

Board of Supervisors:

Michael Lawson - Chairman
Doug Draper - Vice Chairman
Diane Allenbaugh - Assistant Secretary
Regis Steighner - Assistant Secretary
Brittany Crutchfield - Assistant Secretary

District Staff:

Audette Bruce - District Manager
Brian Quillen - Operations Director
Jim Bugos - Field Services Manager
Tyson Waag - District Engineer
John Vericker - District Counsel

Stoneybrook North Community Development District

Regular Meeting Agenda

Tuesday, January 27, 2026 at 2:00 P.M.

Hyatt Place Ft. Myers at the Forum, 2600 Champion Ring Road, Fort Myers, FL 33905

Teams:

Dial In: +1 312-667-7136

Meeting ID: 214 574 973 934 19

Passcode: ys3Ja63L

Dear Supervisors:

A meeting of the Board of Supervisors of the Stoneybrook North Community Development District is scheduled for **Tuesday, January 27, 2026, at 2:00 p.m.** at the **Hyatt Place Ft. Myers at the Forum, 2600 Champion Ring Road, Fort Myers, FL 33905**. The following is the agenda for this meeting for your review and consideration. The Advanced Meeting Package is a working document, and thus all materials are considered drafts. Any additional support material will be distributed at the meeting.

1. Roll Call
2. Audience Comments – (limited to 3 minutes per individual for agenda items)
3. Business Items
 - A. Consideration for Adoption – **Resolution 2026-09**, FY 2026 Budget Amendment **Exhibit 1**
 - Exhibit A - FY 2025-2026 Amended Budget
4. Consent Agenda
 - A. Consideration for Acceptance – The Unaudited November 2025 Financials **Exhibit 2**
 - B. Consideration for Acceptance – The Unaudited December 2025 Financials **Exhibit 3**
 - The Negative Variance for December 2025 **Exhibit 4**
 - C. Consideration for Approval – The Meeting Minutes of the Board of Supervisors Regular Meeting and Public Hearing Held on December 5, 2025 **Exhibit 5**
 - D. Consideration for Approval – The Meeting Minutes of the Board of Supervisors Special Meeting Held on December 19, 2025 **Exhibit 6**
 - E. Ratification of Landscape Inspection Services and Software Platform Agreement **Exhibit 7**

District Office:

Kai (formerly Breeze/BreezeHome)
2502 N. Rocky Point Dr.,
Suite 1000, Tampa, FL 33607

Meeting Location:

Hyatt Place Ft. Myers at the Forum
2600 Champion Ring Road
Fort Myers, FL 33905

Board of Supervisors:

Michael Lawson - Chairman
Doug Draper - Vice Chairman
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5. Staff Reports

A. District Counsel

B. District Engineer

- Investigation of Storm Drains and Curbing in SBN Exhibit 8
- Consideration for Approval – Community Mapping Proposal - \$8,500.00 Exhibit 9

C. Field Operations Manager: Kai – Jim Bugos

- Field Inspection Report Dated January 17, 2026 Exhibit 10
- Solitude – Pond Inspection Report Dated January 21, 2025 Exhibit 11
- Consideration for Approval – Bridge Builders – Wear Deck Replacement - \$98,800.00 Exhibit 12
- Consideration for Approval – Manhattan Road & Bridge – Wear Deck Replacement - \$240,936.00 Exhibit 13
 - MSDS for CCA Wood Preservative Exhibit 14
 - Ultra Wood RX Data Sheet Exhibit 15
- Consideration for Approval – 4K’s Construction Cleanup LLC – Wear Deck Replacement - \$226,000.00 Exhibit 16

D. District Manager

- Landscape RFP – Scope of Work Exhibit 17
- Discussion on Tow Contract Exhibit 18

6. Supervisors Requests

7. Audience Comments – New Business – (limited to 3 minutes per individual for non-agenda items)

8. Adjournment

We look forward to seeing you at the meeting. In the meantime, if you have any questions or would like to obtain a copy of the full agenda, please do not hesitate to call us at 813-565-4663.

Sincerely,

Audette Bruce
District Manager

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2502 N. Rocky Point Dr.,
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Meeting Location:

Hyatt Place Ft. Myers at the Forum
2600 Champion Ring Road
Fort Myers, FL 33905

EXHIBIT 1

AGENDA

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF STONEYBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT AMENDING ITS BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “**Board**”) of Stoneybrook North Community Development District (the “**District**”) previously adopted its budget for fiscal year 2025-2026;

WHEREAS, the Board desires to reallocate funds budgeted to reflect appropriated revenues and expenses approved during the fiscal year;

WHEREAS, the District is empowered by Section 189.016, Florida Statutes, to amend the budget at any time during a fiscal year based on actual revenues and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Recitals**. The foregoing recitals are hereby incorporated as the findings of fact of the Board.
2. **Amending the Budget for Fiscal Year 2025-2026**. The Budget for Fiscal Year 2025-2026 is hereby amended as shown in **Exhibit “A”** attached hereto. The District Manager shall post the amended budget on the District’s official website within five (5) days adoption and will ensure it remains on the website for at least two (2) years.
3. **Effective Date**. This Resolution shall become effective immediately upon its adoption.

Passed and adopted on January 27, 2026

Attest:

**Stoneybrook North Community
Development District**

Name: _____
Secretary/Assistant Secretary

Michael Lawson
Chair of the Board of Supervisors

Exhibit A: 2025/2026 Amended Budget

FY 2026 AMENDED BUDGET

STATEMENT 1
STONEYBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT
FY 2026 AMENDED BUDGET
GENERAL FUND (O&M)

	FY 2026 ADOPTED BUDGET	VARIANCE	FY 2026 ADOPTED BUDGET
I. REVENUE			
GENERAL FUND REVENUES - ON ROLL	\$ 841,662	\$ -	\$ 841,662
GENERAL FUND REVENUES - OFF ROLL	594,709	-	594,709
GENERAL FUND REVENUES - LOT CLOSINGS	-	-	-
GENERAL FUND REVENUES - O&M ASSESSMENT/EXCESS FEES	-	-	-
DEVELOPER INTERIM FUNDING - OPERATING	-	-	-
GAP LOAN PROCEEDS - OTHER FINANCING SOURCE	-	367,290	367,290
MISCELLANEOUS	-	-	-
LOT CLOSINGS	-	-	-
INSURANCE REIMBURSEMENT- HURRICANE	-	-	-
TOTAL REVENUE	1,436,371	367,290	1,803,661
II. EXPENDITURES			
GENERAL ADMINISTRATIVE			
SUPERVISORS COMPENSATION	12,000	-	12,000
PAYROLL TAXES	918	-	918
PAYROLL SERVICES	490	-	490
TRAVEL PER DIEM	1,000	-	1,000
MANAGEMENT CONSULTING SERVICES	48,000	-	48,000
CONSTRUCTION ACCOUNTING SERVICES	4,500	-	4,500
PLANNING AND COORDINATING SERVICES	19,000	-	19,000
ADMINISTRATIVE SERVICES	3,600	-	3,600
BANK FEES	150	-	150
MISCELLANEOUS	500	-	500
AUDITING SERVICES	4,400	-	4,400
INSURANCE	60,760	-	60,760
REGULATORY AND PERMIT FEES	175	-	175
LEGAL ADVERTISEMENTS	1,500	-	1,500
ENGINEERING SERVICES	4,000	-	4,000
LEGAL SERVICES	12,000	-	12,000
WEBSITE HOSTING	2,015	-	2,015
MEETING ROOM RENTAL	1,200	-	1,200
ADMINISTRATIVE OTHER	-	-	-
ADMINISTRATIVE CONTINGENCY	10,750	-	10,750
TOTAL GENERAL ADMINISTRATIVE	186,958	-	186,958
DEBT ADMINISTRATION:			
DISSEMINATION AGENT	11,000	-	11,000
TRUSTEE FEES	11,814	-	11,814
TRUST FUND ACCOUNTING	3,000	-	3,000
DEVELOPER INTERIM FUNDING - OPERATING	-	-	-

STATEMENT 1
STONEYBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT
FY 2026 AMENDED BUDGET
GENERAL FUND (O&M)

	FY 2026 ADOPTED BUDGET	VARIANCE	FY 2026 ADOPTED BUDGET
ARBITRAGE	1,425	-	1,425
GAP LOAN REPAYMENT		367,290	367,290
GAP LOAN REQUIRED RESERVE		14,065	14,065
GAP LOAN - COST OF ISSUANCE		8,198	8,198
GAP LOAN INTEREST		14,075	14,075
TOTAL DEBT ADMINISTRATION	27,239	403,628	430,867
PHYSICAL ENVIRONMENT EXPENDITURES			
SECURITY	-	-	-
STREETPOLE LIGHTING & REPAIRS	251,616	-	251,616
ELECTRICITY (IRRIGATION & POND PUMPS)	71,568	-	71,568
GATE MAINTENANCE & MONITORING	22,160	-	22,160
RUST CONTROL	38,400	-	38,400
COMPREHENSIVE FIELD SERVICES	15,000	-	15,000
WATER	400	-	400
LANDSCAPING MAINTENANCE	338,000	-	338,000
LANDSCAPE REPLENISHMENT	-	-	-
IRRIGATION MAINTENANCE	155,400	-	155,400
NPDES MONITORING	5,400	-	5,400
POND MAINTENANCE	55,000	-	55,000
POND AERATION	25,000	-	25,000
DECORATIVE LIGHTS	-	-	-
GATE ACCESS & FOBS	6,000	-	6,000
GATE SYSTEM ENHANCEMENTS	24,000	-	24,000
PET WASTE REMOVAL	7,230	-	7,230
HOLIDAY DECORATIONS	15,000	-	15,000
PRESSURE WASHING	10,000	-	10,000
ENTRY BRIDGE FEATURES	65,000	-	65,000
PRESERVE MAINTENANCE	17,000	-	17,000
PHYSICAL ENVIRONMENT OTHER	-	-	-
PHYSICAL ENVIRONMENT CONTINGENCY	100,000	(36,338)	63,662
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	1,222,174	(36,338)	1,185,836
TOTAL EXPENDITURES	1,436,371	367,290	1,803,661
III. EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	-
FUND BALANCE - BEGINNING	26,677		26,677
FUND BALANCE - ENDING	\$ 26,677		\$ 26,677

EXHIBIT 2

AGENDA

Stoneybrook Community Development District

Summary Financial Statements (Unaudited)

November 30, 2025

Stoneybrook North CDD
Balance Sheet
November 30, 2025

	<u>General Fund</u>	<u>Debt Service 2017 A1</u>	<u>Debt Service 2017 A3</u>	<u>Debt Service 2022</u>	<u>TOTAL</u>
1 <u>ASSETS:</u>					
2 CASH - OPERATING ACCTS	\$ 69,306	\$ -	\$ -	\$ -	\$ 69,306
3 CASH - OPERATING ACCTS-RESTRICTED	39,572	-	-	-	39,572
4 INVESTMENTS:	-				
5 REVENUE TRUST FUND	-	106,153	1,311	4,093	111,557
6 INTEREST FUND	-	-	-	-	-
7 RESERVE FUND	-	281,094	203,863	282,144	767,100
8 PREPAYMENT FUND	-	-	-	585	585
9 OPTIONAL REDEMPTION	-	-	1,904	-	1,904
10 ACCOUNTS RECEIVABLE	-	-	-	-	-
11 ASSESSMENTS RECEIVABLE - ON ROLL	764,552	255,341	-	136,485	1,156,377
12 ASSESSMENTS RECEIVABLE - OFF ROLL	2,465	-	-	-	2,465
13 ACCRUED REVENUE	-	-	-	-	-
14 DUE FROM GENERAL FUND	-	25,795	-	13,777	39,572
15 DEPOSITS	17,200	-	-	-	17,200
16 PREPAID ITEMS	36,293	-	-	-	36,293
17 TOTAL ASSETS	\$ 929,387	\$ 668,382	\$ 207,077	\$ 437,084	\$ 2,241,930
18 <u>LIABILITIES:</u>					
19 ACCOUNTS PAYABLE	\$ 152,808	\$ -	\$ -	\$ -	\$ 152,808
20 DUE TO OTHER FUNDS	-	-	-	-	-
21 ACCRUED EXPENSES	-	-	-	-	-
22 DEFERRED REVENUE ON-ROLL	764,552	255,341	-	136,485	1,156,377
23 DEFERRED REVENUE OFF-ROLL	-	-	-	-	-
24 <u>OTHER LIABILITIES:</u>					
25 DUE TO DS	39,572	-	-	-	39,572
26 DEVELOPER INTERIM FUNDING PAYABLE	29,278	-	-	-	29,278
27 <u>FUND BALANCE:</u>					
28 NON SPENDABLE	53,493	-	-	-	53,493
29 RESTRICTED FOR DEBT SERVICE	-	413,041	207,077	300,599	920,718
30 UNASSIGNED	(110,316)	-	-	-	(110,316)
31 TOTAL LIABILITIES & FUND BALANCE	\$ 929,387	\$ 668,382	\$ 207,077	\$ 437,084	\$ 2,241,930

Stoneybrook North CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through November 30, 2025

	FY 2026 Adopted Budget	FY 2026 Budget Year-to-Date	FY 2026 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
1 REVENUE				
2 GENERAL FUND REVENUES - ON ROLL	\$ 841,662	\$ 84,166	\$ 77,110	(7,056)
3 DEVELOPER FUNDING REVENUES	594,709	99,118	16,422	(82,696)
4 LOT CLOSINGS	-	-	-	-
5 INTEREST	-	-	-	-
6 MISC REVENUE	-	-	-	-
7 REIMBURSEMENT FOR SECURITY	-	-	-	-
8 TOTAL REVENUE	<u>\$ 1,436,371</u>	<u>\$ 183,284</u>	<u>\$ 93,533</u>	<u>\$ (89,752)</u>
9 EXPENDITURES				
10 GENERAL ADMINISTRATIVE				
11 SUPERVISORS COMPENSATION	\$ 12,000	\$ 2,000	\$ 1,200	\$ 800
12 PAYROLL TAXES	918	153	61	92
13 PAYROLL SERVICES	490	82	50	32
14 TRAVEL PER DIEM	1,000	167	96	71
15 MANAGEMENT CONSULTING SERVICES	48,000	8,000	8,000	-
16 CONSTRUCTION ACCOUNTING SERVICES	4,500	750	750	-
17 PLANNING AND COORDINATING SERVICES	19,000	3,167	3,167	0
18 ACCOUNTING SERVICES	-	-	-	-
19 ADMINISTRATIVE SERVICES	3,600	600	600	-
20 BANK FEES	150	25	-	25
21 MISCELLANEOUS	500	83	368	(285)
22 AUDITING SERVICES	4,400	733	-	733
23 INSURANCE	60,760	10,127	8,253	1,874
24 REGULATORY AND PERMIT FEES	175	29	175	(146)
25 LEGAL ADVERTISEMENTS	1,500	250	1,072	(822)
26 ENGINEERING SERVICES	4,000	667	2,619	(1,953)
27 LEGAL SERVICES	12,000	2,000	5,975	(3,975)
28 WEBSITE HOSTING	2,015	336	336	(0)
29 MEETING ROOM RENTAL	1,200	200	180	20
30 ADMINISTRATIVE CONTINGENCY	10,750	1,792	-	1,792
31 TOTAL GENERAL ADMINISTRATIVE	<u>186,958</u>	<u>31,160</u>	<u>32,901</u>	<u>(1,741)</u>

Stoneybrook North CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through November 30, 2025

	FY 2026 Adopted Budget	FY 2026 Budget Year-to-Date	FY 2026 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
32 DEBT ADMINISTRATION				
33 DISSEMINATION AGENT	11,000	1,833	250	1,583
34 TRUSTEE FEES	11,814	1,969	1,640	329
35 TRUST FUND ACCOUNTING	3,000	500	500	-
36 DEVELOPER INTERIM FUNDING - OPERATING	-	-	-	-
37 ARBITRAGE	1,425	238	475	(238)
38 TOTAL DEBT ADMINISTRATION	<u>27,239</u>	<u>4,540</u>	<u>2,865</u>	<u>1,675</u>
39 PHYSICAL ENVIRONMENT				
40 STREETPOLE LIGHTING (170 Solar Streetlights)	251,616	41,936	21,183	20,753
41 ELECTRICITY (IRRIGATION & POND PUMPS)	71,568	11,928	5,059	6,869
42 RUST CONTROL	38,400	6,400	6,400	-
43 COMPREHENSIVE FIELD SERVICES	15,000	2,500	2,500	-
44 WATER	400	67	32	35
45 LANDSCAPING MAINTENANCE	338,000	56,333	60,446	(4,113)
46 IRRIGATION MAINTENANCE	155,400	25,900	21,021	4,879
47 NPDES MONITORING	5,400	900	-	900
48 POND MAINTENANCE	55,000	9,167	8,784	382
49 POND AERATION	25,000	4,167	-	4,167
50 GATE MAINTENANCE	22,160	22,160	3,730	18,430
51 GATE ACCESS & FOBS	6,000	1,000	-	1,000
52 GATE SYSTEM ENHANCEMENTS	24,000	4,000	4,510	(510)
53 PET WASTE REMOVAL	7,230	1,205	1,506	(301)
54 HOLIDAY DECORATIONS	15,000	2,500	-	2,500
55 PRESSURE WASHING	10,000	1,667	-	1,667
56 ENTRY BRIDGE FEATURES	65,000	10,833	-	10,833
57 PRESERVE MAINTENANCE	17,000	2,833	-	-
58 PHYSICAL ENVIRONMENT CONTINGENCY	100,000	16,667	6,095	10,572
59 TOTAL PHYSICAL ENVIRONMENT	<u>1,222,174</u>	<u>203,696</u>	<u>141,266</u>	<u>78,063</u>
60 TOTAL EXPENDITURES	<u>1,436,371</u>	<u>239,395</u>	<u>177,032</u>	<u>62,363</u>
61 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>-</u>	<u>(56,111)</u>	<u>(83,499)</u>	<u>(27,388)</u>
57 TRANSFER IN			-	
58 FUND BALANCE - BEGINNING			26,677	
59 FUND BALANCE - ENDING			<u>\$ (56,822)</u>	

Stoneybrook North CDD
Debt Service Fund - Series 2017 A-1
Statement of Revenues, Expenses, and Changes in Fund Balance
For the period from October 1, 2025 through November 30, 2025

	FY 2025 Adopted Budget	FY 2025 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
1 REVENUE			
2 SPECIAL ASSESSMENT (NET)	\$ 281,094	\$ 25,753	\$ (255,341)
3 SPECIAL ASSESSMENT - OFF ROLL (NET)	-	-	-
4 INTEREST	-	3,496	3,496
5 LOT CLOSINGS	-	-	-
6 LESS: DISCOUNT ASSESSMENTS	-	-	-
7 TOTAL REVENUE	281,094	29,249	(251,845)
8 DEBT SERVICE:			
9 INTEREST EXPENSE			-
10 NOVEMBER 1, 2025	97,188	99,188	(2,001)
11 MAY 1, 2026	97,188	-	97,188
12 PREPAYMENT	-	-	-
13 PRINCIPAL RETIREMENT	-	-	-
14 PRINCIPAL PAYMENT			
15 NOVEMBER 1, 2025	85,000	80,000	5,000
16 TOTAL EXPENDITURES	279,375	179,188	100,187
17 EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ 1,719	\$ (149,939)	\$ (151,658)
18 OTHER FINANCING SOURCES (USES)			
19 BOND PROCEEDS	-	-	-
20 TRANSFER IN	-	-	-
21 TRANSFER OUT (USES)	-	-	-
22 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-
23 FUND BALANCE - BEGINNING		562,980	
24 FUND BALANCE - ENDING		\$ 413,041	\$ 413,041

Stoneybrook North CDD
Debt Service Fund - Series 2017 A-3
Statement of Revenues, Expenses, and Changes in Fund Balance
For the period from October 1, 2025 through November 30, 2025

	FY 2025 Adopted Budget	FY 2025 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
1 REVENUE			
2 SPECIAL ASSESSMENT (NET)	\$ -	\$ -	\$ -
3 SPECIAL ASSESSMENT - OFF ROLL (NET)	203,863	98,473	(105,389)
4 INTEREST	-	1,334	1,334
5 LOT CLOSINGS	-	-	-
6 LESS: DISCOUNT ASSESSMENTS	-	-	-
7 TOTAL REVENUE	203,863	99,807	(104,056)
8 DEBT SERVICE:			
9 COUNTY - ASSESSMENT COLLECTION FEES	-	-	-
10 INTEREST EXPENSE			
11 NOVEMBER 1, 2025	101,931	101,931	-
12 MAY 1, 2026	101,931	-	101,931
13 PREPAYMENT	-	-	-
14 PRINCIPAL RETIREMENT	-	-	-
15 PRINCIPAL PAYMENT			
16 NOVEMBER 1, 2025	-	-	-
17 TOTAL EXPENDITURES	203,863	101,931	101,931
18 EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ (2,124)	\$ (2,124)
19 OTHER FINANCING SOURCES (USES)			
20 BOND PROCEEDS	-	-	-
21 TRANSFER IN	-	-	-
22 TRANSFER OUT (USES)	-	-	-
23 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-
24 FUND BALANCE - BEGINNING		209,202	
25 FUND BALANCE - ENDING		\$ 207,078	

Stoneybrook North CDD
Debt Service Fund - Series 2022
Statement of Revenues, Expenses, and Changes in Fund Balance
For the period from October 1, 2025 through November 30, 2025

	FY 2025 Adopted Budget	FY 2025 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
1 REVENUE			
2 SPECIAL ASSESSMENT (NET)	\$ 150,250	\$ 13,765	\$ (136,485)
3 SPECIAL ASSESSMENT - OFF ROLL (NET)	131,894	80,047	(51,847)
4 INTEREST	-	4,372	4,372
5 LOT CLOSINGS	-	-	-
6 PREPAYMENT REVENUE	-	-	-
7 LESS: DISCOUNT ASSESSMENTS	-	-	-
8 TOTAL REVENUE	282,144	98,184	(183,960)
9 DEBT SERVICE:			
10 COUNTY - ASSESSMENT COLLECTION FEES	-	-	-
11 INTEREST EXPENSE			-
12 NOVEMBER 1, 2025	112,584	114,097	(1,513)
13 MAY 1, 2026	112,584	-	112,584
14 PREPAYMENT	-	295,000	(295,000)
15 PRINCIPAL PAYMENT			
16 NOVEMBER 1, 2024	55,000	55,000	-
17 TOTAL EXPENDITURES	280,169	464,097	(183,928)
18 EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ 1,975	\$ (365,913)	\$ (367,888)
19 OTHER FINANCING SOURCES (USES)			
20 BOND PROCEEDS	-	-	-
21 TRANSFER IN	-	-	-
22 TRANSFER OUT (USES)	-	-	-
23 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-
24 FUND BALANCE - BEGINNING		666,512	
25 FUND BALANCE - ENDING		\$ 300,599	

Stoneybrook North CDD
Cash Reconciliation - General Fund
November 30, 2025

		<u>Bank United</u> <u>(Operating Acct)</u>
Balance Per Bank Statement	\$	143,023.17
Plus: Deposits/transfers in transit		
Less: Outstanding Checks		(34,145.70)
<i>Adjusted Bank Balance</i>	\$	<u>108,877.47</u>
Beginning Cash Balance Per Books	\$	70,874.70
Cash Deposits		166,290.26
Cash Disbursements		(128,287.49)
<i>Balance Per Books</i>	\$	<u>108,877.47</u>

**Stoneybrook North CDD
FY 2026
Check Register**

Date	Num	Name	Memo	Disbursement	Deposit	Balance
09/30/2025		EOY BALANCE		27,943.34	\$ 3,365.11	\$ 14,915.87
10/1/2025	100125ACH	Lee County Utilities	LEE COUNTY ELECT ACH 7798579239 Stoneybrook North CDD	2,629.77		12,286.10
10/3/2025		North Brook Holdings			148,204.83	160,490.93
10/3/2025		North Brook Holdings			7,708.00	168,198.93
10/3/2025		North Brook Holdings			774.51	168,973.44
10/6/2025	100476	Kai Connected, LLC	Invoice: 4759 (Reference: Professional Management Services-Sep 2025.)	6,550.00		162,423.44
10/6/2025	100477	Gig Fiber, LLC - Streetleaf	Invoice: 5026 (Reference: Solar Equipment Lease Income-Aug 2025.) Invoice: 5027 (Reference: Sol	21,183.00		141,240.44
10/6/2025	100478	US Bank	Invoice: 7871614 (Reference: Trustee, Incidental Expenses.)	6,411.13		134,829.31
10/6/2025	100479	Arbitrage Rebate Counselors	Invoice: 090625- (Reference: Annual Arbitrage Report for the period July 27, 2023 to July 27 2024.	475.00		134,354.31
10/6/2025	100480	Business Observer	Invoice: 25-03441L (Reference: Notice of Meetings-Legal Advertising-Sep 2025.)	91.88		134,262.43
10/6/2025	100481	Straley Robin Vericker	Invoice: 27099 (Reference: For Professional Services Rendered Through August 31, 2025.) Invoice	2,578.50		131,683.93
10/6/2025	100482	Kai	Invoice: 20938 (Reference: Service Area Service Area CDD.)	1,158.00		130,525.93
10/6/2025	100483	Suncoast Rust Control, Inc.	Invoice: 08156 (Reference: Commercial: Monthly water treatment (iron/rust) and service fee for pre	6,400.00		124,125.93
10/6/2025	100484	4K's Construction Cleanup LLC	Invoice: STREET SIGN RE081425 (Reference: DESIGN AND INSTALL 2 STREET SIGNS. SWELL BROOKS CT/CRONI	560.00		123,565.93
10/6/2025	100485	ECS Integrations LLC	Invoice: 102895 (Reference: TROUBLE SHOOT GATE MOTOR AT RESIDENCE GATE FOUND GEAR BOX TO BE LEAKIN	2,290.00		121,275.93
10/8/2025	100486	Solitude Lake Management		19,838.61		101,437.32
10/15/2025	100487	Sunrise Landscape	Invoice: 286720 (Reference: Irrigation Calls and Repairs during July for Phase 3 (Stoneybrook Nort	15,058.71		86,378.61
10/16/2025	100488	Sunrise Landscape	Invoice: 286729 (Reference: Landscape Labor and materials per island.)	13,600.00		72,778.61
10/16/2025	100489	Kai	Invoice: 21129 (Reference: Ramp Stoneybrook North FedEx.)	26.79		72,751.82
10/20/2025	102025ACH	Lee County Utilities	LEE COUNTY ACH 7798579239 Stoneybrook North CDD	15.85		72,735.97
10/21/2025	100490	Sunrise Landscape	Invoice: 286638 (Reference: Landscape Maintenance - August 2025.) Invoice: 286639 (Reference: C	50,753.00		21,982.97
10/30/2025	164		FY25 Excess Fees		132.34	22,115.31
10/30/2025	166		interest allocation - tax assessments		1,720.19	23,835.50
10/30/2025	166		interest allocation - tax assessments	582.87		23,252.63
10/30/2025	164		FY25 Excess Fees		53.41	23,306.04
10/30/2025	164		FY25 Excess Fees	53.41		23,252.63
10/30/2025	166		interest allocation - tax assessments		582.87	23,835.50
10/31/2025	38	DOUG DRAPER	10/28/25 BOS meeting	70.00		23,765.50
10/31/2025	39	Lori Price	10/28/25 BOS meeting	184.70		23,580.80
10/31/2025	103125ACH	Lee County Utilities	LEE COUNTY ELECT ACH 7798579239 Stoneybrook North CDD	2,429.06		21,151.74
10/31/2025	162			1,152.40		19,999.34
10/31/2025		EOM BALANCE		\$ 154,092.68	\$ 159,176.15	\$ 19,999.34
11/3/2025	300047	IPFS Corporation	Invoice: GAA.D81434-1 (Reference: Payment-1.)	2,458.72		17,540.62
11/12/2025		North Brook Holdings			20,012.14	37,552.76
11/12/2025	128		to book assessments received from county		10,429.63	47,982.39
11/12/2025	128		to book assessments received from county	3,533.97		44,448.42
11/12/2025	128		to book assessments received from county		3,533.97	47,982.39
11/13/2025	WIRE111325	Egis Insurance Advisors, LLC	Invoice: 30378 (Reference: Policy #100125269 10/01/2025-10/01/2026 Florida Insurance Alliance.)	20,012.14		27,970.25
11/14/2025		Brightwater Master Homeowners Association			27,431.00	55,401.25
11/14/2025	100491	Sunrise Landscape	Invoice: 286636 (Reference: Landscape Maintenance - Stoneybrook North (Phase III) - August 2025.	23,986.00		31,415.25
11/14/2025	100492	DIBARTOLOMEO,MCBEE,HARTLEY & BARNES	Invoice: 90113641 (Reference: Services rendered regarding audited financial statements for the yea	3,850.00		27,565.25
11/14/2025	100493	Straley Robin Vericker	Invoice: 27256 (Reference: For Professional Services Rendered Through September 30, 2025.) Invo	681.00		26,884.25
11/14/2025	100494	4K's Construction Cleanup LLC	Invoice: POP ASH CREEK CULVER (Reference: STRING TRIM NORTH AND SOUTH END OF POP ASH CREEK..)	3,900.00		22,984.25
11/14/2025	100495	SchoolNow	Invoice: INV-SN-978 (Reference: Community Development District (CDD) governmental unit management	1,515.00		21,469.25
11/19/2025		North Brook Holdings			219.00	21,688.25
11/19/2025	111925ACH	Lee County Utilities	LEE COUNTY ACH 7798579239 Stoneybrook North CDD	15.85		21,672.40
11/21/2025	100496	Kai	Invoice: 21318 (Reference: Ramp-Stoneybrook North CDD - 10.28.25 Meeting Hotel.)	180.00		21,492.40

**Stoneybrook North CDD
FY 2026
Check Register**

Date	Num	Name	Memo	Disbursement	Deposit	Balance
11/21/2025	100497	Kai Connected, LLC	Invoice: 4795 (Reference: Aug-Professional Management, Website Management, General Adm,Website Man	6,550.00		14,942.40
11/21/2025	100498	Sunrise Landscape	Invoice: 20 45008 (Reference: #24046 - Landscape Maintenance Contract - StoneyBrook North CDD Outs	3,245.00		11,697.40
11/21/2025	100499	Suncoast Rust Control, Inc.	Invoice: 08321 (Reference: Commercial: Monthly water treatment (iron/rust) and service fee for pre	3,200.00		8,497.40
11/21/2025	100500	ECS Integrations LLC	Invoice: 103134 (Reference: Camera Management for 3 location, North, South, Lagoon (billed quarter	2,295.00		6,202.40
11/21/2025	100501	Solitude Lake Management	Invoice: PSI209228 (Reference: Annual Maintenance-Oct 2025 Billing.)	1,628.70		4,573.70
11/21/2025	129		to book assessments received from county		104,478.77	109,052.47
11/21/2025	129		to book assessments received from county	35,401.46		73,651.01
11/21/2025	129		to book assessments received from county		35,401.46	109,052.47
11/25/2025	300049	Dept of Economic Opportunity	Invoice: 93279 (Reference: Annual Fee.)	175.00		108,877.47
11/30/2025	EOM BALANCE			\$ 112,627.84	\$ 201,505.97	\$ 108,877.47

EXHIBIT 3

AGENDA

Stoneybrook Community Development District

Summary Financial Statements (Unaudited)

December 31, 2025

Stoneybrook North CDD
Balance Sheet
December 31, 2025

	General Fund	Debt Service 2017 A1	Debt Service 2017 A3	Debt Service 2022	Construction Funds	TOTAL
1 ASSETS:						
2 CASH - OPERATING ACCTS	\$ 965,933	\$ -	\$ -	\$ -	\$ -	\$ 965,933
3 CASH - OPERATING ACCTS-RESTRICTED	437,226	-	-	-	-	437,226
4 CASH - REQUIRED RESERVE GAP LOAN	14,065	-	-	-	-	14,065
5 CASH - CONSTRUCTION	-	-	-	-	100	100
6 INVESTMENTS:	-					
7 REVENUE TRUST FUND	-	107,328	3,844	47,282	-	158,454
8 INTEREST FUND	-	-	-	15,654	-	15,654
9 RESERVE FUND	-	281,094	203,863	259,331	-	744,288
10 PREPAYMENT FUND	-	-	-	523,056	-	523,056
11 OPTIONAL REDEMPTION	-	-	-	-	-	-
12 ACCOUNTS RECEIVABLE	-	-	-	-	-	-
13 ASSESSMENTS RECEIVABLE - ON ROLL	-	-	-	-	-	-
14 ASSESSMENTS RECEIVABLE - OFF ROLL	2,465	-	-	-	-	2,465
15 ACCRUED REVENUE	-	-	-	-	-	-
16 DUE FROM GENERAL FUND	-	284,934	-	152,292	-	437,226
17 DEPOSITS	17,200	-	-	-	-	17,200
18 PREPAID ITEMS	33,764	-	-	-	-	33,764
19 TOTAL ASSETS	\$ 1,470,653	\$ 673,356	\$ 207,707	\$ 997,615	\$ 100	\$ 3,349,430
20 LIABILITIES:						
21 ACCOUNTS PAYABLE	\$ 20,517	\$ -	\$ -	\$ -	\$ -	\$ 20,517
22 DUE TO OTHER FUNDS	-	-	-	-	-	-
23 ACCRUED EXPENSES	12,100	-	-	-	-	12,100
24 DEFERRED REVENUE ON-ROLL	-	-	-	-	-	-
25 DEFERRED REVENUE OFF-ROLL	-	-	-	-	-	-
26 OTHER LIABILITIES:						
27 DUE TO DS	437,226	-	-	-	-	437,226
28 DEVELOPER INTERIM FUNDING PAYABLE	29,278	-	-	-	-	29,278
29 FUND BALANCE:						
30 NON SPENDABLE	50,964	-	-	-	-	50,964
31 RESTRICTED FOR DEBT SERVICE	-	673,356	207,707	997,615	0	1,878,677
32 CONSTRUCTION FUND	-	-	-	-	100	100
33 UNASSIGNED	920,568	-	-	-	-	920,568
34 TOTAL LIABILITIES & FUND BALANCE	\$ 1,470,653	\$ 673,356	\$ 207,707	\$ 997,615	\$ 100	\$ 3,349,430

Stoneybrook North CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through December 31, 2025

	FY 2026 Adopted Budget	FY 2026 Budget Year-to-Date	FY 2026 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
1 REVENUE				
2 GENERAL FUND REVENUES - ON ROLL	\$ 841,662	\$ 336,665	\$ 853,036	\$ 516,371
3 DEVELOPER FUNDING REVENUES	594,709	148,677	16,422	(132,255)
4 LOT CLOSINGS	-	-	-	-
5 INTEREST	-	-	-	-
6 MISC REVENUE	-	-	-	-
7 GAP LOAN PROCEEDS - OTHER FINANCING SOURCES	367,290	367,290	367,290	-
8 REIMBURSEMENT FOR SECURITY	-	-	-	-
9 TOTAL REVENUE	<u>\$ 1,803,661</u>	<u>\$ 852,632</u>	<u>\$ 1,236,748</u>	<u>\$ 384,116</u>
10 EXPENDITURES				
11 GENERAL ADMINISTRATIVE				
12 SUPERVISORS COMPENSATION	\$ 12,000	\$ 3,000	\$ 3,000	\$ -
13 PAYROLL TAXES	918	230	199	31
14 PAYROLL SERVICES	490	123	150	(27)
15 TRAVEL PER DIEM	1,000	250	111	139
16 MANAGEMENT CONSULTING SERVICES	48,000	12,000	12,000	-
17 CONSTRUCTION ACCOUNTING SERVICES	4,500	1,125	1,125	-
18 PLANNING AND COORDINATING SERVICES	19,000	4,750	4,750	-
19 ACCOUNTING SERVICES	-	-	-	-
20 ADMINISTRATIVE SERVICES	3,600	900	900	-
21 BANK FEES	150	38	-	38
22 MISCELLANEOUS	500	125	372	(247)
23 AUDITING SERVICES	4,400	1,100	-	1,100
24 INSURANCE	60,760	15,190	12,379	2,811
25 REGULATORY AND PERMIT FEES	175	175	175	-
26 LEGAL ADVERTISEMENTS	1,500	375	1,140	(765)
27 ENGINEERING SERVICES	4,000	1,000	6,551	(5,551)
28 LEGAL SERVICES	12,000	3,000	6,717	(3,717)
29 WEBSITE HOSTING	2,015	504	504	-
30 MEETING ROOM RENTAL	1,200	300	540	(240)
31 ADMINISTRATIVE CONTINGENCY	10,750	2,688	-	2,688
32 TOTAL GENERAL ADMINISTRATIVE	<u>186,958</u>	<u>46,873</u>	<u>50,612</u>	<u>(3,740)</u>

Stoneybrook North CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through December 31, 2025

	FY 2026 Adopted Budget	FY 2026 Budget Year-to-Date	FY 2026 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
33 DEBT ADMINISTRATION				
34 DISSEMINATION AGENT	11,000	2,750	375	2,375
35 TRUSTEE FEES	11,814	2,954	2,750	204
36 TRUST FUND ACCOUNTING	3,000	750	750	-
37 DEVELOPER INTERIM FUNDING - OPERATING	-	-	-	-
38 ARBITRAGE	1,425	356	475	(119)
39 GAP LOAN REPAYMENT	367,290	91,823	-	91,823
40 GAP LOAN REQUIRED RESERVE	14,065	3,516	14,066	(10,550)
41 GAP LOAN - COST OF ISSUANCE	8,198	2,050	8,198	(6,148)
42 GAP LOAN INTEREST	14,075	3,519	-	3,519
43 TOTAL DEBT ADMINISTRATION	<u>430,867</u>	<u>107,718</u>	<u>26,614</u>	<u>81,104</u>
44 PHYSICAL ENVIRONMENT				
45 STREETPOLE LIGHTING (170 Solar Streetlights)	251,616	62,904	31,775	31,130
46 ELECTRICITY (IRRIGATION & POND PUMPS)	71,568	17,892	6,509	11,383
47 RUST CONTROL	38,400	9,600	9,600	-
48 COMPREHENSIVE FIELD SERVICES	15,000	3,750	3,750	-
49 WATER	400	100	48	52
50 LANDSCAPING MAINTENANCE	338,000	84,500	90,669	(6,169)
51 IRRIGATION MAINTENANCE	155,400	38,850	35,750	3,100
52 NPDES MONITORING	5,400	1,350	-	1,350
53 POND MAINTENANCE	55,000	13,750	13,177	573
54 POND AERATION	25,000	6,250	-	6,250
55 GATE MAINTENANCE	22,160	5,540	3,730	1,810
56 GATE ACCESS & FOBS	6,000	1,500	-	1,500
57 GATE SYSTEM ENHANCEMENTS	24,000	6,000	4,510	1,490
58 PET WASTE REMOVAL	7,230	1,808	2,175	(367)
59 HOLIDAY DECORATIONS	15,000	3,750	10,400	(6,650)
60 PRESSURE WASHING	10,000	2,500	-	2,500
61 ENTRY BRIDGE FEATURES	65,000	16,250	-	16,250
62 PRESERVE MAINTENANCE	17,000	4,250	-	4,250
63 PHYSICAL ENVIRONMENT CONTINGENCY	63,662	15,916	16,642	(726)
64 TOTAL PHYSICAL ENVIRONMENT	<u>1,185,836</u>	<u>296,460</u>	<u>228,733</u>	<u>67,726</u>
65 TOTAL EXPENDITURES	<u>1,803,661</u>	<u>451,051</u>	<u>305,959</u>	<u>145,092</u>
66 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>-</u>	<u>401,581</u>	<u>930,789</u>	<u>529,208</u>
57 TRANSFER IN			-	

Stoneybrook North CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through December 31, 2025

	<u>FY 2026 Adopted Budget</u>	<u>FY 2026 Budget Year-to-Date</u>	<u>FY 2026 Actual Year-to-Date</u>	<u>VARIANCE Favorable (Unfavorable)</u>
58 FUND BALANCE - BEGINNING			26,677	
59 REQUIRED RESERVE GAP LOAN			14,066	
60 FUND BALANCE - ENDING			<u>\$ 971,532</u>	

Stoneybrook North CDD
Debt Service Fund - Series 2017 A-1
Statement of Revenues, Expenses, and Changes in Fund Balance
For the period from October 1, 2025 through December 31, 2025

	FY 2025 Adopted Budget	FY 2025 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
1 REVENUE			
2 SPECIAL ASSESSMENT (NET)	\$ 281,094	\$ 284,892	\$ 3,799
3 SPECIAL ASSESSMENT - OFF ROLL (NET)	-	-	-
4 INTEREST	-	4,671	4,671
5 LOT CLOSINGS	-	-	-
6 LESS: DISCOUNT ASSESSMENTS	-	-	-
7 TOTAL REVENUE	281,094	289,564	8,470
8 DEBT SERVICE:			
9 INTEREST EXPENSE			-
10 NOVEMBER 1, 2025	97,188	99,188	(2,001)
11 MAY 1, 2026	97,188	-	97,188
12 PREPAYMENT	-	-	-
13 PRINCIPAL RETIREMENT	-	-	-
14 PRINCIPAL PAYMENT			
15 NOVEMBER 1, 2025	85,000	80,000	5,000
16 TOTAL EXPENDITURES	279,375	179,188	100,187
17 EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ 1,719	\$ 110,376	\$ 108,657
18 OTHER FINANCING SOURCES (USES)			
19 BOND PROCEEDS	-	-	-
20 TRANSFER IN	-	-	-
21 TRANSFER OUT (USES)	-	-	-
22 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-
23 FUND BALANCE - BEGINNING		562,980	
24 FUND BALANCE - ENDING		\$ 673,356	\$ 673,356

Stoneybrook North CDD
Debt Service Fund - Series 2017 A-3
Statement of Revenues, Expenses, and Changes in Fund Balance
For the period from October 1, 2025 through December 31, 2025

	FY 2025 Adopted Budget	FY 2025 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
1 REVENUE			
2 SPECIAL ASSESSMENT (NET)	\$ -	\$ -	\$ -
3 SPECIAL ASSESSMENT - OFF ROLL (NET)	203,863	98,473	(105,389)
4 INTEREST	-	1,963	1,963
5 LOT CLOSINGS	-	-	-
6 LESS: DISCOUNT ASSESSMENTS	-	-	-
7 TOTAL REVENUE	203,863	100,436	(103,426)
8 DEBT SERVICE:			
9 COUNTY - ASSESSMENT COLLECTION FEES	-	-	-
10 INTEREST EXPENSE			
11 NOVEMBER 1, 2025	101,931	101,931	-
12 MAY 1, 2026	101,931	-	101,931
13 PREPAYMENT	-	-	-
14 PRINCIPAL RETIREMENT	-	-	-
15 PRINCIPAL PAYMENT			
16 NOVEMBER 1, 2025	-	-	-
17 TOTAL EXPENDITURES	203,863	101,931	101,931
18 EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ (1,495)	\$ (1,495)
19 OTHER FINANCING SOURCES (USES)			
20 BOND PROCEEDS	-	-	-
21 TRANSFER IN	-	-	-
22 TRANSFER OUT (USES)	-	-	-
23 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-
24 FUND BALANCE - BEGINNING		209,202	
25 FUND BALANCE - ENDING		\$ 207,707	

Stoneybrook North CDD
Debt Service Fund - Series 2022
Statement of Revenues, Expenses, and Changes in Fund Balance
For the period from October 1, 2025 through December 31, 2025

	FY 2025 Adopted Budget	FY 2025 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
1 REVENUE			
2 SPECIAL ASSESSMENT (NET)	\$ 150,250	\$ 152,280	\$ 2,030
3 SPECIAL ASSESSMENT - OFF ROLL (NET)	131,894	80,047	(51,847)
4 INTEREST	-	5,311	5,311
5 LOT CLOSINGS	-	57,904	57,904
6 PREPAYMENT REVENUE	-	499,658	499,658
7 LESS: DISCOUNT ASSESSMENTS	-	-	-
8 TOTAL REVENUE	282,144	795,200	513,056
9 DEBT SERVICE:			
10 COUNTY - ASSESSMENT COLLECTION FEES	-	-	-
11 INTEREST EXPENSE			-
12 NOVEMBER 1, 2025	112,584	114,097	(1,513)
13 MAY 1, 2026	112,584	-	112,584
14 PREPAYMENT	-	295,000	(295,000)
15 PRINCIPAL PAYMENT			
16 NOVEMBER 1, 2024	55,000	55,000	-
17 TOTAL EXPENDITURES	280,169	464,097	(183,928)
18 EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ 1,975	\$ 331,103	\$ 329,128
19 OTHER FINANCING SOURCES (USES)			
20 BOND PROCEEDS	-	-	-
21 TRANSFER IN	-	-	-
22 TRANSFER OUT (USES)	-	-	-
23 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-
24 FUND BALANCE - BEGINNING		666,512	
25 FUND BALANCE - ENDING		\$ 997,615	

Stoneybrook North CDD
Cash Reconciliation - General Fund
December 31, 2025

		<u>Bank United</u> <u>(Operating Acct)</u>
Balance Per Bank Statement	\$	1,466,493.15
Plus: Deposits/transfers in transit		
Less: Outstanding Checks		(63,333.46)
<i>Adjusted Bank Balance</i>	\$	<u>1,403,159.69</u>
Beginning Cash Balance Per Books	\$	143,023.17
Cash Deposits		1,951,663.33
Cash Disbursements		(691,526.81)
<i>Balance Per Books</i>	\$	<u>1,403,159.69</u>

**Stoneybrook North CDD
FY 2026
Check Register**

Date	Num	Name	Memo	Disbursement	Deposit	Balance
09/30/2025		EOY BALANCE		27,943.34	\$ 3,365.11	\$ 14,915.87
10/1/2025	100125ACH	Lee County Utilities	LEE COUNTY ELECT ACH 7798579239 Stoneybrook North CDD	2,629.77		12,286.10
10/3/2025		North Brook Holdings			148,204.83	160,490.93
10/3/2025		North Brook Holdings			7,708.00	168,198.93
10/3/2025		North Brook Holdings			774.51	168,973.44
10/6/2025	100476	Kai Connected, LLC	Invoice: 4759 (Reference: Professional Management Services-Sep 2025.)	6,550.00		162,423.44
10/6/2025	100477	Gig Fiber, LLC - Streetleaf	Invoice: 5026 (Reference: Solar Equipment Lease Income-Aug 2025.) Invoice: 5027 (Reference: Sol	21,183.00		141,240.44
10/6/2025	100478	US Bank	Invoice: 7871614 (Reference: Trustee, Incidental Expenses.)	6,411.13		134,829.31
10/6/2025	100479	Arbitrage Rebate Counselors	Invoice: 090625- (Reference: Annual Arbitrage Report for the period July 27, 2023 to July 27 2024.	475.00		134,354.31
10/6/2025	100480	Business Observer	Invoice: 25-03441L (Reference: Notice of Meetings-Legal Advertising-Sep 2025.)	91.88		134,262.43
10/6/2025	100481	Straley Robin Vericker	Invoice: 27099 (Reference: For Professional Services Rendered Through August 31, 2025.) Invoice	2,578.50		131,683.93
10/6/2025	100482	Kai	Invoice: 20938 (Reference: Service Area Service Area CDD.)	1,158.00		130,525.93
10/6/2025	100483	Suncoast Rust Control, Inc.	Invoice: 08156 (Reference: Commercial: Monthly water treatment (iron/rust) and service fee for pre	6,400.00		124,125.93
10/6/2025	100484	4K's Construction Cleanup LLC	Invoice: STREET SIGN RE081425 (Reference: DESIGN AND INSTALL 2 STREET SIGNS. SWELL BROOKS CT/CRONI	560.00		123,565.93
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10/21/2025	100490	Sunrise Landscape	Invoice: 286638 (Reference: Landscape Maintenance - August 2025.) Invoice: 286639 (Reference: C	50,753.00		21,982.97
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10/30/2025	164		FY25 Excess Fees	53.41		23,252.63
10/30/2025	166		interest allocation - tax assessments		582.87	23,835.50
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10/31/2025	39	Lori Price	10/28/25 BOS meeting	184.70		23,580.80
10/31/2025	103125ACH	Lee County Utilities	LEE COUNTY ELECT ACH 7798579239 Stoneybrook North CDD	2,429.06		21,151.74
10/31/2025	162			1,152.40		19,999.34
10/31/2025		EOM BALANCE		\$ 154,092.68	\$ 159,176.15	\$ 19,999.34
11/3/2025	300047	IPFS Corporation	Invoice: GAA.D81434-1 (Reference: Payment-1.)	2,458.72		17,540.62
11/12/2025		North Brook Holdings			20,012.14	37,552.76
11/12/2025	128		to book assessments received from county		10,429.63	47,982.39
11/12/2025	128		to book assessments received from county	3,533.97		44,448.42
11/12/2025	128		to book assessments received from county		3,533.97	47,982.39
11/13/2025	WIRE111325	Egis Insurance Advisors, LLC	Invoice: 30378 (Reference: Policy #100125269 10/01/2025-10/01/2026 Florida Insurance Alliance.)	20,012.14		27,970.25
11/14/2025		Brightwater Master Homeowners Association			27,431.00	55,401.25
11/14/2025	100491	Sunrise Landscape	Invoice: 286636 (Reference: Landscape Maintenance - Stoneybrook North (Phase III) - August 2025.	23,986.00		31,415.25
11/14/2025	100492	DIBARTOLOMEO,MCBEE,HARTLEY & BARNES	Invoice: 90113641 (Reference: Services rendered regarding audited financial statements for the yea	3,850.00		27,565.25
11/14/2025	100493	Straley Robin Vericker	Invoice: 27256 (Reference: For Professional Services Rendered Through September 30, 2025.) Invo	681.00		26,884.25
11/14/2025	100494	4K's Construction Cleanup LLC	Invoice: POP ASH CREEK CULVER (Reference: STRING TRIM NORTH AND SOUTH END OF POP ASH CREEK..)	3,900.00		22,984.25
11/14/2025	100495	SchoolNow	Invoice: INV-SN-978 (Reference: Community Development District (CDD) governmental unit management	1,515.00		21,469.25
11/19/2025		North Brook Holdings			219.00	21,688.25

**Stoneybrook North CDD
FY 2026
Check Register**

Date	Num	Name	Memo	Disbursement	Deposit	Balance
11/19/2025	111925ACH	Lee County Utilities	LEE COUNTY ACH 7798579239 Stoneybrook North CDD	15.85		21,672.40
11/21/2025	100496	Kai	Invoice: 21318 (Reference: Ramp-Stoneybrook North CDD - 10.28.25 Meeting Hotel.)	180.00		21,492.40
11/21/2025	100497	Kai Connected, LLC	Invoice: 4795 (Reference: Aug-Professional Management, Website Management, General Adm,Website Man	6,550.00		14,942.40
11/21/2025	100498	Sunrise Landscape	Invoice: 20 45008 (Reference: #24046 - Landscape Maintenance Contract - StoneyBrook North CDD Outs	3,245.00		11,697.40
11/21/2025	100499	Suncoast Rust Control, Inc.	Invoice: 08321 (Reference: Commercial: Monthly water treatment (iron/rust) and service fee for pre	3,200.00		8,497.40
11/21/2025	100500	ECS Integrations LLC	Invoice: 103134 (Reference: Camera Management for 3 location, North, South, Lagoon (billed quarter	2,295.00		6,202.40
11/21/2025	100501	Solitude Lake Management	Invoice: PSI209228 (Reference: Annual Maintenance-Oct 2025 Billing.)	1,628.70		4,573.70
11/21/2025	129		to book assessments received from county		104,478.77	109,052.47
11/21/2025	129		to book assessments received from county	35,401.46		73,651.01
11/21/2025	129		to book assessments received from county		35,401.46	109,052.47
11/25/2025	300049	Dept of Economic Opportunity	Invoice: 93279 (Reference: Annual Fee.)	175.00		108,877.47
11/30/2025	EOM BALANCE			\$ 112,627.84	\$ 201,505.97	\$ 108,877.47
12/2/2025	120225ACH	Lee County Utilities	LEE COUNTY ELECT ACH 7798579239 Stoneybrook North CDD	1,450.30		107,427.17
12/2/2025	300050	IPFS Corporation	Invoice: GAA-D81434-2 (Reference: Payment-2.)	2,458.72		104,968.45
12/3/2025	100502	Business Observer	Invoice: 25-04450L (Reference: Legal Advertising-Notice of Public Hearings to Consider the Adoptio	1,071.88		103,896.57
12/3/2025	100503	Lee County Property Appraisers Office	Invoice: 013301 (Reference: 2025 Non Ad Valorem Roll.)	368.00		103,528.57
12/3/2025	100504	Straley Robin Vericker	Invoice: 27422 (Reference: For Professional Services Rendered Through October 31, 2025.) Invoic	5,974.59		97,553.98
12/3/2025	100505	Kai	Invoice: 21348 (Reference: Service Area Service Area CDD-Nov 2025.)	1,250.00		96,303.98
12/3/2025	100506	Global Security	Invoice: 9703 (Reference: Services Provide Security Services on October 31, 2025..)	894.60		95,409.38
12/3/2025	100507	Kai Connected, LLC	Invoice: 4835 (Reference: Professional Management, Website Management, General Adm,Website Managem	6,550.00		88,859.38
12/3/2025	100508	Sunrise Landscape	Invoice: 20 45009 (Reference: #24047 - Landscape Maintenance Contract - StoneyBrook North CDD (Ph	39,457.00		49,402.38
12/3/2025	100509	Gig Fiber, LLC - Streetleaf	Invoice: 5406 (Reference: Solar Equipment Lease Income-Oct 2025.) Invoice: 5407 (Reference: Sol	21,183.00		28,219.38
12/3/2025	100510	Solitude Lake Management	Invoice: PSI216502 (Reference: Annual Maintenance-Nov2025 Billing.)	1,628.70		26,590.68
12/3/2025	100511	Arbitrage Rebate Counselors	Invoice: 110325- (Reference: Annual Arbitrage Report for the period Oct 18, 2024 to Oct 18 2025.	475.00		26,115.68
12/3/2025	100512	Disclosure Technology Services, LLC	Invoice: 1628 (Reference: DTS MUNI ? CDA SaaS, 1 Year Subscription, Year 2026 Continuing Disclosur	1,500.00		24,615.68
12/3/2025	100513	Suncoast Rust Control, Inc.	Invoice: 08630 (Reference: Commercial: Monthly water treatment (iron/rust) and service fee for pre	3,200.00		21,415.68
12/3/2025	100514	ECS Integrations LLC	Invoice: 103144 (Reference: Gate Management (North, Resident)-Oct 2025.) Invoice: 103207 (Refer	5,590.00		15,825.68
12/11/2025	130		to book assessments received from county		925,132.95	940,958.63
12/11/2025	130		to book assessments received from county	313,470.97		627,487.66
12/11/2025	130		to book assessments received from county		313,470.97	940,958.63
12/15/2025	100515	Stantec Consulting Services Inc.	Invoice: 2480620 (Reference: 2025 FY General Cons General Consulting Professional services.) In	6,209.00		934,749.63
12/15/2025	100516	Gig Fiber, LLC - Streetleaf	Invoice: 5863 (Reference: Solar Equipment Lease Income-Dec 2025.) Invoice: 5864 (Reference: Sol	10,591.50		924,158.13
12/15/2025	100517	Kai Connected, LLC	Invoice: 4877 (Reference: Professional Management, Website Management, General Adm,Website Managem	6,550.00		917,608.13
12/15/2025	100518	Sunrise Landscape	Invoice: 20 47990 (Reference: #23949 - Landscape Maintenance Contract - StoneyBrook North CDD Phas	40,271.12		877,337.01
12/15/2025	100519	Kai	Invoice: 21528 (Reference: ervice Area Service Area CDD.) Invoice: 21627 (Reference: Ramp 12.5.	1,430.00		875,907.01
12/15/2025	100520	ECS Integrations LLC	Invoice: 103317 (Reference: INSTALL NEW CLUTCH KEY FOR VIKING MOTOR FOR NORTH EXIT GATE. TH25922-N	355.00		875,552.01
12/15/2025	100521	Trimmers Holiday Decor, Inc.	Invoice: 9713 (Reference: 50% Deposit Holiday Decorating.)	5,200.00		870,352.01
12/15/2025	162	Engage PEO		941.80		869,410.21
12/15/2025	162	DOUG DRAPER	12/5/25 BOS Meeting Ira Draper Ck # 40	184.70		869,225.51
12/16/2025	121625ACH	Lee County Utilities	LEE COUNTY ACH 7798579239 Stoneybrook North CDD	15.85		869,209.66
12/16/2025	300051	IPFS Corporation	Invoice: GAA-D81434-3 (Reference: Payment-3.)	2,458.72		866,750.94
12/16/2025	163		to book assessments received from county		75,579.58	942,330.52
12/16/2025	163		to book assessments received from county	25,609.30		916,721.22
12/16/2025	163		to book assessments received from county		25,609.30	942,330.52
12/19/2025	100522	Sunrise Landscape	Invoice: 20 50718 (Reference: #31539 - Valve and Filter Cleanings - Phase 3 - November 2025.)	3,600.00		938,730.52

**Stoneybrook North CDD
FY 2026
Check Register**

Date	Num	Name	Memo	Disbursement	Deposit	Balance
12/19/2025	100523	Kai	Invoice: 21142 (Reference: Service Area Service Area CDD -Oct 2025.)	1,250.00		937,480.52
12/22/2025	100524	Stantec Consulting Services Inc.	Invoice: 2499337 (Reference: Stoneybrook North CDD General Consulting Services-2026FY Gen Cons.)	3,931.75		933,548.77
12/22/2025	100525	Straley Robin Vericker	Invoice: 27595 (Reference: For Professional Services Rendered Through November 30, 2025.)	742.00		932,806.77
12/24/2025	163		to book assessments received from county		172,867.78	1,105,674.55
12/24/2025	163		to book assessments received from county	58,574.32		1,047,100.23
12/24/2025	163		to book assessments received from county		58,574.32	1,105,674.55
12/26/2025	162				345,026.97	1,450,701.52
12/31/2025	100526	Suncoast Rust Control, Inc.	Invoice: 08835 (Reference: Commercial: Monthly water treatment (iron/rust) and service fee for pre	3,200.00		1,447,501.52
12/31/2025	100527	US Bank	Invoice: 7981563 (Reference: Trustee, Incidental Expenses.)	4,756.13		1,442,745.39
12/31/2025	100528	Sunrise Landscape	Invoice: 20 50064 (Reference: #23949 - Landscape Maintenance Contract - StoneyBrook North CDD Phas	35,328.00		1,407,417.39
12/31/2025	100529	Business Observer	Invoice: 25-05009L (Reference: Meeting Notice-Legal Advertising-Dec 2025.)	67.81		1,407,349.58
12/31/2025	123125ACH	Lee County Utilities	LEE COUNTY ELECT ACH 7798579239 Stoneybrook North CDD	3,263.32		1,404,086.26
12/31/2025	162	Engage PEO	12/19/25 BOS Meeting	926.57		1,403,159.69
12/31/2025	EOM BALANCE			\$ 621,979.65	\$ 1,916,261.87	\$ 1,403,159.69

EXHIBIT 4

AGENDA

Stoneybrook CDD
Negative Variance Report
12/31/2025

	ADOPTED BUDGET	YTD BUDGET	YTD ACTUAL	YTD VARIANCE FAV (UNFAV)	Notes
MISCELLANEOUS	500	125	372	(247)	Lee county property taxes
ENGINEERING SERVICES	4,000	1,000	6,551	(5,551)	General consulting services paid to Stantec Consulting
LEGAL SERVICES	12,000	3,000	6,717	(3,717)	General legal services and boundary amendment meeting paid to Straley Robin Vericker
MEETING ROOM RENTAL	1,200	300	540	(240)	\$180 meeting rooms exceeds monthly budget
ARBITRAGE	1,425	356	475	(119)	Timing difference - annual bill budgeted for year
LANDSCAPING MAINTENANCE	338,000	84,500	90,669	(6,169)	Contract amount exceeds budget
PET WASTE REMOVAL	7,230	1,808	2,175	(367)	Amount billed from Sunrise Landscape for pet waste removal. Average monthly bill \$725 exceeds budgeted amount
HOLIDAY DECORATIONS	15,000	3,750	10,400	(6,650)	Timing difference - one annual bill budgeted for year

EXHIBIT 5

AGENDA

1 **MINUTES OF MEETING**
2 **STONEYBROOK NORTH**
3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting and Public Hearing of the Board of Supervisors of the Stoneybrook North
5 Community Development District was held on Friday, December 5, 2025 at 11:00 a.m. at Hyatt Place Ft.
6 Myers at the Forum, 2600 Champion Ring Road, Fort Myers, FL 33905.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Ms. Bruce called the meeting to order at 11:22 a.m. and conducted roll call.

9 Present and constituting a quorum were:

10 Michael Lawson	Board Supervisor, Chairman
11 Doug Draper	Board Supervisor, Vice Chairman
12 Diane Allenbaugh (<i>via Zoom on the 1/7/26 meeting</i>)	Board Supervisor, Assistant Secretary
13 Regis Steighner	Board Supervisor, Assistant Secretary
14 Brittany Crutchfield	Board Supervisor, Assistant Secretary

15 Also, present was:

16 Audette Bruce	District Manager, Kai
17 Jim Bugos (<i>via Zoom</i>)	Field Services Manager, Kai
18 Tonja Stewart (<i>via Zoom</i>)	District Engineer, Stantec
19 Cynthia Wilhelm (<i>attended only the 1/7/26 meeting</i>)	Bond Counsel

20 *The following is a summary of the discussions and actions taken at the December 5, 2025 Stoneybrook*
21 *North CDD Board of Supervisors Regular Meeting and Public Hearing that was continued to January 7,*
22 *2026.*

23 **SECOND ORDER OF BUSINESS – Audience Comments– (*limited to 3 minutes per individual on***
24 ***agenda items*)**

25 There were three audience members present, nine were online, and the next item followed.

26 **THIRD ORDER OF BUSINESS – Business Items**

27 A. Public Hearing on Debt Assessments

28 ➤ Open Public Hearing

29 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board
30 opened **the Public Hearing**, for the Stoneybrook North Community Development District.

- 31 • Exhibit 1: Affidavit of Publication – November 7 & 14, 2025

32 ➤ Public Comments

33 Mr. Lawson explained the purpose of the special assessment to be adopted only pertains to
34 the future undeveloped areas within the district.

35 ➤ Close Public Hearing

36 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board
37 closed **the Public Hearing**, for the Stoneybrook North Community Development District.

38 B. Exhibit 2: Consideration for Adoption – **Resolution 2026-03**, Imposing and Levying the
39 Debt Assessments

- 40 ➤ Exhibit A – Amended Master Report of the District Engineer (*Under Separate Cover*)
- 41 Ms. Stewart provided an update, stating that the Master Engineer’s Report had been
- 42 modified in accordance with comments from the District Council and was now in final
- 43 form. Ms. Stewart further reported that the total estimated cost of the project had increased
- 44 to \$30,870,000. She explained that a boundary amendment had occurred and described it
- 45 as minor in nature. She added that the upcoming Capital Improvement Bond reports would
- 46 address future construction phases and would reflect the final version of the report along
- 47 with the revised total project cost.
- 48 ➤ Exhibit B – Amended Master Special Assessment Methodology Report
- 49 Mr. Lawson then addressed the Master Special Assessment Methodology Report, stating
- 50 that it had also been updated to reflect the increased project costs. He noted that the
- 51 District’s original estimated cost had been approximately \$27–28 million and had since
- 52 risen to roughly \$30 million, consistent with the District Engineer’s report. He explained
- 53 that when sized for a master allocation as a one-time bond issuance, the amount would be
- 54 approximately \$40 to \$42 million, allocated across 698 units to establish a new master
- 55 assessment cap that could not be exceeded. Mr. Lawson clarified that future supplemental
- 56 bond issuances would be significantly lower, as they would be based on actual builder
- 57 contracts and related factors, and that assessments would ultimately be constrained by what
- 58 builders were willing to pass on to future customers.

59 On a MOTION by Mr. Lawson, SECONDED by Ms. Allenbaugh, WITH ALL IN FAVOR, the Board

60 adopted **the Resolution 2026-03, Imposing and Levying the Debt Assessments Public Hearing**, for the

61 Stoneybrook North Community Development District.

62 C. Presentation of Supplemental Engineer’s Report (*Under Separate Cover*)

63 Mr. Lawson explained that the bond issuance covers 264 planned lots, including portions of Phase

64 Four, Phase Five, and Phase Six. He stated that the report outlines the various improvements

65 associated with the bond issuance, including utilities, roadways, underground electrical facilities,

66 landscaping, and hardscape improvements, which are typical for this type of bond. The report also

67 identifies the project location and includes an estimated project cost of \$12,726,900. He added that

68 the document is in substantial form and subject to further refinement. He then made a motion to

69 approve the report in substantial form to be further refined.

70 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved

71 **in substantial form the Supplemental Engineer’s Report to be included in the exhibit for the**

72 **Delegated Award**, for the Stoneybrook North Community Development District.

73 D. Presentation of Supplemental Assessment Methodology Reports (*Under Separate Cover*)

74 Mr. Lawson then presented the supplemental assessment methodology based on the overall

75 construction costs and the mix of product, which together determine the sizing of the bonds. In

76 this case, the preliminary bond sizing is a par amount of \$7,875,000. The methodology applies to

77 the same 264 lots located in Phases Four, Five, and Six. He further noted that the supplemental

78 assessment methodology applies only to Phases Four, Five, and Six and does not impact any

79 existing residents.

80 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board

81 approved **in substantial form the Supplemental Assessment Methodology Reports to be included in**

82 **the exhibit for the Delegated Award**, for the Brightwater Community Development District.

83 E. Consideration for Adoption – **Resolution 2026-04**, Delegated Award (*Under Separate Cover*)

84 Ms. Wilhelm explained that the resolution has two primary purposes. First, was to delegate
85 authority to the Chair of the Board to enter into a bond purchase contract, provided the terms fall
86 within parameters approved by the Board. Second, the resolution approves, in substantial form,
87 certain documents necessary to market, price, and sell the bonds, including the bond purchase
88 contract, the supplemental trust indenture, the preliminary limited offering memorandum, and the
89 continuing disclosure agreement.
90 Ms. Wilhelm further stated that the parameters under which the Chair is authorized to execute the
91 bond purchase contract are outlined in Schedule I to the resolution. These parameters included a
92 maximum principal bond amount not to exceed \$10 million, a maximum coupon rate equal to the
93 maximum statutory rate, and an underwriting discount not to exceed 2 percent. She also noted that
94 the bonds would have a maximum maturity permitted by law, consisting of 30 annual principal
95 payments, and that the redemption provisions will be as set forth in the bond form and finalized in
96 the purchase contract following pricing.
97 Ms. Wilhelm then asked for questions regarding the documents being approved in substantial form
98 or the resolution itself, Mr. Lawson made a motion to adopt the resolution.

99 On a MOTION by Mr. Lawson, SECONDED by Ms. Allenbaugh, WITH ALL IN FAVOR, the Board
100 adopted **Resolution 2026-04, Delegated Award**, for the Brightwater Community Development District.

- 101 ➤ Exhibit A – Form of Purchase Contract (*Under Separate Cover*)
- 102 ➤ Exhibit B – Form of Supplemental Indenture (*Under Separate Cover*)
- 103 ➤ Exhibit C – Form of Preliminary Limited Offering Memorandum (*Under Separate*
104 *Cover*)
- 105 ➤ Exhibit D – Form of Continuing Disclosure Agreement (*Under Separate Cover*)

106 Mr. Lawson informed the Board that the Supplemental Engineer’s Report and the Supplemental
107 Assessment Methodology Reports were in substantial form and would be carried over so they could
108 be approved together when the Delegated Award Resolution would be adopted in the continued
109 January 2026 meeting.

110 F. Exhibit 3: Consideration for Adoption – **Resolution 2026-05**, Approving Form of Amendment to
111 Development Acquisition Agreement

- 112 ➤ Exhibit A – First Amendment to the Development Acquisition Agreement
 - 113 • Exhibit A – Amended Report of the District Engineer dated October 28, 2025
114 (*Under Separate Cover*)
- 115 ➤ Exhibit 4: Affidavit for Anti-Human Trafficking

116 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board
117 adopted **the Resolution 2026-05, Approving Form of Amendment to Development Acquisition**
118 **Agreement**, for the Stoneybrook North Community Development District.

119 G. Exhibit 5: Consideration for Approval – First Amendment to Promissory Note

120 On a MOTION by Mr. Lawson, SECONDED by Mr. Steighner, WITH ALL IN FAVOR, the Board
121 approved **the First Amendment to Promissory Note**, for the Stoneybrook North Community
122 Development District.

123 H. Exhibit 6: Consideration for Adoption – **Resolution 2026-06**, District Objectives and Goals for
124 FY 2026

- 125 ➤ Exhibit 7: Objectives and Goals

126 On a MOTION by Ms. Allenbaugh, SECONDED by Mr. Steighner, WITH ALL IN FAVOR, the Board
127 approved **the Resolution 2026-06, District Objectives and Goals for FY 2026**, for the Stoneybrook North
128 Community Development District.

129 Ms. Allenbaugh opened the discussion on the landscaping of the District. She suggested to conduct
130 RFPs on all service-related contracts to present at least three bids based on the Board-approved
131 scope within 60 days of the budget approval.

132 Mr. Lawson discussed the complexity of the scope of work, stating that it would need to be
133 extremely detailed. He recommended engaging the District Engineer to prepare highly detailed
134 construction drawings identifying all planted common areas. He explained that the areas should be
135 color-coded so bidders would clearly understand the full extent of maintenance responsibilities.

136 On a MOTION by Ms. Allenbaugh, SECONDED by Mr. Lawson, WITH ALL IN FAVOR, the Board
137 approved **the full RFP for Landscaping with the District Engineer providing detailed construction**
138 **drawings of the area to be maintained to be updated in January 2026**, for the Stoneybrook North
139 Community Development District.

140 Mr. Lawson then made a motion to secure Requests for Proposals (RFPs) for aquatic and pond
141 maintenance services. He emphasized that the RFPs would require a clearly defined scope of
142 work, noting that new infrastructure such as bubblers had recently been installed. He stated that
143 while Solitude had extensive experience with the project and could remain the vendor, it would
144 be prudent to solicit proposals from other qualified companies operating statewide to ensure
145 competitive pricing and services. He reiterated the importance of a detailed scope of work so that
146 no elements would be overlooked during the bidding process.

147 Mr. Lawson also noted the need to review Solitude's existing contract, explaining that some older
148 contracts include provisions requiring full payment if terminated prior to expiration. He stated
149 that the District would want to avoid any such penalties and would proceed in accordance with
150 the contract's termination provisions, if applicable.

151 On a MOTION by Mr. Lawson, SECONDED by Ms. Allenbaugh, WITH ALL IN FAVOR, the Board
152 approved **the full RFP for Aquatic and Pond Maintenance Services with the District Engineer**
153 **providing the scope of work**, for the Stoneybrook North Community Development District.

154 I. Exhibit 8: Consideration for Adoption – **Resolution 2026-07**, Election of Board Members in the
155 Upcoming General Election

156 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board
157 adopted **the Resolution 2026-07, Election of Board Members in the Upcoming General Election**, for
158 the Stoneybrook North Community Development District.

159 J. Discussion on Irrigation Mainline Issue

160 Ms. Bruce then brought forward an issue regarding a main irrigation line. She explained that a
161 resident attempting to install a pool had discovered that the main irrigation line ran through their
162 property. She noted that despite efforts to confirm responsibility, no records of a contract could be
163 located. Neither Sunrise nor the District's developer contacts were able to provide documentation,
164 as the installation appeared to have occurred seven or eight years prior.

165 Ms. Bruce reported that Sunrise had offered to relocate the line at cost for \$5,000 and had asked
166 whether the CDD would be willing to split the expense. She agreed to bring the matter before the
167 Board for consideration.

168 ➤ Exhibit 9: Irrigation Main Research

169 On a MOTION by Ms. Allenbaugh, SECONDED by Mr. Lawson, WITH ALL IN FAVOR, the Board
170 approved **to pay half of the main line relocation fee not to exceed \$2,500.00**, for the Stoneybrook North
171 Community Development District.

172 K. Discussion on Sidewalk Repair

173 Ms. Allenbaugh suggested structuring the motion so that the District would first pursue the issue
174 with the County, noting to have the District Counsel prepare the letter. Then, if the County rejected
175 responsibility, based on the cost information provided, the Board would approve the expense.

176 ➤ Exhibit 10: Photos

177 ➤ Exhibit 11: Consideration of Approval - Wm Side Service LLC – Sidewalk Replacement -
178 \$3,300.00

179 On a MOTION by Ms. Allenbaugh, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board
180 approved **to ask the District Counsel to prepare letter to County for the repair of the sidewalk and if**
181 **rejected the Board approves the proposal from Wm Side Services for repair of the sidewalk**, for the
182 Stoneybrook North Community Development District.

183 **FOURTH ORDER OF BUSINESS – Consent Agenda**

184 A. Exhibit 12: Consideration for Acceptance – The Unaudited October 2025 Financials

185 B. Exhibit 13: Consideration for Acceptance – The Annual Arbitrage Report for the Period October
186 18, 2024 to October 18, 2025

187 C. Exhibit 14: Consideration for Approval – The Meeting Minutes of the Board of Supervisors
188 Regular Meeting October 28, 2025

189 D. Exhibit 15: Consideration for Acceptance – DiBartolomeo, McBee, Hartley & Barnes Engagement
190 Letter

191 E. Exhibit 16: Ratification of FMSbonds G-17 Letter

192 ➤ Exhibit 17: Nongovernmental Entity Human Trafficking Affidavit

193 F. Exhibit 18: Ratification of Stantec – Change Order for Engineering Services - \$7,500.00

194 G. Exhibit 19: Ratification of ECS Integrations – Clutch Key for Motor - \$355.00

195 H. Exhibit 20: Ratification of Trimmers Holiday Decor Inc – Contract for 2025 Holiday Season -
196 \$10,400.00 per year

197 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board
198 approved **items A through H under the Consent Agenda**, for the Stoneybrook North Community
199 Development District.

200 Discussion to cancel the Landscape berm contract for \$38,000.00 took place.

201 On a MOTION by Ms. Allenbaugh, SECONDED by Mr. Steighner, WITH ALL IN FAVOR, the Board
202 approved **the cancellation of landscape berm contract in the amount of \$38,000.00**, for the Stoneybrook
203 North Community Development District.

204 A motion was made to remove the unauthorized lights installed by the resident.

205 On a MOTION by Mr. Lawson, SECONDED by Ms. Allenbaugh, WITH ALL IN FAVOR, the Board
206 approved **the removal of unauthorized lights installed without CDD permission and the cost would be**
207 **charged to the resident who installed the lights**, for the Stoneybrook North Community Development
208 District.

209 **FIFTH ORDER OF BUSINESS – Staff Reports**

210 A. District Counsel

211 There being no other report, the next item followed.

212 B. District Engineer

213 There being no other report, the next item followed.

214 C. Field Operations Manager: Kai – Jim Burgos

215 ➤ Exhibit 21: Field Inspection Report Dated November 16, 2025

216 ➤ Exhibit 22: Solitude – Pond Inspection Report Dated November 12 & 25, 2025

217 D. District Manager

218 Ms. Bruce informed the Board that the District met its goals for the year.

219 ➤ Exhibit 23: Presentation of Annual Performance Report for FY 2024-2025

220 **SIXTH ORDER OF BUSINESS – Supervisors Requests**

221 Ms. Allenbaugh opened up the discussion to see if the Board would approve food trucks for
222 Christmas parade by the mailboxes.

223 On a MOTION by Ms. Allenbaugh, SECONDED by Mr. Steighner, WITH ALL IN FAVOR, the Board
224 approved **the food trucks on CDD property for the Christmas parade on December 6, 2025**, for the
225 Stoneybrook North Community Development District.

226 **SEVENTH ORDER OF BUSINESS – Audience Comments - New Business- (limited to 3 minutes per**
227 *individual for non-agenda items)*

228 A resident asked who was monitoring the parking and no one has been ticketed anymore. Ms.
229 Allenbaugh said that there is a resident operating a business out of their home involving
230 automobiles and parking the cars on the street.

231 Ms. Allenbaugh also raised concern on Phase 3 as residents were still complaining about nails
232 which cause them flat tires. She also asked if the District could acquire the property that the County
233 has vacated. Mr. Lawson said that he could discuss it with the County.

234 During the continued meeting, Mr. Goellner asked for approved meeting minutes to be added to
235 the CDD website as previously decided in 2025. Mr. Goellner further expressed concerns over the
236 ungated access to the community via Sedgefield Rd in that the physical barrier previously in place
237 had been removed, allowing unrestricted vehicle access to the area, which has resulted in
238 unauthorized entry and related issues.

239 Ms. Allenbaugh recommended to ensure all missing meeting minutes are completed and posted so
240 that the District can move forward appropriately. Mr. Lawson added that only meeting minutes that
241 have been formally approved by the Board will be posted.

242 **EIGHTH ORDER OF BUSINESS – Adjournment**

243 The Board will continue the meeting to 2nd week of January 2026, subject to the availability of the
244 Supervisors.

245 At the continued meeting, Ms. Bruce asked for final questions, comments, or corrections before
 246 requesting a motion to adjourn the meeting. There being none, Mr. Lawson made a motion to
 247 adjourn the meeting.

248 On a MOTION by Mr. Lawson, SECONDED by Mr. Steighner, WITH ALL IN FAVOR, the Board
 249 adjourned **the meeting**, for the Stoneybrook North Community Development District.

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

253 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
 254 **meeting held on _____.**

255

Signature

Signature

256

Printed Name

Printed Name

257 **Title:** **Secretary** **Assistant Secretary**

Title: **Chairman** **Vice Chairman**

EXHIBIT 6

AGENDA

1 **STONEBROOK NORTH**
2 **COMMUNITY DEVELOPMENT DISTRICT**

3 The Special Meeting of the Board of Supervisors of the Stoneybrook North Community
4 Development District was held on Friday, December 19, 2025 at 3:00 p.m. at Hyatt Place Ft. Myers at the
5 Forum, 2600 Champion Ring Road, Ft. Myers, Florida 33905.

6 **FIRST ORDER OF BUSINESS – Roll Call**

7 Ms. Bruce called the meeting to order at 3:05 p.m. and conducted roll call.

8 Present and constituting a quorum were:

9 Michael Lawson	Board Supervisor, Chairman
10 Doug Draper (<i>via zoom</i>)	Board Supervisor, Vice Chairman
11 Diane Allenbaugh	Board Supervisor, Assistant Secretary
12 Regis Steighner	Board Supervisor, Assistant Secretary
13 Brittany Crutchfield	Board Supervisor, Assistant Secretary

14 Also, present was:

15 Audette Bruce	District Manager, Kai
------------------	-----------------------

16 *The following is a summary of the discussions and actions taken at the December 19, 2025 Stoneybrook*
17 *North CDD Board of Supervisors Special Meeting.*

18 **SECOND ORDER OF BUSINESS – Audience Comments- (limited to 3 minutes per individual for**
19 **agenda items)**

20 There was one audience member present, two were on Zoom.

21 A resident asked for an explanation on the loan. Mr. Lawson explained that CDDs typically do not
22 receive tax revenues at the start of their fiscal year. Instead, these funds typically begin coming in
23 during January and February, with limited funds received in December, creating an approximate
24 three-month cash flow gap. He explained that the developer’s funding agreement did not advance
25 these funds and that similar short-term financing arrangements were common statewide. He
26 described the proposed Valley Bank line of credit as a short-term, three-year agreement intended
27 to cover current expenses, with an estimated amount of \$300,000 based on a three-month budget
28 period with an interest rate of approximately 7% and one-time closing

29 Mr. Lawson clarified that tax collections include both operations and maintenance and debt service,
30 which are remitted from the tax collector as a single lump sum. He noted that operations revenues
31 alone were insufficient to cover early-year expenses but that cash flow typically improved by
32 February or March.

33 Ms. Allenbaugh requested that future reports be considered to better illustrate tax collection trends
34 and the allocation of revenues between operations and debt service.

35 A resident brought up parking and towing concerns. Ms. Allenbaugh stated that towing could not
36 be implemented until a towing vendor was established and proper signage installed, as required by
37 law. She noted that several violations involved rental properties and that the district was addressing
38 issues through field management. She stated that vehicles without license plates could be handled
39 by the Lee County Sheriff’s Office and emphasized that the district was taking steps to reinstate
40 towing in a compliant manner. Mr. Lawson added that a formal, publicly stated towing program
41 would help avoid concerns regarding predatory towing and noted that parking violations on private
42 property were typically HOA matters. The discussion concluded without further comment.

43 **THIRD ORDER OF BUSINESS – Business Items**

44 A. Exhibit 1: Consideration for Adoption – **Resolution 2026-08**, Approving Loan Documents

45 Mr. Steighner expressed concern regarding the cost of the proposed loan but acknowledged the
46 necessity of approving the loan to pay outstanding bills.

47 Mr. Lawson responded that staff had been working on the financing for several months and that
48 District Counsel had reviewed and modified the loan documents to comply with CDD standards.
49 He stated that the bank regularly handled similar transactions statewide and that few institutions
50 were equipped to provide this type of financing.

51 The Board further discussed the impact of the loan and requested earlier notice in the future with
52 regard to needed loans and in order to allow Board members to find better rates.

53

54 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board
55 adopted **Resolution 2026-08, Approving Loan Documents**, for the Stoneybrook North Community
56 Development District.

57 **FOURTH ORDER OF BUSINESS – Consent Agenda**

58 A. Presentation of FY 2025-2026 Amended Budget

59 Mr. Lawson explained that the loan proceeds were reflected in the budget under GAAP funding
60 revenues, with the corresponding expense shown as gap loan repayment. He noted that additional
61 costs for reserves, issuance, and interest were offset within contingency, resulting in no net impact
62 to the overall budget.

63 Mr. Steighner confirmed that the intent was to repay the loan as soon as sufficient tax revenues
64 were received and asked whether reserve funds were still required once the balance was reduced to
65 zero. Mr. Lawson stated that for the current budget and county requirements, the closing costs were
66 one-time expenses. He added that in future fiscal years the board could consider alternative
67 approaches, including building a three-month operating reserve to avoid borrowing.

68

69 On a MOTION by Mr. Lawson, SECONDED by Ms. Allenbaugh, WITH ALL IN FAVOR, the Board
70 approved the **FY 2025-2026 Amended Budget**, for the Stoneybrook North Community Development
71 District.

72 **FIFTH ORDER OF BUSINESS – Staff Reports**

73 A. District Counsel

74 There being none, the next item followed.

75 B. District Engineer

76 There being none, the next item followed.

77 C. Field Operations Manager: Kai – Jim Bugos

78 Ms. Allenbaugh wanted to make sure that the RFPs were as scheduled.

79 **SIXTH ORDER OF BUSINESS – Supervisors Requests**

80 Ms. Allenbaugh requested a status report on the gate repairs and RFP process. She also wanted to
81 check on the landscaping contract, especially the mulch, in case the District can request
82 reimbursement for services promised in contract, but not delivered.

83 Mr. Lawson explained that landscape contracts do not include mulching. Once the District Engineer
84 prepares the service map for the District, this will be shared that with the Board for input to inform
85 the RFPs that the Board is looking to do in 2026..

86 **SEVENTH ORDER OF BUSINESS – Audience Comments - New Business–** *(limited to 3 minutes*
87 *per individual for non-agenda items)*

88 **EIGHTH ORDER OF BUSINESS – Adjournment**

89 Ms. Bruce asked for final questions, comments, or corrections before requesting a motion to
90 adjourn the meeting. There being none, Mr. Lawson made a motion to adjourn the meeting.

91 On a MOTION by Ms. Allenbaugh, SECONDED by Mr. Steighner, WITH ALL IN FAVOR, the Board
92 adjourned **the meeting**, for the Stoneybrook North Community Development District.

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

96 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
97 **meeting held on _____.**
98

Signature

Signature

99 _____
Printed Name

Printed Name

100 **Title:** **Secretary** **Assistant Secretary**

Title: **Chairman** **Vice Chairman**

EXHIBIT 7

AGENDA

Landscape Inspection Services and Software Platform Agreement

This Landscape Inspection Services and Software Platform Agreement (this “**Agreement**”) is entered into as of December 1 2025, between the **Stoneybrook North Community Development District**, a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes (the “**District**”) and **Optic Systems, LLC**, a Florida limited liability company, that does business as Landscape 360 (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains common areas located throughout the District’s boundary. The District desires to retain an independent contractor to provide landscape inspection services. Contractor represents that it is qualified to provide such services and is familiar with the District’s property. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference the background information is incorporated by reference as a material part of this Agreement.
2. **Scope of Services.**
 - a. The Contractor shall perform all work, including all labor, material, equipment, supplies, tools, supervision, services, transportation, and all other necessary incidental items required to perform monthly landscape inspection services for the areas identified by the District in the map attached hereto as **Exhibit A** (with such areas being referred to herein as the “**Property**”), including the filming of the District’s landscaping and common areas through cameras mounted on vehicles, personal transporters (such as segways) or other means such as ATVs or cameras mounted on individuals walking the community (the “**Inspection Services**”).
 - b. The Contractor shall provide a license to use its online software platform referred to herein as the “**360 System**”, where the Inspection Videos (along with GPS data) can be viewed by the End Users (at no additional costs to the District or its vendors) and the vendor End Users can submit proposals or reports, manage all work orders, provide verification that the work was completed, and otherwise coordinate the management the landscape assets the District is responsible for. The District’s license to the 360 System is governed by the SaaS Terms and Conditions attached hereto as **Exhibit B**, which are hereby incorporated by reference and form an integral part of this Agreement. **Terms not defined herein are defined in Exhibit B.**
 - c. The Contractor shall maintain all Inspection Videos or recordings for a minimum of 2 years.
 - d. The Contractor shall provide monthly landscape inspection reports with pictures, analysis, and recommendations pertaining to landscape audits and asset tagging. These reports shall identify deficiencies in service, identify if there is a history of problems occurring at the same location, and highlight any significant work done in the previous month. Such reports do not include work orders or address issues unrelated to landscaping and asset tagging.
3. **Manner of Performance and Care of the Property.**
 - a. The Inspection Services shall be done, furnished, and performed in a workmanlike manner to the commercially reasonable satisfaction of the District and shall be in accordance with the generally accepted industry standards and best practices.
 - b. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District’s commercially reasonable satisfaction, any damage resulting from Contractor’s activities. Contractor shall exercise due diligence to initiate the repair process as soon as possible, but no later than 14 days, provided however that Contractor shall have the right to engage a qualified third party to assess

the issues and coordinate the schedule of necessary repairs. The parties may agree to additional time as reasonably required based on the nature and complexity of the repairs.

4. **Term and Renewal; Fee Adjustment.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below. Notwithstanding the foregoing, Contractor reserves the right to change the fees and costs and to institute new fees and costs at the end of the initial term or any then-current renewal term, upon thirty (30) days prior notice to District (which may be sent by email). The foregoing limitation shall not limit Contractor's ability to charge additional fees incurred by additional licensed, leased or purchased software, services, training or any additional requests by District.

5. **Termination.** Either party may terminate this Agreement without cause with 30 days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment, not later than 30 days following termination, for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

6. **Compensation; Taxes; Late Payment.**
 - a. **Compensation.** The District agrees to compensate the Contractor for the services described in Section 2 in the total amount of **\$717.00** per month. For the first month there is an additional one-time fee of **\$50.00** for setup, on-boarding, and training. Each month the Contractor shall submit an invoice for the work performed the previous month. The District shall pay the Contractor within 30 days of receipt of the invoice.
 - b. **Taxes.** Local, state or federal sales, use, value-added, excise or personal property or other similar taxes or duties and any such taxes for purchase of the services shall be in addition to the fees identified in Section 6(a). District shall be responsible for and pay all such taxes.
 - c. **Late Payment.** District shall pay Contractor a late fee of 1% per month on all amounts 30 days past due. Contractor may suspend the services for any amounts due not received within 60 days of the receipt of the invoice. Contractor may elect to terminate this Agreement for cause, in the event that District fails to pay any invoice within 90 days of issuance of the invoice.

7. **No Infringement.**
 - a. Contractor hereby represents and warrants to the District that in the performance of its obligations under this Agreement, that it has not used nor knowingly infringed any patent, trademark, copyright, or other proprietary interest claimed or held by any person or business entity.
 - b. In the event of a claim for infringement of third party Intellectual Property, Contractor shall, in its discretion, perform one or all of the following actions (as determined by Contractor) immediately upon learning of a potential infringement:
 - i. replace the infringing 360 System with a non-infringing software application/platform of equivalent functional and performance capability;
 - ii. modify the infringing 360 System to avoid the infringement without eliminating the functional and performance capabilities of the 360 System; or
 - iii. obtain a license for use of the 360 System from the third party claiming infringement for use of the 360 System.
 - c. The indemnification section and remedies set forth above in section 7(b) shall be the sole and exclusive remedy of District for claims, allegations, losses or damages for infringement of any third party's Intellectual Property.

8. **Ownership of Data.** Subject to Contractor's licensed rights to use the District's Data as described in Exhibit B, the District will be the owner of all data pertaining to the District in the 360 Platform. The

Contractor shall not use, publish, disclose, divulge, or sell any of the District's Data without the prior written consent of the District. Upon termination of this Agreement, the Contractor shall provide all of the District's Data to the District in a format acceptable to the District.

9. **Additional Services.** When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment, addendum, change order, or work order authorization. Contractor offers additional landscape inspection services utilizing drones that are priced based on acreage and custom-quoted in each instance.
10. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor based on Contractor's income, property or employment during the performance of services to the District.
11. **Disclosure of Affiliation and Potential Conflicts of Interests.** Senior leadership of the District's management company holds a controlling interest in the Contractor. The Contractor shall not, during the term of this Agreement, engage in any act or activity in connection with the services performed under this Agreement which knowingly is materially adverse to the interests of or would in any material way injure the District. For clarity, Contractor's provision of Inspection Services and licensing of the 360 System to third-parties in the normal course of business, shall not, by itself be deemed materially adverse or prohibited by this Section.
12. **Subcontractor and Affiliates of Contractor.** The Contractor may delegate certain services to a subcontractor or affiliate, but the Contractor shall remain fully responsible to the District for the performance, act, and omissions of its subcontractors or affiliates, and persons directly or indirectly employed by them, as if the Contractor or its employees were performing such services, acts, or omissions. Nothing herein shall create a contractual relationship between the District and any subcontractor or affiliate.
13. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties, provided however, that either party may assign this Agreement without such consent to a successor in interest, in connection with a merger, acquisition, consolidation, corporate reorganization, or sale of all or substantially all of its assets or business to which this Agreement relates.
14. **Permits and Approvals.** Contractor will be responsible for obtaining all necessary permits and other governmental approvals necessary to perform the Inspection Services. Contractor will be responsible for any fines or penalties assessed against District as a result of Contractor's work (including securing a permit or providing the necessary documentation for a permit exemption).
15. **Compliance with Governmental Regulations.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and shall hereafter comply with all federal, state, and local laws and ordinances relating in any way to the Inspection Services provided hereunder. Any fees or fines incurred or imposed due to Contractor's non-compliance shall be borne solely by the Contractor.

- 16. Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$2,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as “Additional Insured” under such policy. Such insurance policy may not be canceled without a 30-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
- 17. Indemnification.** Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees (“District Indemnitees”) harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, including reasonable attorneys fees and costs, arising from or relating to: (i) injuries, death, or property damage occasioned by the negligent or non-negligent acts and/or omissions of Contractor while performing the Inspection Services; or (ii) final order of a court based on a claim of infringement of valid registered U.S. Trademarks or Copyrights resulting solely from the authorized use of 360 System by District and not based in any part on the negligence, willful acts, or omissions of District or its End Users. The indemnification obligations herein shall not be construed to require Contractor to indemnify the District Indemnitees from claims or damages solely resulting from the acts, omissions, negligence, gross negligence or willful, wanton or intentional misconduct of the District Indemnitees.
- 18. Limitation of Contractor’s Liability.** Contractor’s total liability under its indemnification obligations herein shall be subject to a monetary limitation in the amount of liability recoverable under the insurance policies required herein for the type of claim asserted. In the event that such required insurance coverage is not in force at the time a claim arises, whether due to cancellation, non-renewal, or any other reason, Contractor’s indemnification obligations shall be capped at an amount equal to the minimum insurance limits required under this Agreement as if such policies were in full force and effect at the time of the claim. Excluding Contractor’s indemnification obligations for infringement set forth in Section 17(ii), Contractor’s liability for claims arising out of or related to the use of the 360 System shall not exceed the Fees paid by District to Contractor during the previous twelve-month period. In no event will Contractor be liable to District for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
- 19. No Waiver of Sovereign Immunity.** The Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor shall acknowledge the same in writing.
- 20. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
- 21. Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
- 22. E-Verification.** Pursuant to Section 448.095(2), Florida Statutes,
- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

23. Public Records.

- a. Contractor will archive all Inspection Videos as is required by Florida's public records law.
- b. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order 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 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 this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with 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 (813) 565-4663, OR BY EMAIL AT RECORDS@HIKAI.COM, OR BY REGULAR MAIL 2502 N. ROCKY POINT DRIVE, SUITE 1000, TAMPA, FLORIDA 33607.

- 24. **Force Majeure.** No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, gas or energy price fluctuations, pandemic, epidemic, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control. In no circumstances shall District's financial hardship constitute a force majeure event for purposes of this Agreement.
- 25. **Dispute Resolution.** In the event of a dispute between the parties relating to, or arising out of, this Agreement, or either party's performance of its obligations under this Agreement, a representative from each party shall first meet and attempt to resolve the dispute, acting at all times in good faith. The parties both reserve all rights and remedies available under this Agreement, and in law or at equity.
- 26. **Survival.** Any provisions of this Agreement that by their nature should survive termination or expiration shall so survive, including without limitation those relating to confidentiality, intellectual property ownership, payment obligations, indemnification, limitations of liability, disclaimers, and governing law.

27. **Non-Waiver**. No waiver of any covenant or condition of this Agreement by any party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.
28. **Governing Law and Venue**. This Agreement shall be governed under the laws of the State of Florida with venue in the county the District is located.
29. **Enforcement of Agreement**. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
30. **Arm's Length Transaction and Interpretation**. This Agreement has been negotiated fully between the parties as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
31. **Amendment**. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties.
32. **Authorization**. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.
33. **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.
34. **Notice**. Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the District:
c/o Kai
2502 N. Rocky Point Drive
Suite 1000
Tampa, FL 33607
Attn: Larry Krause
larry@hikai.com

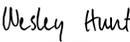
To the Contractor:
2220 County Road 210 West
Suite 108
Jacksonville, FL 32259
support@complianceview360.com

35. **Severability** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
36. **Entire Agreement**. This Agreement, together with all exhibits attached hereto, contain the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written above.

**Optic Systems, LLC
d/b/a Landscape 360**

Signed by:

By: Wesley Hunt
Title: CEO

**Stoneybrook North Community
Development District**



Mike Lawson
Chair of the Board of Supervisors

Exhibit A – District Map



Exhibit B – 360 System SaaS Terms and Conditions

1. **DEFINITIONS.** The following capitalized terms will have the following meanings when used in this Agreement.

1.1 **360 System.** The “**360 System**” means the proprietary real property compliance and inspection software system and dashboard made available to District via a Subscription License through Contractor.

1.2 **Applicable Laws.** “**Applicable Laws**” means and includes all applicable laws, rules or regulations, including without limitation any local, state, provincial, national or international law; any laws governing the collection, sharing or use of personal or private information; any laws or regulations governing email, mailing or text messaging services; or any regulations promulgated by any state or federal authority.

1.3 **District System and Software.** “**District System and Software**” means any systems and/or software owned, licensed or controlled by District, that Contractor will be provided access to for purposes of integrating its software, or the District Data contained therein, into or with the 360 System, in order to communicate, share and/or process District Data.

1.4 **District Data.** “**District Data**” means all data, information, content and other materials in electronic form input or collected through the 360 System by or from District, End Users, or District System and Software, including without limitation, information uploaded by End Users into the 360 System and information communicated through or pulled from District System and Software, including but not limited to maps, plats, and work orders.

1.5 **Documentation.** “**Documentation**” means Contractor's standard manual related to use of the 360 System, as well as all training guides, click-throughs, video walk-throughs and any user manuals for that may be made available.

1.6 **End User.** “**End User**” means any individual who uses and accesses the 360 System dashboard with permission from District, including but not limited to, employees, independent contractors, agents and vendors of District.

1.7 **Enhancements.** “**Enhancements**” means any change, derivation, extension or further development of an existing feature, or creation of a new capability or feature, of any component of the 360 System.

1.8 **Equipment.** “**Equipment**” means, but shall not be limited to, any omni-directional cameras, vehicle mounting hardware, batteries, SD Cards, extension arms and other equipment provided by Contractor.

1.9 **Feedback.** “**Feedback**” means any suggestion or idea for improving or otherwise modifying the 360 System or any of Contractor’s applications, products or services.

1.10 **Inspection Videos.** “**Inspection Videos**” mean the videos created using the Equipment and uploaded to the 360 System.

1.11 **Privacy Policy.** “**Privacy Policy**” means Contractor’s Privacy Policy posted on Contractor’s Website, the terms of which may be updated from time to time, and which are hereby incorporated by reference.

1.12 **Terms of Use.** “**Terms of Use**” means Contractor’s Terms of Use posted on Contractor’s Website, the terms of which may be updated from time to time, and which are hereby incorporated by reference.

1.13 **Third-Party Provider.** “**Third-Party Provider**” means the owner of certain content and/or services, which are incorporated, integrated or used in the provision of the 360 System, and/or services or for which Contractor acts as a licensee, user, partner or customer.

1.14 **Third-Party Provider Terms.** “**Third-Party Provider Terms**” means applicable license agreements, end user license agreements, privacy policies, terms of use, service level availability rights and guarantees, and similar policies and requirements established by Third-Party Providers from time-to-time.

1.15 **Updates.** “**Updates**” means all revisions, updates, improvements, corrections and releases to the 360 System.

1.16 **Website.** “**Website**” means Contractor’s website located at <https://opticsystems.io/>

2. LICENSE AND AUTHORIZATION TO ACCESS AND USE THE 360 SYSTEM AND SERVICES.

2.1 License Grant. Contractor hereby grants to District during the term of the Agreement, the following: (i) a non-exclusive right and revocable license to use and access, and the right to authorize and provide End Users with use and access to, the 360 System; and (ii) the right to view, prepare, reproduce, print, download and use copies of Documentation, as such may be applicable, for internal business purposes only as may be useful for any use of the 360 System under this Agreement (the “**Subscription License**”).

2.2 End Users. District may authorize End Users to access or use the 360 System. Before accessing or using the 360 System End User’s shall be required to acknowledge and agree to the Privacy Policy and Terms of Use posted on the Website, as a condition of and prior to becoming an End User. Use of the 360 System by End Users will be governed by such policies as well as the terms of this Agreement.

2.3 Authorization Limitations and Restrictions. District shall not, nor shall District allow its End Users or any other person to, access or use the 360 System except as expressly permitted by this Agreement. District is responsible and liable for: (i) District’s End Users’ use of the 360 System, including without limitation unauthorized End User conduct and any End User conduct that would violate the requirements of this Agreement applicable to District; and (ii) any use of the 360 System through District’s account, whether authorized or unauthorized. For purposes of clarity and without limiting the generality of the foregoing, District shall not, except as this Agreement expressly permits:

2.3.1 rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the 360 System to any person (other than End Users), including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;

2.3.2 bypass or breach any security device or protection used by the 360 System or access or use the 360 System other than by an End User through the use of his or her own then valid access credentials;

2.3.3 input, upload, transmit or otherwise provide to or through the 360 System, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code;

2.3.4 damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the 360 System or Contractor’s provision of services to any third party, in whole or in part;

2.3.5 use the 360 System for service bureau or time-sharing purposes or in any other way allow third parties to exploit the 360 System;

2.3.6 share non-public 360 System features or content with any third party;

2.3.7 access the 360 System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the 360 System, or to copy any ideas, features, functions or graphics of the 360 System;

2.3.8 remove, delete, alter or obscure any trademarks, patent registration numbers or markings, specifications, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other Intellectual Property or proprietary rights notices from the 360 System, including any copy thereof; or

2.3.9 otherwise access or use the 360 System beyond the scope of the authorization granted in this Agreement.

3. DISTRICT DATA & PRIVACY.

3.1 Ownership and Treatment of District Data. District is solely responsible and liable for the accuracy, quality, legality, reliability, appropriateness, and completeness of, and for securing all appropriate Intellectual Property rights and other rights to use and disclose, any and all District Data that is sent to, stored with or made available by District through the 360 System or provided to Contractor. Contractor shall not be responsible or liable for any losses or damages arising from District Data, including but not limited to, retention or storage of, deletion, correction, destruction, damage, loss or failure to store any District Data. District acknowledges that Contractor does not own or control, and is not responsible or liable for the accuracy, quality, legality, reliability, appropriateness, or completeness of, any District Data that is sent to, stored with or made available through the 360 System. Contractor retains the sole and exclusive right to review and remove or refuse to display any District

Data on the 360 System at Contractor's discretion. Provided however, that District shall grant to Contractor a license to use the District Data, as further set forth in **Section 3.2**.

3.2 License to District Data. Subject to the foregoing and where restricted by Applicable Laws, District hereby grants to Contractor and its successors and assigns, a royalty-free, perpetual, irrevocable, and fully transferrable, and assignable right and license to use the District Data solely for the purpose of training, testing, and improving Contractor's artificial intelligence models, algorithms, and related technologies ("**District Data License**"). Contractor shall not disclose or use District Data for any other purpose, and shall ensure that such use does not identify the District or any individual or disclose any confidential or personally identifiable information except as permitted by law.

3.3 Privacy Policy. All use of District Data will be in accordance with the Privacy Policy. The Privacy Policy does not apply to any third party owned websites, or service linked to the 360 System or the Website or recommended or referred to through the 360 System, Website or by Contractor's staff.

3.4 Risk of Exposure. District recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the 360 System, District assumes such risks. Contractor offers no representation, warranty, or guarantee that District Data will not be exposed or disclosed through errors or actions of third parties.

3.5 Security. District shall be solely responsible for the security of any and all District Data in District's possession prior to submitting or uploading the District Data to the 360 System and after receiving processed District Data from the 360 System, regardless of format. District shall be solely responsible for any and all District Data backup procedures for the District Data apart from such data that may be temporarily stored in the 360 System by Contractor, or backed up by Contractor at their Third-Party Provider server center.

3.6 Data Accuracy. Contractor will have no responsibility or liability for the accuracy of data uploaded to the 360 System by District or its End Users, including without limitation District Data and any other data uploaded by District or End Users. Contractor shall further have no responsibility or liability for the accuracy of Third-Party Provider services used as part of the 360 System, including without limitation Google Maps API.

3.7 Restriction on Access to 360 System. Contractor may temporarily or permanently restrict District's access the 360 System, if District's account is delinquent, suspended, or terminated for sixty (60) days or more. Provided however, upon such delinquency, suspension or termination, Contractor will export and provide a copy of District Data to the District.

3.8 Aggregate & Anonymized Data. Notwithstanding anything to the contrary, Contractor and its successors and assigns shall have the right where permitted by law to collect, aggregate and analyze anonymized or de-identified data and other information relating to the District, End Users and their use of the 360 System, including, without limitation, information concerning District Data and data derived therefrom (collectively, "**Aggregated Data**"), and Contractor will be free during and after the Term to use Aggregated Data to analyze, support, develop, operate and improve the 360 System and other related business offerings and for other lawful business purposes.

3.9 Inspection Videos. All Inspection Videos related to the Property shall be considered District Data, subject to the District Data License of **Section 3.2**.

4. **COMPANY RESPONSIBILITIES**. Contractor shall be responsible for the following:

4.1 Access. Contractor will provide District and its End Users with access to 360 System pursuant to this Agreement. Contractor may modify the 360 System in its sole discretion provided, however, that Contractor shall notify District of any modifications which would materially affect District's use of the 360 System. Contractor will engage in commercially reasonable efforts to provide District with advance notice of any planned 360 System shutdowns or outages or other events which Contractor believes are likely to interrupt District's access to the 360 System. Updates to the 360 System are considered critical to Contractor in improving the 360 System's performance, response, and security to the benefit of its entire customer base. Contractor may, in its sole discretion, subcontract with Third-Party Providers to provide services of the 360 System.

4.2 Security. As to the 360 System and implementing and maintaining security systems consisting of encryption and "firewall" technologies to enable the secure transmission of data, Contractor may from time to time, in its sole discretion, modify or upgrade such security systems to maintain or enhance the level of security provided for the transmission of data. This does not exclude or limit the responsibility of District in any way as to the security required to be maintained over District System and Software, District Data and data transmission.

4.3 Onboarding: Training & Set-up. Contractor will work with District to ensure a quick, easy, and best-fit set-up, configuration and implementation of the 360 System, as applicable. Contractor's provision of the 360 System and any training and support shall be contingent on District's full cooperation with Contractor, payment of the onboarding fee, and District's supplying of all information, District Data, consents and access to District System and Software, including any and all systems, and data as necessary for Contractor to integrate or adapt the 360 System with District System and Software.

4.4 Updates, Enhancements and Maintenance. Contractor endeavors to provide uninterrupted service to District. Contractor reserves the right to interrupt service to perform updates, Enhancements and routine scheduled maintenance. District acknowledges that the 360 System may be subject to occasional downtime for maintenance, updates or other operational issues. In the event of unforeseen network or software failures, Contractor will use reasonable efforts to expeditiously repair and/or restore the 360 System. The 360 System is integrated with and hosted by Third-Party Providers, including but not limited to Google and AWS, and Contractor has no control over when those third-party applications might interrupt service due to equipment or technology failures, or to perform updates, enhancements and routine scheduled or unscheduled maintenance, which would in turn disrupt the 360 System.

4.5 Support Services. Contractor shall provide to District and its End Users, initial training and support services, as agreed to by the parties, in connection with the use and operation of the 360 System ("**Support Services**"). District shall have the option to purchase additional training beyond the scope of the Support Services, by executing an addendum, on terms mutually agreed to by Contractor and District. Contractor shall provide Support Services and technical support personnel for the resolution of technical questions and errors in line with Contractor's Documentation. Telephonic support for the 360 System will be available to District between the hours of 8:00 AM and 7:00 PM Eastern Time Monday through Friday except federal holidays.

4.6 Material Customizations or Changes to the 360 System. Should District request, at any time, material modifications, customizations, or changes to the 360 System that are beyond the standard scope of functionality and configurations available in the 360 System ("**Material Changes**"), Contractor and District will negotiate an appropriate cost, description, and schedule and incorporate these additional services or deliverables by executing an addendum.

5. DISTRICT'S RESPONSIBILITIES & RESTRICTIONS.

5.1 Unauthorized Access. District will take reasonable steps to prevent unauthorized access to the 360 System, including without limitation by protecting District and its End User's passwords and other log-in information. District will notify Contractor immediately of any known or suspected unauthorized use of the 360 System or breach of its security and will use best efforts to stop said breach.

5.2 District System and Software. District acknowledges that it is solely responsible for the maintenance and security of District System and Software including any District Data, Property Owner information or other personally identifiable data, maintained, monitored or implemented through District System and Software. District will be responsible for: (i) establishing, maintaining and providing the necessary security over District System and Software that integrates or communicates with the 360 System; (ii) ensuring that all proper licenses and permissions have been obtained for Contractor to access, use and/or communicate with District System and Software and District Data; and (iii) establishing and maintaining appropriate and necessary integration between District Systems and Software including, but not limited to, delivering the required District Data to Contractor's server(s) and ensuring that the District Data to be transmitted in conjunction with the 360 System is accurate, secure and in the format required by Contractor.

5.3 Compliance with Applicable Laws. In its use of the 360 System, District will comply with all Applicable Laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of District Data. District shall be responsible for ensuring that no Applicable Laws restrict or prevent use of the Inspection Services, 360 System or Equipment at the Property.

6. THIRD-PARTY PROVIDERS.

6.1 Ownership of Third-Party Provider Intellectual Property. District acknowledges that Contractor may utilize certain Third-Party Provider owned or controlled software, services or other content in connection with the provision of the 360 System and that such Third-Party Provider owned or controlled software, services and other content may be acquired and licensed directly or indirectly to District from such Third-Party Provider. Subject to District's right to use the Third-Party Provider content as incorporated in the services, any Third-Party Provider owned or controlled Intellectual Property used in the provision of the 360 System, shall continue to be owned or controlled by such Third-Party Provider.

6.2 Third-Party Provider Services. Contractor is an authorized licensee, user, partner and/or customer of certain Third-Party Provider owned or controlled services and content. District understands and agrees that: (i) although District is contracting directly with Contractor for the 360 System generally, certain content and services may be provided by a Third-Party Provider and are provided to District in accordance with the Third-Party Provider Terms; and (ii) Contractor retains the right to change any Third-Party Provider at any time. District agrees to be bound by the Third-Party Provider Terms. District further acknowledges that the Third-Party Provider services and content will be provided in accordance with such Third-Party Provider Terms, the levels of which Contractor cannot guarantee.

6.3 Third-Party Errors. District acknowledges that Contractor cannot prevent and shall have no liability for any unauthorized code or viruses that might be introduced from or by Third-Party Providers, or other third parties into Contractor's computers, networks, or devices through the use of the 360 System or otherwise ("**Third Party Errors**"). District agrees to waive and release Contractor from any and all liability for such Third-Party Errors.

7. INTELLECTUAL PROPERTY & FEEDBACK.

7.1 Definition of Intellectual Property. "**Intellectual Property**" means: (i) all works of authorship, including without limitation, all literary works, pictorial and graphic works, software, source code and any other work that may be the subject matter of copyright protection and all worldwide registrations thereof ("**Copyrights**"); (ii) any trademarks, service marks, brand names, trade dress, trade names, designs and any other word, symbol, device, product configuration, slogan or any combination thereof used to distinguish or identify goods or services that may be the subject matter of trademark protection, including all worldwide applications and registrations therefore and associated goodwill ("**Trademarks**"); (iii) any patents, patent applications, continuations, continuations in part, child applications, invention disclosures or inventions, including all methods, business methods, processes, machines, manufactures, systems and compositions of matter, designs and any other inventions that may be the subject matter of patent protection ("**Patents**"); (iv) all domain names, URLs, websites, and all data, content, "look and feel", operating and underlying code or software of all websites; (v) all trade secrets, proprietary information, data, and knowledge and experience of a technical, commercial or administrative nature, including all proprietary information, know-how, information processes, operating, maintenance and other manuals, data and databases, computer programs, including all documentation, design specifications, and flowcharts, operational and other plans, schematics and drawings, customer data and lists, advertising ("**Know-how**"), marketing and product concepts and campaigns and other valuable or proprietary information or data, and (vi) all worldwide statutory protection obtained or obtainable thereon on all of the preceding.

7.2 Ownership of Intellectual Property Rights to the 360 System. Contractor shall retain all right, title, and interest in and to the 360 System including without limitation all software used to provide the 360 System and all graphics, end user interfaces, logos, trademarks and other Intellectual Property used and reproduced through the 360 System, including all customizations, versions, Enhancements, Updates and Material Changes thereto. Contractor shall own all software code existing prior to provision of the services, including the 360 System, as well as all software code developed in contemplation, installation, implementation, customization and on-going provision of the services. District recognizes that the 360 System and its components are protected by copyright and other Intellectual Property laws.

7.3 Patent and Trademark Markings; Copyright Notice. District shall not remove or alter any trademark, trade name, copyright notice, patent marking or other proprietary notices, legends, symbols, or labels appearing on or in the 360 System or Documentation provided to or delivered to District by Contractor and shall use the same notices, legends, symbols, or labels in and on any use of the 360 System and Documentation.

7.4 Feedback. Contractor has not agreed to and does not agree to treat as confidential any Feedback District or End Users provide to Contractor, and nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Contractor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting District or the End User in question. Notwithstanding the provisions of **Section 8** below, Feedback will not be considered Confidential Information, however if District transmits information that would otherwise be considered confidential information with the Feedback, such other information shall be considered Confidential Information.

7.5 Injunctive Relief. The parties acknowledge that any unauthorized use, disclosure, or infringement of the Contractor's intellectual property or proprietary rights, including but not limited to Contractor's software, data models, trade secrets, or other technology, would cause immediate and irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, Contractor will be entitled, in addition to any other rights and remedies available at law or in equity, to seek injunctive or other equitable relief to prevent any such actual or threatened misuse, infringement, or disclosure, without the necessity of posting bond or proving actual damages.

8. TRADE SECRETS & CONFIDENTIAL INFORMATION.

8.1 Definition of Confidential Information. Section 119.0715, *Florida Statutes* provides that any "**Trade Secrets**" (as defined therein) held by the District are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Both Parties are reasonably relying on this statute so that Contractor may provide the District with certain Confidential Information. The term "**Confidential Information**" shall mean and include anything covered by the term "Trade Secret" under that statute, which is intended to cover: (i) any document Contractor marks as "Confidential"; (ii) any information either Party orally designates as "Confidential" at the time of disclosure, provided the Disclosing Party confirms such designation in writing within thirty (30) days; (iii) any other nonpublic, proprietary information related to the 360 System that Contractor considers a trade secret or otherwise maintains as confidential.

8.2 Exclusions from Confidential Information. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the District's possession at the time of disclosure; (ii) is independently developed by the District without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the District's improper action or inaction; or (iv) is approved for release in writing by Contractor. District is on notice that the Confidential Information may include Contractor's valuable trade secrets.

8.3 Nondisclosure. District will not use Contractor's Confidential Information for any purpose other than in connection with use of the 360 System. The District: (i) will not disclose Confidential Information to any employee or contractor of the District unless such person needs access to such Confidential Information in order to facilitate the use of the 360 System; and (ii) will not disclose Confidential Information to any third party without the Contractor's prior written consent. Nothing in this Section prohibits the District from complying

with applicable Florida public records laws; however, the District will notify Contractor of any request to disclose Contractor's Confidential Information and cooperate as reasonably necessary to protect exempt or proprietary information under Applicable Laws.

8.4 **Termination & Return.** With respect to each item of Confidential Information, the obligations of **Section 8.3** above (*Nondisclosure*) will terminate three (3) years after termination of this Agreement; provided that such obligations related to Confidential Information constituting Contractor's trade secrets will continue so long as such information remains subject to trade secret protection pursuant to Applicable Laws. Upon termination of this Agreement, District will return all copies of Confidential Information to Contractor or certify, in writing, the destruction thereof.

9. **REPRESENTATIONS & WARRANTIES.** District represents and warrants that: (a) District has and will obtain all permissions and consents that are necessary in order to allow Contractor to perform the services in accordance with this Agreement, including without limit, obtaining all necessary consents, licenses and permissions for Contractor to: (i) integrate, access and communicate with District System and Software; (ii) grant the District Data License of **Section 3.2**; and (iii) provide the 360 System and Inspection Services at the Property; (b) District shall not use or access, nor allow its End Users to use or access the 360 System in any manner that will infringe any third party Intellectual Property or privacy right; and (c) Contractor's sharing and use of District's Data as used in line with the requirements of this Agreement shall not infringe on any Intellectual Property or privacy right of any third-party.

10. **WARRANTY DISCLAIMER. THE 360 SYSTEM IS BEING PROVIDED TO DISTRICT "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, NON-INVASION OF PRIVACY, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (I) CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE 360 SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR OR COMPLY WITH ALL APPLICABLE LAWS; AND (II) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE 360 SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT DISTRICT DATA WILL REMAIN PRIVATE OR SECURE. CONTRACTOR MAKES NO WARRANTIES WITH RESPECT TO THE THIRD-PARTY PROVIDER SERVICES OR EQUIPMENT.**

11. **BREACH AND SUSPENSION/TERMINATION RIGHTS.** Due to the proprietary and valuable nature of Contractor's rights in the Intellectual Property and Confidential Information associated with the 360 System, in the event that District or an End User breaches or exceeds any license or use rights of the 360 System or other Intellectual Property or confidentiality rights of Contractor, then Contractor shall be free, in Contractor's sole discretion, to suspend the respective breaching party's (be it District or the applicable End User) rights or access to the 360 System or terminate the Agreement or Subscription License with respect to District or the End User upon written notice and without any opportunity for such breaching District or End User having an opportunity to cure such breach. Contractor shall be free to seek all available legal and equitable remedies including without limitation injunctive relief, including in accordance with **Section 7.5**.

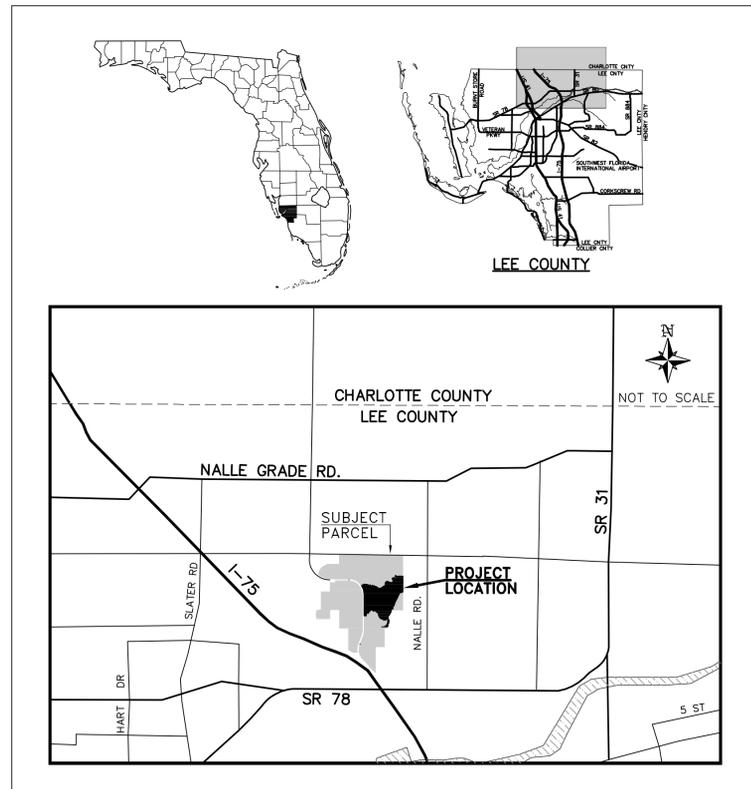
EXHIBIT 8

AGENDA

SITE OBSERVATION REPORT AND MAPPING

NORTH BROOK

PROJECT LOCATION MAP



LOCATION MAP

SECTION 15, 16, & 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

SITE INFORMATION

PROJECT AREA: 741.23 ACRES
D.O. BOUNDARY: 139.06 ACRES
PARCEL STRAP NUMBERS:
 15-43-25-00-00001.0000
 16-43-25-00-00001.0060
 16-43-25-00-00001.006A
 16-43-25-00-00001.006B
 16-43-25-00-00001.006C
 16-43-25-00-00001.0100
 16-43-25-00-00002.0000
 16-43-25-00-00003.0000
 16-43-25-00-00003.0010
 16-43-25-00-00003.0020
 16-43-25-00-00003.0040
 16-43-25-00-00003.0050
 16-43-25-00-00003.0060
 16-43-25-00-00003.0070
 16-43-25-00-00003.0080
 21-43-25-00-00001.1000
 21-43-25-00-00002.0000
 21-43-25-00-00006.0020
 21-43-25-00-00001.1020

PARCEL ADDRESS:
 17400, 17600, 17640, 18700, 18800, 18900
 18950, 18970, 18981 PRITCHETT PARKWAY
 NORTH FORT MYERS, FLORIDA 33917

8350, 8380, 8420, 8460 RICH ROAD
 NORTH FORT MYERS, FLORIDA 33917

9100 SEDGEFIELD ROAD
 NORTH FORT MYERS, FLORIDA 33917

CURRENT ZONING: RPD
PROPOSED USE: RESIDENTIAL SUBDIVISION
SFWM PERMIT NUMBER: (36-06899-P)

PHASE ONE

PREPARED FOR:
NORTH BROOK HOLDINGS, LLC
 2502 NORTH ROCKY POINT, SUITE 1050
 TAMPA, FLORIDA 33607
 PHONE: (813) 288-8078 FAX: (813) 288-8178

UTILITY SERVICE PROVIDERS

WATER:
 LEE COUNTY UTILITIES
 1500 MONROE STREET
 FORT MYERS, FL 33901
 PH (239) 533-8181

SEWER:
 FLORIDA GOVERNMENTAL UTILITY AUTHORITY
 5660 BAYSHORE ROAD
 FORT MYERS, FL 33917
 PH (239) 543-1005
 FAX (239) 543-2226

ELECTRIC:
 LEE COUNTY ELECTRIC COOPERATIVE
 15834 WINKLER ROAD
 FORT MYERS, FL 33901
 PH (239) 415-1302

PHONE:
 CENTURY LINK
 5100 DANIELS PARKWAY, SUITE 300
 FORT MYERS, FL 33907
 PH (239) 590-0440

FIRE PROTECTION:
 BAYSHORE FIRE DISTRICT
 17350 NALLE ROAD
 FORT MYERS, FL 33917
 PH (239) 543-3443

SOLID WASTE DISPOSAL:
 FLORIDA RECYCLING SERVICES INC.
 2465 HIGHLAND AVE.
 FORT MYERS, FL 33916
 (239) 332-8500

PROJECT CONTACTS

CIVIL ENGINEER:
 BANKS ENGINEERING
 SAMUEL W. MARSHALL, P.E. PROJECT MANAGER
 10511 SIX MILE CYPRESS PKWY.
 FORT MYERS, FLORIDA 33966
 PHONE: (239) 939-5490

SURVEYOR:
 BANKS ENGINEERING
 10511 SIX MILE CYPRESS PKWY.
 FORT MYERS, FLORIDA 33966
 PHONE: (239) 939-5490

TRAFFIC ENGINEER:
 JMB TRANSPORTATION ENGINEERING, INC.
 761 21ST STREET NW
 NAPLES, FLORIDA 34120
 PHONE: (239) 919-2767

BANKS ENGINEERING

Professional Engineers, Planners, & Land Surveyors
 Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY
 FORT MYERS, FLORIDA 33966
 PHONE: (239) 939-5490 FAX: (239) 939-2523
 ENGINEERING LICENSE # EB 6469
 SURVEY LICENSE # LB 6690
 WWW.BANKSENG.COM

6 DOS2015-00083

SAMUEL W. MARSHALL, P.E.
 #48881

SHEET LIST TABLE

SHEET #	SHEET TITLE
01	COVER SHEET
02	AERIAL & EXISTING CONDITIONS
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03	MASTER PHASING PLAN
03A	PHASE ONE DEVELOPMENT
04	GENERAL NOTES
05	MASTER SITE PLAN
06	MASTER DRAINAGE PLAN
07	MASTER UTILITY PLAN
08	PAVING GRADING & DRAINAGE PLAN
09	PAVING GRADING & DRAINAGE PLAN
10	PAVING GRADING & DRAINAGE PLAN
11	PAVING GRADING & DRAINAGE PLAN
12	PAVING GRADING & DRAINAGE PLAN
13	PAVING GRADING & DRAINAGE PLAN
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15	TYPICAL CROSS SECTIONS
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16	STRUCTURE DATA TABLE
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18	PLAN & PROFILE STA. 910+00 TO 920+00
19	PLAN & PROFILE STA. 920+00 TO 929+00
20	PLAN & PROFILE STA. 1000+00 TO 1010+00
21	PLAN & PROFILE STA. 1010+00 TO 1015+00
22	PLAN & PROFILE STA. 1100+00 TO 1106+00
23	PLAN & PROFILE STA. 1106+00 TO 1112+00
24	PLAN & PROFILE STA. 1200+00 TO 1208+67
25	PLAN & PROFILE STA. 1300+00 TO 1120+00
26	PLAN & PROFILE STA. 1307+00 TO 1130+00
27	PLAN & PROFILE STA. 1400+00 TO 1410+79
28	PLAN & PROFILE STA. 1500+00 TO 1507+00
29	PLAN & PROFILE STA. 1507+00 TO 1513+00
30	PLAN & PROFILE STA. 1513+00 TO 1519+00
31	PLAN & PROFILE STA. 1600+00 TO 1607+00
32	PLAN & PROFILE STA. 1607+00 TO 1616+00
33	PLAN & PROFILE STA. 1700+00 TO 1707+00
34	PLAN & PROFILE STA. 1707+00 TO 1713+00 NOT IN SET
35	PLAN & PROFILE LIFT STATION 2
36	PAVING, GRADING, AND DRAINAGE DETAILS
37	DRAINAGE CONTROL STRUCTURE DETAILS
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48	PRITCHETT PLAN & PROFILE STA. 408+50 TO 418+50
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50	PRITCHETT PLAN & PROFILE STA. 428+50 TO 438+50
51	PRITCHETT PLAN & PROFILE STA. 438+50 TO 448+50
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59	PRITCHETT CROSS SECTIONS
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63	BAYSHORE ROAD CROSS SECTIONS
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65	BEST MANAGEMENT PRACTICES

NO.	DATE	REVISION DESCRIPTION	BY
9	7/19/2017	PER LCU/FGUA COMMENTS	EMH
8	6/6/2017	REPRINT FOR CONSTRUCTION	EMH
7	5/9/2017	PER CLIENT CONSTRUCTION COMMENTS	EMH
6	6/1/2016	PER COUNTY COMMENTS OF 6/1/2016	EMH
5	4/21/2016	SANITARY SEWER VALUE ANALYSIS PER CLIENT	EMH
4	3/8/2016	PER CONTRACTOR COMMENTS OF 3/8/2016	EMH
3	1/27/2016	PER COUNTY COMMENTS OF 1/12/2016	EMH
2	1/25/2016	REVISED BID SET	EMH
1	11/25/2015	REVISIONS PER COUNTY COMMENTS OF 10/19/15	EMH



Loc.15: No depression in inlet. Major depression in pavement and in curbing around inlet (both sides). Crack in curbing (both sides), 1 panel each side ~ 18LF.



Sidewalk panel lifting and cracked



Loc.18: No depression in inlet. Major depression in pavement and minor depression in curbing around inlet (both sides). Crack in curbing by inlet (possible inlet lifting) (both sides), 1 panel each side.



Pavement depression and cracking around MH



Loc.16: No depression in inlet. Major depression in pavement abutting curb (W side). Crack in curbing (W side), 1 panel ~ 10LF.



Loc.14: No depression in inlet. Minor depression in pavement and major depression in curbing (both sides). Crack in curbing (both sides), 1 panel each side ~ 20LF.

Loc.17: No depression in inlet. Major depression in pavement and 2 asphalt patches are lifting. Major curbing depression around inlet (both sides). Crack in curbing (both sides), 1 panel each side ~ 16LF.



Loc.13: No depression in inlet, filter fabric still in. Minor depression in pavement and major depression in curbing (both sides). Crack in curbing (both sides), 1 panel each side ~ 20LF.



Loc.12: No depression in inlet. Noticeable depression in pavement with pavement cracking, minor curb depression (N side). Crack in curbing (N side) ~ 8LF.

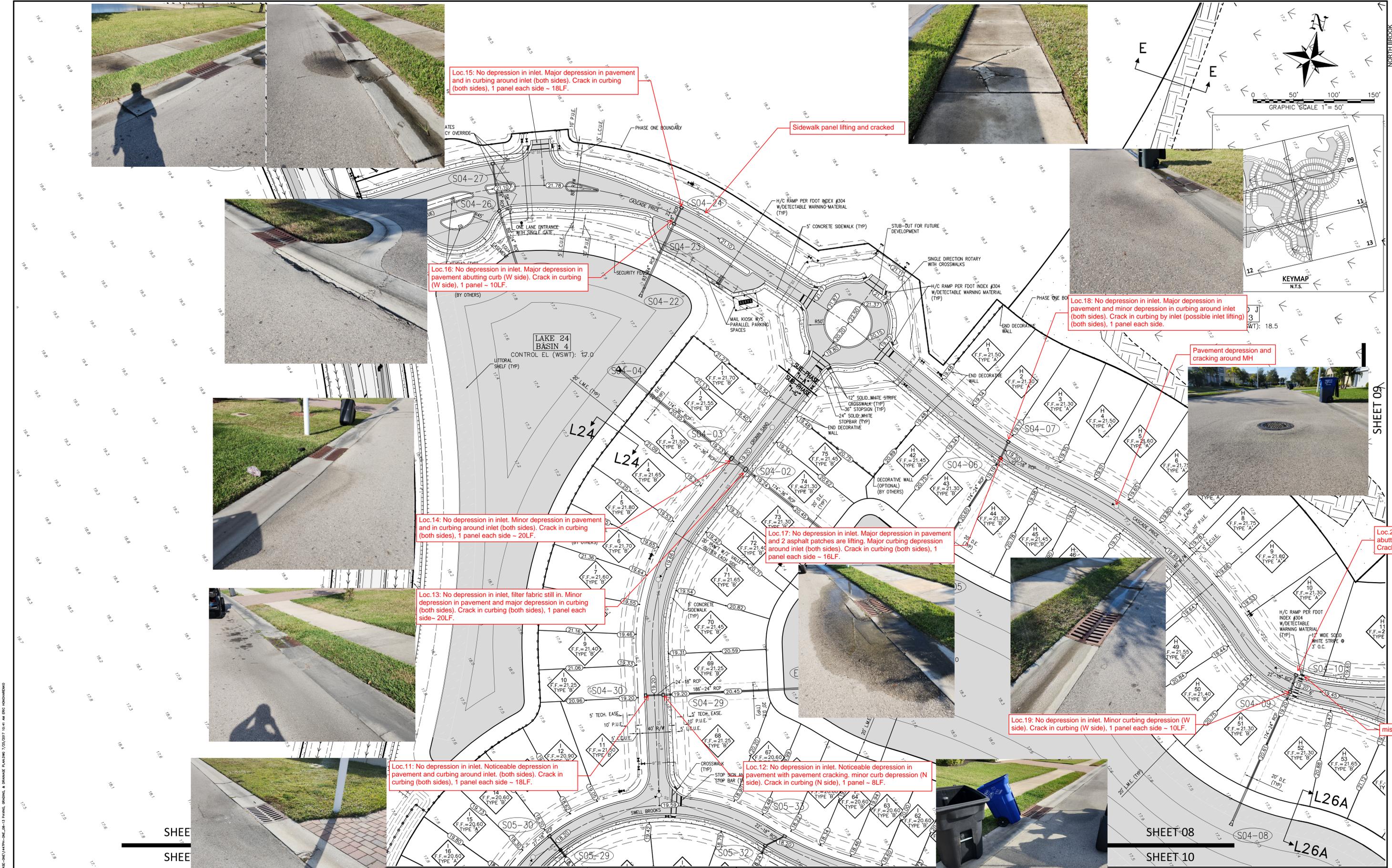


Loc.19: No depression in inlet. Minor curb depression (W side). Crack in curbing (W side), 1 panel each side ~ 10LF.



Loc.11: No depression in inlet. Noticeable depression in pavement and curbing around inlet. (both sides). Crack in curbing (both sides), 1 panel each side ~ 18LF.

Loc.20: No depression in inlet. Major depression in pavement and 2 asphalt patches are lifting. Major curbing depression around inlet (both sides). Crack in curbing (both sides), 1 panel each side ~ 16LF.



S:\Jobs\1447PH1\Engineering\PHASE-ONE\1447PH-ONE_08-13 PAVING, GRADING, & DRAINAGE PLAN.dwg

SHEET 08

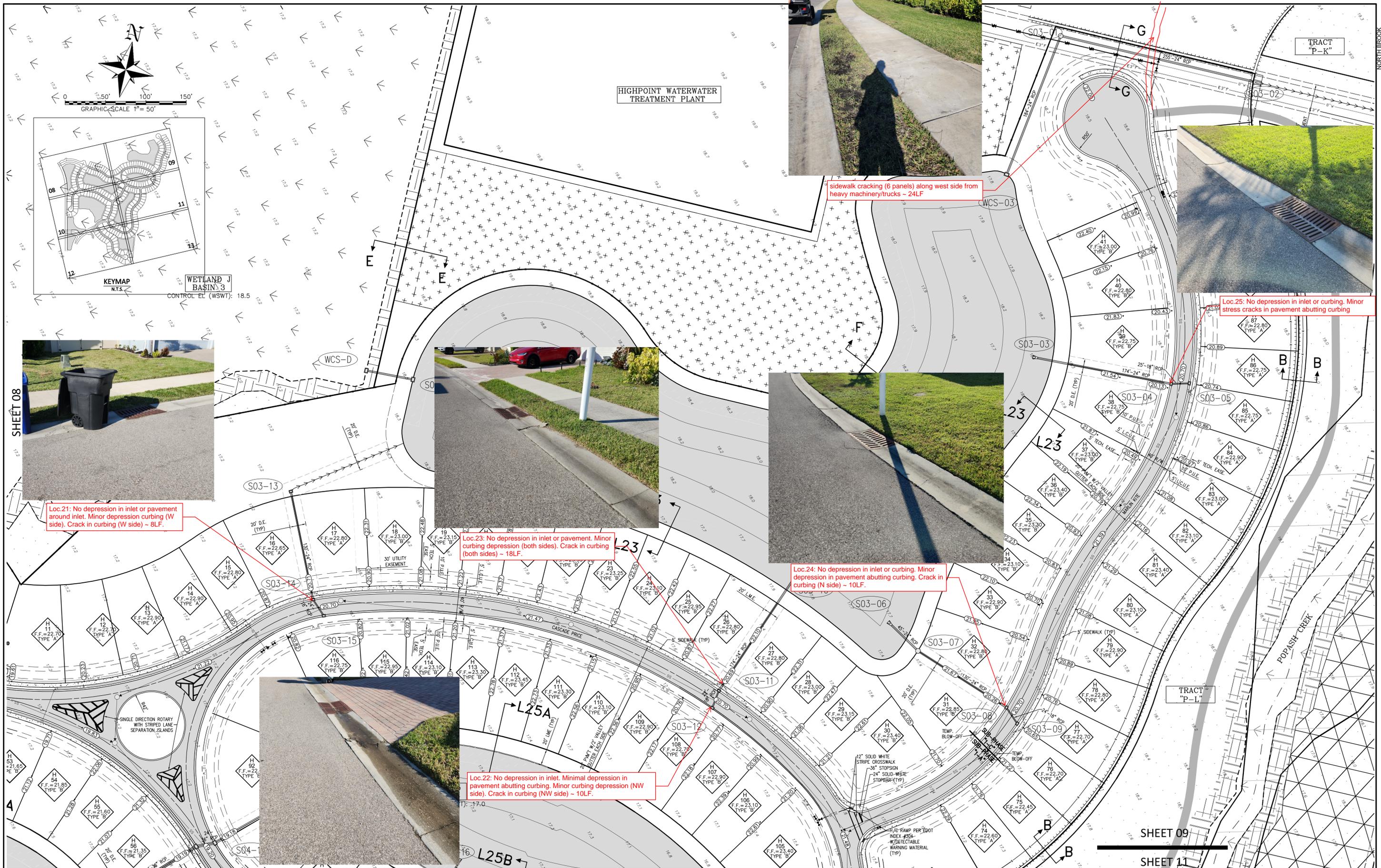
NORTH BROOK HOLDINGS, LLC
NORTH ROCKY POINT, SUITE 1050
TAMPA, FLORIDA 33607
PHONE: (813) 288-8078

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Professional Engineers, Planners, & Land Surveyors
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10511 SIX MILE CYPRESS
FORT MYERS, FLORIDA
PHONE: (239) 939-5490 FAX:
ENGINEERING LICENSE #
SURVEY LICENSE # LB

PAVING GRADING & DRAINAGE PLAN
NORTH BROOK
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
6/15/15	1447PH-ONE		EMH	EMH	SWM		08



SHEET 08

SHEET 09

SHEET 11

PREPARED FOR:

NORTH BROOK HOLDINGS, LLC
2502 NORTH ROCKY POINT, SUITE 1050
TAMPA, FLORIDA 33607
PHONE: (813) 288-8078

BANKS ENGINEERING
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SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

Professional Engineers, Planners, & Land Surveyors
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DATE: 5/9/2017
REVISIONS PER COUNTY COMMENTS OF 10/19/15
NO. DATE REVISION DESCRIPTION

EMH
EMH
BY

PAVING GRADING & DRAINAGE PLAN									
NORTH BROOK									
LEE COUNTY, FLORIDA									
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET		
6/15/15	1447PH-ONE		EMH	EMH	SWM		09		



0 50' 100' 150'
GRAPHIC SCALE 1" = 50'

KEYMAP
N.T.S.

Loc.7: Inlet below EOP -1.5", no depression in pavement. Minor depression in curbing (both sides). Crack in curbing (both sides), 1 panel (N) and 1 panel (S) - 16LF

Loc.6: No depression in inlet, light depression in pavement around inlet. Large curb depression E/W. Crack in curbing (both sides), 1 panel (N) and 1 panel (S) - 20LF

Loc.5: No depression in inlet, light depression in pavement around inlet. Large curb depression E/W -1.5". Crack in curbing (both sides), 1 panel (N) and 1 panel (S) - 20LF

Loc.9: Patch around MH is depressed, and needs replaced

Loc.10: No depression in inlet or pavement. Minor curb depression (both sides). Crack in curbing (both sides), 1 panel (N) and 1 panel (S) - 16LF. No ADA mat

Asphalt patch is crumbling, need replaced 8x8

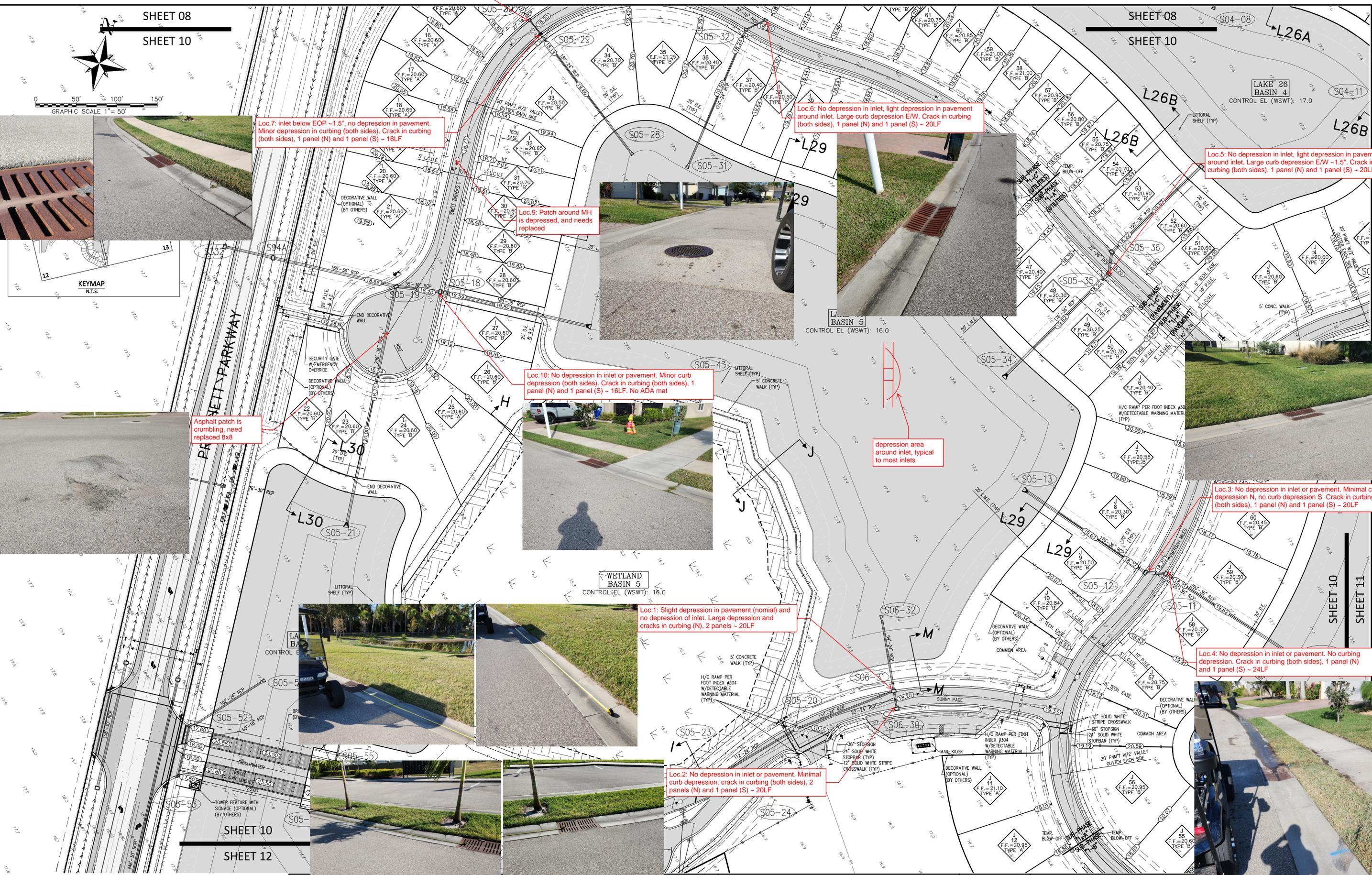
depression area around inlet, typical to most inlets

Loc.3: No depression in inlet or pavement. Minimal curb depression N, no curb depression S. Crack in curbing (both sides), 1 panel (N) and 1 panel (S) - 20LF

Loc.1: Slight depression in pavement (nomial) and no depression of inlet. Large depression and cracks in curbing (N), 2 panels - 20LF

Loc.4: No depression in inlet or pavement. No curbing depression. Crack in curbing (both sides), 1 panel (N) and 1 panel (S) - 24LF

Loc.2: No depression in inlet or pavement. Minimal curb depression, crack in curbing (both sides), 2 panels (N) and 1 panel (S) - 20LF

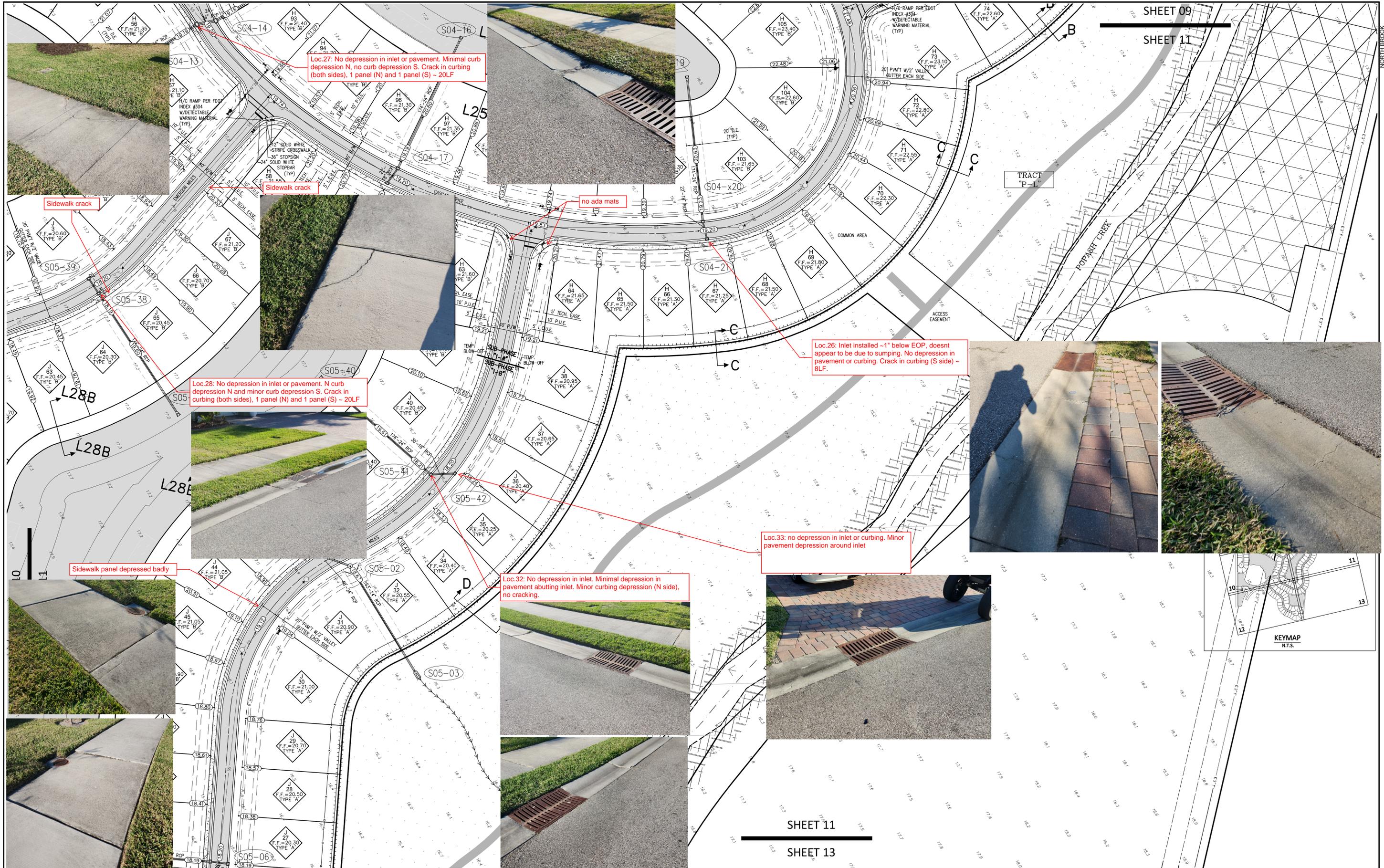


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PAVING GRADING & DRAINAGE PLAN									
NORTH BROOK									
LEE COUNTY, FLORIDA									
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET		
6/15/15	1447PH-ONE		EMH	EMH	SWM		10		

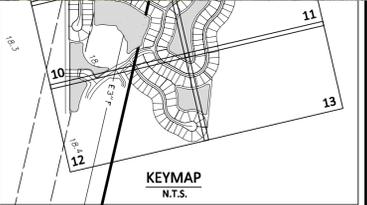


SHEET 09

SHEET 11

SHEET 11

SHEET 13

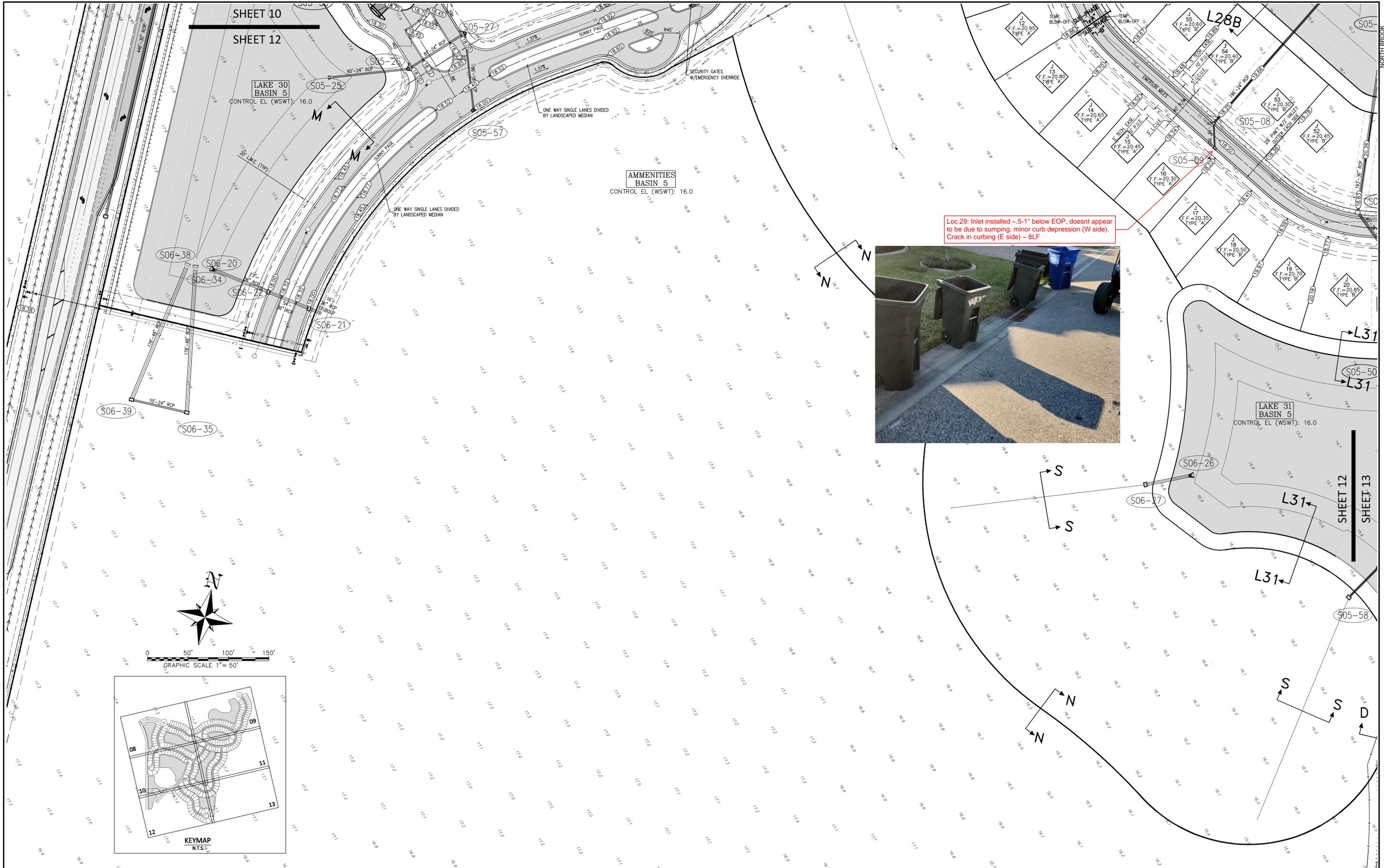


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 TAMPA, FLORIDA 33607
 PHONE: (813) 288-8078

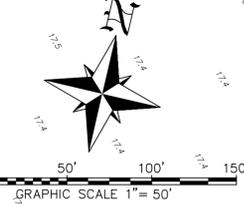
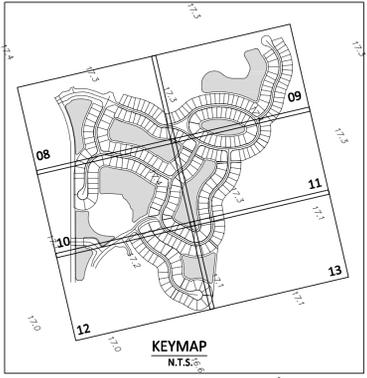
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NO.	DATE	REVISION DESCRIPTION	BY
2	5/9/2017	PER CLIENT CONSTRUCTION COMMENTS	EMH
1	11/25/2015	REVISIONS PER COUNTY COMMENTS OF 10/19/15	EMH

DATE: 6/15/15
 PROJECT: 1447PH-ONE
 DRAWING: EMH
 DESIGN: EMH
 DRAWN: EMH
 CHECKED: SWM
 SCALE: AS SHOWN
 SHEET: 11

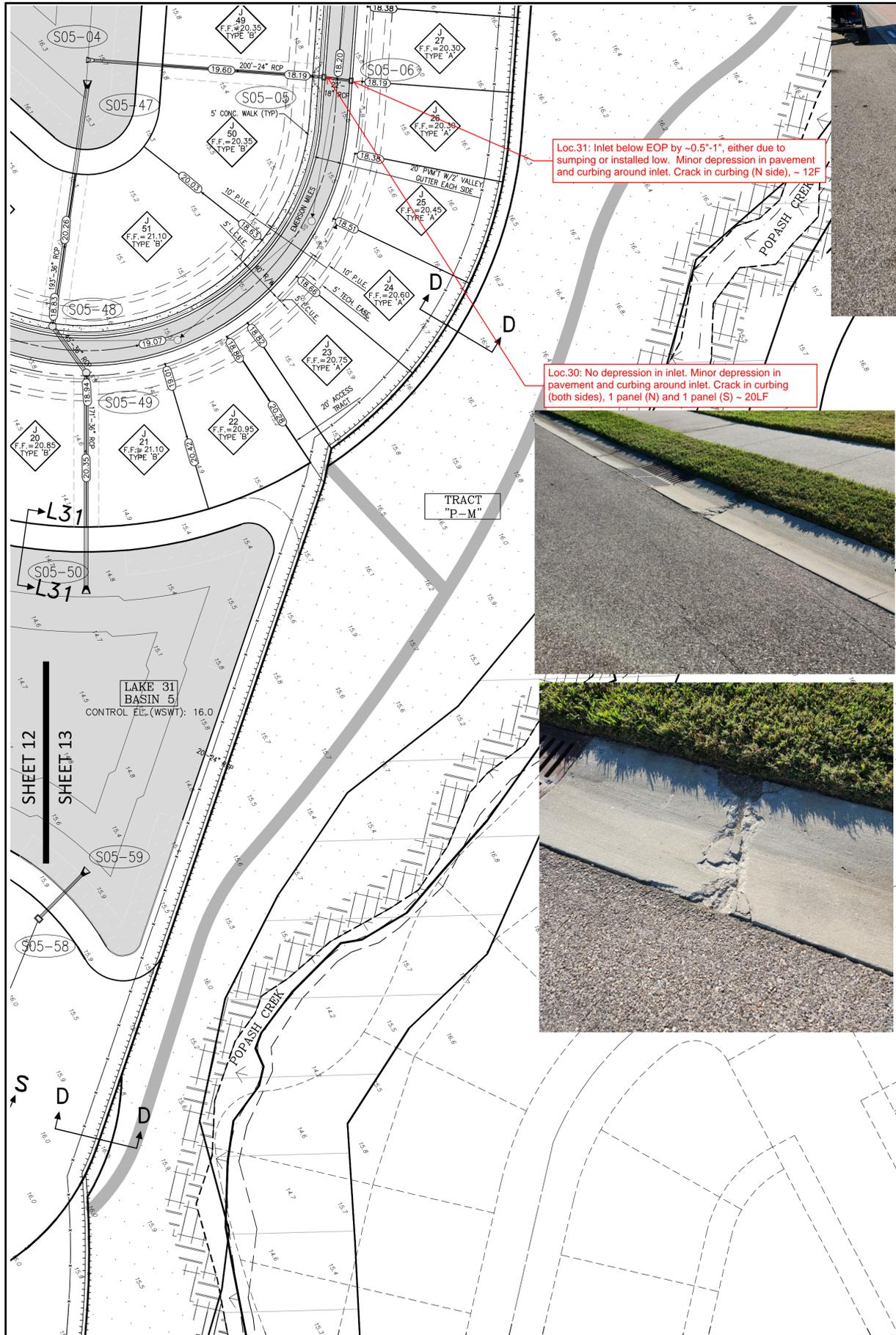


Loc.29: Inlet installed ~.5-1" below EOP, doesnt appear to be due to sumping, minor curb depression (W side). Crack in curbing (E side) ~ 8LF



PREPARED FOR:		NORTH BROOK HOLDINGS, LLC 2502 NORTH ROCKY POINT, SUITE 1050 TAMPA, FLORIDA 33607 PHONE: (813) 288-8078		BANKS ENGINEERING 10511 SIX MILE CYPRESS PARKWAY FORT MYERS, FLORIDA 33966 PHONE: (239) 939-5490 FAX: (239) 939-2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM	PAVING GRADING & DRAINAGE PLAN								
2 5/9/2017 PER CLIENT CONSTRUCTION COMMENTS 1 11/25/2015 REVISIONS PER COUNTY COMMENTS OF 10/19/15					NORTH BROOK LEE COUNTY, FLORIDA								
NO.	DATE	REVISION DESCRIPTION	EMH	EMH	BY	DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
						6/15/15	1447PH-ONE		EMH	EMH	SWM		12

PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS SERVING THE STATE OF FLORIDA												
SAMUEL W. MARSHALL, P.E. #48881												



Loc.31: Inlet below EOP by ~0.5"-1", either due to sumping or installed low. Minor depression in pavement and curbing around inlet. Crack in curbing (N side), ~ 12F

Loc.30: No depression in inlet. Minor depression in pavement and curbing around inlet. Crack in curbing (both sides), 1 panel (N) and 1 panel (S) ~ 20LF

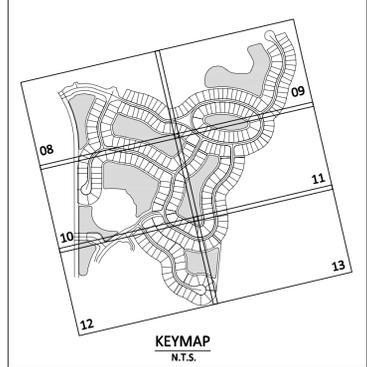


SHEET 11

SHEET 13



0 50' 100' 150'
GRAPHIC SCALE 1" = 50'



KEYMAP
N.T.S.

PREPARED FOR:
NORTH BROOK HOLDINGS, LLC
2502 NORTH ROCKY POINT, SUITE 1050
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SAMUEL W. MARSHALL, P.E.
#48881

PAVING GRADING & DRAINAGE PLAN
NORTH BROOK
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
6/15/15	1447PH-ONE		EMH	EMH	SWM		13

EXHIBIT 9

AGENDA



January 16, 2026

Stoneybrook North CDD
Kai
2502 N. Rocky Point Drive, Suite 1000
Tampa, FL 33607

**RE: PROFESSIONAL SERVICES PROPOSAL
 STONEYBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT
 COMMUNITY MAPPING
 PROJECT NUMBER: 238202299**

Attached please find our Professional Services Agreement associated with the subject project. If deemed acceptable, please sign the form on page 3 where required and return to our office at your earliest convenience.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Stantec Consulting Services Inc.

Tonja L. Stewart, PE
Senior Project Manager
Civil Engineering
Ph: (813) 223-9500
Fax: (813) 223-0009
tonja.stewart@stantec.com

Att.: As noted

January 16, 2026

TO: Stoneybrook North CDD
Kai
2502 N. Rocky Point Drive, Suite 1000
Tampa, FL 33607

**RE: PROFESSIONAL SERVICES PROPOSAL
STONEBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT
COMMUNITY MAPPING
PROJECT NUMBER: 238202299**

OVERVIEW

1. The Stoneybrook North Community Development District (CDD) ("Client") has requested that Stantec Consulting Services Inc. ("Consultant") provide a proposal for community mapping to support a comprehensive understanding of property ownership, easement locations, and maintenance responsibilities within the District.

SCOPE OF SERVICES

300 Community Mapping

Consultant will collect and review publicly recorded documents, including plats, deeds, and easements, as well as applicable plans available from the South Florida Water Management District (SFWMD) website. Based on this information, Consultant will develop a set of maps identifying ownership boundaries, recorded easements, and maintenance responsibilities within the District. The maps will also include features such as ponds, wetlands, outfall structures, and other flow-way systems, but will exclude structures associated with pond inflow systems. Consultant will coordinate with the District's Field Operations Manager to confirm details of landscape maintenance areas. Land conveyances will be reviewed and coordinated with District Counsel.

FEES

The compensation to be paid to Stantec Consulting Services Inc. for providing the services described in the Scope of Services shall be as follows:



Task	Description	Fee Type (See Note)	Fee Amount
300	Community Mapping	T/M	\$ 8,500
Total			\$ 8,500

NOTE:

T/M = Time/Material

GENERAL CONDITIONS AND UNDERSTANDINGS

The attached "Professional Services Terms and Conditions" shall govern the agreement.

The final total fee may be higher or lower than the estimated fee and shall not be limited to the estimated fee. Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

E-Verification

Pursuant to Section 448.095(2), Florida Statutes (the "Statute"),

- a. Consultant represents that Consultant is eligible to contract with the District, and is currently in compliance and will remain in compliance with the Statute for as long as it has any obligations under this Agreement, including, but not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2023.
- b. If the District has a good faith belief that the Consultant has knowingly violated the Statute, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Consultant otherwise complied with its obligations thereunder, the District shall promptly notify the Consultant and the Consultant will immediately terminate its contract with the subcontractor.



c. If this Agreement is terminated in accordance with such requirements, then the Consultant will be liable for any additional costs incurred by the District.

January 16, 2026

Tonja L. Stewart, P.E.
Senior Project Manager

Date

Stoneybrook North Community Development District, Title

Date



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

Description of Work: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

Terms and Conditions: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

Compensation: Payment is due to Consultant within 28 days of receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting ar@stantec.com. Consultant provides no guarantee or warranty that the Client's Project requirements can be achieved within its proposed Project budget or schedule. Any services to redesign, value-engineer or make changes to the Client's Project requirements, whether for cost-saving, schedule efficiency, or otherwise, constitute additional services.

Notices: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

Termination: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

Environmental: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

Professional Responsibility: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

Indemnity: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

Limitation of Liability: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$100,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

Documents: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be



used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

Field Services: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

Governing Law/Compliance with Laws: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

Dispute Resolution: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

Assignment: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

Severability: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

Contra Proferentem: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

Business Practices: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.



SCHEDULE OF FEES

Effective January 1, 2026

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$127.00
Level 4	\$138.00
Level 5	\$158.00
Level 6	\$162.00
Level 7	\$174.00
Level 8	\$184.00
Level 9	\$190.00
Level 10	\$198.00
Level 11	\$214.00
Level 12	\$226.00
Level 13	\$237.00
Level 14	\$250.00
Level 15	\$264.00
Level 16	\$291.00
Level 17	\$302.00
Level 18	\$308.00
Level 19	\$320.00
Level 20	\$332.00
Level 21	\$352.00
1 Person Field Crew	\$150.00
2 Person Field Crew	\$208.00
3 Person Field Crew	\$265.00
4 Person Field Crew	\$327.00

*Rates subject to annual increase.

Unit billings, such as printing and survey materials, will be billed at standard rates.

All other out-of-pocket expenses will be billed at cost +10%.

EXHIBIT 10

AGENDA



BRIGHTWATER

Stoneybrook North CDD (Brightwater)

Jan 17, 2026 / Jim Bugos

Complete

Score	31 / 48 (64.58%)	Flagged items	17	Actions	0
--------------	------------------	----------------------	----	----------------	---

Site conducted Brightwater

Conducted on Jan 17, 2026 12:39 PM EST

Prepared by Jim Bugos

Location 8435 Bridgewater Dr
North Fort Myers FL 33917
United States
(26.727917803179565,
-81.81880388251645)

Bridges	2 flagged, 0 / 2 (0%)
----------------	-----------------------

Entrance Bridge Poor

Wear deck needs replaced



Photo 1



Photo 2



Photo 3



Photo 4

Exit Bridge Poor

Wear deck needs replaced



Photo 5



Photo 6



Photo 7



Photo 8

Monuments	2 / 2 (100%)
------------------	--------------

South Entrance Good



Photo 9

North Entrance (Lennar)

Good

Lakes

8 flagged, 8 / 16 (50%)

#30 South Entrance Lake (toward Lagoon)

Poor

No operational aerators even though pump is running



Photo 10

#30 South Entrance Lake (north side)

Poor

No operational aerators although pump is running



Photo 11

#29 Lake Across from South Mail Center

Poor

Aerators at 150, 350 and 500 work but 625 and 750 do not

#28 Everson Miles Circle Lake (Behind common area near mail center)

Fair

Not sure if all of the aerator's are working or not 225 appears to be very weak and I believe 100 and 250 are OK but 550 is questionable

#31 Behind 18192 Everson Miles Circle (Walking Path)

Good

Both aerator's appear to be working



Photo 12

#25 Cascade Price Circle Lake

Good

Both aerator's appear to work



Photo 13

#23 Pond & Pump Station at Marlin Kite Circle (L shaped goes to Cascade Price also)

Poor

Aerator at 975 feet does not appear to be working



Photo 14



Photo 15

River Burst Court Cul-de-sac Lake

Poor

Aerator at 210 and 330 feet are not working



Photo 16



Photo 17

Between River Burst Court and Shimmer Dawn Court

Good

All four aerator's appear to be working



Photo 18



Photo 19

South side of Marlin Kite (Check near Water Sale)

Good



Photo 20



Photo 21



Photo 22

Pump Station & Lake at Water Sale Drive

Good

It appears that all aerator are working



Photo 23

Marlin Kite West of Pump Station

Poor

Appears that only two of the aerator's are working



Photo 24

Lake across from North Entrance Mail Center

Good

#24 Lake behind North Entrance Mail Center

Poor

None of these aerators are working

#26 Cascade Price/Cronin Sand/Swell Brooks Ct (connects to N Mail Center Pump)

Poor

Aerator are not working

Pump Station at corner of Sunny Page Ln & Everson Myles Court

Good

Gates

4 flagged, 7 / 11 (63.64%)

Original Entrance Gate - before lagoon

Poor

These should be removed if they are not being used



Photo 25



Photo 26



Photo 27



Photo 28



Photo 29

Resident Entrance Gate (South)

Fair

It operational because of power issue at guest entrance

Guest Entrance (South)

Poor

No power at this gate



Photo 30

Pedestrian Gate at south entrance	Good
--	------

Exit Gate at North Entrance (Lennar)	Fair
---	------

Need to verify if repair has been completed

Pedestrian Exit Gate at North Entrance	Poor
---	------

Handle is missing and needs replaced



Photo 31

Entrance Gate at North Entrance (Lennar)	Good
---	------

Pedestrian Entrance Gate at North Entrance	Good
---	------

Pedestrian Gate at Sewell Brooks Court	Good
---	------

Resident Exit Gate (South)	Fair
-----------------------------------	------

You need to get power repaired so these can be activated

Original Exit Gate	Poor
---------------------------	------

This should be removed if not being used

Mail Centers	4 / 4 (100%)
--------------	--------------

South Entrance Mail Center	Good
-----------------------------------	------

South Mail Center Island Landscape	Good
---	------

North Entrance Mail Center	Good
-----------------------------------	------

North Mail Center Island Landscape	Good
---	------

Miscellaneous	1 flagged, 1 / 2 (50%)
---------------	------------------------

Preserve Area near tot lot	Fair
-----------------------------------	------

Should this area have irrigation? All the sod that was installed after construction is dead.



Photo 32

Gate at Sedgefield Rd

Poor

The gate that was here has ended up in the creek. Need to schedule someone to remove it.. when it gets removed we should also look to have a new more permanent gate installed



Photo 33



Photo 34

Amenities

3 / 3 (100%)

Tot Lot

Good

Dog Park - Small

Fair

Water is shut off in the meter box so there is no water in this area.

Dog Park - Large

Fair

Water is shut off in the meter box so there is no water in this area.

Pop Ash Creek

1 / 1 (100%)

Pop Ash Creek 1

1 / 1 (100%)

Pop Ash Creek

Fair

No water flow in this area so it is all weeds. When we get back into rainy season, we can monitor it again.



Photo 35



Photo 36



Photo 37

Pop Ash Creek Location

Landscape

1 flagged, 1 / 2 (50%)

Landscape 1

1 flagged, 0 / 1 (0%)

Landscape

Poor

Hogs have gotten to the area at the Cronin Sand cascade Price Circle area



Photo 38

Landscape Location

Landscape 2

1 / 1 (100%)

Landscape

Fair

Is there a possible irrigation leak in this area? There seems to always be standing water.



Photo 39

Landscape Location

18600 Marlin Kite Ln
North Fort Myers FL 33917
United States
(26.736996260074122,
-81.80723834305559)

Street Signs

1 / 1 (100%)

Street Signs 1

1 / 1 (100%)

Street Sign

Fair

Street signs at Marlin kite and shimmer Dawnn needs straightened



Photo 40



Photo 41

Street Sign Location

18821-18921 Shimmer Dawn Ct
North Fort Myers FL 33917
United States
(26.73818529488724,
-81.80942640885542)

Sidewalks

1 flagged, 2 / 3 (66.67%)

Sidewalks 1

1 flagged, 0 / 1 (0%)

Sidewalk

Poor

Sidewalk by tot lot still needs repaired



Photo 42

Sidewalk Location

18600 Marlin Kite Ln
North Fort Myers FL 33917
United States
(26.736987895912744,
-81.80723506767056)

Sidewalks 2

1 / 1 (100%)

Sidewalk

Fair

Is there a plan to finish this piece of sidewalk near the north entrance?



Photo 43

Sidewalk Location

Cascade Price Cir
North Fort Myers FL 33917
United States
(26.734463936085024,
-81.81509638572784)

Sidewalks 3

1 / 1 (100%)

Sidewalk

Fair

Need to repair this piece of sidewalk near the north entrance for a possible tripping hazard



Photo 44

Sidewalk Location

Cascade Price Cir
North Fort Myers FL 33917
United States
(26.73431183525018,
-81.81498111606447)

Roads

1 / 1 (100%)

Roads 1

1 / 1 (100%)

Road

Good

Does it make sense to paint some parking lines in the area of the circle since some areas seem to have issues with street parking



Photo 45

Road Location

Sign Off



Jim Bugos
Jan 17, 2026 3:21 PM EST

Flagged items

17 flagged

Title Page / Bridges

Entrance Bridge

Poor

Wear deck needs replaced



Photo 1



Photo 2



Photo 3



Photo 4

Title Page / Bridges

Exit Bridge

Poor

Wear deck needs replaced



Photo 5



Photo 6



Photo 7



Photo 8

Title Page / Lakes

#30 South Entrance Lake (toward Lagoon)

Poor

No operational aerators even though pump is running



Photo 10

Title Page / Lakes

#30 South Entrance Lake (north side)

Poor

No operational aerators although pump is running



Photo 11

Title Page / Lakes

#29 Lake Across from South Mail Center

Poor

Aerators at 150, 350 and 500 work but 625 and 750 do not

Title Page / Lakes

#23 Pond & Pump Station at Marlin Kite Circle (L shaped goes to Cascade Price also)

Poor

Aerator at 975 feet does not appear to be working



Photo 14



Photo 15

Title Page / Lakes

River Burst Court Cul-de-sac Lake

Poor

Aerator at 210 and 330 feet are not working



Photo 16



Photo 17

Title Page / Lakes

Marlin Kite West of Pump Station

Poor

Appears that only two of the aerator's are working



Photo 24

Title Page / Lakes

#24 Lake behind North Entrance Mail Center

Poor

None of these aerators are working

Title Page / Lakes

#26 Cascade Price/Cronin Sand/Swell Brooks Ct (connects to N Mail Center Pump)

Poor

Aerator are not working

Title Page / Gates

Original Entrance Gate - before lagoon

Poor

These should be removed if they are not being used



Photo 25



Photo 26



Photo 27



Photo 28



Photo 29

Title Page / Gates

Guest Entrance (South)

Poor

No power at this gate



Photo 30

Title Page / Gates

Pedestrian Exit Gate at North Entrance

Poor

Handle is missing and needs replaced



Photo 31

Title Page / Gates

Original Exit Gate

Poor

This should be removed if not being used

Title Page / Miscellaneous

Gate at Sedgefield Rd

Poor

The gate that was here has ended up in the creek. Need to schedule someone to remove it.. when it gets removed we should also look to have a new more permanent gate installed



Photo 33



Photo 34

Title Page / Landscape / Landscape 1

Landscape

Poor

Hogs have gotten to the area at the Cronin Sand cascade Price Circle area



Photo 38

Title Page / Sidewalks / Sidewalks 1

Sidewalk

Poor

Sidewalk by tot lot still needs repaired



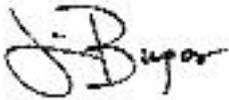
Photo 42

Approval

Date and time of approval

Jan 17, 2026 6:00 PM EST

Approver's signature

A handwritten signature in black ink, appearing to read "Jim Bugos". The signature is stylized with a large initial "J" and "B".

Jim Bugos
Jan 17, 2026 6:07 PM EST

Media summary



Photo 1



Photo 2

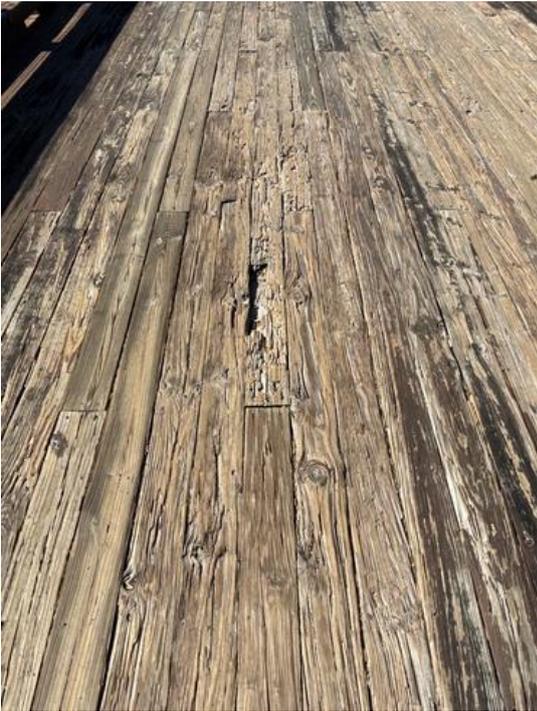


Photo 3

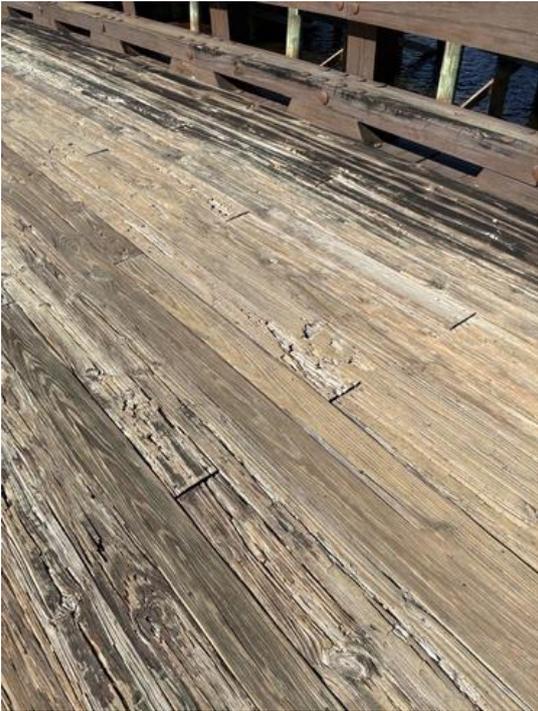


Photo 4

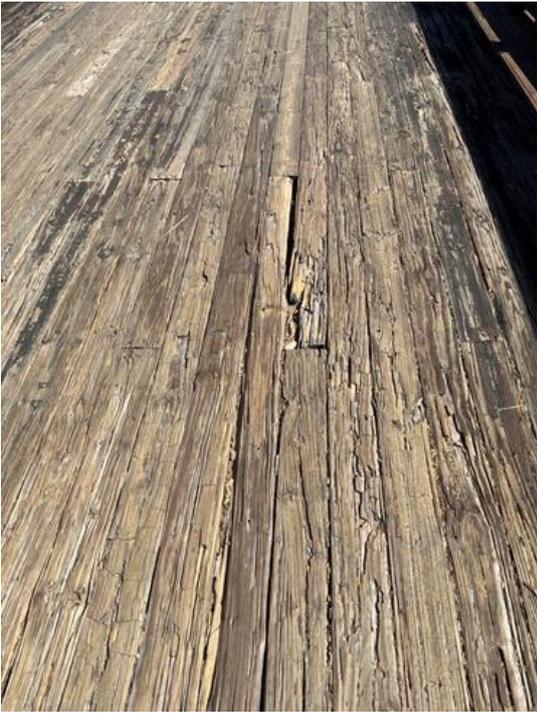


Photo 5

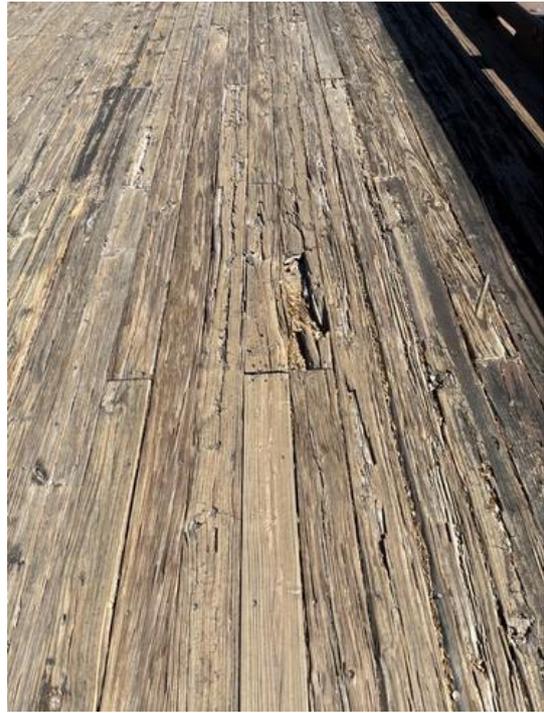


Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



Photo 18



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23



Photo 24



Photo 25



Photo 26



Photo 27



Photo 28



Photo 29



Photo 30



Photo 31



Photo 32



Photo 33



Photo 34



Photo 35



Photo 36



Photo 37



Photo 38



Photo 39



Photo 40



Photo 41



Photo 42



Photo 43

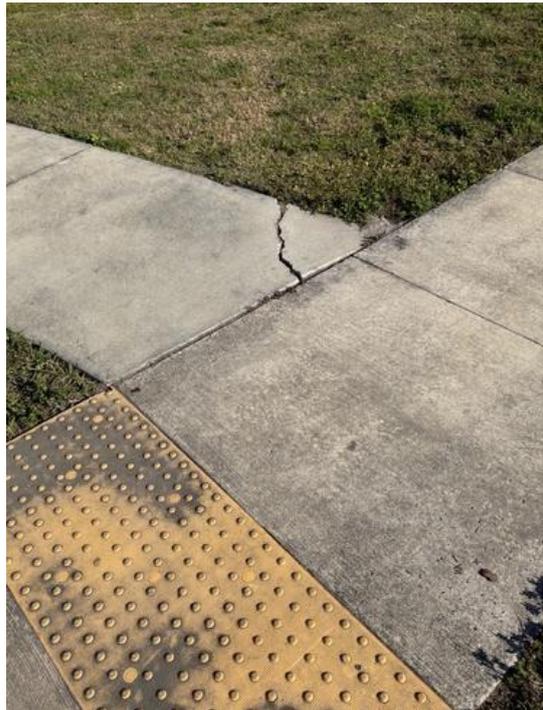


Photo 44



Photo 45

EXHIBIT 11

AGENDA



Work Order	00917971	Account	Stoneybrook North CDD
Work Order	00917971	Contact	Audette Bruce
Number		Address	18541 Cronin Sand Ln North Fort Myers, FL 33917 United States
Created Date	1/21/2026		

Work Details

Specialist Comments to Customer	On January 17th, garbage will be collected from all the lakes.	Prepared By	JONATHAN VELASCO
---------------------------------	--	-------------	------------------

Work Order Assets

Asset	Status	Product Work Type
Lake #18A	Inspected	
Lake #20	Inspected	
Lake #19	Inspected	
Lake #24	Inspected	
Lake #22	Inspected	
Lake #23	Inspected	
Lake #21	Inspected	
Lake #26	Inspected	
Lake #25	Inspected	
Lake #29	Inspected	
Lake #28	Inspected	
Lake #31	Inspected	
Lake #30	Inspected	
Lake #17	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Lake #22	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake #21	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake #20	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake #19	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake #18A	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake #17	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake #31	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake #30	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake #29	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake #28	TRASH / DEBRIS COLLECTION (IN HOUSE)	



Work Order	00917971	Account	Stoneybrook North CDD
Work Order	00917971	Contact	Audette Bruce
Number		Address	18541 Cronin Sand Ln North Fort Myers, FL 33917 United States
Created Date	1/21/2026		
Lake-#26	TRASH / DEBRIS COLLECTION (IN HOUSE)		
Lake-#25	TRASH / DEBRIS COLLECTION (IN HOUSE)		
Lake-#24	TRASH / DEBRIS COLLECTION (IN HOUSE)		
Lake-#23	TRASH / DEBRIS COLLECTION (IN HOUSE)		
Lake #22	ILLICIT DISCHARGE		
Lake #21	ILLICIT DISCHARGE		
Lake #20	ILLICIT DISCHARGE		
Lake #19	ILLICIT DISCHARGE		
Lake #18A	ILLICIT DISCHARGE		
Lake #17	ILLICIT DISCHARGE		
Lake-#31	ILLICIT DISCHARGE		
Lake-#30	ILLICIT DISCHARGE		
Lake-#29	ILLICIT DISCHARGE		
Lake-#28	ILLICIT DISCHARGE		
Lake-#26	ILLICIT DISCHARGE		
Lake-#25	ILLICIT DISCHARGE		
Lake-#24	ILLICIT DISCHARGE		
Lake-#23	ILLICIT DISCHARGE		
Lake #22	SHORELINE WEED CONTROL		
Lake #22	LAKE WEED CONTROL		
Lake #22	ALGAE CONTROL		
Lake #22	MONITORING		
Lake #21	SHORELINE WEED CONTROL		
Lake #21	LAKE WEED CONTROL		
Lake #21	ALGAE CONTROL		
Lake #21	MONITORING		
Lake #20	SHORELINE WEED CONTROL		
Lake #20	LAKE WEED CONTROL		
Lake #20	ALGAE CONTROL		
Lake #20	MONITORING		
Lake #19	SHORELINE WEED CONTROL		
Lake #19	LAKE WEED CONTROL		
Lake #19	ALGAE CONTROL		
Lake #19	MONITORING		



Work Order	00917971	Account	Stoneybrook North CDD
Work Order	00917971	Contact	Audette Bruce
Number		Address	18541 Cronin Sand Ln North Fort Myers, FL 33917 United States
Created Date	1/21/2026		
Lake #18A	SHORELINE WEED CONTROL		
Lake #18A	LAKE WEED CONTROL		
Lake #18A	ALGAE CONTROL		
Lake #18A	MONITORING		
Lake #17	SHORELINE WEED CONTROL		
Lake #17	LAKE WEED CONTROL		
Lake #17	ALGAE CONTROL		
Lake #17	MONITORING		
Lake-#31	SHORELINE WEED CONTROL		
Lake-#31	LAKE WEED CONTROL		
Lake-#31	ALGAE CONTROL		
Lake-#31	MONITORING		
Lake-#30	SHORELINE WEED CONTROL		
Lake-#30	LAKE WEED CONTROL		
Lake-#30	ALGAE CONTROL		
Lake-#30	MONITORING		
Lake-#29	SHORELINE WEED CONTROL		
Lake-#29	LAKE WEED CONTROL		
Lake-#29	ALGAE CONTROL		
Lake-#29	MONITORING		
Lake-#28	SHORELINE WEED CONTROL		
Lake-#28	LAKE WEED CONTROL		
Lake-#28	ALGAE CONTROL		
Lake-#28	MONITORING		
Lake-#26	SHORELINE WEED CONTROL		
Lake-#26	LAKE WEED CONTROL		
Lake-#26	ALGAE CONTROL		
Lake-#26	MONITORING		
Lake-#25	SHORELINE WEED CONTROL		
Lake-#25	LAKE WEED CONTROL		
Lake-#25	ALGAE CONTROL		
Lake-#25	MONITORING		
Lake-#24	SHORELINE WEED CONTROL		
Lake-#24	LAKE WEED CONTROL		



Work Order	00917971	Account	Stoneybrook North CDD
Work Order	00917971	Contact	Audette Bruce
Number		Address	18541 Cronin Sand Ln North Fort Myers, FL 33917 United States
Created Date	1/21/2026		
Lake #24	ALGAE CONTROL		
Lake #24	MONITORING		
Lake #23	SHORELINE WEED CONTROL		
Lake #23	LAKE WEED CONTROL		
Lake #23	ALGAE CONTROL		
Lake #23	MONITORING		
Lake #17			
Lake #30			
Lake #31			
Lake #28			
Lake #29			
Lake #25			
Lake #26			
Lake #21			
Lake #23			
Lake #22			
Lake #24			
Lake #19			
Lake #20			
Lake #18A			

EXHIBIT 12

AGENDA



Proposal # BB-26001

Date: January 7, 2026
Project: Brightwater
North Fort Myers, Florida
To: Kai
Jim Bugos

Re: Timber Bridge – Wear Deck Replacement

(2) 18' x 125 LF Timber Vehicular Bridges

**Remove and Dispose of Existing Wear Deck
Install new 2x6 Wear Deck
Install Wear Deck with #10x4.5" SS Screws**

Total: \$ 98,800.00

All 2x6 Wear deck to be Grade #1 Prime 0.60 CCA treated Southern Yellow Pine (SYP).

Price includes supervision, labor, all materials and equipment necessary for installation. All site preparation by others; must be substantially completed prior to commencement of work.

Price based upon Bridge Builders standard insurance coverage.

Price Includes Inspecting the bridge and give recommendations for any additional repairs if needed, and tighten all guardrail and curb hardware as needed.

Based on non-union labor.

Pricing good for 60 days.

Owner to provide Bridge Builders access to all bridge sites for efficient movement of material and equipment.

Does not include the following:

Any backfilling, finish grading, or other related work by others.

Surveying of bridge locations and layouts.

Locating of any existing or future utilities.

Any design or construction costs for any other condition which may exist now or in the future including, but not limited to buoyancy or lateral movement due to flooding, high water or high winds.

Permitting or any costs, fees, taxes or other charges as required by county, state, or federal agencies, unless otherwise specified.

Submitted by:



Backwoods Bridges, LLC dba Bridge Builders

Accepted by:

EXHIBIT 13

AGENDA

Job Bid Brightwater Bridge Project
1/21/2026



SW Florida Division
3401 Old Metro Parkway
Fort Myers, FL 33916
(239) 280-2670 (office)
(239) 280-2675 (facsimile)
www.manhattanroadandbridge.com

Weardeck Replacment

	<u>Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extended Total</u>
10	Replace 2x6 weardeck	1.0	LS	214,000.00	214,000.00
20	Add Alternate treat the 4x12 with Tenino Copper Naphthenate	1.0	LS	26,936.00	26,936.00
					<u>240,936.00</u>

MRB Notes

- 1) All permits by others.
- 2) If bond is required add add \$13,000.00 to the cost.
- 3) Schedule is based on MRB's crew availability.
- 4) Material has a 3-4 week lead time.
- 5) MRB to remove and dispose of old 2x6 weardeck and install new pressure treated 2x6 weardeck with #12x4 305 SS screws
- 6) Both bridges to be closed for repairs
- 7) The lumber is presure treated #1 Prime and not .60 CCA treated

James L. Land

James L. Land
Manhattan Road and Bridge Company

EXHIBIT 14

AGENDA



MATERIAL SAFETY DATA SHEET

Prepared to U.S. OSHA, CMA, ANSI and Canadian WHMIS Standards

PART I *What is the material and what do I need to know in an emergency?*

1. PRODUCT IDENTIFICATION

<u>TRADE NAME (AS LABELED):</u>	CCA TYPE C 50-60% WOOD PRESERVATIVE
<u>CHEMICAL NAME/CLASS:</u>	Arsenical Pesticide Solution
<u>SYNONYMS:</u>	Copper Chromate Arsenate
<u>PRODUCT USE:</u>	Wood Treatment
<u>SUPPLIER/MANUFACTURER'S NAME:</u>	CHEMICAL SPECIALTIES, Inc.
<u>ADDRESS:</u>	200 East Woodlawn, Ste. 250 Charlotte, NC 28217
<u>EMERGENCY PHONE:</u>	704-522-0825
<u>MSDS PREPARATION DATE:</u>	September 18, 2003

2. COMPOSITION and INFORMATION ON INGREDIENTS

CHEMICAL NAME	CAS #	% m/m	EXPOSURE LIMITS IN AIR					
			ACGIH-TLV		OSHA-PEL		IDLH mg/m ³	OTHER mg/m ³
			TWA mg/m ³	STEL mg/m ³	TWA mg/m ³	STEL mg/m ³		
Chromic Acid The following exposure limits are for Chromium (VI) compounds, as Cr, water soluble or Chromates (as CrO ₃)	1333-82-0	22- 29	0.01 A1 (Confirmed Human Carcinogen)	NE		0.1, Ceiling	15	NIOSH REL: STEL = 0.001 MAK: Danger of Sensitization. Carcinogen: EPA-A, IARC-1; MAK-A2; NIOSH-X; NTP-1;
Arsenic Acid Unless otherwise specified, the following exposure limits are for inorganic Arsenic compounds.	7778-39-4	21- 26	<u>For Arsenic Acid:</u> 0.01 A1 (Confirmed Human Carcinogen)	NE	0.01	NE	5	NIOSH REL: STEL = 0.002 (15 minute Ceiling) Carcinogen:: EPA-A, IARC-1; MAK-A1; NIOSH-X; NTP-1; OSHA-X
Copper Oxide The following exposure limits are for Copper, Dusts and Mists.	1317-38-0	9 - 11	1 (Inhalable Particulates)	NE	1	NE	100 (as Cu)	NIOSH REL: TWA = 1 DFG MAK: TWA = 1 (measured as the inhalable fraction of the aerosol) PEAK = 2 MAK 30 min., average value (measured as the inhalable fraction of the aerosol) Carcinogenicity: EPA-D

NE = Not Established

C = Ceiling Limit

See Section 16 for Definitions of Terms Used

NOTE: ALL WHMIS required information is included in appropriate sections based on the ANSI Z400.1-1998 format.

2. COMPOSITION and INFORMATION ON INGREDIENTS

CHEMICAL NAME	CAS #	% m/m	EXPOSURE LIMITS IN AIR					
			ACGIH-TLV		OSHA-PEL		IDLH mg/m ³	OTHER mg/m ³
			TWA mg/m ³	STEL mg/m ³	TWA mg/m ³	STEL mg/m ³		
Water and other components. Each of the other components are present in less than 1 percent concentration (0.1% concentration for potential carcinogens, reproductive toxins, respiratory tract sensitizers, and mutagens).		Balance	None of the other components contribute significant additional hazards at the concentrations present in this product. All pertinent hazard information has been provided in this document, per the requirements of the Federal Occupational Safety and Health Administration Standard (29 CFR 1910.1200), U.S. State equivalent Standards and Canadian Workplace Hazardous Materials Identification System Standards (CPR 4).					

NE = Not Established

C = Ceiling Limit

See Section 16 for Definitions of Terms Used

NOTE: ALL WHMIS required information is included in appropriate sections based on the ANSI Z400.1-1993 format.

3. HAZARD IDENTIFICATION

EMERGENCY OVERVIEW: This brownish, odorless liquid is highly toxic and corrosive. This solution can irritate, redden, and burn skin, eyes, and other contaminated tissue. Compounds of this product (Chromic Acid and Arsenic Acid) are confirmed human carcinogens. Arsenic oxide must be considered a potential human reproductive toxin. This product is not flammable or reactive; however, if exposed to high temperatures, toxic decomposition products (e.g., arsenic oxides, chromium compounds, and copper compounds) will be generated. Persons who respond to releases of this product must protect themselves from inhalation of the vapors or mists, especially in areas which are downwind of the spill. Extreme caution must be used when responding to spills. Emergency responders must wear the proper personal protective equipment suitable for the situation to which they are responding.

SYMPTOMS OF OVER-EXPOSURE BY ROUTE OF EXPOSURE: The most significant routes of occupational overexposure are inhalation, and contact with skin and eyes. The symptoms of over-exposure to this product are as follows:

INHALATION: If vapors, mists or sprays of this solution are inhaled, this product may cause severe pulmonary irritation and damage to the respiratory system tissue. Symptoms may include coughing, breathing difficulty, a sore throat, laryngitis, headache, nausea, and vomiting. A "hole" in the nasal septum can develop as a result of repeated inhalation exposures. Pulmonary edema, chemical pneumonitis, and other adverse health consequences may occur after severe overexposures. Severe inhalation exposures can be fatal.

It is important to note that high, repeated overexposures to components of this product can cause severe health effects. Chronic overexposure to Arsenic Acid can cause nerve damage, with "pins and needles" numbness and weakness of the arms and legs. There have also been reports of adverse effects on the liver, kidneys, cardiovascular system, and blood systems that are associated with chronic overexposure to arsenic compounds, as well as Chromic Acid. Subsequently, there is a potential for serious health consequences (e.g., cirrhosis, kidney failure, gangrene, anemia) from chronic overexposure to this product. Chromic Acid may be a respiratory sensitizer, causing the development of asthma and other allergy-like reactions. Arsenic Acid and Chromic Acid are both confirmed human carcinogens (potentially causing lung and throat cancer).

CONTACT WITH SKIN or EYES: Contact with the eyes will cause severe irritation, pain, reddening, watering, and possibly, blindness. Skin contact causes reddening, discomfort, and severe irritation. Skin contact can also cause chemical burns, blistering of the skin and possible scarring. Skin contact with Arsenic Acid can result in darkening or loss of pigment in affected areas; overexposure to this substance may also result in white lines in nails. Due to the presence of Chromic Acid, prolonged or repeated skin contact can lead to the development of skin ulcers and lesions (especially at base of nails and knuckles) and allergy-like symptoms (e.g., dermatitis). "Chrome ulcers" may last for years after exposure ends, if not treated early.

SKIN ABSORPTION: Skin absorption is not a significant route of exposure for any component of this product.

HAZARDOUS MATERIAL IDENTIFICATION SYSTEM			
HEALTH	(BLUE)	3	
FLAMMABILITY	(RED)	0	
REACTIVITY	(YELLOW)	0	
PROTECTIVE EQUIPMENT		X	
EYES	RESPIRATORY	HANDS	BODY
	SEE SECTION 8		
For routine wood-treatment procedures.			

See Section 16 for Definition of Ratings

3. HAZARD IDENTIFICATION (Continued)

INGESTION: Ingestion is not anticipated to be a likely route of exposure to this product. If ingestion does occur, irritation and burns of the mouth, throat, esophagus, and other tissues of the digestive system will occur immediately upon contact. Components of this product (Arsenic Acid and Chromic Acid) are toxic by ingestion. Symptoms of such over-exposure can include nausea, vomiting, diarrhea. Chronic swallowing of this product (as may occur in situations involving poor hygiene practices) can result in symptoms of exposure described for "Inhalation". Ingestion of this product may be fatal.

INJECTION: Accidental injection of this product, via laceration or puncture by a contaminated object, may cause pain and irritation in addition to the wound. Symptoms described in "Inhalation" or "Ingestion" may also occur.

HEALTH EFFECTS OR RISKS FROM EXPOSURE: An Explanation in Lay Terms. In the event of exposure, the following symptoms may be observed:

ACUTE: This solution is highly toxic and can be corrosively damaging to eyes, skin, mucous membranes, and any other exposed tissue. Skin contact can cause chemical burns, blisters, and scars; eye contact may cause blindness. If inhaled, irritation and damage of the respiratory system may occur, with coughing, and breathing difficulty. Overexposures by inhalation and ingestion can be fatal.

CHRONIC: Compounds of this product (Chromic Acid and Arsenic Acid) are confirmed human carcinogens. Arsenic oxide must be considered a potential human reproductive toxin. Persistent irritation, dermatitis (reddening and inflammation of the skin), other allergy-like skin reactions, and ulcers may result from repeated exposures to this solution. Chronic inhalation exposure may result in nervous system effects and allergic respiratory reactions (e.g., asthma). Chronic exposure may also result in liver, kidney, and blood effects. See Section 11 (Toxicological Information) for additional data.

TARGET ORGANS: Acute: Skin, eyes, respiratory system, reproductive system. Chronic: nervous system, cardiovascular system, blood, kidneys.

PART II *What should I do if a hazardous situation occurs?*

4. FIRST-AID MEASURES

Contaminated individuals must be taken for medical attention. Rescuers should be taken for medical attention, if necessary. Take a copy of the label and MSDS to physician or health professional with victim.

SKIN EXPOSURE: If the product contaminates the skin, immediately decontaminate the affected area with running water. The minimum recommended flushing time is at least 15 minutes. If necessary, remove exposed or contaminated clothing, taking care not to contaminate eyes.

EYE EXPOSURE: If this product enters the eyes, open the contaminated individual's eyes while under gentle running water. Use sufficient force to open eyelids. Have the contaminated individual "roll" eyes. Minimum flushing is for 15 minutes.

INHALATION If vapors, mists or sprays of this product are inhaled, remove the contaminated individual to fresh air. If necessary, use artificial respiration to support vital functions. Remove or cover gross contamination to avoid exposure to rescuers.

INGESTION: If this product is swallowed, CALL PHYSICIAN OR POISON CONTROL CENTER FOR MOST CURRENT INFORMATION. If professional advice is not available, do not induce vomiting. Victim should drink milk, egg whites, or large quantities of water. Never induce vomiting or give diluents (milk or water) to someone who is unconscious, having convulsions, or unable to swallow.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Skin disorders may be aggravated by exposure to this product. Overexposures to aerosols, mists, or sprays of this product may aggravate respiratory conditions. Additionally, any disorder involving the "Target Organs" may be aggravated by overexposures to this substance.

RECOMMENDATIONS TO PHYSICIANS: Treat symptoms and eliminate overexposure. The following evaluations may be useful: examination of the nose, skin, eyes, nails, and nervous system; urine test for arsenic, kidney or lung function tests. An evaluation by a qualified allergist may also be necessary.

5. FIRE-FIGHTING MEASURES

FLASH POINT: Not applicable.

AUTOIGNITION TEMPERATURE: Not applicable.

FLAMMABLE LIMITS (in air by volume, %):

Lower (LEL): Not applicable.

Upper (UEL): Not applicable.

FIRE EXTINGUISHING MATERIALS: This product is not flammable. Use fire extinguishing material appropriate for the surrounding area.

Water Spray: YES

Carbon Dioxide: YES

Foam: YES

Dry Chemical: YES

Halon: YES

Other: Any "ABC" Class.

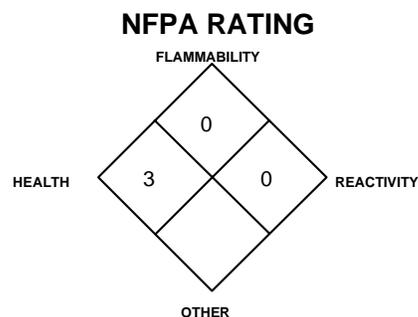
5. FIRE-FIGHTING MEASURES (Continued)

UNUSUAL FIRE AND EXPLOSION HAZARDS: This product is toxic and corrosive and presents a severe contact-hazard to firefighters. When involved in a fire and exposed to extremely high temperatures, the components of this product will decompose to produce extremely irritating vapors and toxic gases (e.g., arsenic compounds, chromium oxides, copper compounds).

Explosion Sensitivity to Mechanical Impact: Not applicable.

Explosion Sensitivity to Static Discharge: Not applicable.

SPECIAL FIRE-FIGHTING PROCEDURES: Incipient fire responders should wear eye protection. Structural firefighters must wear Self-Contained Breathing Apparatus and full protective equipment. If possible, prevent runoff water from entering storm drains, bodies of water, or other environmentally sensitive areas. If necessary, neutralize any contaminated fire-response equipment with sodium bicarbonate or other acid-neutralizing agent before returning such equipment to service.



**See Section 16 for
Definition of Ratings**

6. ACCIDENTAL RELEASE MEASURES

SPILL AND LEAK RESPONSE: In case of a spill, clear the affected area, protect people. Uncontrolled releases should be responded to by trained personnel using pre-planned procedures. Proper protective equipment should be used. In case of a spill, clear the affected area, protect people.

In terms of small, incidental releases (e.g., 1 gallon from a leaking container), the minimum personal protective equipment should be as follows: gloves, goggles, face shield, and appropriate body protection (e.g., boots, Tyvek suit). Respiratory protection (e.g., air-purifying respirator with a high efficiency particulate filter) must be worn if splashes or sprays will be generated. For large, non- incidental releases (e.g., 55-gallon drum), Minimum Personal Protective should be **Level B: triple-gloves (rubber gloves and nitrile gloves, over latex gloves), chemically resistant suit and boots, hard-hat, and Self Contained Breathing Apparatus**).

Absorb spilled liquid with polypads or other suitable absorbent materials. Neutralize area with sodium bicarbonate or other acid neutralizing agent. If necessary, dike the spill to prevent releases from contaminating environmentally sensitive areas. Rinse area with water. Test area with litmus paper. If the litmus paper turns red, repeat neutralization process. Decontaminate the area thoroughly. Place all spill residue in an appropriate container and seal. Dispose residue in accordance with U.S. Federal, State, or local procedures and appropriate Canadian standards (see Section 13, Disposal Considerations).

PART III

How can I prevent hazardous situations from occurring?

7. HANDLING and STORAGE

WORK AND HYGIENE PRACTICES: As with all chemicals, avoid getting this product ON YOU or IN YOU. Wash thoroughly after handling this product. Do not eat, drink, smoke, or apply cosmetics while handling this product. Avoid breathing vapors or mists generated by this product. Use in a well-ventilated location. Remove contaminated clothing immediately. Appropriate air monitoring programs, procedures, and record retentions and submissions must be conducted to evaluate the presence of Arsenic in the workplace. Applications of this product are toxic to fish and wildlife (see Section 12, Ecological Information). For terrestrial uses; do not apply this product directly to water, or to areas where surface water is present or to terrestrial areas below the mean high water mark.

STORAGE AND HANDLING PRACTICES -- NON-BULK CONTAINERS: All employees who handle this material should be trained to handle it safely. Open containers and drums slowly, on a stable surface. Open drum bunks carefully, to relieve any pressure build-up which may have developed during storage. All containers of this product must be properly labeled. Empty containers may contain residual amounts of this product; therefore, empty containers should be handled with care. Store containers in a cool, dry location, away from direct sunlight, sources of intense heat, or where freezing is possible. Store away from incompatible materials (see Section 10, Stability and Reactivity). Material should be stored in secondary containers or in a diked area, as appropriate. Use corrosion-resistant structural materials, lighting, and ventilation systems in the storage area. Floors should be sealed to prevent absorption of this material. Keep container tightly closed when not in use. Inspect all incoming containers before storage to ensure that containers are properly labeled and are not damaged.

INTERMEDIATE BULK CONTAINERS AND PROCESS EQUIPMENT: Ensure material in bulk containers and process lines is properly labeled. Close all valves tightly when product is not being used. Determine that lines are not contaminated with incompatible materials before use in operations involving this product. Secondary containment (dikes and berms) should be used. Periodic inspection and maintenance of bulk containers and process equipment must be conducted.

7. HANDLING and STORAGE(Continued)

TANK CAR SHIPMENTS: Tank cars carrying this product should be loaded and unloaded in strict accordance with tank-car manufacturer's recommendation and all established on-site safety procedures. Appropriate personal protective equipment must be used (see Section 8, Exposure Controls - Personal Protection). All loading and unloading equipment must be inspected prior to each use. Loading and unloading operations must be attended, at all times. Tank cars must be level and wheels must be locked or blocked prior to loading or unloading. Tank car (for loading) or storage tank (for unloading) must be verified to be correct for receiving this product and be properly prepared prior to starting the transfer operations. Hoses must be verified to be clean and free of incompatible chemicals prior to connection to the tank car or vessel. Valves and hoses must be verified to be in the correct positions before starting transfer operations. A sample (if required) must be taken and verified (if required) prior to starting transfer operation. All lines must be blown-down and purged before disconnecting them from the tank car or vessel.

PROTECTIVE PRACTICES DURING MAINTENANCE OF CONTAMINATED EQUIPMENT: Follow practices indicated in Section 6 (Accidental Release Measures). Make certain that application equipment is locked and tagged-out safely, if necessary. Collect all rinsates and dispose of according to applicable U.S. Federal, State, or local procedures and appropriate Canadian standards (see Section 13, Disposal Considerations).

8. EXPOSURE CONTROLS - PERSONAL PROTECTION

VENTILATION AND ENGINEERING CONTROLS: Use with adequate ventilation to prevent inhalation of sprays or mists. All operations should be directed at minimizing the generation of aerosols, sprays, or mists. Use corrosion-resistant ventilation and other engineering controls. Eyewash stations/safety showers should be near use where and storage areas.

RESPIRATORY PROTECTION: Maintain airborne contaminant concentrations below guidelines listed in Section 2 (Composition and Information on Ingredients) if applicable. Individuals working in the work area of an arsenical wood treatment plant must wear properly fitting, well-maintained high efficiency respirators, if the level of inorganic arsenic exceeds 10 micrograms per cubic meter of air averaged over an eight-hour work period. If respiratory protection is needed, use only protection authorized in 29 CFR 1910.134 or applicable U.S. State regulations (or the appropriate standards of Canada and its Provinces). Use supplied air respiration protection during response procedures to non-incident releases. Oxygen levels below 19.5% are considered IDLH by OSHA. In such atmospheres, use of a full-facepiece pressure/demand SCBA or a full facepiece, supplied air respirator with auxiliary self-contained air supply. The following NIOSH guidelines are for Inorganic Arsenic Compounds, provided for additional information:

CONCENTRATION RESPIRATORY EQUIPMENT FOR ARSENIC COMPOUNDS:

At Concentrations Above the NIOSH PEL, or where there is no PEL, at any Detectable Concentration: Positive pressure, full-facepiece SCBA; or positive pressure, full-facepiece SAR with an auxiliary positive pressure SCBA.

Escape: Full-facepiece respirator with high-efficiency particulate filter(s); or escape-type SCBA.

NOTE: NIOSH has classified this material as a potential carcinogen, according to specific NIOSH criteria. This classification is reflected in these recommendations for respiratory protection, which specify that only the most reliable and protective respirators be worn.

EYE PROTECTION: Splash goggles or safety glasses. Wear face shield for operations involving more than 1 gallon of this solution in which splashes or sprays can be generated.

HAND PROTECTION: Wear Neoprene gloves for routine industrial use. Use triple gloves for spill response, as stated in Section 6 (Accidental Release Measures) of this MSDS.

BODY PROTECTION: Use body protection appropriate for task (i.e. cover-alls, or rubber apron).

9. PHYSICAL and CHEMICAL PROPERTIES

RELATIVE VAPOR DENSITY (air = 1): Not available.

SPECIFIC GRAVITY (water = 1): 1.627 - 1.850

SOLUBILITY IN WATER: Soluble.

VAPOR PRESSURE, mm Hg @ 20°C (68°F): Not available.

ODOR THRESHOLD: Not applicable.

LOG of OIL/WATER DISTRIBUTION (PARTITION COEFFICIENT): Not available.

APPEARANCE AND COLOR: Brownish, odorless liquid.

HOW TO DETECT THIS SUBSTANCE (warning properties): The appearance may act as a distinguishing characteristic of this product. Additionally, litmus paper will turn red upon contact with water.

EVAPORATION RATE (n-BuAc=1): Similar to water.

MELTING\FREEZING POINT: < 0°C (< 32°C)

BOILING POINT: > 100°C (> 212°F)

pH: < 1.0

10. STABILITY and REACTIVITY

STABILITY: Stable.

DECOMPOSITION PRODUCTS: Arsenic, chromium, and copper compounds.

MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE: Strong acids, strong bases, strong reducing reagents, halogens, metals (e.g., aluminum, Copper, iron, brass, and zinc). This product will also be incompatible with water-reactive materials. Pure Chromic Acid is recognized to be a strong oxidizer; however, in this product the solution is dilute that this is not anticipated to be a significant hazard associated with this product.

HAZARDOUS POLYMERIZATION: Will not occur.

CONDITIONS TO AVOID: Avoid exposure to extreme temperatures and contact with incompatible chemicals.

PART IV *Is there any other useful information about this material?*

11. TOXICOLOGICAL INFORMATION

TOXICITY DATA: Additional toxicology data for components greater than 1 percent in concentration are provided below.

ARSENIC ACID:

Cytogenetic Analysis-Human: leukocyte 7200 nmol/L

Cytogenetic Analysis-Human: fibroblast 100 ppb
TDLo (Intraperitoneal-Rat) = 30 mg/kg (9D preg): Teratogenic effects

LD₅₀ (Oral-Rat) = 48 mg/kg

LDLo (Oral-Dog, adult) = 10 mg/kg

LDLo (Oral-Rabbit, adult) = 5 mg/kg

LDLo (Oral-Pigeon LDLo) = 100 mg/kg

LDLo (Oral-Chicken, adult) = 125 mg/kg

CHROMIUM OXIDE:

Mutation in Microorganisms-*Salmonella typhimurium* 1 mmol/L

Cytogenetic Analysis-Human :leukocyte 2 mg/L

TDLo (Subcutaneous-Mouse) = 20 mg/kg (8D preg): Teratogenic effects

TDLo (Intravenous-Hamster) = 7500 mg/kg

(female 8D post): Reproductive effects

TCLo (Inhalation-Human) = 110 mg/m³/3 years,

continuous: Carcinogenic effects

TDLo (Implant-Rat) = 125 mg/kg: Carcinogen

CHROMIUM OXIDE (continued):

TCLo (Inhalation-Mouse) = 3480 mg/m³/2 hours/1 year - Intermittent: Equivocal tumorigenic agent

TCLo (Inhalation-Human) = 110 mg/m³

LD₅₀ (Oral-Rat) = 80 mg/kg

LD₅₀ (Oral-Mouse) = 127 mg/kg

LD₅₀ (Intraperitoneal-Mouse) = 14 mg/kg

LDLo (Subcutaneous-Mouse) = 20 mg/kg

COPPER OXIDE:

LDLo (Intratracheal-Rat) = 278 mg/kg:

SUSPECTED CANCER AGENT: This product's ingredients are found on the following lists:

ARSENIC ACID:

EPA-A; Human Carcinogen

IARC-1; Carcinogenic to Humans

MAK-A1; Capable of Inducing Malignant Tumors

NIOSH-X; Carcinogen

NTP-1; Known to be a Carcinogen

OSHA-X; Carcinogen

CHROMIC ACID:

EPA-A; Human Carcinogen

IARC-1; Carcinogenic to Humans

MAK-A2; Unmistakably Carcinogenic in Human Experiments Only

NIOSH-X; Carcinogen

NTP-1; Known to be a Carcinogen

This product's other ingredients are not found on the following lists: U.S. FEDERAL OSHA Z LIST, NTP, IARC, CAL/OSHA, and therefore are not considered to be, or suspected to be, cancer-causing agents by these agencies.

IRRITANCY OF PRODUCT: This product is severely irritating and corrosive to contaminated tissues.

SENSITIZATION TO THE PRODUCT: Chromic acid is a potential respiratory and skin sensitizer after prolonged or repeated exposure.

REPRODUCTIVE TOXICITY INFORMATION: Listed below is information concerning the effects of this product and its components on the human reproductive system.

Mutagenicity: Arsenic Acid and Chromic Acid, component of this products, must be regarded as potential human mutagens, based on animal experimentation.

Embryotoxicity: This product is not reported to produce embryotoxic effects in humans. Specific components of this product may produce embryotoxic effects. See "Teratogenicity" for additional information.

Teratogenicity: Arsenic Acid, a component of this product, must be regarded as a potential human teratogen, based on animal experimentation. Observed effects include decreased fetal weights; however, it is important to note that the specific effects of Arsenic Acid on human teratogenicity have not been well studied. Chromic Acid, another component of this product, has been found to be teratogenic and embryotoxic when given in intraperitoneal or intravenous doses to test animals.

Reproductive Toxicity: This product is not reported to produce adverse reproductive effects in humans

A mutagen is a chemical which causes permanent changes to genetic material (DNA) such that the changes will propagate through generational lines. An embryotoxin is a chemical which causes damage to a developing embryo (i.e. within the first eight weeks of pregnancy in humans), but the damage does not propagate across generational lines. A teratogen is a chemical which causes damage to a developing fetus, but the damage does not propagate across generational lines. A reproductive toxin is any substance which interferes in any way with the reproductive process.

11. TOXICOLOGICAL INFORMATION (Continued)

ACGIH BIOLOGICAL EXPOSURE INDICES (BEIs): Currently, the following ACGIH Biological Exposure Indices (BEIs) are associated with the components of this product.

CHEMICAL DETERMINANT	SAMPLING TIME	BEI
ARSENIC AND SOLUBLE COMPOUNDS INCLUDING ARSINE • Inorganic arsenic metabolites in urine	• End of workweek	• 50 µg/g creatinine
CHROMIUM (VI), Water-Soluble Fume • Total chromium in urine	• Increase during shift • End of shift at end of workweek	• 10 µg/g creatinine • 30 µg/g creatinine

12. ECOLOGICAL INFORMATION

ALL WORK PRACTICES MUST BE AIMED AT ELIMINATING ENVIRONMENTAL CONTAMINATION.

ENVIRONMENTAL STABILITY: The components of this product are relatively stable under ambient, environmental conditions. The compounds will slowly react with other materials (rate being dependent on pH, soil alkalinity, moisture) to form a variety of inorganic compounds. The following environmental data are available for the components of this product:

ARSENIC ACID: Water solubility = 302 g/ 100 mL @ 12.5°C. Bioconcentration Factor: Variable, by species; 0 (trout) to 17 (snail). Microorganisms will convert this substance to other arsenic compounds.

CHROMIC ACID: Water solubility = 62 g/ 100 mL @ 0°C. Biological Oxygen Demand: None. Food Chain Bioconcentration Potential: None.

EFFECT OF MATERIAL ON PLANTS or ANIMALS: This product is a highly toxic, corrosive pesticide and can be fatal to contaminated plants or animals, especially if large volumes are released into the environment. Refer to Section 11 (Toxicology Information) for specific data on the product's components and their effects on test animals. The following data for plants are available for components of this product.

ARSENIC ACID: The roots from bulbs of *Allium cepal* were grown in water to which 1 to 10 ppm arsenic was added (one of the pentavalent forms). The root growth was inhibited in dose-related fashion. When the arsenic was removed, growth inhibition was not seen further. In addition to root growth, cell proliferation also was affected by exposure to 1-3 ppm. The effect on cell proliferation was reversible when arsenic exposure ceased. Doses of 4 ppm or greater caused an irreversible reduction in cell proliferation. Inorganic arsenic (III) at 2,320 µg/l caused 100% kill in two weeks in three algal species, *Cladophora*, *Spirogyra* and *Zygnema*. Studies have also shown it to cause 50% growth inhibition after four days of exposure in the alga, *Selenastrum capricornutum* and at 2,320 µg/l it caused 95% kill in one month to *Potamogeton*.

CHROMIC ACID: Phytotoxicity results for hexavalent chromium compounds ranged from a low of 0.002 mg/l (incipient inhibition) for blue-green algae, *Myrocystis aeruginosa*, to a high of 9.9 mg/L (32-day EC50-root weight) for Eurasian watermilfoil.

EFFECT OF CHEMICAL ON AQUATIC LIFE: This product is a highly toxic, corrosive pesticide and can be fatal to exposed aquatic life. The following aquatic toxicity data are available for components of this product.

ARSENIC ACID:

LC₅₀ (striped bass) = 96 hours, 30.5 - 51.2 mg/L
 LC₅₀ (*Daphnia magna*) = 48 hours: 2.4, 4.5 mg/
 LC₅₀ (*Ceriodaphnia reticulata*) = 48 hours, 1.3 mg/L
 LC₅₀ (Fathead minnow) = 96 hours, 12.6 - 82.4 mg/L
 LC₅₀ (Fathead minnow) = 336 hours, 10.556 mg/L
 LC₅₀ (*Ceriodaphnia dubia*) = 48 hours, 1.3 mg/L
 LC₅₀ (Brook trout) = 96 hours, 14.96 mg/L
 LC₅₀ (Goldfish) = 96 hours, 26.04 mg/L |
 LC₅₀ (Goldfish) = 336 hours, 18.618 mg/L |
 LC₅₀ (Channel catfish) = 96 hours, 15.0 - 19 mg/L
 LC₅₀ (Flagfish) = 96 hours, 14 - 29 mg/L
 LC₅₀ (Bluegill) = 96 hours, 15 - 42 mg/L
 LC₅₀ (Bluegill) = 336 mg/L, 18.328 mg/L
 LC₅₀ (Rainbow trout) = 144 hours, 13.3 mg/L
 LC₅₀ (Brook trout) = 262 hours, 10.44 mg/L
 LC₅₀ (Spottail shiner) = 72 hours, 27 mg/L
 LC₅₀ (Largemouth bass) = 192 hours, 42.1 mg/L
 EC₅₀ (Snail, *Aplexa hypnorum*) = 96 hours, 24.5 mg/L
 EC₅₀ (*Ceriodaphnia reticulata*) = 48 hours, 1.8 mg/L
 EC₅₀ (*Daphnia magna*) = 48 mg/L, 1 - 6 mg/L
 EC₅₀ (*Daphnia pulex*) = 48 mg/L, 1 - 2 mg/L
 EC₅₀ (*Simocephalus serrulatus*) = 48 hours, 0.812 mg/L
 EC₅₀ (*Gammarus pseudolimnaeus*) = 96 hours, 0.874 mg/L
 EC₅₀ (Stonefly) = 96 hours = 22.04 mg/L
 EC₅₀ (Midge) = 96 hours, 97 mg/L
 EC₅₀ (*Daphnia magna*) 48 hours, 1 - 5 mg/L

CHROMIC ACID:

EC₅₀ (*Salmo gairdneri* {rainbow trout, embryo larva}) = 190 µg/L, as chromium, 28 days (death and deformity).
 EC₅₀ (*Carassius auratus* {goldfish embryo larva}) = 660 µg/L, as chromium, 7 days (death and deformity).
 LC₅₀ (*Ophryotrocha didadema* {polychelate worm}) = 7500 µg/L, as chromium, static unmeasured method.
 LC₅₀ (*Ctenidrilus seratus* {polychelate worm}) = 4300 µg/L, as chromium, static unmeasured method.
 LC₅₀ (*Capitella capitata* {polychelate worm, larval}) = 8000 µg/L, as chromium, static unmeasured method.
 LC₅₀ (*Capitella capitata* {polychelate worm, adult}) = 5000 µg/L, as chromium, static unmeasured method.
 Mean Acute Values for Saltwater Species:
Nassarius obsoletus (mud snail) = 105,000 µg/L.
Fundulus heteroclitus (mummichog) = 74,010 µg/L.
Menidia menidia (Atlantic silverside) = 15,280 µg/L.
Crassostrea gigas (Pacific oyster) = 4538 µg/L.
Mytilus edulis (blue mussel) = 4469 µg/L.
Mysidopsis bahia (mysid shrimp) = 2030 µg/L.
Nereis virens (polychelate worm) = 2000 µg/L.
 Toxic Threshold: *Daphnia magna* = 0.016-0.7 ppm [Cr(IV)].

13. DISPOSAL CONSIDERATIONS

PREPARING WASTES FOR DISPOSAL: Waste disposal must be in accordance with appropriate U.S. Federal, State, and local regulations, or those of Canada and its Provinces. This product, if unaltered by use, may be disposed of by treatment at a permitted facility or as advised by your local hazardous waste regulatory authority.

U.S. EPA WASTE NUMBER: The following waste numbers may be applicable: D002 (Characteristic, Corrosive), D004 (Arsenic, 5.0 mg/L), D007 (Chromium, 5.0 mg/L), F035 (Spent formulations from wood preserving processes). There are specific exceptions outlined in 40 CFR 261.4 for wood-preserving solutions, as follows:

- Spent wood preserving solutions that have been reclaimed and are re-used for their original intended purpose.
- Wastewaters from the wood pre-serving process that have been re-claimed and are reused to treat wood.
- Solid waste which consists of discarded arsenical-treated wood or wood products which fails the test for the Toxicity Characteristic for Hazardous Waste Codes D004 through D017 and which is not a hazardous waste for any other reason if the waste is generated by persons who utilize the arsenical-treated wood and wood product for these materials' intended end use.

PESTICIDE DISPOSAL: Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of U.S. Federal or Canadian Law. If these wastes cannot be disposed of by use, according to the label instruction, contact your State or Provincial Pesticide or Environmental Control Agency, or the Hazardous Waste Representative at the nearest EPA Regional Office or the offices of Environment Canada for guidance.

CONTAINER DISPOSAL: Triple rinse (or equivalent), then offer the container for recycling or reconditioning. Alternatively, puncture the container and dispose of in a procedure approved by State, Province and local authorities.

14. TRANSPORTATION INFORMATION

THIS MATERIAL IS HAZARDOUS AS DEFINED BY 49 CFR 172.101 BY THE U.S. DEPARTMENT OF TRANSPORTATION. For shipments containing 1 lb. of Arsenic Acid or more:

PROPER SHIPPING NAME: R.Q. Arsenical pesticides, liquid, toxic (Arsenic Acid, Chromic Acid)
HAZARD CLASS NUMBER and DESCRIPTION: 6.1 (Toxic)
UN IDENTIFICATION NUMBER: UN 2994
PACKING GROUP: PG III
DOT LABEL(S) REQUIRED: Poison

NORTH AMERICAN EMERGENCY RESPONSE GUIDEBOOK NUMBER (2000): 151

MARINE POLLUTANT: No component of this product is listed as a marine pollutant by the DOT (49 CFR 172.101, Appendix B). The components of this product are designated by the IMDG Code to be Marine Pollutants (IMDG Code Page 145).

TRANSPORT CANADA TRANSPORTATION OF DANGEROUS GOODS REGULATIONS: THIS MATERIAL IS CONSIDERED AS DANGEROUS GOODS. Use the above information for the preparation of Canadian shipments.

15. REGULATORY INFORMATION

ADDITIONAL U.S. REGULATIONS:

U.S. SARA REPORTING REQUIREMENTS: The components of this product are subject to the reporting requirements of Sections 302, 304, and 313 of Title III of the Superfund Amendments and Reauthorization Act, and are listed as follows:

CHEMICAL NAME	SARA 302 (40 CFR 355, Appendix A)	SARA 304 (40 CFR Table 302.4)	SARA 313 (40 CFR 372.65)
ARSENIC ACID	NO	YES	YES (as Arsenic Compound)
CHROMIC ACID	NO	NO	YES (as Chromium Compound)
COPPER OXIDE	NO	NO	YES (as Copper Compound)

U.S. SARA THRESHOLD PLANNING QUANTITY: There are no specific Threshold Planning Quantities for the components of this product. The default Federal MSDS submission and inventory requirement filing threshold of 10,000 lbs (4,540 kg) therefore applies, per 40 CFR 370.20.

U.S. CERCLA REPORTABLE QUANTITY (RQ): Arsenic Acid = 1 lb (0.454 kg)

U.S. TSCA INVENTORY STATUS: This product is not subject to the requirements of the TSCA because it is regulated under the Federal Insecticide, Fungicide, and Rodenticide Act.

15. REGULATORY INFORMATION (Continued)

OTHER U.S. FEDERAL REGULATIONS: The labeling and use requirements of the Federal Insecticide, Fungicide, and Rodenticide Act are applicable to this product. Additional FIFRA information is as follows:

EPA Registration No.: 10465-26 (CCA50%), 10465-28 (CCA60%)

EPA Est. No.: 10465-NC-2; 10356-GA-1; 10356-TX-1

The OSHA Inorganic Arsenic Standard (29 CFR 1910.1018) is not applicable to employee exposures in agriculture or resulting from pesticide application, the treatment of wood with preservatives or the utilization of arsenically preserved wood. However, it is recommended that this Standard be reviewed and the guidelines be implemented where applicable and practical.

U.S. STATE REGULATORY INFORMATION: Components in this product, specifically listed in Section 2 (Composition and Information on Ingredients), are covered under specific State regulations, as denoted below:

Alaska - Designated Toxic and Hazardous Substances: Chromic Acid and Chromates.

California - Permissible Exposure Limits for Chemical Contaminants: Arsenic Inorganic Compounds, Chromium Compounds, Copper Salts (dust and mist).

Florida - Substance List: Arsenic, Chromic Acid, Copper (fume, dust, mist).

Illinois - Toxic Substance List: Arsenic Compounds, Chromic Salts, Copper.

Kansas - Section 302/313 List: Arsenic and Compounds, Chromium, Copper and Compounds.

Massachusetts - Substance List: Arsenic, Chromic Acid, Copper.

Michigan - Critical Materials Register: Arsenic, chromium compounds.

Minnesota - List of Hazardous Substances: Arsenic and Soluble Compounds, Chromic Acid and Chromates, Copper (dust, mist, fumes).

Missouri - Employer Information/Toxic Substance List: Arsenic Acid, Chromic Acid, Copper.

New Jersey - Right to Know Hazardous Substance List: Arsenic Acid, arsenical pesticides, Chromic Acid, Copper.

North Dakota - List of Hazardous Chemicals, Reportable Quantities: Arsenic Acid, chromium, Copper and Compounds.

Pennsylvania - Hazardous Substance List: Arsenic, Chromic Acid, Copper.

Rhode Island - Hazardous Substance List: Arsenic, Chromic Acid, Copper.

Texas - Hazardous Substance List: Chromic Acid and Chromates, Copper (fume).

West Virginia - Hazardous Substance List: Chromium (Soluble Chromic Salts), Copper (fume).

Wisconsin - Toxic and Hazardous Substances: Chromium compounds, Copper (fume).

CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT (PROPOSITION 65): Arsenic Acid and Chromic Acid are on the California Proposition 65 Lists as chemicals known to the State of California to cause cancer, birth defects, and other reproductive harm.

LABELING (Precautionary Statements):

ANSI STANDARD LABEL INFORMATION (Z129.1):

DANGER! POISON! CORROSIVE MATERIAL! LIQUID AND MIST CAUSE SEVERE BURNS TO ALL BODY TISSUE. MAY BE FATAL IF SWALLOWED. HARMFUL OR FATAL IF INHALED. MAY CAUSE LUNG, KIDNEY, LIVER, AND BLOOD DAMAGE. CAN CAUSE ALLERGIC SKIN OR RESPIRATORY REACTIONS. CANCER AND BIRTH DEFECT HAZARD. Risk of cancer depends on duration and level of exposure. Do not get into eyes, on skin or clothing. Avoid prolonged or repeated skin contact. Avoid breathing spray or mist. Do not take internally. Use with adequate ventilation and employ respiratory protection when exposed to the mist or spray. When handling, wear chemical splash goggles, face shield, rubber gloves, protective clothing, and appropriate respiratory protection. Do not transfer to unlabeled containers. Wash thoroughly after handling. Keep container closed when not in use. **FIRST-AID:** POISON. CALL A PHYSICIAN. CONTACT POISON CONTROL CENTER, or CALL 911. In case of contact, immediately flush skin or eyes for at least 15 minutes. If inhaled, move to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. If ingested, do not induce vomiting. **IN CASE OF FIRE:** Use dry chemical, CO₂, or alcohol foam. **IN CASE OF SPILL:** Neutralize residue with acid neutralizing agent (e.g., soda ash). Place residue in suitable container. Refer to MSDS for additional information.

FIFRA LABEL SUMMARY (Based on 40 CFR Part 156):

PRECAUTIONARY STATEMENTS. HAZARDS TO HUMANS AND DOMESTIC ANIMALS. DANGER!

Corrosive. Causes irreversible eye damage, skin or mucous membrane irritation. Harmful or fatal if swallowed, inhaled, or absorbed through skin. Handle in a well-ventilated area. Do not get on skin, in eyes, or clothing. Keep container closed when not in use.

ENVIRONMENTAL HAZARDS: This product is toxic to fish and wildlife. Do not apply directly to water or wetlands. Do not contaminate water by cleaning of equipment or disposal of wastes. Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) Permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product in sewer systems without previously notifying the local sewage treatment plant authority. For guidance contact your State Water Board or Regional Office of the EPA.

DIRECTIONS FOR USE: It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

15. REGULATORY INFORMATION (Continued)

ADDITIONAL CANADIAN REGULATIONS:

CANADIAN DSL/NDSL INVENTORY STATUS: This product is not subject to Environment Canada's requirements pertaining to the DSL or NDSL, because it is regulated under the Pest Control Products Act.

OTHER CANADIAN REGULATIONS: The Pest Control Products Act.

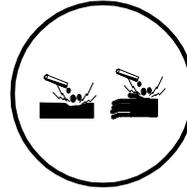
CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: The components of this product are on the CEPA Priorities Substances Lists, as follows: Arsenic Acid (Inorganic Acid Compound, First PSL, Toxic); Chromic Acid (Hexavalent Chromium Compound, First PSL, Toxic).

CANADIAN WHMIS SYMBOLS:

Class D1A: Materials Causing Immediate and Serious Toxic Effects

Class D2A/B: Materials Causing Other Toxic Effects

Class E: Corrosive.



16. OTHER INFORMATION

PREPARED BY:

CHEMICAL SAFETY ASSOCIATES, Inc.
9163 Chesapeake Drive, San Diego, CA 92123-1002
619/565-0302

The information contained herein is based on data considered accurate. However, no warranty is expressed or implied regarding the accuracy of these data or the results to be obtained from the use thereof. Chemical Specialties Inc. assumes no responsibility for injury to the vendee or third persons proximately caused by the material if reasonable safety procedures are not adhered to as stipulated in the data sheet. Additionally, Chemical Specialties Inc. assumes no responsibility for injury to vendee or third persons proximately caused by abnormal use of the material even if reasonable safety procedures are followed. Furthermore, vendee assumes the risk in his use of the material.

DEFINITIONS OF TERMS

A large number of abbreviations and acronyms appear on a MSDS. Some of these which are commonly used include the following:

CAS #: This is the Chemical Abstract Service Number which uniquely identifies each constituent. It is used for computer-related searching.

EXPOSURE LIMITS IN AIR:

ACGIH - American Conference of Governmental Industrial Hygienists, a professional association which establishes exposure limits. **TLV** - Threshold Limit Value - an airborne concentration of a substance which represents conditions under which it is generally believed that nearly all workers may be repeatedly exposed without adverse effect. The duration must be considered, including the 8-hour Time Weighted Average (**TWA**), the 15-minute Short Term Exposure Limit, and the instantaneous Ceiling Level (**C**). Skin absorption effects must also be considered. **OSHA** - U.S. Occupational Safety and Health Administration. **PEL** - Permissible Exposure Limit - This exposure value means exactly the same as a TLV, except that it is enforceable by OSHA. The OSHA Permissible Exposure Limits are based in the 1989 PELs and the June, 1993 Air Contaminants Rule (Federal Register: 58: 35338-35351 and 58: 40191). Both the current PELs and the vacated PELs are indicated. The phrase, "Vacated 1989 PEL," is placed next to the PEL which was vacated by Court Order.

IDLH - Immediately Dangerous to Life and Health - This level represents a concentration from which one can escape within 30-minutes without suffering escape-preventing or permanent injury. **The DFG - MAK** is the Republic of Germany's Maximum Exposure Level, similar to the U.S. PEL. **NIOSH** is the National Institute of Occupational Safety and Health, which is the research arm of the U.S. Occupational Safety and Health Administration (**OSHA**). NIOSH issues exposure guidelines called Recommended Exposure Levels (**RELs**). **AIHA-WEEL** is the American Industrial Hygiene Association Workplace Environmental Exposure Level Guides. When no exposure guidelines are established, an entry of **NE** is made for reference.

HAZARD RATINGS:

HAZARDOUS MATERIALS IDENTIFICATION SYSTEM: Health Hazard: **0** (minimal acute or chronic exposure hazard); **1** (slight acute or chronic exposure hazard); **2** (moderate acute or significant chronic exposure hazard); **3** (severe acute exposure hazard; onetime overexposure can result in permanent injury and may be fatal); **4** (extreme acute exposure hazard; onetime overexposure can be fatal). Flammability Hazard: **0** (minimal hazard); **1** (materials that require substantial pre-heating before burning); **2** (combustible liquid or solids; liquids with a flash point of 38-93°C [100-200°F]); **3** (Class IB and IC flammable liquids with flash points below 38°C [100°F]); **4** (Class IA flammable liquids with flash points below 23°C [73°F] and boiling points below 38°C [100°F]). Reactivity Hazard: **0** (normally stable); **1** (material that can become unstable at elevated temperatures or which can react slightly with water); **2** (materials that are unstable but do not detonate or which can react violently with water); **3** (materials that can detonate when initiated or which can react explosively with water); **4** (materials that can detonate at normal temperatures or pressures).

NATIONAL FIRE PROTECTION ASSOCIATION: Health Hazard: **0** (material that on exposure under fire conditions would offer no hazard beyond that of ordinary combustible materials); **1** (materials that on exposure under fire conditions could cause irritation or minor residual injury); **2** (materials that on intense or continued exposure under fire conditions could cause temporary incapacitation or possible residual injury); **3** (materials that can on short exposure could cause serious temporary or residual injury); **4** (materials that under very short exposure causes death or major residual injury).

NATIONAL FIRE PROTECTION ASSOCIATION (Continued): Flammability Hazard and Reactivity Hazard: Refer to definitions for "Hazardous Materials Identification System".

FLAMMABILITY LIMITS IN AIR:

Much of the information related to fire and explosion is derived from the National Fire Protection Association (**NFPA**). Flash Point - Minimum temperature at which a liquid gives off sufficient vapors to form an ignitable mixture with air. Autoignition Temperature: The minimum temperature required to initiate combustion in air with no other source of ignition. LEL - the lowest percent of vapor in air, by volume, that will explode or ignite in the presence of an ignition source. UEL - the highest percent of vapor in air, by volume, that will explode or ignite in the presence of an ignition source.

TOXICOLOGICAL INFORMATION:

Human and Animal Toxicology: Possible health hazards as derived from human data, animal studies, or from the results of studies with similar compounds are presented. Definitions of some terms used in this section are: **LD₅₀** - Lethal Dose (solids & liquids) which kills 50% of the exposed animals; **LC₅₀** - Lethal Concentration (gases) which kills 50% of the exposed animals; **ppm** concentration expressed in parts of material per million parts of air or water; **mg/m³** concentration expressed in weight of substance per volume of air; **mg/kg** quantity of material, by weight, administered to a test subject, based on their body weight in kg. Other measures of toxicity include **TDLo**, the lowest dose to cause a symptom and **TCLo** the lowest concentration to cause a symptom; **TDo**, **LDLo**, and **LDo**, or **TC**, **TCo**, **LCLo**, and **LCo**, the lowest dose (or concentration) to cause lethal or toxic effects. **Cancer Information:** The sources are: **IARC** - the International Agency for Research on Cancer; **NTP** - the National Toxicology Program, **RTECS** - the Registry of Toxic Effects of Chemical Substances, **OSHA** and **CAL/OSHA**. **IARC** and **NTP** rate chemicals on a scale of decreasing potential to cause human cancer with rankings from 1 to 4. Subrankings (2A, 2B, etc.) are also used. **Other Information:** **BEI** - ACGIH Biological Exposure Indices, represent the levels of determinants which are most likely to be observed in specimens collected from a healthy worker who has been exposed to chemicals to the same extent as a worker with inhalation exposure to the TLV. **Ecological Information:** **EC** is the effect concentration in water. **BCF** = Bioconcentration Factor, which is used to determine if a substance will concentrate in lifeforms which consume contaminated plant or animal matter. Coefficient of Oil/Water Distribution is represented by **log K_{ow}** or **log K_{oc}** and is used to assess a substance's behavior in the environment.

REGULATORY INFORMATION:

This section explains the impact of various laws and regulations on the material. **U.S.:** **EPA** is the U.S. Environmental Protection Agency. **DOT** is the U.S. Department of Transportation. **SARA** is the Superfund Amendments and Reauthorization Act. **TSCA** is the U.S. Toxic Substance Control Act. **CERCLA (or Superfund)** refers to the Comprehensive Environmental Response, Compensation, and Liability Act. Labeling is per the American National Standards Institute (**ANSI Z129.1**). **CANADA:** **CEPA** is the Canadian Environmental Protection Act. **WHMIS** is the Canadian Workplace Hazardous Materials Information System. **TC** is Transport Canada. **DSL/NDSL** are the Canadian Domestic/Non-Domestic Substances Lists.

EXHIBIT 15

AGENDA



ULTRA WOOD Rx+

SEALER, STAIN & WATER REPELLENT

Ultra WOOD Rx + combines the superior durability characteristics of our original WOOD Rx formulation with new and improved application and wear properties. Ultra WOOD Rx + spreads effortlessly and evenly and its unique formulation resists the lapping characteristics inherent in most transparent wood sealers. The ultra formulation also exhibits uniform wear characteristics which makes maintaining wood quick and easy. This silicone modified acrylic formulation resists moisture penetration, retards the aging (silvering) process of new wood and contains an increased level of fungicide which resists mildew growth in the harshest climates. Ultra WOOD Rx + is the best prescription for wood protection.

May
Apply to
Wet or Dry
Wood

Repels
Water

Mildew
& UV
Resistance

Durable in
All Climates

Penetrates
& Protects

RECOMMENDED USES: For use on virtually all properly prepared, exterior wood surfaces such as decks, docks, sidings, specialty hardwoods, pressure treated lumber, garden furniture, playhouses and log/timber frame homes. Do not apply over previously painted or stained wood surfaces without proper preparation. New pressure treated wood should weather for six months prior to applying Ultra WOOD Rx +. Contact an INSECO representative for detailed specifications.

SURFACE PREPARATION:

1. Apply a solution of 1 part household bleach or bleach alternative, 1 part dishwashing soap and 4 parts water.
2. Scrub and/or pressure wash as necessary to remove any surface contaminants. Apply a test sample of Ultra
3. WOOD Rx + to insure proper adhesion and an appealing appearance. If beading or crawling occurs, contact INSECO prior to applying.

APPLICATION:

1. Stir Ultra WOOD Rx + thoroughly before use.
2. Apply with a brush, roller, foam pad, pump garden sprayer or airless sprayer
3. Saturate the entire surface but avoid puddling.
4. Resists lapping but working with wet edge and back brushing is recommended.
5. Apply 1-2 coats as required to achieve a uniform appearance. Two coats are recommended for maximum performance. Allow 1-2 hours between coats.
6. Ultra WOOD Rx + may be applied to damp or dry wood.

RECOMMENDED THINNER: Ultra WOOD Rx + does not require thinning and should be used as is, directly from the container.

CLEAN UP: Clean up drips and spills immediately using a damp cloth. Clean tools and equipment with soap and fresh water.

COVERAGE (THEORETICAL): Coverage will depend on porosity and contour of the surface being coated. Coverage typically averages 400 square feet per gallon. Two coats are always recommended for maximum performance.

RECOMMENDED DRY FILM THICKNESS PER COAT: Ultra WOOD Rx + is designed to penetrate and seal.

RESISTANCE TO:

Weather/UV : Excellent
Moisture Penetration : Excellent
Peeling/Flaking/Blistering : Excellent
Mildew : Excellent



HAGA CLIC AQUÍ PARA ESPAÑOL

Finish:	Matte
Vehicle Type:	Silicone Modified Acrylic
Solvent Type:	Water
% Solids By Weight:	19% +/- 2%
% Solids By Volume:	17% +/- 2%
Density:	8.5 lbs. per gallon
Viscosity @ 75 deg. F (24 deg. C):	Waterlike
Coating VOC:	0 g/l
Flash Point, Minimum:	Not Flammable
Flame Spread:	Class A rating on non combustibile substratum
Estimated Dry Time:	Touch: 30 minutes Recoat: 1-2 hours Foot Traffic: 12 hours

Do not apply if the threat of rain exists. Keep from freezing.

CAUTION: KEEP OUT OF REACH OF CHILDREN! WARNING! If you scrape, sand or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear an NIOSH approved respirator to control lead exposure. Carefully clean up with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead. Technical data contained here in is true and accurate at the date of issue, but is subject to change without notice. An Inseco representative should be contacted with any questions concerning product information or application procedures. Our products conform to Inseco quality standards, but no other warranty is expressed or implied. Liability, if any, is limited to the replacement of product or purchase price.



INSECO

INSECO, Inc.
2897 South Street
Fort Myers, FL 33916

insecoproducts.com
(800) 883-5150
info@insecoproducts.com

EXHIBIT 16

AGENDA

4K'S CONSTRUCTION CLEANUP LLC.

PROPOSAL

Project Name: Brightwater Bridge – Wear deck Replacement

Owner: BRIGHTWATER

Contractor: 4K'S CONSTRUCTION CLEANUP

Date: 1/21/2026

Scope of Work

Provide labor, materials, equipment, and supervision to remove, replace, and dispose of existing 2x6 wear deck boards.

Install new 2x6 pressure-treated wear deck using #12 x 4" 305 stainless steel screws.

Lump Sum Price

Replace 2x6 Wear deck (1.0 LS)

Total Lump Sum: \$226,000.00

Material Specifications

- 2x6 Pressure-Treated Lumber
- Grade: #1 Prime
- Fasteners: #12 x 4" 305 Stainless Steel Screws
- Lumber is not .60 CCA treated

Schedule

Material lead time: approximately 3–4 weeks from approval.

Exclusions / Clarifications

1. All permits by others.
2. No bond included.
3. Maintenance of Traffic (MOT) by others.
4. Proposal includes removal, replacement, and disposal of existing wear deck only.

Acceptance

Accepted By: _____

Title: _____

Company: _____

Date: _____

EXHIBIT 17

AGENDA

SCOPE OF WORK CHART

TURF	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Mow	2	2	2	4	5	5	4	4	5	5	2	2	42
String Trim	2	2	2	4	5	5	4	4	5	5	2	2	42
Hard Edge	2	2	2	4	5	5	4	4	5	5	2	2	42
Bed Edge	1	1	1	2	2	3	2	2	3	2	1	1	21
Fertilizer	-	1	-	-	1	Blackout Period				1	-	-	3
IPM	-	-	1	-	1	-	-	-	-	1	-	-	3
Pre-emergent weed control	-	1	-	-	1	-	-	-	-	1	-	-	3
Disease Control	As needed												-
SHRUBS & BEDS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Weed control	1	1	1	1	1	1	1	1	1	1	1	1	12
Post-emergent weed control	1	1	1	1	1	1	1	1	1	1	1	1	12
Fertilization	-	-	1	-	1	Blackout Period				1	-	-	3
Pruning	-	1	-	1	-	1	-	1	-	1	-	1	6
Disease control	As needed												-
Insect control	As needed												-
TREES & PALMS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Raise canopy over walkways	As needed												-
Palm fertilization	-	-	1	-	-	Blackout Period				1	-	-	2
Pruning up to 12' height	As needed												-
IRRIGATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Check & adjust (monthly)	1	1	1	1	1	1	1	1	1	1	1	1	12
MISCELLANEOUS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Horticultural debris removal	2	2	2	4	5	5	4	4	5	5	2	2	42

Practical Specifications

SCOPE OF WORK:

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

LAWN CARE:

Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods, mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety, taking into account the season. Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn. Edges shall be trimmed to maintain a neat appearance.

Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turf grass.

Disease Control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Insect Control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the

prevention of fire ant infestation, which is available at added cost. Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

Weed Control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of post emergence weed controls will be applied at times, if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds, including crabgrass, when they are present in St Augustine. The only control of these weeds is to treat infested turf with non-selective products such as Roundup. These treatments require the re-sodding of the affected area, which will be quoted at additional charge.

GROUND COVER AREA/SHRUB AREAS:

Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damaged or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

Weed Control:

Keep beds reasonably free of broadleaf or grassy weeds, preferably with selective post-emergent herbicides.

Post-emerge: Control broadleaf weeds with selective herbicides. The chosen chemical will be recommended and legally approved for the specific weed problem.

Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

Control of Imported Pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost-effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

TREE CARE (Up to 12 Feet):

Palm Pruning:

Dead or dying fronds will be removed up to 12 feet. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type.

IRRIGATION SYSTEM:

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism, or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised within 24 hours of any irrigation modifications by others.

If the Contractor is required to make emergency repairs or adjustments on other than regularly scheduled visits, a minimum charge of \$XXX per emergency call will apply.

EXHIBIT 18

AGENDA

ABS RENTAL SERVICES, INC.

5886 ENTERPRISE PARKWAY
FORT MYERS, FL. 33905
(MAILING)P.O. BOX 50906
FORT MYERS FL 33994
PHONE: (239) 690-4123 FAX: (239) 313-7853

PRIVATE PROPERTY IMPOUND CONTRACT

PRINT PLEASE

Property Management Company: _____
Street Address of Business: _____
City, State & Zip Code: _____
Phone & Fax #: _____
Signature: _____ Date: _____

The undersigned owner or person having possession or control of certain real property, the address of which is set forth below, hereby authorizes the removal of any motor vehicle or vessel parked on said property without consent of the undersigned. The representative of the towing firm, whose name appears above, is authorized and directed to remove such unauthorized vehicles as directed by the agent or terms of this contract.

The undersigned further agrees to indemnify and hold harmless the said towing firm, its agents, employees and affiliates from any and all consequential damages which may be imposed by reason of State of Florida Statutes, F.S. 717.05 - 715.07 - 713.78, as a result of impoundment of any vehicles or vessels as herein above authorized.

Name, Title and address of owner or person having possession or control of real property.

PRINT PLEASE

Name of Property/Business: _____
Name and Title: _____
Street Address of Business: _____
City, State & Zip Code: _____
Phone & Fax #: _____

Authorized agent (s) of the owner or person (s) having possession or control of real property as outlined above:

PRINT PLEASE

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

This Agreement is applicable for any and all of the following as selected by the owner or person having possession or control of real property as outlined above.

PLEASE INITIAL AND DATE ALL THAT APPLY:

- 1. On Call basis only _____
- 2. Pickup only vehicles that have been tagged _____
- 3. Random 24 hour patrol, remove vehicles in Fire Lanes,
Handicapped Spaces (without permit) or on Grass

A 30 DAY WRITTEN NOTICE BY EITHER PARTY IS REQUIRED TO CANCEL THIS CONTRACT.