur every May 1 and November 1 beginning November 1, 2022 until final maturity on May 1, 2052. Interest will be capitalized through November 1, 2022, with the first installment of principal due on May 1, 2023. The annual principal payment will be due each May 1 thereafter until final maturity with a maximum annual debt service of \$582,800.



It is expected that the Series 2022 Assessments will initially be levied on the gross acreage of the entire District and will only be assigned to lots once the lots are platted. Once lots are platted, Series 2022 Assessment installments assigned to the Platted Units will be collected via the St. Johns County property tax bill process (Uniform Method)<sup>1</sup>. Accordingly, the Series 2022 Assessments have been adjusted to allow for current county collection costs and the possibility that landowners will avail themselves of early payment discounts. Currently, the aggregate rate for such costs and discounts is 6.0%, but this may fluctuate as provided by law. The Unplatted Parcels are expected to be collected directly by the District and will not include any county collection costs or early payment discounts. However, for purposes of this report, all units are inclusive of the associated costs and discounts for presentation purposes only.

## **VI. SERIES 2022 ASSESSMENT ALLOCATION**

The Series 2022 Assessments are expected to ultimately be allocated to all 800 Platted Units, as shown on Table 5. The Series 2022 Assessments are allocated based on an EAU methodology, as defined in this Report, and as allocated, the Series 2022 Assessments fall within the cost/benefit thresholds and are fairly and reasonably allocated among the different product types.

### **A. The Series 2022 Assessments**

Table 5 reflects the Series 2022 Assessments per Platted Unit. The Series 2022 Assessments will initially be levied on all of the gross acres in the District on an equal assessment per acre basis, but as land is either sold in bulk to third parties, or as land is platted or otherwise subdivided into Platted Units, the Series 2022 Assessments will be assigned to the gross acres as described in the Master Report or assigned to those Platted Units at the per-unit amounts described in Table 5, on a first platted and first assigned basis, thereby reducing the Series 2022 Assessments encumbering the Unplatted Parcels by a corresponding amount. The Series 2022 Bonds and the Series 2022 Assessments are expected to be assigned to all 800 Platted Units.

As allocated, the Series 2022 Assessments fall within the cost/benefit thresholds, as well as the Maximum Assessment levels, established by the Master Report, and are fairly and reasonably allocated among the different product types.

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<sup>1</sup> The ultimate collection procedure is subject to District approval. Nothing herein should be construed as mandating collections that conflict with the terms, privileges, and remedies provided in the Indentures, Florida law, assessment resolutions, and/or other applicable agreements.



In the event an Unplatted Parcel is sold to a party not affiliated with the Developer, the Series 2022 Assessments will be assigned to that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Developer to that Unplatted Parcel. The owner of that Unplatted Parcel will be responsible for the total assessments applicable to the Unplatted Parcel, regardless of the total number of Platted Units ultimately platted. These total assessments are fixed to the Unplatted Parcel at the time of the sale. If the Unplatted Parcel is subsequently subdivided into smaller parcels, the total assessments initially allocated to the Unplatted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per acre until platting).

The Series 2022 Assessment Roll is located on page A-5.

## **VII. PREPAYMENT AND TRUE UP OF SERIES 2022 ASSESSMENTS**

The Series 2022 Assessments encumbering a parcel may be prepaid in full at any time, without penalty, together with interest at the rate on the corresponding Series 2022 Bonds to the bond interest payment date that is more than forty-five (45) days next succeeding the date of prepayment. Notwithstanding the preceding provisions, the District does not waive the right to assess penalties which would otherwise be permissible if the parcel being prepaid is subject to an assessment delinquency.

Because this methodology assigns defined, fixed assessments to Platted Units, the District's Series 2022 Assessment program is predicated on the development of lots in the manner described in Table 1. However, if a change in development results in net decrease in the overall principal amount of assessments able to be assigned to the units described in Table 1, then a true-up, or principal reduction payment, will be required to cure the deficiency ("True Up Payment"). As the acreage within the District is developed, it will be platted. At such time as a plat is presented to the District and continuing at each time when a subsequent plat is presented to the District (each such date being a "True-Up Date"), the District shall determine if the debt per acre remaining on the unplatted, developable land is greater than the debt per acre of such land at the time of imposition of the initial assessment and, if it is, a True-Up Payment in the amount of such excess, plus accrued interest, shall become due and payable by the Developer in that tax year, prior to the time the plat is recorded, in accordance with this Report. The District will ensure collection of such amounts in a timely manner in order to meet its debt service obligations and, in all cases, the Developer and/or applicable landowner agrees that such payments shall be made in order to ensure the District's timely payments of the debt services obligations on the Series 2022 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. For further detail and definitions related to the true-up process, please refer to the True-Up Agreement expected to be entered into between the District and the Developer. Similarly, if a reconfiguration of lands would result in the collection of substantial excess assessment revenue in the aggregate, then the District shall undertake a pro rata reduction of assessments for all assessed properties.



**VIII. ADDITIONAL STIPULATIONS**

Certain financing, development, and engineering data was provided by members of District staff, including the District's engineer, District's underwriter and the Developer. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Rizzetta & Company, Inc., does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the District with financial advisory services or offer investment advice in any form.



Rizzetta & Company

**EXHIBIT A:**

**ALLOCATION METHODOLOGY**



Rizzetta & Company

**BRIDGEWATER NORTH  
 COMMUNITY DEVELOPMENT DISTRICT  
 SUPPLEMENTAL SPECIAL ASSESSMENT ALLOCATION REPORT  
 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022**

**TABLE 1: SERIES 2022 DEVELOPMENT PLAN**

PRODUCT	TOTAL	
TOWNHOMES	800	Units
<b>TOTAL:</b>	<b>800</b>	

**BRIDGEWATER NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
SUPPLEMENTAL SPECIAL ASSESSMENT ALLOCATION REPORT  
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022**

**TABLE 2: CIP COST DETAIL**

<b>COSTS</b>	<b>TOTAL</b>
Stormwater Management	\$6,304,255.06
Roadways and Sidewalks	\$2,004,421.89
Wastewater Collection	\$1,953,828.12
Potable Water	\$1,477,632.16
Moon Bay Parkway	\$791,808.39
Moon Bay Parkway Extension	\$547,200.00
Landscaping	\$2,239,560.58
Entry Signage, Fencing & Fountains	\$697,080.00
Amenity	\$2,910,000.00
Tree Mitigation	\$632,735.00
Wetland Mitigation	\$563,832.00
CR 210 & Moon Bay Parkway Traffic Signal	\$678,325.00
County Road 210 Roadway	\$288,012.56
<b>Total Costs</b>	<b>\$21,088,690.76</b>
Total CIP estimated to be Series 2022 Project funded by Series 2022 Bonds	\$9,386,728.76
Additional Construct Costs Funded by Developer, Future Bonds or Other Sources	\$11,701,962.00
<b>Total Current District Costs</b>	<b>\$21,088,690.76</b>

NOTE: Infrastructure cost estimates provided by District Engineer.



**BRIDGEWATER NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
SUPPLEMENTAL SPECIAL ASSESSMENT ALLOCATION REPORT  
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022**

**TABLE 4: FINANCING INFORMATION - SERIES 2022 BONDS**

Issuance Date		3/10/2022	
Final Maturity		11/1/2051	
Average Coupon Rate		3.959%	
Maximum Annual Debt Service ("MADS")		\$582,800.00	
<b>SOURCES:</b>			
	<b>PAR AMOUNT</b>	<b>\$10,195,000.00</b>	
	Premium	\$106,491.95	
	Total Net Proceeds	<u>\$10,301,491.95</u>	
<b>USES:</b>			
	Construction Account	(\$9,386,728.76)	
	Debt Service Reserve Fund	(\$291,400.00)	
	Capitalized Interest (through 11/1/2022)	(\$252,150.94)	(1)
	Cost of Issuance	(\$167,750.00)	
	Underwriter's Discount	<u>(\$203,390.25)</u>	
	Total Uses	(\$10,301,419.95)	

Source: District Underwriter  
(1) 50% of MADS

**TABLE 5: FINANCING INFORMATION - SERIES 2022 ASSESSMENTS**

Maximum Interest Rate		3.959%	
<b>Aggregate Initial Principal Amount</b>		<b>\$10,195,000</b>	
Aggregate Annual Installment		\$582,800.00	(1)
Estimated County Collection Costs	2%	\$12,400.00	(2)
Estimated Early Payment Discounts	4%	<u>\$24,800.00</u>	(2)
Estimated Total Annual Installment		\$620,000.00	

(1) Based on MADS for the Maximum Bonds.  
(2) May vary as provided by law.

**BRIDGEWATER NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
SUPPLEMENTAL SPECIAL ASSESSMENT ALLOCATION REPORT  
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022**

**TABLE 6: ASSESSMENT ALLOCATION - SERIES 2022 ASSESSMENTS <sup>(1)</sup>**

<b>PRODUCT</b>	<b>UNITS</b>	<b>EAU</b>	<b>PRODUCT TOTAL PRINCIPAL <sup>(2)</sup></b>	<b>PER UNIT PRINCIPAL</b>	<b>PRODUCT ANNUAL INSTLMT. <sup>(2)(3)</sup></b>	<b>PER UNIT INSTLMT. <sup>(3)</sup></b>
TOWNHOMES	800	1.00	\$10,195,000.00	\$12,743.75	\$620,000.00	\$775.00
<b>TOTAL</b>	<b>800</b>		<b>\$10,195,000.00</b>		<b>\$620,000.00</b>	

(1) Allocation of Series 2022 Assessments based on the existing EAU methodology from the Master Report.

(2) Product total shown for illustrative purposes and will be fixed at time of platting.

(3) Includes estimated St. Johns County collection costs and early payment discounts, which may fluctuate.

**BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT LIEN ROLL  
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022**

<b>Parcel</b>	<b>Acreage</b>	<b>Series 2022 Principal</b>	<b>Series 2022 Annual Installment</b>
See attached legal description	1	\$70,852.73/acre	\$4,308.85/acre
<b>TOTALS</b>	<b>143.89</b>	<b>\$10,195,000.00</b>	<b>\$620,000.00</b>

Exhibit A  
Bridgewater North CDD

LEGAL DESCRIPTION:

A PORTION OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 16, THENCE S89°21'11"W, ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 2319.38 FEET TO THE WEST LINE OF SAID SECTION 16; THENCE N01°05'33"W, ALONG SAID WEST LINE, A DISTANCE OF 1315.78 FEET; THENCE N89°03'24"E, DEPARTING SAID WEST LINE, A DISTANCE OF 254.98 FEET TO A POINT ON A LINE BEING DESCRIBED IN A BOUNDARY LINE AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 837, PAGE 599 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG SAID LINE DESCRIBED IN SAID BOUNDARY LINE AGREEMENT, THE FOLLOWING FIVE (5) COURSES: COURSE ONE (1): N01°23'57"W, 446.68 FEET; COURSE TWO (2): N29°31'47"W, 568.90 FEET; COURSE THREE (3): N82°10'13"W, 272.28 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 270.30 FEET; COURSE FOUR (4): NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N75°07'06"W, 66.37 FEET; COURSE FIVE (5): S02°37'36"E, DEPARTING SAID CURVE, A DISTANCE OF 33.90 FEET TO A POINT ON THE SOUTH LINE OF C.E. WILSON ROAD (A PRIVATE 50' RIGHT OF WAY AS SHOWN ON A MAP BY RICARDO EDRALIN, REGISTERED LAND SURVEYOR NUMBER 3274, DATED 6-1986), SAID POINT LYING ON A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 295.30 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 84.45 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N62°35'12"W, 84.16 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE N54°23'38"W, ALONG SAID SOUTH LINE OF C.E. WILSON, A DISTANCE OF 305.47 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3962, PAGE 1271 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N57°41'05"W, ALONG THE NORTHEASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 301.05 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A 100' RIGHT OF WAY AS NOW ESTABLISHED); THENCE N36°29'44"E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 80.21 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 1020 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S57°41'05"E, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 297.50 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE S54°23'38"E, CONTINUING ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 72.61 FEET TO THE EAST LINE OF LAST SAID LANDS; THENCE N36°29'44"E, ALONG SAID EAST LINE, A DISTANCE OF 376.20 FEET TO THE NORTHEAST CORNER OF LAST SAID LANDS, SAID NORTHEAST CORNER BEING ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1863, PAGE 241 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S71°52'01"E, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 72.40 FEET TO AN ANGLE POINT IN LAST SAID SOUTH LINE; THENCE S51°18'07"E, CONTINUING ALONG LAST SAID SOUTH LINE, A DISTANCE OF 204.27 FEET TO THE NORTH LINE OF THE SOUTHEAST <sup>1</sup>/<sub>4</sub> SAID SECTION 16; THENCE N89°50'03"E, ALONG SAID NORTH LINE, A DISTANCE OF 2428.89 FEET TO THE EAST LINE OF SAID SECTION 16; THENCE S01°06'39"E, ALONG LAST SAID EAST LINE, A DISTANCE OF 2655.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 143.89 ACRES, MORE OR LESS.

# Tab 8

**RESOLUTION 2022-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022; CONFIRMING THE DISTRICT'S PROVISION OF SERIES 2022 PROJECT; MAKING CERTAIN FINDINGS AND CONFIRMING ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE SERIES 2022 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2022 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, the Bridgewater North Community Development District ("District"), has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

**WHEREAS**, the District's Board of Supervisors ("Board"), has previously adopted, after notice and public hearing, Resolution 2021-34, relating to the imposition, levy, collection and enforcement of such special assessments; and

**WHEREAS**, pursuant to and consistent with the terms of Resolution 2021-34, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with a series of bonds and the terms of the bond issue;

**WHEREAS**, on February 23, 2022, the District entered into a Bond Purchase Contract whereby it agreed to sell \$10,195,000 of its Capital Improvement Revenue Bonds, Series 2022 ("Series 2022 Bonds"); and

**WHEREAS**, pursuant to and consistent with Resolution 2021-34, the District desires to set forth the particular terms of the sale of the Series 2022 Bonds and to confirm the liens of the levy of special assessments securing the Series 2022 Bonds.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

**SECTION 1. INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation, Chapters 170, 190 and 197, *Florida Statutes*, and Resolution 2022-34.

**SECTION 3. MAKING CERTAIN FINDINGS; APPROVING THE ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

(a) On August 21, 2021, the District, after due notice and public hearing, adopted Resolution 2021-34, which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. That Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution will be adopted to set forth the specific terms of each series of the bonds and certify the amount of the liens of the special assessments securing any portion of the bonds, including interest, cost of issuance, the number of payments due, any true-up amounts and the application of any true-up proceeds.

(b) The *Master Engineer's Report*, dated July 21, 2021, attached to this Resolution as **Exhibit A** ("Engineer's Report" or "Improvement Plan"), identifies and describes the presently expected components of the infrastructure improvements for the project to be financed all or in part with the Series 2022 Bonds ("Improvements"), and the estimated costs of the Improvements, ("Series 2022 Project"), as \$21,088,691.26. The District hereby confirms that the Series 2022 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2022 Bonds.

(c) The *Final Supplemental Special Assessment Allocation Report, Capital Improvement Revenue Bonds, Series 2022*, dated February 23, 2022, attached to this Resolution as **Exhibit B** ("Supplemental Assessment Report"), applies the *Master Special Assessment Allocation Report*, dated May 26, 2021 ("Master Assessment Report"), for the District to the Improvements and the actual terms of the Series 2022 Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Series 2022 Bonds.

(d) The Series 2022 Project will specially benefit a portion of certain property within the District ("Series 2022 Assessment Area"), a legal description of which is attached hereto as **Exhibit C**. It is reasonable, proper, just and right to assess the costs of the Series 2022 Project financed with the Series 2022 Bonds to the specially-benefited properties within the District as set forth in Resolution 2022-34, and this Resolution.

**SECTION 4. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2022 BONDS.** As provided in Resolution 2022-34, this Resolution is intended to set forth the terms of the Series 2022 Bonds and the final amount of the lien of the special assessments securing those bonds. The Series 2022 Bonds, in a par amount of \$10,195,000, shall bear such rates of interest

and maturity as shown on **Exhibit D** attached hereto. The final payment on the Series 2022 Bonds shall be due on November 1, 2052. The estimated sources and uses of funds of the Series 2022 Bonds shall be as set forth in **Exhibit E**. The debt service due on the Series 2022 Bonds is set forth on **Exhibit F** attached hereto. The lien of the special assessments securing the Series 2022 Bonds on the Series 2022 Assessment Area shall be the principal amount due on the Series 2022 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Series 2022 Bonds are secured solely by the lien against the Series 2022 Assessment Area.

#### **SECTION 5. ALLOCATION OF ASSESSMENTS SECURING SERIES 2022 BONDS.**

(a) The special assessments for the Series 2022 Bonds (“Series 2022 Assessments”), shall be allocated in accordance with **Exhibit B**, which allocation shall initially be on an acreage basis and further allocated as lands are platted. The Supplemental Assessment Report is consistent with the Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2022 Bonds. The estimated costs of collection of the Series 2022 Assessments for the Series 2022 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the Series 2022 Assessments includes all property within the Series 2022 Assessment Area, and as such land is ultimately defined and set forth in any plats, certificates of occupancy or other designations of developable acreage. It is intended that as lots are platted, the Series 2022 Assessments will be assigned to the 364 platted lots located within the Series 2022 Assessment Area of the Improvement Plan.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the *Master Trust Indenture* and *First Supplemental Trust Indenture*, both dated as of March 1, 2022, the District shall begin annual collection of the Series 2022 Assessments using the methods available to it by law. Debt service payments and semi-annual installments of interest are reflected on **Exhibit F**.

(d) The District hereby certifies the Series 2022 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by St. Johns County and Florida law for collection. The District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Series 2022 Assessments and present same to the Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect the Series 2022 Assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service.

**SECTION 6. APPROVAL OF TRUE-UP PROCESS AND APPLICATION OF TRUE-UP PAYMENTS.** Pursuant to Resolution 2022-34, there may be required from time to time certain true-up payments. As parcels of land are included in a plat or certificate of occupancy, the Series 2022 Assessments shall be allocated as set forth in Resolution 2022-34, this Resolution, and the Supplemental Assessment Report, including, without limitation, the application of the true-up



process set forth in the Supplemental Assessment Report. The District shall apply all true-up payments related to the Series 2022 Bonds only to the credit of the Series 2022 Bonds. All true-up payments, as well as all other prepayments of Series 2022 Assessments, shall be deposited into the accounts specified in the *First Supplemental Trust Indenture* governing the Series 2022 Bonds.

**SECTION 7. IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the special assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Series 2022 Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

**SECTION 8. OTHER PROVISIONS REMAIN IN EFFECT.** This Resolution is intended to supplement Resolution 2022-34, which remains in full force and effect. This Resolution and Resolution 2022-34, shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**SECTION 9. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record a Notice of Series 2022 Special Assessments in the Official Records of St. Johns County, Florida, or such other instrument evidencing the actions taken by the District.

**SECTION 10. SEVERABILITY.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 11. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

*[Remainder of this page left intentionally blank]*

**APPROVED** and **ADOPTED** this 8<sup>th</sup> day of March, 2022.

ATTEST:

**BRIDGEWATER NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary

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Chairperson, Board of Supervisors

- Exhibit A** *Master Engineer's Report, dated July 21, 2021*  
**Exhibit B** *Final Supplemental Special Assessment Allocation Report, Capital Improvement Revenue Bonds, Series 2022, dated February 23, 2022*  
**Exhibit C** Legal Description  
**Exhibit D** Maturities and Coupons of Series 2022 Bonds  
**Exhibit E** Sources and Uses of Funds for Series 2022 Bonds  
**Exhibit F** Annual Debt Service Payment Due on Series 2022 Bonds

**EXHIBIT A**

*Master Engineer's Report, dated July 21, 2021*

# **MASTER ENGINEER'S REPORT**

**Bridgewater North Community Development District**

Prepared for:

**BOARD OF SUPERVISORS  
BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT**

ENGINEER:

Timothy Adkinson, PE  
Adkinson Engineering, P.A.  
Jacksonville, FL

July 21, 2021

# Bridgewater North Community Development District

## MASTER 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 Bridgewater North Community Development District (the "District").

### 2. GENERAL SITE DESCRIPTION

The District is located entirely within unincorporated St. John's County, Florida, and covers approximately 143.89 acres of land, more or less. **Exhibit A** depicts the boundaries of the District. The site is generally located southeast of County Road 210. Currently, there are limited improvements within the District boundaries consisting of a shared access road and a residential structure.

### 3. CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the lands within the District, which are planned for 800 residential units. The CIP is intended to be developed in two phases, and over a two-year period from 2020 through 2022. The proposed site plan for the District is attached as **Exhibit B** to this report, and the plan enumerates the proposed lot count for the District. The following charts show the planned product types and land uses for the District:

#### LOT SUMMARY

Phase 1: 364 units

Phase 2: 436 units

Total: 800 units

#### TRACT DESIGNATION TABLE

Tract Use	Maintenance Entity	Acreage
Drainage Area	CDD	15.41
Common Area	CDD	14.24
Parks	CDD	11.36
Amenity Area	CDD	0.61
Wastewater Lift Station	JEA	0.17
Right of Way	CDD	15.06
Townhome Lots	Homeowner	38.66
Wetland conservation Area	CDD	43.25
Public ROW	St. John's County	5.13

The CIP infrastructure includes:

**Roadway Improvements:**

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way. There is also a St. John's County Minor Collector Road (Moon Bay Parkway). Approximately 2,800 linear feet of Moon Bay Parkway will be constructed and dedicated to St. John's County. All roads will be designed in accordance with County standards.

All internal roadways may be financed by the District. Moon Bay Parkway will be dedicated to St. John's County for ownership, operation, and maintenance. The interior subdivision roads will be owned and maintained by the CDD.

**Stormwater Management System:**

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. Most of the stormwater system within the project discharges to Sampson Creek running between Phases 1 and 2 of the District property. The stormwater system has been designed consistent with the criteria established by the St. Johns River Water Management District and St. Johns County, for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception that the County will own, operate, and maintain the inlets and storm sewer systems within the Moon Bay Parkway right-of-way.

**Water and Wastewater Utilities:**

As part of the CIP, the District intends to construct water and wastewater infrastructure. In particular, the on-site water supply improvements include water mains that will be located within right-of-ways and used for potable water service and fire protection. Water main connections will be made at a water main within the County Road 210 right-of-way adjacent to the District boundary.

Wastewater improvements for the project will include an onsite 8" diameter gravity collection system, offsite and onsite 6" and 8" force mains and two onsite lift stations. The offsite force main connection will be made at a force main within the County Road 210 right-of-way adjacent to the District boundary.

The water distribution and wastewater collection systems for all phases will be completed by the District and then dedicated to JEA for operation and maintenance.

There are no utility impact fee credits assigned to the District property.

**Hardscape, Landscape, and Irrigation:**

Either the Developer or the District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. To the extent Hardscape/Landscape/Irrigation improvements are financed and constructed by the District, such improvements are to be maintained by the District.

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.

**Recreational Amenities:**

The project developer also intends to construct an amenity center, parks, and other recreational areas for the development. These improvements will be funded by the developer and, upon completion, turned over to a homeowners' association for ownership, operation, and maintenance. All such improvements are considered common elements for the benefit of the landowners within the District.

**Professional Services:**

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

As noted, the District's CIP functions as a system of improvements benefitting all lands within the District.

All of the foregoing improvements are required by applicable development approvals. Note that there are no impact fee or similar credits available from the construction of any such improvements.

**4. PERMITTING/CONSTRUCTION COMMENCEMENT**

All necessary permits for the construction of the CIP have either been obtained or will be obtained in the normal course of business. A comprehensive list of permits and status is included as **Exhibit C**.

**5. OPINION OF PROBABLE CONSTRUCTION COSTS**

The table below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in this table are reasonable and consistent with market pricing.

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

<b>Improvement Category</b>	<b>Total Cost</b>	<b>Funded By</b>	<b>Owned By</b>	<b>Operated/ Maintained By</b>
Stormwater Management	\$6,304,255.06	CDD	CDD	CDD
Roadways and Sidewalks	\$2,004,421.89	CDD	CDD	CDD
Wastewater Collection	\$1,953,828.12	CDD	JEA	JEA
Potable Water	\$1,477,632.16	CDD	JEA	JEA
Moon Bay Parkway	\$791,808.39	CDD	SJC	SJC
Moon Bay Parkway Ext.	\$547,200.00	CDD	SJC	SJC
Landscaping	\$2,239,560.58	CDD	CDD	CDD
Entry Signage, Fencing & Fountains	\$697,080.00	CDD	CDD	CDD

Amenity	\$2,910,000.00	CDD	CDD	CDD
Tree mitigation	\$632,735.00	CDD	CDD	CDD
Wetland Mitigation	\$563,832.00	CDD	CDD	CDD
CR 210 & Moon Bay Parkway Traffic Signal	\$678,325.00	CDD	SJC	SJC
County Road 210 Roadway	\$288,012.56	CDD	SJC	SJC
<b>Total</b>	<b>\$21,088,691.26</b>			

\* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

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.

The cost estimates provided are reasonable to complete the required improvements and it is our professional opinion that the infrastructure improvements comprising the CIP will serve as a system of improvements that benefit and add value to all lands within the District. The cost estimates are based on prices currently being experienced in Northeast Florida. Actual costs may vary depending on final engineering and approvals from regulatory agencies. It is further our opinion that the improvement plan is feasible, that there are no technical reasons existing at this time that would prevent the implementation of the CIP, and that it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.

It is our opinion that: (1) the estimated cost of the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) that the CIP is feasible; and (3) that the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

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 800 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.

Date: \_\_\_\_\_

\_\_\_\_\_

Timothy L. Adkinson, PE

FL License No. 53964



**EXHIBIT B**

*Final Supplemental Special Assessment Allocation Report, Capital Improvement Revenue Bonds,  
Series 2022, dated February 23, 2022*


**EXHIBIT C**  
Legal Description

**LEGAL DESCRIPTION:**

A PORTION OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 16, THENCE S89°21'11"W, ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 2319.38 FEET TO THE WEST LINE OF SAID SECTION 16; THENCE N01°05'33"W, ALONG SAID WEST LINE, A DISTANCE OF 1315.78 FEET; THENCE N89°03'24"E, DEPARTING SAID WEST LINE, A DISTANCE OF 254.98 FEET TO A POINT ON A LINE BEING DESCRIBED IN A BOUNDARY LINE AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 837, PAGE 599 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG SAID LINE DESCRIBED IN SAID BOUNDARY LINE AGREEMENT, THE FOLLOWING FIVE (5) COURSES: COURSE ONE (1): N01°23'57"W, 446.68 FEET; COURSE TWO (2): N29°31'47"W, 568.90 FEET; COURSE THREE (3): N82°10'13"W, 272.28 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 270.30 FEET; COURSE FOUR (4): NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N75°07'06"W, 66.37 FEET; COURSE FIVE (5): S02°37'36"E, DEPARTING SAID CURVE, A DISTANCE OF 33.90 FEET TO A POINT ON THE SOUTH LINE OF C.E. WILSON ROAD (A PRIVATE 50' RIGHT OF WAY AS SHOWN ON A MAP BY RICARDO EDRALIN, REGISTERED LAND SURVEYOR NUMBER 3274, DATED 6-1986), SAID POINT LYING ON A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 295.30 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 84.45 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N62°35'12"W, 84.16 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE N54°23'38"W, ALONG SAID SOUTH LINE OF C.E. WILSON, A DISTANCE OF 305.47 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3962, PAGE 1271 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N57°41'05"W, ALONG THE NORTHEASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 301.05 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A 100' RIGHT OF WAY AS NOW ESTABLISHED); THENCE N36°29'44"E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 80.21 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 1020 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S57°41'05"E, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 297.50 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE S54°23'38"E, CONTINUING ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 72.61 FEET TO THE EAST LINE OF LAST SAID LANDS; THENCE N36°29'44"E, ALONG SAID EAST LINE, A DISTANCE OF 376.20 FEET TO THE NORTHEAST CORNER OF LAST SAID LANDS, SAID NORTHEAST CORNER BEING ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1863, PAGE 241 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S71°52'01"E, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 72.40 FEET TO AN ANGLE POINT IN LAST SAID SOUTH LINE; THENCE S51°18'07"E, CONTINUING ALONG LAST SAID SOUTH LINE, A DISTANCE OF 204.27 FEET TO THE NORTH LINE OF THE SOUTHEAST ¼ SAID SECTION 16; THENCE N89°50'03"E, ALONG SAID NORTH LINE, A DISTANCE OF 2428.89 FEET TO THE EAST LINE OF SAID SECTION 16; THENCE S01°06'39"E, ALONG LAST SAID EAST LINE, A DISTANCE OF 2655.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 143.89 ACRES, MORE OR LESS.

	JOB NO. 1710.002	SCALE AS SHOWN	BRIDGEWATER ST. JOHNS CO., FL PREPARED FOR 	<b>ADKINSON</b> ENGINEERING 6000 ST. AUGUSTINE ROAD, SUITE 300 JACKSONVILLE, FLORIDA 32217 PHONE (904) 981-0208
	DATE 12/15/2020	TITLE LEGAL DESCRIPTION		

**EXHIBIT D**  
Maturities and Coupons of Series 2022 Bonds

**BOND PRICING**

Bridgewater North Community Development District  
Capital Improvement Revenue Bonds, Series 2022

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Call Date	Call Price
Term 1:	05/01/2027	1,010,000	3.125%	3.125%	100.000		
Term 2:	05/01/2032	1,200,000	3.500%	3.500%	100.000		
Term 3:	05/01/2042	3,200,000	4.000%	3.750%	102.089 C	05/01/2032	100.000
Term 4:	05/01/2052	4,785,000	4.000%	3.900%	100.827 C	05/01/2032	100.000
		10,195,000					

Dated Date	03/10/2022	
Delivery Date	03/10/2022	
First Coupon	11/01/2022	
Par Amount	10,195,000.00	
Premium	106,419.95	
Production	10,301,419.95	101.043845%
Underwriter's Discount	-203,390.25	-1.995000%
Purchase Price	10,098,029.70	99.048845%
Accrued Interest		
Net Proceeds	10,098,029.70	

**EXHIBIT E**  
Sources and Uses of Funds for Series 2022 Bonds

**SOURCES AND USES OF FUNDS**

Bridgewater North Community Development District  
Capital Improvement Revenue Bonds, Series 2022

Sources:

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<b>Bond Proceeds:</b>	
Par Amount	10,195,000.00
Premium	106,419.95
	10,301,419.95
	10,301,419.95

Uses:

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<b>Other Fund Deposits:</b>	
DSRF (50% MADS)	291,400.00
Capitalized Interest Fund (through 11/1/2022)	252,150.94
	543,550.94
 <b>Delivery Date Expenses:</b>	
Cost of Issuance	167,750.00
Underwriter's Discount	203,390.25
	371,140.25
 <b>Other Uses of Funds:</b>	
Construction Fund	9,386,728.76
	10,301,419.95
	10,301,419.95

**EXHIBIT F**  
Annual Debt Service Payment Due on Series 2022 Bonds

BOND DEBT SERVICE

Bridgewater North Community Development District  
Capital Improvement Revenue Bonds, Series 2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2022			252,150.94	252,150.94	252,150.94
05/01/2023	190,000	3.125%	196,481.25	386,481.25	
11/01/2023			193,512.50	193,512.50	579,993.75
05/01/2024	195,000	3.125%	193,512.50	388,512.50	
11/01/2024			190,465.63	190,465.63	578,978.13
05/01/2025	200,000	3.125%	190,465.63	390,465.63	
11/01/2025			187,340.63	187,340.63	577,806.26
05/01/2026	210,000	3.125%	187,340.63	397,340.63	
11/01/2026			184,059.38	184,059.38	581,400.01
05/01/2027	215,000	3.125%	184,059.38	399,059.38	
11/01/2027			180,700.00	180,700.00	579,759.38
05/01/2028	225,000	3.500%	180,700.00	405,700.00	
11/01/2028			176,762.50	176,762.50	582,462.50
05/01/2029	230,000	3.500%	176,762.50	406,762.50	
11/01/2029			172,737.50	172,737.50	579,500.00
05/01/2030	240,000	3.500%	172,737.50	412,737.50	
11/01/2030			168,537.50	168,537.50	581,275.00
05/01/2031	250,000	3.500%	168,537.50	418,537.50	
11/01/2031			164,162.50	164,162.50	582,700.00
05/01/2032	255,000	3.500%	164,162.50	419,162.50	
11/01/2032			159,700.00	159,700.00	578,862.50
05/01/2033	265,000	4.000%	159,700.00	424,700.00	
11/01/2033			154,400.00	154,400.00	579,100.00
05/01/2034	275,000	4.000%	154,400.00	429,400.00	
11/01/2034			148,900.00	148,900.00	578,300.00
05/01/2035	290,000	4.000%	148,900.00	438,900.00	
11/01/2035			143,100.00	143,100.00	582,000.00
05/01/2036	300,000	4.000%	143,100.00	443,100.00	
11/01/2036			137,100.00	137,100.00	580,200.00
05/01/2037	310,000	4.000%	137,100.00	447,100.00	
11/01/2037			130,900.00	130,900.00	578,000.00
05/01/2038	325,000	4.000%	130,900.00	455,900.00	
11/01/2038			124,400.00	124,400.00	580,300.00
05/01/2039	340,000	4.000%	124,400.00	464,400.00	
11/01/2039			117,600.00	117,600.00	582,000.00
05/01/2040	350,000	4.000%	117,600.00	467,600.00	
11/01/2040			110,600.00	110,600.00	578,200.00
05/01/2041	365,000	4.000%	110,600.00	475,600.00	
11/01/2041			103,300.00	103,300.00	578,900.00
05/01/2042	380,000	4.000%	103,300.00	483,300.00	
11/01/2042			95,700.00	95,700.00	579,000.00
05/01/2043	395,000	4.000%	95,700.00	490,700.00	
11/01/2043			87,800.00	87,800.00	578,500.00
05/01/2044	415,000	4.000%	87,800.00	502,800.00	
11/01/2044			79,500.00	79,500.00	582,300.00
05/01/2045	430,000	4.000%	79,500.00	509,500.00	
11/01/2045			70,900.00	70,900.00	580,400.00
05/01/2046	450,000	4.000%	70,900.00	520,900.00	
11/01/2046			61,900.00	61,900.00	582,800.00
05/01/2047	465,000	4.000%	61,900.00	526,900.00	
11/01/2047			52,600.00	52,600.00	579,500.00
05/01/2048	485,000	4.000%	52,600.00	537,600.00	
11/01/2048			42,900.00	42,900.00	580,500.00
05/01/2049	505,000	4.000%	42,900.00	547,900.00	
11/01/2049			32,800.00	32,800.00	580,700.00

**BOND DEBT SERVICE**

**Bridgewater North Community Development District  
Capital Improvement Revenue Bonds, Series 2022**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>
05/01/2050	525,000	4.000%	32,800.00	557,800.00	
11/01/2050			22,300.00	22,300.00	580,100.00
05/01/2051	545,000	4.000%	22,300.00	567,300.00	
11/01/2051			11,400.00	11,400.00	578,700.00
05/01/2052	570,000	4.000%	11,400.00	581,400.00	
11/01/2052					581,400.00
	10,195,000		7,460,788.47	17,655,788.47	17,655,788.47

## **Tab 9**



**AGREEMENT BETWEEN BRIDGEWATER NORTH COMMUNITY  
DEVELOPMENT DISTRICT AND FORESTAR (USA) REAL ESTATE  
GROUP, INC. REGARDING THE ACQUISITION OF CERTAIN WORK  
PRODUCT, IMPROVEMENTS AND REAL PROPERTY**

**SERIES 2022 BONDS**

THIS ACQUISITION AGREEMENT (“Agreement”) is made this 10th day of March, 2022, by and between:

**BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”); and

**FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation, the owner and developer of certain lands within the boundaries of the District, whose principal address is 2221 E. Lamar Blvd., Suite 790, Arlington, TX 76006, and its successors and assigns (“Developer”, and together with the District, “Parties”).

**RECITALS**

**WHEREAS**, the District was established May 20, 2021, by Ordinance No. 2021-29 adopted by the Board of County Commissioners in and for St. Johns County, Florida, for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management, utilities, including water, reuse and sanitary sewer systems, recreation improvements, and other infrastructure within the boundaries of the District (collectively, “**Improvements**”); and

**WHEREAS**, the Developer is the owner of certain lands located in St. Johns County, Florida, within the boundaries of the District; and

**WHEREAS**, the District intends to finance, in part, the planning, design, acquisition, construction, and installation of the Improvements as detailed in the *Master Engineer’s Report*, dated July 21, 2021 (“**Capital Improvement Plan**”), attached to this Agreement as **Exhibit A**, through the sale of \$10,195,000 Bridgewater North Community Development District (St. Johns County) Capital Improvement Revenue Bonds, Series 2022 (“**Bonds**”); and

**WHEREAS**, the District has not had sufficient monies on hand to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of certain infrastructure Improvements (“**Work Product**”); and

**WHEREAS**, the District acknowledges the Developer’s need to commence development of the lands within the District in an expeditious and timely manner; and

**WHEREAS**, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

**WHEREAS**, the Developer agrees to convey to the District all right, title and interest in the portion of the Improvements completed as of the Acquisition Date (as hereinafter defined) upon payment from proceeds of any future series of bonds issued by the District (or as otherwise provided for herein); and

**WHEREAS**, in conjunction with the acquisition of the Improvements, the Developer desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements described in **Exhibit A**, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District ("**Real Property**"); and

**WHEREAS**, the Developer agrees to convey such Real Property to the District and in a form satisfactory to the District and subject to the conditions set forth herein; and

**WHEREAS**, the Developer acknowledges that upon its conveyance, the District will have the right to use the Real Property for any and all lawful public purposes and further desires to release to the District its right, title, and interest in and to the Real Property (except as provided for in this Agreement); and

**WHEREAS**, the District and the Developer are entering into this Agreement to ensure the timely provision of the infrastructure and development.

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

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

**2. WORK PRODUCT AND IMPROVEMENTS.** The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the Parties may jointly agree upon ("**Acquisition Date**"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

**a. Request for Conveyance and Supporting Documentation** – When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of

conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

- b. *Costs*** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Future Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors (“**Board**”) whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the District’s Trustee for the Bonds (“**Trustee**”).
- c. *Conveyances on “As Is” Basis*** – Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an “as is” basis. That said, the Developer agrees to assign, transfer and convey to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. *Right to Rely on Work Product and Releases*** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer’s access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- e. *Transfers to Third Party Governments; Payment for Transferred Property*** – If any item acquired is to be conveyed to a third party governmental body,

then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the District and the Developer agree that it can be difficult to timely effect the turnover of infrastructure from the Developer to the District and then to a third party governmental entity, and, accordingly, the District and the Developer recognize and agree that the Parties shall make reasonable efforts to transfer such Work Product and Infrastructure to the District pursuant to the terms of this Agreement, however, subject to the terms of this Agreement, the District has the obligation to acquire all such Work Product and Infrastructure that is intended to be turned over to a third party governmental entity, and, in the event that the Developer transfers any such Work Product and Infrastructure to a third party governmental entity prior to the District's acquisition of the Work Product and Infrastructure, the District shall be obligated to pay for such Work Product and Infrastructure, subject to the terms of this Agreement, and subject to ensuring that such acquisition and payment would not affect the tax-exempt status of the District's bonds.

- f. **Permits** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. **Engineer's Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**3. CONVEYANCE OF REAL PROPERTY.** The Developer agrees that it will convey to the District at or prior to the Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The Parties agree that all Real Property shall be provided to the District at no cost. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District.
- b. **Fee Title and Other Interests** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. **Developer Reservation** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District’s use, occupation or enjoyment thereof.
- d. **Fees, Taxes, Title Insurance** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner’s title insurance policy or other evidence of title in a form satisfactory to the District.
- e. **Boundary Adjustments** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Developer’s ownership. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

4. **TAXES, ASSESSMENTS, AND COSTS.**

- a. **Taxes and Assessments on Property Being Acquired.** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an



imposed on tax-exempt financing, the District shall not be obligated to make payment for such acquisitions. Interest shall not accrue on any amounts owed for any prior acquisitions. In the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and, thus does not make payment to the Developer for any unfunded acquisitions, then the Parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements in the District's Capital Improvement Plan to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

**6. ASSIGNMENT OF EXISTING CONTRACTS.** In addition to the potential acquisition of work product, improvements and real property described above, the District hereby agrees to accept assignment of the following contracts between the Developer and:

- a. Burnham Construction, Inc.
- b. Bent Construction
- c. Smith Trucking Company, Inc.

In exchange for the assignment of the contracts, the District agrees to use proceeds from Bonds to pay the developer for all costs eligible for funding by the District under state and federal law, as such costs are certified by the District Engineer.

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

**8. ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

**10. 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 all Parties hereto.

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

**12. 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:** Bridgewater North Community  
Development District  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: Katie S. Buchanan

**B. If to the Developer:** Forestar (USA) Real Estate Group, Inc.  
2221 E. Lamar Blvd., Suite 790  
Arlington, TX 76006

**With a copy to:** Holland & Knight  
50 N. Laura Street, Suite 3900  
Jacksonville, Florida 32202  
Attn: Missy Turra

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

**13. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, 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 hereto.

**14. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or



entity other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any holders of bonds issued by the District for the purpose of acquiring any Work Product, Real Property, or portion of the Improvements.

**15. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

**16. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.

**17. TERMINATION.** This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Bonds within five (5) years from the date of this Agreement.

**18. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

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

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

**21. 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.

**22. 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.

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

ATTEST:

**BRIDGEWATER NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson/ Vice Chairperson  
Board of Supervisors

WITNESSES:

**FORESTAR (USA) REAL ESTATE GROUP,  
INC.**

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
By: James D. Allen  
Its: Chief Financial Officer

**Exhibit A:**        *Master Engineer's Report, dated July 21, 2021*

**EXHIBIT A**

# **MASTER ENGINEER'S REPORT**

**Bridgewater North Community Development District**

Prepared for:

**BOARD OF SUPERVISORS  
BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT**

ENGINEER:

Timothy Adkinson, PE  
Adkinson Engineering, P.A.  
Jacksonville, FL

July 21, 2021

# Bridgewater North Community Development District

## MASTER 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 Bridgewater North Community Development District (the "District").

### 2. GENERAL SITE DESCRIPTION

The District is located entirely within unincorporated St. John's County, Florida, and covers approximately 143.89 acres of land, more or less. **Exhibit A** depicts the boundaries of the District. The site is generally located southeast of County Road 210. Currently, there are limited improvements within the District boundaries consisting of a shared access road and a residential structure.

### 3. CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the lands within the District, which are planned for 800 residential units. The CIP is intended to be developed in two phases, and over a two-year period from 2020 through 2022. The proposed site plan for the District is attached as **Exhibit B** to this report, and the plan enumerates the proposed lot count for the District. The following charts show the planned product types and land uses for the District:

#### LOT SUMMARY

Phase 1: 364 units

Phase 2: 436 units

Total: 800 units

#### TRACT DESIGNATION TABLE

Tract Use	Maintenance Entity	Acreage
Drainage Area	CDD	15.41
Common Area	CDD	14.24
Parks	CDD	11.36
Amenity Area	CDD	0.61
Wastewater Lift Station	JEA	0.17
Right of Way	CDD	15.06
Townhome Lots	Homeowner	38.66
Wetland conservation Area	CDD	43.25
Public ROW	St. John's County	5.13

The CIP infrastructure includes:

**Roadway Improvements:**

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way. There is also a St. John's County Minor Collector Road (Moon Bay Parkway). Approximately 2,800 linear feet of Moon Bay Parkway will be constructed and dedicated to St. John's County. All roads will be designed in accordance with County standards.

All internal roadways may be financed by the District. Moon Bay Parkway will be dedicated to St. John's County for ownership, operation, and maintenance. The interior subdivision roads will be owned and maintained by the CDD.

**Stormwater Management System:**

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. Most of the stormwater system within the project discharges to Sampson Creek running between Phases 1 and 2 of the District property. The stormwater system has been designed consistent with the criteria established by the St. Johns River Water Management District and St. Johns County, for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception that the County will own, operate, and maintain the inlets and storm sewer systems within the Moon Bay Parkway right-of-way.

**Water and Wastewater Utilities:**

As part of the CIP, the District intends to construct water and wastewater infrastructure. In particular, the on-site water supply improvements include water mains that will be located within right-of-ways and used for potable water service and fire protection. Water main connections will be made at a water main within the County Road 210 right-of-way adjacent to the District boundary.

Wastewater improvements for the project will include an onsite 8" diameter gravity collection system, offsite and onsite 6" and 8" force mains and two onsite lift stations. The offsite force main connection will be made at a force main within the County Road 210 right-of-way adjacent to the District boundary.

The water distribution and wastewater collection systems for all phases will be completed by the District and then dedicated to JEA for operation and maintenance.

There are no utility impact fee credits assigned to the District property.

**Hardscape, Landscape, and Irrigation:**

Either the Developer or the District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. To the extent Hardscape/Landscape/Irrigation improvements are financed and constructed by the District, such improvements are to be maintained by the District.

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.

**Recreational Amenities:**

The project developer also intends to construct an amenity center, parks, and other recreational areas for the development. These improvements will be funded by the developer and, upon completion, turned over to a homeowners' association for ownership, operation, and maintenance. All such improvements are considered common elements for the benefit of the landowners within the District.

**Professional Services:**

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

As noted, the District's CIP functions as a system of improvements benefitting all lands within the District.

All of the foregoing improvements are required by applicable development approvals. Note that there are no impact fee or similar credits available from the construction of any such improvements.

**4. PERMITTING/CONSTRUCTION COMMENCEMENT**

All necessary permits for the construction of the CIP have either been obtained or will be obtained in the normal course of business. A comprehensive list of permits and status is included as **Exhibit C**.

**5. OPINION OF PROBABLE CONSTRUCTION COSTS**

The table below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in this table are reasonable and consistent with market pricing.

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

<b>Improvement Category</b>	<b>Total Cost</b>	<b>Funded By</b>	<b>Owned By</b>	<b>Operated/ Maintained By</b>
Stormwater Management	\$6,304,255.06	CDD	CDD	CDD
Roadways and Sidewalks	\$2,004,421.89	CDD	CDD	CDD
Wastewater Collection	\$1,953,828.12	CDD	JEA	JEA
Potable Water	\$1,477,632.16	CDD	JEA	JEA
Moon Bay Parkway	\$791,808.39	CDD	SJC	SJC
Moon Bay Parkway Ext.	\$547,200.00	CDD	SJC	SJC
Landscaping	\$2,239,560.58	CDD	CDD	CDD
Entry Signage, Fencing & Fountains	\$697,080.00	CDD	CDD	CDD

Amenity	\$2,910,000.00	CDD	CDD	CDD
Tree mitigation	\$632,735.00	CDD	CDD	CDD
Wetland Mitigation	\$563,832.00	CDD	CDD	CDD
CR 210 & Moon Bay Parkway Traffic Signal	\$678,325.00	CDD	SJC	SJC
County Road 210 Roadway	\$288,012.56	CDD	SJC	SJC
<b>Total</b>	<b>\$21,088,691.26</b>			

\* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

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.

The cost estimates provided are reasonable to complete the required improvements and it is our professional opinion that the infrastructure improvements comprising the CIP will serve as a system of improvements that benefit and add value to all lands within the District. The cost estimates are based on prices currently being experienced in Northeast Florida. Actual costs may vary depending on final engineering and approvals from regulatory agencies. It is further our opinion that the improvement plan is feasible, that there are no technical reasons existing at this time that would prevent the implementation of the CIP, and that it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.

It is our opinion that: (1) the estimated cost of the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) that the CIP is feasible; and (3) that the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

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 800 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.

Date: \_\_\_\_\_

\_\_\_\_\_

Timothy L. Adkinson, PE

FL License No. 53964



# **Tab 10**

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

(This space reserved for Clerk)

Katie S. Buchanan, Esq.  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301

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**COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND  
CONTRACT RIGHTS RELATING TO THE SERIES 2022 PROJECT**

**THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS** (“Assignment”) is made this 10<sup>th</sup> day of March, 2022, by and between:

**BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”); and

**FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation, the owner and developer of certain lands within the boundaries of the District, whose principal address is 2221 E. Lamar Blvd., Suite 790, Arlington, TX 76006, and its successors and assigns (“Developer”, and together with the District, “Parties”).

**RECITALS**

**WHEREAS**, Developer is the primary owner and developer of certain lands within the boundaries of the District as more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Series 2022 Assessment Area”); and

**WHEREAS**, the District proposes to issue its \$10,195,000 Bridgewater North Community Development District (St. Johns County) Capital Improvement Revenue Bonds, Series 2022 (“Series 2022 Bonds”), to finance certain improvements which will benefit all of the Series 2022 Assessment Area; and

**WHEREAS**, among the security for the repayment of the Series 2022 Bonds are the special assessments (“Series 2022 Assessments”) levied against the Series 2022 Assessment Area; and

**WHEREAS**, the Parties intend that the Series 2022 Assessment Area will be platted and fully developed into a total of 800 residential units (“Lots”), and the Lots will be ultimately owned by homebuilders or homeowners (“Development Completion”), as contemplated by the *Master Special Assessment Allocation Report*, dated May 26, 2021, all of such Lots and associated improvements being referred to herein as “Development”; and

**WHEREAS**, the portion of the Development which is being partially financed with the proceeds of the Series 2022 Bonds and is generally described in the *Master Engineer’s Report*,

dated July 21, 2021, is referred to as “Capital Improvement Plan” or the “Series 2022 Project”; and

**WHEREAS**, during the time that the Lots are not owned by end-users, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Series 2022 Assessments securing the Series 2022 Bonds; and

**WHEREAS**, in the event of default in the payment of the Series 2022 Assessments or in the payment of a True-Up Payment (as defined in the *Agreement between the Bridgewater North Community Development District and Forestar (USA) Real Estate Group, Inc. Regarding True-Up and Payment of Special Assessments – Series 2022 Bonds*, dated March 10, 2022 (“True-Up Agreement”)), or in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the *Master Trust Indenture*, dated March 1, 2022 (“Master Indenture”), as supplemented by the *First Supplemental Trust Indenture*, dated March 1, 2022 (“Supplemental Indenture” and, together with the Master Indenture, “Indenture”), pursuant to which the Series 2022 Bonds are being issued, and the other agreements being entered into by Developer concurrent herewith with respect to the Series 2022 Bonds and the Series 2022 Assessments (the Indenture and agreements being referred to collectively as “Bond Documents”, and such remedies being referred to collectively as “Remedial Rights”), certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete development of the Capital Improvement Plan and the Series 2022 Assessment Area.

**NOW, THEREFORE**, in consideration of the above recitals and other good and valuable consideration, the sufficiency of which is acknowledged, Developer and the District agree as follows:

**1. Recitals; Exhibits.** The foregoing recitals are true and correct and, together with the exhibits attached hereto, are hereby incorporated herein by this reference.

**2. Collateral Assignment.**

**(A)** Subject to the terms and conditions of this Assignment, Developer hereby collaterally assigns to the District, to the extent assignable, all of Developer’s development rights, permits, entitlements and work product relating to development of the Series 2022 Assessment Area, and Developer’s rights as declarant of any property owner or homeowner association with respect to the Series 2022 Assessment Area (collectively, “Development Rights”), as security for Developer’s payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the Series 2022 Assessments levied against the Series 2022 Assessment Area owned by Developer from time to time, and any True-Up Obligation. The Development Rights shall include, without limitation, the items listed in subsections (i) through (viii) below as they pertain to development of the Capital Improvement Plan or the Series 2022 Assessment Area:

**(i)** Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements;

- (ii) Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, recreational facilities and other improvements;
- (iii) Preliminary and final site plans and plats;
- (iv) Architectural plans and specifications for recreational buildings and other improvements to the developable property within the District;
- (v) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Capital Improvement Plan or the construction of improvements on the Series 2022 Assessment Area, or off-site to the extent such off-site improvements are necessary or required for Development Completion;
- (vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Capital Improvement Plan or the construction of improvements on the Series 2022 Assessment Area;
- (vii) All prepaid impact fees and impact fee credits; and
- (viii) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

Notwithstanding the foregoing, the Development Rights shall not include any rights which relate solely to: (i) Lots conveyed to homebuilders or end-users, (ii) any property which has been conveyed, or is in the future conveyed, to St. Johns County, Florida, the District, any unaffiliated homebuilder, any utility provider, any governmental or quasi-governmental entity, any applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any (items (i) and (ii) referred to herein as "Permitted Transfer"), or (iii) lands outside the District or improvements not included in the Series 2022 Assessment Area.

**(B)** This Assignment is not intended to and shall not impair or interfere with the development of the Series 2022 Assessment Area, including, without limitation, Developer's contracts with homebuilders, if any, and homebuyers (collectively, "Sales Contracts"), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of Developer to pay the Series 2022 Assessments levied against the portion of Series 2022 Assessment Area owned by Developer, a failure of Developer to satisfy a True-Up Obligation, or any other Event of Default hereunder. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

**(C)** If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest

associated with the Series 2022 Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to St. Johns County, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of the Series 2022 Assessment Area to an unaffiliated homebuilder or end-user but only as to such portion transferred, from time to time.

**3. Warranties by Developer.** Developer represents and warrants to the District that:

(A) Other than Permitted Transfers, the Developer has made no assignment of the Development Rights to any person other than District.

(B) Developer is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment;

(C) No action has been brought or threatened which would in any way interfere with the right of Developer to execute this Assignment and perform all of Developer's obligations herein contained; and

(D) Any transfer, conveyance or sale of the Series 2022 Assessment Area shall subject any and all affiliated entities or successors-in-interest of Developer as to the Series 2022 Assessment Area or any portion thereof, to this Assignment to the extent of the portion of the Series 2022 Assessment Area so conveyed, except to the extent a Permitted Transfer.

**4. Covenants.** Developer covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(A) Developer will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of Developer relating to the Development Rights, and (ii) give notice to District of any default with respect to any of the Development Rights;

(B) The Development Rights include all of Developer's rights to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights; provided, however, that this Assignment does not and shall not (i) pertain to lands outside of the District not relating or necessary to development of the Capital Improvement Plan, or (ii) limit Developer's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and Developer's obligations under the Bond Documents; and

(C) Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Series 2022 Bonds or would materially impair or impede the ability to achieve Development Completion.

**5. Events of Default.** Any breach of Developer's warranties contained in Section 3 hereof, any breach of covenants contained in Section 4 hereof which is not cured within sixty

(60) days after receipt of written notice thereof, or any breach of Developer under any other Bond Documents, which default is not cured within any applicable cure period, will constitute an (“Event of Default”), under this Assignment. **Remedies Upon Default.** Upon an Event of Default, or the transfer of title to any portion of the Series 2022 Assessment Area owned by Developer to the District or its designee(s) pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, as the District’s sole and exclusive remedies under this Assignment, take any or all of the following actions, at the District’s option: Perform or cause to be performed any and all obligations of Developer relating to the Development Rights and exercise or cause to be exercised any and all rights of Developer therein as fully as Developer could;

**(B)** Initiate, appear in, or defend any action arising out of or affecting the Development Rights; and

**(C)** Further assign any and all of the Development Rights to a third party acquiring title to the Series 2022 Assessment Area or any portion thereof from the District or at a District foreclosure sale.

**7. Authorization in Event of Default.** In the Event of Default, Developer does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Developer. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District’s rights under this Assignment shall operate to release Developer from its obligations under this Assignment.

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

**9. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

**10. 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:**

Bridgewater North Community  
Development District  
3434 Colwell Avenue, Suite 200

Tampa, Florida 33614  
Attn: District Manager

**With a copy to:**

Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: Katie S. Buchanan

**B. If to the Developer:**

Forestar (USA) Real Estate Group, Inc.  
2221 E. Lamar Blvd., Suite 790  
Arlington, TX 76006

**With a copy to:**

Holland & Knight  
50 N. Laura Street, Suite 3900  
Jacksonville, Florida 32202  
Attn: Missy Turra

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

**11. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

**12. Third Party Beneficiaries.** The Parties hereto agree that the trustee under the Indenture ("Trustee"), on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Assignment and entitled to enforce Developer's obligations hereunder at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2022 Bonds then-outstanding. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

**13. Amendment.** This Assignment may be modified in writing only by the mutual agreement of all Parties hereto.

**14. Miscellaneous.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms “person” and “party” shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

**15. Applicable Law and Venue.** This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Assignment shall be in St. Johns County, Florida.

**16. Public Records.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

**18. Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

**19. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**20. Counterparts.** This instrument may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, and such counterparts together shall constitute 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 this page intentionally left blank]*



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered on the day and year first written above.

**Witnesses:**

**FORESTAR (USA) REAL ESTATE GROUP, INC.**

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

\_\_\_\_\_  
By: James D. Allen  
Its: Chief Financial Officer

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

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by James D. Allen as Chief Financial Officer of Forestar (USA) Real Estate Group, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF  
\_\_\_\_\_

(NOTARY SEAL)

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

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

**Witnesses:**

**BRIDGEWATER NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

\_\_\_\_\_  
By: Robert S. Porter  
Chairperson, Board of Supervisors

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by Robert S. Porter as Chairperson of the Bridgewater North Community Development District, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF  
\_\_\_\_\_

(NOTARY SEAL)

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

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

**Exhibit A: Legal Description**


## Exhibit A

**LEGAL DESCRIPTION:**

A PORTION OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 16, THENCE S89°21'11"W, ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 2319.38 FEET TO THE WEST LINE OF SAID SECTION 16; THENCE N01°05'33"W, ALONG SAID WEST LINE, A DISTANCE OF 1315.78 FEET; THENCE N89°03'24"E, DEPARTING SAID WEST LINE, A DISTANCE OF 254.98 FEET TO A POINT ON A LINE BEING DESCRIBED IN A BOUNDARY LINE AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 837, PAGE 599 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG SAID LINE DESCRIBED IN SAID BOUNDARY LINE AGREEMENT, THE FOLLOWING FIVE (5) COURSES: COURSE ONE (1): N01°23'57"W, 446.68 FEET; COURSE TWO (2): N29°31'47"W, 568.90 FEET; COURSE THREE (3): N82°10'13"W, 272.28 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 270.30 FEET; COURSE FOUR (4): NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N75°07'06"W, 66.37 FEET; COURSE FIVE (5): S02°37'36"E, DEPARTING SAID CURVE, A DISTANCE OF 33.90 FEET TO A POINT ON THE SOUTH LINE OF C.E. WILSON ROAD (A PRIVATE 50' RIGHT OF WAY AS SHOWN ON A MAP BY RICARDO EDRALIN, REGISTERED LAND SURVEYOR NUMBER 3274, DATED 6-1986), SAID POINT LYING ON A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 295.30 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 84.45 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N62°35'12"W, 84.16 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE N54°23'38"W, ALONG SAID SOUTH LINE OF C.E. WILSON, A DISTANCE OF 305.47 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3962, PAGE 1271 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N57°41'05"W, ALONG THE NORTHEASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 301.05 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A 100' RIGHT OF WAY AS NOW ESTABLISHED); THENCE N36°29'44"E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 80.21 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 1020 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S57°41'05"E, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 297.50 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE S54°23'38"E, CONTINUING ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 72.61 FEET TO THE EAST LINE OF LAST SAID LANDS; THENCE N36°29'44"E, ALONG SAID EAST LINE, A DISTANCE OF 376.20 FEET TO THE NORTHEAST CORNER OF LAST SAID LANDS, SAID NORTHEAST CORNER BEING ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1863, PAGE 241 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S71°52'01"E, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 72.40 FEET TO AN ANGLE POINT IN LAST SAID SOUTH LINE; THENCE S51°18'07"E, CONTINUING ALONG LAST SAID SOUTH LINE, A DISTANCE OF 204.27 FEET TO THE NORTH LINE OF THE SOUTHEAST ¼ SAID SECTION 16; THENCE N89°50'03"E, ALONG SAID NORTH LINE, A DISTANCE OF 2428.89 FEET TO THE EAST LINE OF SAID SECTION 16; THENCE S01°06'39"E, ALONG LAST SAID EAST LINE, A DISTANCE OF 2655.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 143.89 ACRES, MORE OR LESS.

	JOB NO.	1710.002	SCALE	AS SHOWN	BRIDGEWATER ST. JOHNS CO., FL. <small>PREPARED FOR</small> 	 <small>6000 ST. AUGUSTINE ROAD, SUITE 200                  JACKSONVILLE, FLORIDA 32217                  PHONE (904) 851-4208</small>
	DATE	12/15/2020	TITLE	LEGAL DESCRIPTION		

# Tab 11

**AGREEMENT BY AND BETWEEN BRIDGEWATER NORTH  
COMMUNITY DEVELOPMENT DISTRICT AND FORESTAR (USA)  
REAL ESTATE GROUP, INC. REGARDING THE  
COMPLETION OF CERTAIN IMPROVEMENTS**

**SERIES 2022 BONDS**

THIS COMPLETION AGREEMENT (“Agreement”) is made and entered into this 10<sup>th</sup> day of March, 2022, by and between:

**BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”); and

**FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation, the owner and developer of certain lands within the boundaries of the District, whose principal address is 2221 E. Lamar Blvd., Suite 790, Arlington, TX 76006, and its successors and assigns (“Developer”, and together with the District, “Parties”).

**RECITALS**

**WHEREAS**, the District was established by ordinance adopted by the Board of County Commissioners in and for St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“Act”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds (“Capital Improvement Revenue Bonds”) for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadway improvements, stormwater management systems, water and sewer systems, hardscape and landscape improvements, recreational improvements and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, Developer is the owner and/or the developer of all or portion(s) of the lands located within the boundaries of the District (“Development”), which will be made subject to the District’s Capital Improvement Revenue Bonds; and

**WHEREAS**, the District presently intends to undertake the planning, design, acquisition, construction, and installation of certain public infrastructure improvements (“Capital Improvement Plan” or “Series 2022 Project”) located on certain lands within the District’s boundaries (“Series 2022 Assessment Area”); and

**WHEREAS**, the Capital Improvement Plan is described in the *Master Engineer’s Report*, dated July 21, 2021 (“Engineer’s Report”), attached to this Agreement as **Exhibit A**; and

**WHEREAS**, the District intends to finance all or a portion of the Capital Improvement Plan through the anticipated issuance of its \$10,195,000 Bridgewater North Community

Development District (St. Johns County) Capital Improvement Revenue Bonds, Series 2022 (“Series 2022 Bonds”); and

**WHEREAS**, in order to ensure that the Capital Improvement Plan is completed and funding is available in a timely manner to provide for its completion, Developer and the District hereby agree that the District will be obligated to issue no more than \$10,195,000 in Series 2022 Bonds to fund the Capital Improvement Plan and Developer will make provision for any additional funds that may be needed in the future for the completion of the Capital Improvement Plan.

**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 Parties agree as follows:

**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.

**2. COMPLETION OF IMPROVEMENTS.** The Parties agree and acknowledge that the District’s proposed Series 2022 Bonds may provide only a portion of the funds necessary to complete the improvements comprising the Capital Improvement Plan (“Improvements”). Therefore, if the cost of the Improvements is such that the construction funds available from the Series 2022 Bonds are insufficient to complete the Capital Improvement Plan, Developer hereby agrees to complete, cause to be completed, or provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Improvements which may remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively the “Remaining Improvements”) whether pursuant to existing contracts, including change orders thereto, contracts assigned by the Developer to the District, or future contracts.

**(A) Subject to Existing Contract.** When all or any portion of the Remaining Improvements are subject to an existing District contract, the Developer shall provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

**(B) Not Subject to Existing Contract.** When any portion of the Remaining Improvements is not the subject of an existing District contract, the Developer may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the District that the option selected by the Developer will not materially and adversely impact the District.

Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The Parties hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which any and all portions of the Remaining Improvements are to be funded and completed.

**3. OTHER CONDITIONS AND ACKNOWLEDGMENTS**

**(A) Material Changes.** The District and Developer agree and acknowledge that the exact location, size, configuration and composition of the Capital Improvement Plan may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Improvements shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes and shall require consent of the Developer and the District. Such consent is not necessary and Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Capital Improvement Plan is materially changed in response to a requirement imposed by a regulatory agency.

**(B) Conveyances.** The District and Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. All conveyances to the District shall be in accordance with an agreement or agreements governing conveyances between the Developer and the District.

**4. 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 actual damages and/or specific performance, but excluding special, consequential or punitive damages. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights under this Agreement from interference by a third-party.

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

**6. 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 all Parties hereto.

**7. 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.

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

**9. 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

**10. THIRD PARTY BENEFICIARIES.** Except as otherwise provided in this Section 10 with respect to Trustee, this Agreement is solely for the benefit of the Parties 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 entity 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 District and Developer and the respective representatives, successors, and assigns of each. Notwithstanding anything herein to the contrary, the Trustee for the Series 2022 Bonds, on behalf of the owners of the Series 2022 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the obligations of Developer hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

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

**12. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida, and applicable Federal courts.



**13. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**14. 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.

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

**16. 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.

**17. 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.

[CONTINUED ON FOLLOWING PAGE]

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

ATTEST:

**BRIDGEWATER NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**FORESTAR (USA) REAL ESTATE GROUP, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: James D. Allen  
Its: Chief Financial Officer

\_\_\_\_\_  
(Print Name of Witness)

**Exhibit A:**      *Master Engineer's Report, dated July 21, 2021*

**EXHIBIT A**

# **MASTER ENGINEER'S REPORT**

**Bridgewater North Community Development District**

Prepared for:

**BOARD OF SUPERVISORS  
BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT**

ENGINEER:

Timothy Adkinson, PE  
Adkinson Engineering, P.A.  
Jacksonville, FL

July 21, 2021

# Bridgewater North Community Development District

## MASTER 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 Bridgewater North Community Development District (the "District").

### 2. GENERAL SITE DESCRIPTION

The District is located entirely within unincorporated St. John's County, Florida, and covers approximately 143.89 acres of land, more or less. **Exhibit A** depicts the boundaries of the District. The site is generally located southeast of County Road 210. Currently, there are limited improvements within the District boundaries consisting of a shared access road and a residential structure.

### 3. CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the lands within the District, which are planned for 800 residential units. The CIP is intended to be developed in two phases, and over a two-year period from 2020 through 2022. The proposed site plan for the District is attached as **Exhibit B** to this report, and the plan enumerates the proposed lot count for the District. The following charts show the planned product types and land uses for the District:

#### LOT SUMMARY

Phase 1: 364 units

Phase 2: 436 units

Total: 800 units

#### TRACT DESIGNATION TABLE

Tract Use	Maintenance Entity	Acreage
Drainage Area	CDD	15.41
Common Area	CDD	14.24
Parks	CDD	11.36
Amenity Area	CDD	0.61
Wastewater Lift Station	JEA	0.17
Right of Way	CDD	15.06
Townhome Lots	Homeowner	38.66
Wetland conservation Area	CDD	43.25
Public ROW	St. John's County	5.13

The CIP infrastructure includes:

**Roadway Improvements:**

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way. There is also a St. John's County Minor Collector Road (Moon Bay Parkway). Approximately 2,800 linear feet of Moon Bay Parkway will be constructed and dedicated to St. John's County. All roads will be designed in accordance with County standards.

All internal roadways may be financed by the District. Moon Bay Parkway will be dedicated to St. John's County for ownership, operation, and maintenance. The interior subdivision roads will be owned and maintained by the CDD.

**Stormwater Management System:**

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. Most of the stormwater system within the project discharges to Sampson Creek running between Phases 1 and 2 of the District property. The stormwater system has been designed consistent with the criteria established by the St. Johns River Water Management District and St. Johns County, for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception that the County will own, operate, and maintain the inlets and storm sewer systems within the Moon Bay Parkway right-of-way.

**Water and Wastewater Utilities:**

As part of the CIP, the District intends to construct water and wastewater infrastructure. In particular, the on-site water supply improvements include water mains that will be located within right-of-ways and used for potable water service and fire protection. Water main connections will be made at a water main within the County Road 210 right-of-way adjacent to the District boundary.

Wastewater improvements for the project will include an onsite 8" diameter gravity collection system, offsite and onsite 6" and 8" force mains and two onsite lift stations. The offsite force main connection will be made at a force main within the County Road 210 right-of-way adjacent to the District boundary.

The water distribution and wastewater collection systems for all phases will be completed by the District and then dedicated to JEA for operation and maintenance.

There are no utility impact fee credits assigned to the District property.

**Hardscape, Landscape, and Irrigation:**

Either the Developer or the District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. To the extent Hardscape/Landscape/Irrigation improvements are financed and constructed by the District, such improvements are to be maintained by the District.

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.

**Recreational Amenities:**

The project developer also intends to construct an amenity center, parks, and other recreational areas for the development. These improvements will be funded by the developer and, upon completion, turned over to a homeowners' association for ownership, operation, and maintenance. All such improvements are considered common elements for the benefit of the landowners within the District.

**Professional Services:**

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

As noted, the District's CIP functions as a system of improvements benefitting all lands within the District.

All of the foregoing improvements are required by applicable development approvals. Note that there are no impact fee or similar credits available from the construction of any such improvements.

**4. PERMITTING/CONSTRUCTION COMMENCEMENT**

All necessary permits for the construction of the CIP have either been obtained or will be obtained in the normal course of business. A comprehensive list of permits and status is included as **Exhibit C**.

**5. OPINION OF PROBABLE CONSTRUCTION COSTS**

The table below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in this table are reasonable and consistent with market pricing.

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

<b>Improvement Category</b>	<b>Total Cost</b>	<b>Funded By</b>	<b>Owned By</b>	<b>Operated/ Maintained By</b>
Stormwater Management	\$6,304,255.06	CDD	CDD	CDD
Roadways and Sidewalks	\$2,004,421.89	CDD	CDD	CDD
Wastewater Collection	\$1,953,828.12	CDD	JEA	JEA
Potable Water	\$1,477,632.16	CDD	JEA	JEA
Moon Bay Parkway	\$791,808.39	CDD	SJC	SJC
Moon Bay Parkway Ext.	\$547,200.00	CDD	SJC	SJC
Landscaping	\$2,239,560.58	CDD	CDD	CDD
Entry Signage, Fencing & Fountains	\$697,080.00	CDD	CDD	CDD

Amenity	\$2,910,000.00	CDD	CDD	CDD
Tree mitigation	\$632,735.00	CDD	CDD	CDD
Wetland Mitigation	\$563,832.00	CDD	CDD	CDD
CR 210 & Moon Bay Parkway Traffic Signal	\$678,325.00	CDD	SJC	SJC
County Road 210 Roadway	\$288,012.56	CDD	SJC	SJC
<b>Total</b>	<b>\$21,088,691.26</b>			

\* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

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.

The cost estimates provided are reasonable to complete the required improvements and it is our professional opinion that the infrastructure improvements comprising the CIP will serve as a system of improvements that benefit and add value to all lands within the District. The cost estimates are based on prices currently being experienced in Northeast Florida. Actual costs may vary depending on final engineering and approvals from regulatory agencies. It is further our opinion that the improvement plan is feasible, that there are no technical reasons existing at this time that would prevent the implementation of the CIP, and that it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.

It is our opinion that: (1) the estimated cost of the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) that the CIP is feasible; and (3) that the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

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 800 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.

Date: \_\_\_\_\_

\_\_\_\_\_

Timothy L. Adkinson, PE

FL License No. 53964



## **Tab 12**

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

(This space reserved for Clerk)

Katie S. Buchanan, Esq.  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301

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**DECLARATION OF CONSENT TO JURISDICTION OF  
BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT  
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

**FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation (“Landowner”), is the owner of those lands described in **Exhibit A** attached hereto (“Property”) located within the boundaries of Bridgewater North Community Development District (“District”). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The Landowner acknowledges that the District is, and has been at all times, on and after May 20, 2021, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (“Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners in and for St. Johns County, Florida (“County”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 2021-29, effective as of May 20, 2021, was duly and properly adopted by the County in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District (“Board”) were duly and properly designated pursuant to the Act to serve in their capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from May 20, 2021, to and including the date of this Declaration.

2. The Landowner, for itself and its successors and assigns, hereby confirms and agrees, that the special assessments imposed by Resolution Nos. 2021-26, 2021-27, 2021-34, and 2022-02 (collectively, “Assessment Resolutions”), duly adopted by the Board, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the special assessments, and the special assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its successors and assigns, hereby waives the right granted in Section 170.09, *Florida Statutes*, and rights provided in the Assessment Resolutions, to prepay the special assessments without interest within thirty (30) days after the improvements set forth in the *Master Engineer’s Report*, dated July 21, 2021, are completed, in consideration of

the rights granted by the District to prepay the special assessments in full or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolutions.

4. The Landowner hereby expressly (i) acknowledges that the special assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Special Assessment Bonds, Series 2022 ("2022 Bonds") securing payment thereof and all other documents and certifications relating to the issuance of the 2022 Bonds (together, "Financing Documents") are valid and binding obligations enforceable in accordance with their terms; (ii) acknowledges, represents and agrees that the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the special assessments or claims of invalidity, deficiency or unenforceability of the special assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (iv) acknowledges and agrees that, to the extent the Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year, or may be foreclosed on pursuant to Chapters 170 and 190, *Florida Statutes*.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the special assessments is available from the District Manager (Rizzetta & Company, Inc.), 2806 North Fifth Street, Suite 403, St. Augustine, Florida 32084, Ph: (904) 436-6270.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

Effective the 10<sup>th</sup> day of March, 2022.

**Witnesses:**

**FORESTAR (USA) REAL ESTATE GROUP, INC.**

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

\_\_\_\_\_  
By: James D. Allen  
Its: Chief Financial Officer

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

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by James D. Allen as Chief Financial Officer of Forestar (USA) Real Estate Group, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF  
\_\_\_\_\_

(NOTARY SEAL)

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

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


## Exhibit A

**LEGAL DESCRIPTION:**

A PORTION OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 16, THENCE S89°21'11"W, ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 2319.38 FEET TO THE WEST LINE OF SAID SECTION 16; THENCE N01°05'33"W, ALONG SAID WEST LINE, A DISTANCE OF 1315.78 FEET; THENCE N89°03'24"E, DEPARTING SAID WEST LINE, A DISTANCE OF 254.98 FEET TO A POINT ON A LINE BEING DESCRIBED IN A BOUNDARY LINE AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 837, PAGE 599 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG SAID LINE DESCRIBED IN SAID BOUNDARY LINE AGREEMENT, THE FOLLOWING FIVE (5) COURSES: COURSE ONE (1): N01°23'57"W, 446.68 FEET; COURSE TWO (2): N29°31'47"W, 568.90 FEET; COURSE THREE (3): N82°10'13"W, 272.28 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 270.30 FEET; COURSE FOUR (4): NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N75°07'06"W, 66.37 FEET; COURSE FIVE (5): S02°37'36"E, DEPARTING SAID CURVE, A DISTANCE OF 33.90 FEET TO A POINT ON THE SOUTH LINE OF C.E. WILSON ROAD (A PRIVATE 50' RIGHT OF WAY AS SHOWN ON A MAP BY RICARDO EDRALIN, REGISTERED LAND SURVEYOR NUMBER 3274, DATED 6-1986), SAID POINT LYING ON A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 295.30 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 84.45 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N62°35'12"W, 84.16 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE N54°23'38"W, ALONG SAID SOUTH LINE OF C.E. WILSON, A DISTANCE OF 305.47 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3962, PAGE 1271 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N57°41'05"W, ALONG THE NORTHEASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 301.05 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A 100' RIGHT OF WAY AS NOW ESTABLISHED); THENCE N36°29'44"E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 80.21 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 1020 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S57°41'05"E, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 297.50 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE S54°23'38"E, CONTINUING ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 72.61 FEET TO THE EAST LINE OF LAST SAID LANDS; THENCE N36°29'44"E, ALONG SAID EAST LINE, A DISTANCE OF 376.20 FEET TO THE NORTHEAST CORNER OF LAST SAID LANDS, SAID NORTHEAST CORNER BEING ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1863, PAGE 241 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S71°52'01"E, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 72.40 FEET TO AN ANGLE POINT IN LAST SAID SOUTH LINE; THENCE S51°18'07"E, CONTINUING ALONG LAST SAID SOUTH LINE, A DISTANCE OF 204.27 FEET TO THE NORTH LINE OF THE SOUTHEAST ¼ SAID SECTION 16; THENCE N89°50'03"E, ALONG SAID NORTH LINE, A DISTANCE OF 2428.89 FEET TO THE EAST LINE OF SAID SECTION 16; THENCE S01°06'39"E, ALONG LAST SAID EAST LINE, A DISTANCE OF 2655.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 143.89 ACRES, MORE OR LESS.

	JOB NO. 1710.002	SCALE AS SHOWN	BRIDGEWATER ST. JOHNS CO., FL PREPARED FOR 	<b>ADKINSON</b> ENGINEERING 6800 ST. AUGUSTINE ROAD, SUITE 300 JACKSONVILLE, FLORIDA 32217 PHONE (904) 981-0208
	DATE 12/15/2020	TITLE LEGAL DESCRIPTION		

## **TAB 13**

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

(This space reserved for Clerk)

Katie S. Buchanan, Esq.  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301

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**AGREEMENT BETWEEN BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT AND FORESTAR (USA) REAL ESTATE GROUP, INC., REGARDING THE TRUE-UP AND PAYMENT OF SPECIAL ASSESSMENTS**

**SERIES 2022 BONDS**

**THIS TRUE UP AGREEMENT** (“Agreement”) is made and entered into this 10<sup>th</sup> day of March, 2022, by and between:

**BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”); and

**FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation, the owner and developer of certain lands within the boundaries of the District, whose principal address is 2221 E. Lamar Blvd., Suite 790, Arlington, TX 76006, and its successors and assigns (“Developer”, and together with the District, “Parties”).

**RECITALS**

**WHEREAS**, the District was established May 20, 2021, by Ordinance No. 2021-29 adopted by the Board of County Commissioners in and for St. Johns County, Florida, for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management, utilities, including water, reuse and sanitary sewer systems, recreation improvements, and other infrastructure within the boundaries of the District; 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 is the owner and/or developer of certain lands within the boundaries of the District, which lands are described in **Exhibit A** (“Series 2022 Assessment Area”); and

**WHEREAS**, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as detailed in the *Master Engineer's Report*, dated July 21, 2021 ("Engineer's Report"), for the improvements associated with the development of the Series 2022 Assessment Area ("Capital Improvement Plan" or "Series 2022 Project"), and the anticipated costs of the improvements described in the Engineer's Report are identified therein; and

**WHEREAS**, the District intends to finance a portion of the Series 2022 Project, through the anticipated issuance of its \$10,195,000 Bridgewater North Community Development District (St. Johns County) Capital Improvement Revenue Bonds, Series 2022 ("Series 2022 Bonds"); and

**WHEREAS**, pursuant to Resolutions 2021-26, 2021-27, 2021-34, and 2022-02 ("Assessment Resolutions"), the District imposed special assessments on the Series 2022 Assessment Area ("Series 2022 Assessments") within the District to secure the repayment of the Series 2022 Bonds; and

**WHEREAS**, Developer agrees that the Series 2022 Assessment Area benefits from the timely design, construction, or acquisition of the Capital Improvement Plan; and

**WHEREAS**, Developer agrees that the Series 2022 Assessments, which were imposed on the Series 2022 Assessment Area within the District, have been validly imposed and constitute valid, legal and binding liens upon the Series 2022 Assessment Area; and

**WHEREAS**, to the extent permitted by law, Developer waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2022 Assessments on the Series 2022 Assessment Area within the District; and

**WHEREAS**, the *Master Special Assessment Allocation Report*, dated May 26, 2021 and the *Final Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2022*, dated February 23, 2022 (collectively, "Assessment Report"), attached to this Agreement as **Exhibit B**, provides that as the Series 2022 Assessment Area is platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon the Series 2022 Assessment Area within the District would be allocated and calculated based upon certain density assumptions relating to the number of single-family units to be constructed on the Series 2022 Assessment Area within the District, which assumptions were provided by Developer; and

**WHEREAS**, Developer intends that the Series 2022 Assessment Area within the District will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

**WHEREAS**, the Assessment Report anticipates a mechanism by which Developer shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the Assessment Report (which payments shall collectively be referenced as "True-Up Payment"); and



**WHEREAS**, Developer and the District desire to enter into an agreement to confirm Developer's intention and obligation, if required, to make the True-Up Payment related to the Series 2022 Assessments, subject to the terms and conditions contained herein.

**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:

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

**SECTION 2. COVENANTS.**

**(A)** The provisions of this Agreement shall constitute a covenant running with the Series 2022 Assessment Area, which lands are described in **Exhibit A**, and shall remain in full force and effect and be binding upon Developer, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

**(B)** Developer agrees that the Assessment Resolutions have been duly adopted by the District. Developer further agrees that the Series 2022 Assessments imposed as liens by the District are legal, valid, and binding liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Developer waives any defect in notice or publication or in the proceedings to levy, impose, and collect the Series 2022 Assessments on the lands within the District, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay the Series 2022 Assessments.

**(C)** Developer agrees that to the extent Developer fails to timely pay all Series 2022 Assessments collected by mailed notice of the District, said unpaid Series 2022 Assessments (including True-Up Payments), may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

**SECTION 3. SPECIAL ASSESSMENT REALLOCATION.**

**(A) Assumptions as to the Series 2022 Assessments.** As of the date of the execution of this Agreement, Developer has informed the District that Developer intends to plat the Series 2022 Assessment Area into a total of 800 single family residential units.

**(B) Process for Reallocation of Assessments.** The Assessment Report identifies the amount of equivalent assessment units (and/or product types and unit counts) planned for the Property. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), and subject to the conditions set forth in the Assessment Report, the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be

construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified in the Assessment Report, the District shall allocate the Series 2022 Assessments to the product types being platted and the remaining property in accordance with the Assessment Report, and cause the Series 2022 Assessments to be recorded in the District's Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of Series 2022 Assessments able to be assigned to the Property, then the District may undertake a pro rata reduction of Series 2022 Assessments for all assessed properties within the Property, or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Series 2022 Assessments able to be assigned to the planned units described in the Assessment Report, and located within the Property, and using any applicable test(s) set forth in the Assessment Report (if any), then the District shall, subject to the provisions below, require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the shortfall in Series 2022 Assessments resulting from the reduction of planned units. In considering whether to require a True-Up Payment, the District shall consider any requests for a deferral of true-up. In order to obtain such a deferral, a landowner seeking such deferral must provide to the District the following: a) proof of the amount of entitlements remaining on the undeveloped lands, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. The District's decision whether to grant a deferral shall be in its sole discretion, and such decision may require that the Developer provide additional information. Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the Series 2022 Bonds to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the 2022 Bonds)).

All Series 2022 Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Series 2022 Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

**SECTION 4. ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Developer's obligation to pay the Series 2022 Assessments and to abide by the requirements of the Reallocation of Series 2022 Assessments, including the making of the True-Up Payment, if any, as set forth in the Assessment Resolutions. A default by any party under this

Agreement shall entitle any other party to all remedies available at law or in equity, but excluding special, consequential or punitive damages.

**SECTION 5. RECOVERY OF COSTS AND FEES.** In the event any party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**SECTION 6. NOTICE.** 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:** Bridgewater North Community  
Development District  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: Katie S. Buchanan

**(B) If to the Developer:** Forestar (USA) Real Estate Group, Inc.  
2221 E. Lamar Blvd., Suite 790  
Arlington, TX 76006

**With a copy to:** Holland & Knight  
50 N. Laura Street, Suite 3900  
Jacksonville, Florida 32202  
Attn: Missy Turra

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

**SECTION 7. ASSIGNMENT.**

**(A)** Developer may not assign its duties or obligations under this Agreement except in accordance with the terms of this Section 7(C) below. This Agreement shall constitute a covenant running with title to the Series 2022 Assessment Area, binding upon Developer and its successors and assigns including, without limitation, the buyer and its successors and assigns as to the Series 2022 Assessment Area or portions thereof, and any transferee of any portion of the Series 2022 Assessment Area, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

**(B)** No portion of the Series 2022 Assessment Area may be transferred to any third party without complying with the terms of Section 7(C) below, other than:

- (i)** Platted and fully-developed lots to homebuilders restricted from re-platting;
- (ii)** Platted and fully-developed lots to end users; and
- (iii)** Portions of the Series 2022 Assessment Area exempt from assessments to St. Johns County, the District, or other governmental agencies.

Any transfer of any portion of the Series 2022 Assessment Area pursuant to subsections (i), (ii) or (iii) of this Section 7(B), shall constitute an automatic release of such portion of the Series 2022 Assessment Area from the scope and effect of this Agreement.

**(C)** Developer shall not transfer any portion of the Series 2022 Assessment Area to any third party, except as permitted by Sections 7(B)(i), (ii) or (iii) above, without satisfying the following conditions (“Transfer Conditions”) herein, which requires:

- (i)** Delivering a recorded copy of this Agreement to such third party; and
- (ii)** Satisfying any True-Up Payment that results from a true-up analysis that will be performed by the District Manager prior and as a condition to such transfer. Any transfer that is consummated pursuant to this Section 7(C) shall operate as a release of Developer from its obligations under this Agreement as to such portion of the Series 2022 Assessment Area only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection 3(B) above, and the transferee shall be deemed to have assumed Developer’s obligations in accordance herewith and shall be deemed the “Developer” from and after such transfer for all purposes as to such portion of the Series 2022 Assessment Area so transferred. Regardless of whether the condition of this subsection is met, any transferee, other than those

specified in subsection B., above, shall take title subject to the terms of this Agreement.

**SECTION 8. AMENDMENT.** This Agreement shall constitute the entire agreement between the Parties and may be modified in writing only by the mutual agreement of all Parties.

**SECTION 9. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party, provided, however, that this Agreement and the covenants contained herein may not be terminated or released prior to platting and development of all the Series 2022 Assessment Area without the prior written consent of the Trustee on behalf and acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2022 Bonds then outstanding.

**SECTION 10. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the Parties as an arms-length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

**SECTION 11. THIRD PARTY BENEFICIARIES.** Except as otherwise provided in this Section 11 with respect to the Trustee, this Agreement is solely for the benefit of the District and Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the 2022 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended without the consent of the Trustee, acting at the direction of the Majority Owners of the 2022 Bonds, which consent shall not be unreasonably withheld.

**SECTION 12. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 13. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State

of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida, and applicable Federal courts.

**SECTION 14. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

**SECTION 15. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute 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.

**SECTION 16. EFFECTIVE DATE.** This Agreement shall be effective after execution by both Parties hereto.

*[Remainder of this page left intentionally blank]*

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

Witnesses:

FORESTAR (USA) REAL ESTATE GROUP, INC.

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

\_\_\_\_\_  
By: James D. Allen  
Its: Chief Financial Officer

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by James D. Allen as Chief Financial Officer of Forestar (USA) Real Estate Group, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF

\_\_\_\_\_

(NOTARY SEAL)

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

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

**Witnesses:**

**BRIDGEWATER NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

\_\_\_\_\_  
By: Robert S. Porter  
Chairperson, Board of Supervisors

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Robert S. Porter as Chairperson of the Bridgewater North Community Development District, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF  
\_\_\_\_\_

(NOTARY SEAL)

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

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




## Exhibit A

**LEGAL DESCRIPTION:**

A PORTION OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 16, THENCE S89°21'11"W, ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 2319.38 FEET TO THE WEST LINE OF SAID SECTION 16; THENCE N01°05'33"W, ALONG SAID WEST LINE, A DISTANCE OF 1315.78 FEET; THENCE N89°03'24"E, DEPARTING SAID WEST LINE, A DISTANCE OF 254.98 FEET TO A POINT ON A LINE BEING DESCRIBED IN A BOUNDARY LINE AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 837, PAGE 599 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG SAID LINE DESCRIBED IN SAID BOUNDARY LINE AGREEMENT, THE FOLLOWING FIVE (5) COURSES: COURSE ONE (1): N01°23'57"W, 446.68 FEET; COURSE TWO (2): N29°31'47"W, 568.90 FEET; COURSE THREE (3): N82°10'13"W, 272.28 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 270.30 FEET; COURSE FOUR (4): NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N75°07'06"W, 66.37 FEET; COURSE FIVE (5): S02°37'36"E, DEPARTING SAID CURVE, A DISTANCE OF 33.90 FEET TO A POINT ON THE SOUTH LINE OF C.E. WILSON ROAD (A PRIVATE 50' RIGHT OF WAY AS SHOWN ON A MAP BY RICARDO EDRALIN, REGISTERED LAND SURVEYOR NUMBER 3274, DATED 6-1986), SAID POINT LYING ON A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 295.30 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 84.45 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N62°35'12"W, 84.16 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE N54°23'38"W, ALONG SAID SOUTH LINE OF C.E. WILSON, A DISTANCE OF 305.47 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3962, PAGE 1271 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N57°41'05"W, ALONG THE NORTHEASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 301.05 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A 100' RIGHT OF WAY AS NOW ESTABLISHED); THENCE N36°29'44"E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 80.21 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 1020 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S57°41'05"E, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 297.50 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE S54°23'38"E, CONTINUING ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 72.61 FEET TO THE EAST LINE OF LAST SAID LANDS; THENCE N36°29'44"E, ALONG SAID EAST LINE, A DISTANCE OF 376.20 FEET TO THE NORTHEAST CORNER OF LAST SAID LANDS, SAID NORTHEAST CORNER BEING ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1863, PAGE 241 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S71°52'01"E, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 72.40 FEET TO AN ANGLE POINT IN LAST SAID SOUTH LINE; THENCE S51°18'07"E, CONTINUING ALONG LAST SAID SOUTH LINE, A DISTANCE OF 204.27 FEET TO THE NORTH LINE OF THE SOUTHEAST ¼ SAID SECTION 16; THENCE N89°50'03"E, ALONG SAID NORTH LINE, A DISTANCE OF 2428.89 FEET TO THE EAST LINE OF SAID SECTION 16; THENCE S01°06'39"E, ALONG LAST SAID EAST LINE, A DISTANCE OF 2655.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 143.89 ACRES, MORE OR LESS.

	JOB NO.	1710.002	SCALE	AS SHOWN	BRIDGEWATER ST. JOHNS CO., FL PREPARED FOR 	<b>ADKINSON</b> ENGINEERING 6555 ST. AUGUSTINE ROAD, SUITE 303 JACKSONVILLE, FLORIDA 32217 PHONE (904) 681-4206
	DATE	12/15/2020	TITLE	LEGAL DESCRIPTION		

**TAB 14**



FPL Account Number: **67067-72412**

FPL Work Request Number: \_\_\_\_\_

## LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Bridgewater North CDD (hereinafter called the Customer), requests on this 25th day of October, 2021, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Phase 1B/C, located in Saint Augustine, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<b><u>Poles</u></b>				
Pole Type	Existing Pole Count (A)	# Installed (B)	# Removed (C)	New Pole Count (A+B-C)
Wood				
Standard Concrete				
Standard Fiberglass		20		20
Decorative Concrete				
Decorative Fiberglass				

<b><u>Underground Conductor</u></b>				
Type	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)
Under Pavement		N/A <sup>(1)</sup>		
Not Under Pavement		713		713

(1) All new conductor installed is in conduit and billed as Not Under Pavement



(2) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/partner/builders/lighting.html](http://www.fpl.com/partner/builders/lighting.html)

(b) Modification to existing facilities other than described above (explain fully): 20' standard fiberglass pole

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**FPL AGREES:**

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

**THE CUSTOMER AGREES:**

2. To pay a contribution in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

**IT IS MUTUALLY AGREED THAT:**

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities;
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

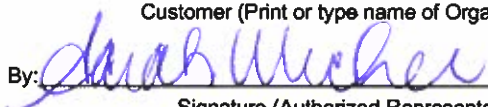
8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by

certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

**IN WITNESS WHEREOF**, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Bridgewater North CDD  
Customer (Print or type name of Organization)  
By:   
Signature (Authorized Representative)  
Sarah Wicker  
(Print or type name)  
Title: Vice Chairman

**FLORIDA POWER & LIGHT COMPANY**  
Chris Venoy  
Digitally signed by Chris Venoy  
DN: cn=Chris Venoy, o=FPL, ou=LED Lighting  
Solutions, email=chris.venoy@fpl.com, c=US  
Date: 2021.10.25 14:26:50 -04'00'  
By: \_\_\_\_\_  
(Signature)  
Chris Venoy  
(Print or type name)  
Title: FPL LT-1 Representative

## **TAB 15**

**RESOLUTION 2022-03**

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT:**

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

**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 25<sup>th</sup> day of January, 2022.

ATTEST:

**BRIDGEWATER NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Prompt Payment Policies and Procedures



# **EXHIBIT A**

## **BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT**

### **Prompt Payment Policies and Procedures**

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

**March 8, 2022**

**Bridgewater North Community Development District**  
**Prompt Payment Policies and Procedures**

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**I. Purpose**

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

**II. Scope**

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

**III. Definitions**

**A. Agent**

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

**B. Construction Services**

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

**C. Contractor or Provider of Construction Services**

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

**D. Date Stamped**

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

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

**E. Improper Invoice**

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

**F. Improper Payment Request**

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

**G. Non-Construction Goods and Services**

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

**H. Proper Invoice**

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

**I. Proper Payment Request**

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

**J. Provider**

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

**K. Purchase**

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

**L. Vendor**

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

#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

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

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8018444888C-8. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

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

Providers should notify the District Manager when changes in data occur (telephone 904-436-6270), email: [info@rizzetta.com](mailto:info@rizzetta.com).

##### **D. Proper Invoice for Non-Construction Goods and Services**

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

1. Name of Vendor
2. Remittance address
3. Invoice Date

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

**E. Proper Payment Request Requirements for Construction Services**

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

**V. Submission of Invoices and Payment Requests**

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

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

- 1. Mailing and Drop Off Address**  
Bridgewater North Community Development District  
c/o [Rizzetta & Company, Inc.](#)  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager
- 2. Email Address**  
CDDinvoice@rizzetta.com

## **VI. Calculation of Payment Due Date**

### **A. Non-Construction Goods and Services Invoices**

- 1. Receipt of Proper Invoice**  
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**  
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
  - a. On which delivery of personal property is fully accepted by the District;
  - b. On which services are completed and accepted by the District;
  - c. On which the contracted rental period begins (if applicable); or
  - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**  
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

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

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

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

**4. Payment of Undisputed Portion of Invoice**

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

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

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

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

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

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.



**2. Receipt and Rejection of Improper Payment Request**

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

**3. Payment of Undisputed Portion of Payment Request**

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

**VII. Resolution of Disputes**

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

**A. Dispute between the District and a Provider**

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

**B. Dispute Resolution Procedures**

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

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

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

### **VIII. Purchases Involving Federal Funds or Bond Funds**

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

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

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

### **X. Late Payment Interest Charges**

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

#### **A. Related to Non-Construction Goods and Services**

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

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

**B. Related to Construction Services**

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

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

**C. Report of Interest**

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

# **Tab 16**

**ASSIGNMENT OF AGREEMENT FOR LAND DEVELOPMENT &  
ACQUISITION OF COMPLETED IMPROVEMENTS**  
**(Pool Amenity Building and Entry Feature)**

Assignor: Forestar (USA) Real Estate Group, Inc. (“Assignor”)  
Owner/Assignee: Bridgewater North Community Development District (“Assignee”)  
Contractor: Bent Construction, LLC (“Contractor”)  
Contract: *Florida Independent Contractor Agreement for Land Development* dated November 11, 2021 (list Change Order #s and dates, if applicable) (together, “Contract” or “Project”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor, for the above-referenced Project that is further described by the Contractor’s Acknowledgement and Acceptance of Assignment and Release. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof relating to the Project. Additionally, Assignee, by separate Bill of Sale, and subject to the terms of that *Agreement Between Bridgewater North Community Development District and Forestar (USA) Real Estate Group, Inc. Regarding the Acquisition of Certain Work Product, Improvements and Real Property*, dated March 10, 2022, agrees to acquire all work conducted to date as part of the Project. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2022.

**FORESTAR (USA) REAL ESTATE  
GROUP, INC.**

**BRIDGEWATER NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BENT CONSTRUCTION, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contract
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contract with Exhibits:
  - Scrutinized Companies Statement
  - Public Entity Crimes Statement
  - Trench Safety Compliance Act Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACT  
(POOL AMENITY BUILDING AND ENTRY FEATURE)**

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

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ of Forestar (USA) Real Estate Group, Inc. ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, \_\_\_\_\_, serve as \_\_\_\_\_ for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Bridgewater North Community Development District ("**District**") to accept an assignment of the Improvement Agreement (defined below).
- (ii) The *Florida Independent Contractor Agreement for Land Development*, dated November 11, 2021 (list Change Order #s and dates, if applicable) (together, "**Improvement Agreement**") between Developer and Bent Construction, LLC ("**Contractor**"), and attached hereto as **Exhibit A-1**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Improvement Agreement as it relates to certain improvements ("**Improvements**") as described on **Exhibit A-2** agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Improvement Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Developer has \_\_\_\_\_ executed a Demand Note Agreement in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**. <<OR>> The Contractor has \_\_\_\_\_ furnished and recorded a performance and

payment bond in accordance with Section 255.05, Florida Statutes, which is attached hereto as **Exhibit C**, or \_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, Florida Statutes.

- (vi) Developer \_\_\_\_ represents and warrants that there are no outstanding liens or claims relating to the Improvement Agreement, or \_\_\_\_ has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (viii) Pursuant to the *Agreement Between Bridgewater North Community Development District and Forestar (USA) Real Estate Group, Inc. Regarding the Acquisition of Certain Work Product, Improvements and Real Property*, dated March 10, 2022, the District agrees to acquire any work previously conducted under the Improvement Agreement by separate Bill of Sale and other supporting documentation.

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

**FORESTAR (USA) REAL ESTATE GROUP, INC.**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. S/He [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida



**EXHIBIT A-2**

**DESCRIPTION OF PROJECT**

The **pool amenity building and entry feature** (“Improvements”) identified in the *Florida Independent Contractor Agreement for Land Development*, dated November 11, 2021 (**list Change Order #s and dates, if applicable**) between Developer and Bent Construction, LLC and more specifically described as follows:

Improvements	Total Contract Cost	CDD Eligible	Amount Paid to Date	Requisition Amount	Cost to Complete

**CONTRACTOR’S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
(POOL AMENITY BUILDING AND ENTRY FEATURE)**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Bent Construction, LLC (“**Contractor**”), hereby agrees as follows:

- (i) The *Florida Independent Contractor Agreement for Land Development*, dated November 11, 2021 (list Change Order #s and dates, if applicable) (together, “**Improvement Agreement**”) has been assigned to the Bridgewater North Community Development District (“**District**”) as it relates to certain improvements (“**Improvements**”) as described on **Exhibit A** attached hereto. Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a. \_\_\_\_ Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b. \_\_\_\_ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, Florida Statutes, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an “Owner” as defined in Section 713.01(23), Florida Statutes; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_ day of \_\_\_\_\_, 2022.

**BENT CONSTRUCTION, LLC**

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

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. S/He [\_\_\_] is personally known to me or [\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

**EXHIBIT A**

**DESCRIPTION OF PROJECT**

The **pool amenity building and entry feature** (“Improvements”) identified in the *Florida Independent Contractor Agreement for Land Development*, dated November 11, 2021 (**list Change Order #s and dates, if applicable**) between Developer and Bent Construction, LLC and more specifically described as follows:

Improvements	Total Contract Cost	CDD Eligible	Amount Paid to Date	Requisition Amount	Cost to Complete

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)  
(POOL AMENITY BUILDING AND ENTRY FEATURE)**

1. **ASSIGNMENT.** This Addendum applies to that certain *Florida Independent Contractor Agreement for Land Development*, dated November 11, 2021 (list Change Order #s and dates, if applicable) between the Bridgewater North Community Development District (“**District**”) and Bent Construction, LLC (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of St. Johns County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, Florida Statutes. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. **INSURANCE.** In existing to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable 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. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, 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.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

**5. RETAINAGE.** The following provision addresses the holding of retainage under the Contract:

Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all documents required for and final payment to the Contractor, subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including Sections 218.735 and 255.078, Florida Statutes.

**6. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Two Million Dollars (\$2,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**7. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal

property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**8. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a

- reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that 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 completion of the Agreement if the Contractor does not transfer the records to the District.
  - d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**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 (904) 436-6270, [MDOBBINS@RIZZETTA.COM](mailto:MDOBBINS@RIZZETTA.COM), OR AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

**9. SOVEREIGN IMMUNITY.** Nothing in the Contract 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 the Contract 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.

**10. NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

**If to the District:** Bridgewater North Community Development  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, Florida 32301  
Attn: Katie S. Buchanan



**11. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), Florida Statutes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**12. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**13. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**14. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**15. COUNTERPARTS; ELECTRONIC SIGNATURES.** THE Contract 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 Contract 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.

**16. E-VERIFY.** The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition of the Assignment and the Addendum, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request.

Any party may terminate the Contract or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**BENT CONSTRUCTION, LLC**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name of Witness

**BRIDGEWATER NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement

**EXHIBIT A**

**SCRUTINIZED COMPANIES STATEMENT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Bridgewater North Community Development District.

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, "**Prohibited Criteria**"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

\_\_\_\_\_  
Signature by authorized representative of Contractor

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_  
(SEAL)

## EXHIBIT B

### PUBLIC ENTITY CRIMES STATEMENT

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Bridgewater North Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ ("Contractor") and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_  
\_\_\_\_\_
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Contractor: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT C**

**BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

**CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Contractor: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

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

**BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
<b>Project Total</b>			

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.



**AFFIDAVIT REGARDING COSTS PAID**  
**(POOL AMENITY BUILDING AND ENTRY FEATURE)**

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

I, \_\_\_\_\_, of **Forestar (USA) Real Estate Group, Inc.**, a Delaware corporation (“**Forestar**”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is \_\_\_\_\_ and I have authority to make this affidavit on behalf of Forestar as shown below.
3. Forestar is the developer of certain lands within the Bridgewater North Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The District’s **Master Engineer’s Report**, dated July 21, 2021, as amended, **supplemented and restated** (“**Engineer’s Report**”) describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Forestar has expended funds to develop and/or acquire certain of the public infrastructure improvements and/or work product described in the Engineer’s Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and/or work product that have been completed to date and states the amounts that Forestar has spent on those improvements and/or work product. **Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Grantor agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.**
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the infrastructure improvements and/or work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

**Forestar (USA) Real Estate Group, Inc.,**  
a Delaware corporation

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

Title: \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who  is personally known to me or  produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

\_\_\_\_\_  
(Name typed, printed or stamped)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

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

**Exhibit A – Description of Pool Amenity Building and Entry Feature**

**EXHIBIT A**

**DESCRIPTION OF PROJECT**

The **pool amenity building and entry feature** (“Improvements”) identified in the *Florida Independent Contractor Agreement for Land Development*, dated November 11, 2021 (**list Change Order #s and dates, if applicable**) between Developer and Bent Construction, LLC and more specifically described as follows:

Improvements	Total Contract Cost	CDD Eligible	Amount Paid to Date	Requisition Amount	Cost to Complete

**ACKNOWLEDGMENT AND RELEASE**  
**(POOL AMENITY BUILDING AND ENTRY FEATURE)**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the \_\_\_ day of \_\_\_\_\_, 2022, by **BENT CONSTRUCTION, LLC**, having offices located at 4446 Hendricks Avenue #109, Jacksonville, Florida 32207 (“Contractor”), in favor of the **Bridgewater North Community Development District**, which is a local unit of special-purpose government situated in St. Johns County, Florida, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”).

**RECITALS**

WHEREAS, pursuant to that certain *Florida Independent Contractor Agreement for Land Development*, dated November 11, 2021 (list Change Order #s and dates, if applicable) (together, “Improvement Agreement”) between Contractor and Forestar (USA) Real Estate Group, Inc. (“Developer”), Contractor has constructed for Developer certain improvements, as described in Exhibit A (“Improvements”); and

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

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

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

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

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired from Developer the Improvements constructed by Contractor in connection with the Contract, and accordingly, the District now has the unrestricted right to rely upon the terms of the Contract related to the Improvements for the same. However, the District’s acquisition of the Improvements and receipt of rights under the Contract, hereunder or otherwise, does not extinguish or limit the rights and remedies of the Developer under the Contract and is without prejudice thereto. Contractor hereby consents to the assignment, transfer and conveyance (if and as applicable) of the Improvements and the Contract in whole or in part (and any rights thereunder) as more particularly described herein. In the event any assignment of the Contract or rights thereunder is accomplished hereby or otherwise made in connection with the Improvements, Contractor recognizes that the same shall be partially limited to the Contract as it pertains to the Improvements and that the Contract shall otherwise remain in full force and effect as it pertains to any work or improvements not constituting the Improvements.

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

**SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

**SECTION 5. CERTIFICATE OF PAYMENT.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies (to and for the benefit of the District and the Developer) that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$ \_\_\_\_\_ in retainage or other amounts related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

[CONTINUED ON NEXT PAGE]

**SECTION 7. EFFECTIVE DATE.** This Release shall take effect upon execution.

**BENT CONSTRUCTION, LLC**

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

STATE OF FLORIDA        )  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me by means of  physical presence or  online notarization appeared \_\_\_\_\_, of Bent Construction, LLC, and that said person signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

EXECUTED and sealed in the County and State named above this \_\_\_\_ day of \_\_\_\_\_, 2021.

(NOTARIAL SEAL)

\_\_\_\_\_  
Print Name:  
Notary Public, State of Florida  
My Commission No.:  
My Commission Expires:

**CERTIFICATE OF DISTRICT ENGINEER  
FOR ASSIGNMENT OF IMPROVEMENTS  
(POOL AMENITY BUILDING AND ENTRY FEATURE)**

\_\_\_\_\_, 2022

Board of Supervisors  
Bridgewater North Community Development District

Re: Bridgewater North Community Development District (St. Johns County, Florida)  
Assignment of Improvements

Ladies and Gentlemen:

The undersigned, a representative of \_\_\_\_\_ (“**District Engineer**”), as District Engineer for the Bridgewater North Community Development District (“**District**”), hereby makes the following certifications in connection with the District’s acceptance of certain improvements within the District (“**Improvements**”) as identified in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District’s capital improvement plan as set forth in the *Master Engineer’s Report for Bridgewater North Community Development District, dated July 21, 2021* (“**Engineer’s Report**”), and specially benefit property within the District as further described in the Engineer’s Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).

[CONTINUED ON FOLLOWING PAGE]

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. He [] is personally known to me or [] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida



**EXHIBIT A**

**DESCRIPTION OF PROJECT**

The **pool amenity building and entry feature** (“Improvements”) identified in the *Florida Independent Contractor Agreement for Land Development*, dated November 11, 2021 (**list Change Order #s and dates, if applicable**) between Developer and Bent Construction, LLC and more specifically described as follows:

Improvements	Total Contract Cost	CDD Eligible	Amount Paid to Date	Requisition Amount	Cost to Complete

**ASSIGNMENT OF AGREEMENT FOR LAND DEVELOPMENT &  
ACQUISITION OF COMPLETED IMPROVEMENTS**  
**(PHASE 2, MOON BAY EXTENSION, AND POND 1 EXPANSION/MODIFICATION)**

Assignor: Forestar (USA) Real Estate Group, Inc. (“Assignor”)  
Owner/Assignee: Bridgewater North Community Development District (“Assignee”)  
Contractor: Smith Trucking Company, Inc. (“Contractor”)  
Contract: *Florida Independent Contractor Agreement for Land Development* dated February 18, 2022 (list Change Order #s and dates, if applicable) (together, “Contract” or “Project”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor, for the above-referenced Project that is further described by the Contractor’s Acknowledgement and Acceptance of Assignment and Release. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof relating to the Project. Additionally, Assignee, by separate Bill of Sale, and subject to the terms of that *Agreement Between Bridgewater North Community Development District and Forestar (USA) Real Estate Group, Inc. Regarding the Acquisition of Certain Work Product, Improvements and Real Property*, dated March 10, 2022, agrees to acquire all work conducted to date as part of the Project. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2022.

**FORESTAR (USA) REAL ESTATE  
GROUP, INC.**

**BRIDGEWATER NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SMITH TRUCKING COMPANY, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contract
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contract with Exhibits:
  - Scrutinized Companies Statement
  - Public Entity Crimes Statement
  - Trench Safety Compliance Act Statement

**DEVELOPER’S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACT  
(PHASE 2, MOON BAY EXTENSION, AND POND 1 EXPANSION/MODIFICATION)**

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

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ of Forestar (USA) Real Estate Group, Inc. (“**Developer**”), who, after being first duly sworn, deposes and says:

- (i) I, \_\_\_\_\_, serve as \_\_\_\_\_ for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Bridgewater North Community Development District (“**District**”) to accept an assignment of the Improvement Agreement (defined below).
- (ii) The *Florida Independent Contractor Agreement for Land Development*, dated February 18, 2022 (list Change Order #s and dates, if applicable) (together, “**Improvement Agreement**”) between Developer and Smith Trucking Company, Inc. (“**Contractor**”), and attached hereto as **Exhibit A-1**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District’s acceptance of an assignment of the Improvement Agreement as it relates to certain improvements (“**Improvements**”) as described on **Exhibit A-2** agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, “**Indemnitees**”), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Improvement Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Developer has \_\_\_\_\_ executed a Demand Note Agreement in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**. <<OR>> The Contractor has \_\_\_\_\_ furnished and recorded a performance and

payment bond in accordance with Section 255.05, Florida Statutes, which is attached hereto as **Exhibit C**, or \_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, Florida Statutes.

- (vi) Developer \_\_\_\_ represents and warrants that there are no outstanding liens or claims relating to the Improvement Agreement, or \_\_\_\_ has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (viii) Pursuant to the *Agreement Between Bridgewater North Community Development District and Forestar (USA) Real Estate Group, Inc. Regarding the Acquisition of Certain Work Product, Improvements and Real Property*, dated March 10, 2022, the District agrees to acquire any work previously conducted under the Improvement Agreement by separate Bill of Sale and other supporting documentation.

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

**FORESTAR (USA) REAL ESTATE GROUP, INC.**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. S/He [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

**EXHIBIT A-2**

**DESCRIPTION OF PROJECT**

The Phase 2, Moon Bay Extension, and Pond 1 Expansion/Modification (“Improvements”) identified in the *Florida Independent Contractor Agreement for Land Development*, dated February 18, 2022 (list Change Order #s and dates, if applicable) between Developer and Smith Trucking Company, Inc. and more specifically described as follows:

Improvements	Total Contract Cost	CDD Eligible	Amount Paid to Date	Requisition Amount	Cost to Complete

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
(PHASE 2, MOON BAY EXTENSION, AND POND 1 EXPANSION/MODIFICATION)**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Smith Trucking Company, Inc. (“**Contractor**”), hereby agrees as follows:

- (i) The *Florida Independent Contractor Agreement for Land Development*, dated February 18, 2022 (list Change Order #s and dates, if applicable) (together, “**Improvement Agreement**”) has been assigned to the Bridgewater North Community Development District (“**District**”) as it relates to certain improvements (“**Improvements**”) as described on **Exhibit A** attached hereto. Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a. \_\_\_\_\_ Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b. \_\_\_\_\_ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, Florida Statutes, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an “Owner” as defined in Section 713.01(23), Florida Statutes; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_ day of \_\_\_\_\_, 2022.

**SMITH TRUCKING COMPANY, INC.**

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

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. S/He [\_\_\_] is personally known to me or [\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

**EXHIBIT A**

**DESCRIPTION OF PROJECT**

The **Phase 2, Moon Bay Extension, and Pond 1 Expansion/Modification** (“Improvements”) identified in the *Florida Independent Contractor Agreement for Land Development*, dated February 18, 2022 (**list Change Order #s and dates, if applicable**) between Developer and Smith Trucking Company, Inc. and more specifically described as follows:

Improvements	Total Contract Cost	CDD Eligible	Amount Paid to Date	Requisition Amount	Cost to Complete



**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)  
(PHASE 2, MOON BAY EXTENSION, AND POND 1 EXPANSION/MODIFICATION)**

1. **ASSIGNMENT.** This Addendum applies to that certain *Florida Independent Contractor Agreement for Land Development*, dated February 18, 2022 (list Change Order #s and dates, if applicable) between the Bridgewater North Community Development District (“**District**”) and Smith Trucking Company, Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of St. Johns County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, Florida Statutes. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. **INSURANCE.** In existing to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable 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. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, 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.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

**5. RETAINAGE.** The following provision addresses the holding of retainage under the Contract:

Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all documents required for and final payment to the Contractor, subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including Sections 218.735 and 255.078, Florida Statutes.

**6. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Two Million Dollars (\$2,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**7. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal

property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**8. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a

- reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that 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 completion of the Agreement if the Contractor does not transfer the records to the District.
  - d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**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 (904) 436-6270, [MDOBBINS@RIZZETTA.COM](mailto:MDOBBINS@RIZZETTA.COM), OR AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

**9. SOVEREIGN IMMUNITY.** Nothing in the Contract 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 the Contract 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.

**10. NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

**If to the District:** Bridgewater North Community Development  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, Florida 32301  
Attn: Katie S. Buchanan

**11. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), Florida Statutes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**12. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**13. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**14. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**15. COUNTERPARTS; ELECTRONIC SIGNATURES.** THE Contract 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 Contract 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.

**16. E-VERIFY.** The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition of the Assignment and the Addendum, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request.

Any party may terminate the Contract or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**SMITH TRUCKING COMPANY, INC.**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name of Witness

**BRIDGEWATER NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement

**EXHIBIT A**

**SCRUTINIZED COMPANIES STATEMENT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Bridgewater North Community Development District.

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, "**Prohibited Criteria**"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

\_\_\_\_\_  
Signature by authorized representative of Contractor

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_  
(SEAL)

## EXHIBIT B

### PUBLIC ENTITY CRIMES STATEMENT

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Bridgewater North Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ (“Contractor”) and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor’s business address is \_\_\_\_\_  
\_\_\_\_\_
4. Contractor’s Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Contractor: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT C**

**BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

**CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Contractor: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

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

**BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
<b>Project Total</b>			

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**AFFIDAVIT REGARDING COSTS PAID**  
**(PHASE 2, MOON BAY EXTENSION, AND POND 1 EXPANSION/MODIFICATION)**

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

I, \_\_\_\_\_, of **Forestar (USA) Real Estate Group, Inc.**, a Delaware corporation (“**Forestar**”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is \_\_\_\_\_ and I have authority to make this affidavit on behalf of Forestar as shown below.
3. Forestar is the developer of certain lands within the Bridgewater North Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The District’s **Master Engineer’s Report**, dated July 21, 2021, as amended, **supplemented and restated** (“**Engineer’s Report**”) describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Forestar has expended funds to develop and/or acquire certain of the public infrastructure improvements and/or work product described in the Engineer’s Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and/or work product that have been completed to date and states the amounts that Forestar has spent on those improvements and/or work product. **Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Grantor agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.**
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the infrastructure improvements and/or work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

**Forestar (USA) Real Estate Group, Inc.,**  
a Delaware corporation

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

Title: \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

\_\_\_\_\_  
(Name typed, printed or stamped)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

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

**Exhibit A – Description of Phase 2, Moon Bay Extension, and Pond 1 Expansion/Modification**

**EXHIBIT A**

**DESCRIPTION OF PROJECT**

The **Phase 2, Moon Bay Extension, and Pond 1 Expansion/Modification** (“Improvements”) identified in the *Florida Independent Contractor Agreement for Land Development*, dated February 18, 2022 (**list Change Order #s and dates, if applicable**) between Developer and Smith Trucking Company, Inc. and more specifically described as follows:

Improvements	Total Contract Cost	CDD Eligible	Amount Paid to Date	Requisition Amount	Cost to Complete

**ACKNOWLEDGMENT AND RELEASE**  
**(PHASE 2, MOON BAY EXTENSION, AND POND 1 EXPANSION/MODIFICATION)**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the \_\_\_ day of \_\_\_\_\_, 2022, by SMITH TRUCKING COMPANY, INC., having offices located at 4446 Hendricks Avenue #109, Jacksonville, Florida 32207 (“Contractor”), in favor of the **Bridgewater North Community Development District**, which is a local unit of special-purpose government situated in St. Johns County, Florida, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”).

**RECITALS**

WHEREAS, pursuant to that certain *Florida Independent Contractor Agreement for Land Development*, dated February 18, 2022 (list Change Order #s and dates, if applicable) (together, “Improvement Agreement”) between Contractor and Forestar (USA) Real Estate Group, Inc. (“Developer”), Contractor has constructed for Developer certain improvements, as described in Exhibit A (“Improvements”); and

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

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

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

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

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired from Developer the Improvements constructed by Contractor in connection with the Contract, and accordingly, the District now has the unrestricted right to rely upon the terms of the Contract related to the Improvements for the same. However, the District’s acquisition of the Improvements and receipt of rights under the Contract, hereunder or otherwise, does not extinguish or limit the rights and remedies of the Developer under the Contract and is without prejudice thereto. Contractor hereby consents to the assignment, transfer and conveyance (if and as applicable) of the Improvements and the Contract in whole or in part (and any rights thereunder) as more particularly described herein. In the event any assignment of the Contract or rights thereunder is accomplished hereby or otherwise made in connection with the Improvements, Contractor recognizes that the same shall be partially limited to the Contract as it pertains to the Improvements and that the Contract shall otherwise remain in full force and effect as it pertains to any work or improvements not constituting the Improvements.



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

**SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

**SECTION 5. CERTIFICATE OF PAYMENT.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies (to and for the benefit of the District and the Developer) that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$ \_\_\_\_\_ in retainage or other amounts related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

[CONTINUED ON NEXT PAGE]

**SECTION 7. EFFECTIVE DATE.** This Release shall take effect upon execution.

**SMITH TRUCKING COMPANY, INC.**

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

STATE OF FLORIDA        )  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me by means of  physical presence or  online notarization appeared \_\_\_\_\_, of Smith Trucking Company, Inc., and that said person signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

EXECUTED and sealed in the County and State named above this \_\_\_\_ day of \_\_\_\_\_, 2021.

(NOTARIAL SEAL)

\_\_\_\_\_  
Print Name:  
Notary Public, State of Florida  
My Commission No.:  
My Commission Expires:

**CERTIFICATE OF DISTRICT ENGINEER  
FOR ASSIGNMENT OF IMPROVEMENTS  
(PHASE 2, MOON BAY EXTENSION, AND POND 1 EXPANSION/MODIFICATION)**  
\_\_\_\_\_, 2022

Board of Supervisors  
Bridgewater North Community Development District

Re: Bridgewater North Community Development District (St. Johns County, Florida)  
Assignment of Improvements

Ladies and Gentlemen:

The undersigned, a representative of \_\_\_\_\_ (“**District Engineer**”), as District Engineer for the Bridgewater North Community Development District (“**District**”), hereby makes the following certifications in connection with the District’s acceptance of certain improvements within the District (“**Improvements**”) as identified in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District’s capital improvement plan as set forth in the *Master Engineer’s Report for Bridgewater North Community Development District, dated July 21, 2021* (“**Engineer’s Report**”), and specially benefit property within the District as further described in the Engineer’s Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).

[CONTINUED ON FOLLOWING PAGE]

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. He [] is personally known to me or [] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

## EXHIBIT A

### DESCRIPTION OF PROJECT

The **Phase 2, Moon Bay Extension, and Pond 1 Expansion/Modification** (“Improvements”) identified in the *Florida Independent Contractor Agreement for Land Development*, dated February 18, 2022 (**list Change Order #s and dates, if applicable**) between Developer and Smith Trucking Company, Inc. and more specifically described as follows:

Improvements	Total Contract Cost	CDD Eligible	Amount Paid to Date	Requisition Amount	Cost to Complete

**ASSIGNMENT OF AGREEMENT FOR LAND DEVELOPMENT &  
ACQUISITION OF COMPLETED IMPROVEMENTS**  
**(Phases 1A, 1B, & 1C)**

Assignor: Forestar (USA) Real Estate Group, Inc. (“Assignor”)  
Owner/Assignee: Bridgewater North Community Development District (“Assignee”)  
Contractor: Burnham Construction, Inc. (“Contractor”)  
Contract: *Florida Independent Contractor Agreement for Land Development* dated December 9, 2020; *Change Order #1* dated October 14, 2021; *Change Order #2* dated October 21, 2021; and *Change Order #3* dated November 10, 2021 (together, “Contract” or “Project”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor, for the above-referenced Project that is further described by the Contractor’s Acknowledgement and Acceptance of Assignment and Release. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof relating to the Project. Additionally, Assignee, by separate Bill of Sale, and subject to the terms of that *Agreement Between Bridgewater North Community Development District and Forestar (USA) Real Estate Group, Inc. Regarding the Acquisition of Certain Work Product, Improvements and Real Property*, dated March 10, 2022, agrees to acquire all work conducted to date as part of the Project. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2022.

**FORESTAR (USA) REAL ESTATE  
GROUP, INC.**

**BRIDGEWATER NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BURNHAM CONSTRUCTION, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contract
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contract with Exhibits:
  - Scrutinized Companies Statement
  - Public Entity Crimes Statement
  - Trench Safety Compliance Act Statement

**DEVELOPER’S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACT  
(PHASES 1A, 1B, AND 1C)**

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

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ of Forestar (USA) Real Estate Group, Inc. (“**Developer**”), who, after being first duly sworn, deposes and says:

- (i) I, \_\_\_\_\_, serve as \_\_\_\_\_ for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Bridgewater North Community Development District (“**District**”) to accept an assignment of the Improvement Agreement (defined below).
- (ii) The *Florida Independent Contractor Agreement for Land Development*, dated December 9, 2020, *Change Order #1* dated October 14, 2021, *Change Order #2* dated October 21, 2021, and *Change Order #3* dated November 10, 2021 (together, “**Improvement Agreement**”) between Developer and Burnham Construction, Inc. (“**Contractor**”), and attached hereto as **Exhibit A-1**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District’s acceptance of an assignment of the Improvement Agreement as it relates to certain improvements (“**Improvements**”) as described on **Exhibit A-2** agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, “**Indemnitees**”), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Improvement Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Developer has \_\_\_\_\_ executed a Demand Note Agreement in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**. <<OR>> The Contractor has \_\_\_\_\_ furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, which is

attached hereto as **Exhibit C**, or \_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, Florida Statutes.

- (vi) Developer \_\_\_\_ represents and warrants that there are no outstanding liens or claims relating to the Improvement Agreement, or \_\_\_\_ has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (viii) Pursuant to the *Agreement Between Bridgewater North Community Development District and Forestar (USA) Real Estate Group, Inc. Regarding the Acquisition of Certain Work Product, Improvements and Real Property*, dated March 10, 2022, the District agrees to acquire any work previously conducted under the Improvement Agreement by separate Bill of Sale and other supporting documentation.

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

**FORESTAR (USA) REAL ESTATE GROUP, INC.**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. S/He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida



**EXHIBIT A-2**

**DESCRIPTION OF PROJECT**

The Phases 1A, 1B, and 1C improvements (“Improvements”) identified in the *Florida Independent Contractor Agreement for Land Development*, dated December 9, 2020, *Change Order #1* dated October 14, 2021, *Change Order #2* dated October 21, 2021, and *Change Order #3* dated November 10, 2021 between Developer and Burnham Construction, Inc. and more specifically described as follows:

Improvements	Total Contract Cost	CDD Eligible	Amount Paid to Date	Requisition Amount	Cost to Complete

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
(PHASES 1A, 1B, AND 1C)**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Burnham Construction, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The *Florida Independent Contractor Agreement for Land Development*, dated December 9, 2020, *Change Order #1* dated October 14, 2021, *Change Order #2* dated October 21, 2021, and *Change Order #3* dated November 10, 2021 between the Developer and Contractor (together, "**Improvement Agreement**") has been assigned to the Bridgewater North Community Development District ("**District**") as it relates to certain improvements ("**Improvements**") as described on **Exhibit A** attached hereto. Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a. \_\_\_\_ Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b. \_\_\_\_ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, Florida Statutes, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), Florida Statutes; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_ day of \_\_\_\_\_, 2022.

**BURNHAM CONSTRUCTION, INC.**

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

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. S/He [\_\_\_] is personally known to me or [\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

## EXHIBIT A

### DESCRIPTION OF PROJECT

The Phases 1A, 1B, and 1C improvements (“Improvements”) identified in the *Florida Independent Contractor Agreement for Land Development*, dated December 9, 2020, *Change Order #1* dated October 14, 2021, *Change Order #2* dated October 21, 2021, and *Change Order #3* dated November 10, 2021 between Developer and Burnham Construction, Inc. and more specifically described as follows:

Improvements	Total Contract Cost	CDD Eligible	Amount Paid to Date	Requisition Amount	Cost to Complete

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)  
(PHASES 1A, 1B, AND 1C)**

**1. ASSIGNMENT.** This Addendum applies to that certain *Florida Independent Contractor Agreement for Land Development*, dated December 9, 2020 dated, *Change Order #1* dated October 14, 2021, *Change Order #2* dated October 21, 2021, and *Change Order #3* dated November 10, 2022 between the Bridgewater North Community Development District (“**District**”) and Burnham Construction, Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of St. Johns County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, Florida Statutes. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

**3. INSURANCE.** In existing to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable 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. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, 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.

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

**5. RETAINAGE.** The following provision addresses the holding of retainage under the Contract:

Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all documents required for and final payment to the Contractor, subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including Sections 218.735 and 255.078, Florida Statutes.

**6. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Two Million Dollars (\$2,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**7. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached

purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**8. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.

- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that 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 completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**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 (904) 436-6270, [MDOBBINS@RIZZETTA.COM](mailto:MDOBBINS@RIZZETTA.COM), OR AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

**9. SOVEREIGN IMMUNITY.** Nothing in the Contract 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 the Contract 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.

**10. NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

**If to the District:** Bridgewater North Community Development  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, Florida 32301  
Attn: Katie S. Buchanan



**11. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), Florida Statutes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**12. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**13. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**14. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**15. COUNTERPARTS; ELECTRONIC SIGNATURES.** THE Contract 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 Contract 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.

**16. E-VERIFY.** The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition of the Assignment and the Addendum, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of

such affidavit for the duration of the agreement and provide a copy to the Owner upon request. Any party may terminate the Contract or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**BURNHAM CONSTRUCTION, INC.**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name of Witness

**BRIDGEWATER NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement

**EXHIBIT A**

**SCRUTINIZED COMPANIES STATEMENT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Bridgewater North Community Development District.

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, "**Prohibited Criteria**"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

\_\_\_\_\_  
Signature by authorized representative of Contractor

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_  
(SEAL)

## EXHIBIT B

### PUBLIC ENTITY CRIMES STATEMENT

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Bridgewater North Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ (“Contractor”) and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor’s business address is \_\_\_\_\_  
\_\_\_\_\_
4. Contractor’s Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Contractor: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT C**

**BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

**CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Contractor: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

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

**BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
<b>Project Total</b>			

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.



**AFFIDAVIT REGARDING COSTS PAID**  
**(PHASES 1A, 1B, AND 1C)**

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

I, \_\_\_\_\_, of **Forestar (USA) Real Estate Group, Inc.**, a Delaware corporation (“**Forestar**”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is \_\_\_\_\_ and I have authority to make this affidavit on behalf of Forestar as shown below.

3. Forestar is the developer of certain lands within the Bridgewater North Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).

4. The District’s **Master Engineer’s Report**, dated July 21, 2021, as amended, **supplemented and restated** (“**Engineer’s Report**”) describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.

5. Forestar has expended funds to develop and/or acquire certain of the public infrastructure improvements and/or work product described in the Engineer’s Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and/or work product that have been completed to date and states the amounts that Forestar has spent on those improvements and/or work product. **Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Grantor agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.**

6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the infrastructure improvements and/or work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

**Forestar (USA) Real Estate Group, Inc.,**  
a Delaware corporation

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

Title: \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

\_\_\_\_\_  
(Name typed, printed or stamped)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

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

**Exhibit A – Description of Phases 1A, 1B, and 1C**

**EXHIBIT A**

**DESCRIPTION OF PROJECT**

The Phases 1A, 1B, and 1C improvements (“Improvements”) identified in the *Florida Independent Contractor Agreement for Land Development*, dated December 9, 2020, *Change Order #1* dated October 14, 2021, *Change Order #2* dated October 21, 2021, and *Change Order #3* dated November 10, 2021 between Developer and Burnham Construction, Inc. and more specifically described as follows:

Improvements	Total Contract Cost	CDD Eligible	Amount Paid to Date	Requisition Amount	Cost to Complete

**ACKNOWLEDGMENT AND RELEASE  
(PHASES 1A, 1B, AND 1C)**

THIS ACKNOWLEDGMENT AND RELEASE (“**Release**”) is made the \_\_\_ day of \_\_\_\_\_, 2022, by **BURNHAM CONSTRUCTION, INC.**, having offices located at 11413 Enterprise East Boulevard, Macclenny, Florida 32063 (“**Contractor**”), in favor of the **Bridgewater North Community Development District**, which is a local unit of special-purpose government situated in St. Johns County, Florida, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“**District**”).

**RECITALS**

**WHEREAS**, pursuant to that certain *Florida Independent Contractor Agreement for Land Development*, dated December 9, 2020, *Change Order #1* dated October 14, 2021, *Change Order #2* dated October 21, 2021, and *Change Order #3* dated November 10, 2021 (together, “**Improvement Agreement**”) between Contractor and Forestar (USA) Real Estate Group, Inc. (“**Developer**”), Contractor has constructed for Developer certain improvements, as described in **Exhibit A** (“**Improvements**”); and

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

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

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

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

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired from Developer the Improvements constructed by Contractor in connection with the Contract, and accordingly, the District now has the unrestricted right to rely upon the terms of the Contract related to the Improvements for the same. However, the District’s acquisition of the Improvements and receipt of rights under the Contract, hereunder or otherwise, does not extinguish or limit the rights and remedies of the Developer under the Contract and is without prejudice thereto. Contractor hereby consents to the assignment, transfer and conveyance (if and as applicable) of the Improvements and the Contract in whole or in part (and any rights thereunder) as more particularly described herein. In the event any assignment of the Contract or rights thereunder is accomplished hereby or otherwise made in connection with the Improvements, Contractor recognizes that the same shall be partially limited to the Contract as it pertains to the Improvements and that the Contract shall otherwise remain in full force and effect as it pertains to any work or improvements not constituting the Improvements.

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

**SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

**SECTION 5. CERTIFICATE OF PAYMENT.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies (to and for the benefit of the District and the Developer) that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$ \_\_\_\_\_ in retainage or other amounts related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

[CONTINUED ON NEXT PAGE]

**SECTION 7. EFFECTIVE DATE.** This Release shall take effect upon execution.

**BURNHAM CONSTRUCTION, INC.**

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

STATE OF FLORIDA        )  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me by means of  physical presence or  online notarization appeared \_\_\_\_\_, of Burnham Construction, Inc., and that said person signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

EXECUTED and sealed in the County and State named above this \_\_\_\_ day of \_\_\_\_\_, 2021.

(NOTARIAL SEAL)

\_\_\_\_\_  
Print Name:  
Notary Public, State of Florida  
My Commission No.:  
My Commission Expires:

**CERTIFICATE OF DISTRICT ENGINEER  
FOR ASSIGNMENT OF IMPROVEMENTS  
(PHASES 1A, 1B, AND 1C)**

\_\_\_\_\_, 2022

Board of Supervisors  
Bridgewater North Community Development District

Re: Bridgewater North Community Development District (St. Johns County, Florida)  
Assignment of Improvements

Ladies and Gentlemen:

The undersigned, a representative of \_\_\_\_\_ (“**District Engineer**”), as District Engineer for the Bridgewater North Community Development District (“**District**”), hereby makes the following certifications in connection with the District’s acceptance of certain improvements within the District (“**Improvements**”) as identified in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District’s capital improvement plan as set forth in the *Master Engineer’s Report for Bridgewater North Community Development District, dated July 21, 2021* (“**Engineer’s Report**”), and specially benefit property within the District as further described in the Engineer’s Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).

[CONTINUED ON FOLLOWING PAGE]

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. He [] is personally known to me or [] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida



**EXHIBIT A**

**DESCRIPTION OF PROJECT**

The Phases 1A, 1B, and 1C improvements (“Improvements”) identified in the *Florida Independent Contractor Agreement for Land Development*, dated December 9, 2020, *Change Order #1* dated October 14, 2021, *Change Order #2* dated October 21, 2021, and *Change Order #3* dated November 10, 2021 between Developer and Burnham Construction, Inc. and more specifically described as follows:

Improvements	Total Contract Cost	CDD Eligible	Amount Paid to Date	Requisition Amount	Cost to Complete

**FORM OF REQUISITION  
BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022**

The undersigned, an Authorized Officer of Bridgewater North Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank Trust Company, National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of March 1, 2022, as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of March 1, 2022 (collectively, the "Indenture"). All capitalized terms used herein shall have the meaning ascribed to such term in the Indenture.

(A) Requisition Number: #\_\_\_

(B) Name of Payee: ***Forestar (USA) Real Estate Group, Inc.***

(C) Amount Payable:

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable): ***Acquisition of Improvements***

(E) Fund, Account or subaccount from which disbursement is to be made: ***Series 2022 Acquisition and Construction Account***

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2022 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2022 Project and each represents a Cost of the Series 2022 Project, and has not previously been paid out of such Account or subaccount;

OR

this requisition is for Costs of Issuance payable from the Series 2022 Costs of Issuance Account that has not previously been paid out of such Account.

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

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

Originals or copies of the invoice(s) from the contractor of the improvements acquired or services rendered (or other equivalent supporting documents) with respect to which disbursement is hereby requested are on file with the District.

**BRIDGEWATER NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

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

If this requisition is for a disbursement from other than the Series 2022 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2022 Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the Series 2022 Project with respect to which such disbursement is being made, and (iii) the report of the Consulting Engineer attached as an Exhibit to the [\_\_\_\_\_] Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

\_\_\_\_\_  
Consulting Engineer