

BROOKSTONE

COMMUNITY DEVELOPMENT DISTRICT

November 6, 2020

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

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

October 30, 2020

| |
|--|
| ATTENDEES: Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes. |
|--|

Board of Supervisors
Brookstone Community Development District

Dear Board Members:

The Board of Supervisors of the Brookstone Community Development District will hold a Regular Meeting on November 6, 2020 at 10:00 a.m., at the office of ZNS Engineering, 201 5th Avenue Dr. E., Bradenton, Florida 34208. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Supervisors [SEATS 1, 3 & 4] *(the following to be provided in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict
4. Consideration of Resolution 2021-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2021-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Brookstone Community Development District, and Providing for an Effective Date
6. Consideration of SFTEN, LLC, Special Warranty Deed for Phase 1, Bella Lago

- 7. Consideration of SFTEN, LLC, Access and Maintenance Easement Agreement for Phase 2
- 8. Acceptance of Unaudited Financial Statements as of September 30, 2020
- 9. Approval of August 7, 2020 Public Hearing and Regular Meeting Minutes
- 10. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, PA*
 - B. District Engineer: *ZNS Engineering, L.C.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING: December 4, 2020 at 10:00 a.m.

- QUORUM CHECK

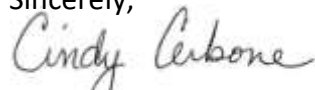
| | | | | |
|----------------|--------------|---|---------------------------------------|------------------------------------|
| SEAT 1* | | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 2 | John Snyder | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 3* | | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 4* | | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 5 | Greg Mundell | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |

**Seats subject to November 3, 2020 Landowners' Election*

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

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,



Cindy Cerbone
 District Manager

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held on November 3, 2020, and the below recited person was duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

| | | |
|-------|--------|-------------|
| _____ | Seat 1 | Votes _____ |
| _____ | Seat 3 | Votes _____ |
| _____ | Seat 4 | Votes _____ |

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following term of office:

| | |
|-------|-------------|
| _____ | 4-Year Term |
| _____ | 4-Year Term |
| _____ | 2-Year Term |

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 6th DAY OF NOVEMBER, 2020.

Attest:

**BROOKSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2021-02

A RESOLUTION DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Brookstone Community Development District (“District”) is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

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

1. **DISTRICT OFFICERS.** The District officers are as follows:

_____ is appointed Chair

_____ is appointed Vice Chair

Craig Wrathell is appointed Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

Cindy Cerbone is appointed Assistant Secretary

Daniel Rom is appointed Assistant Secretary

Craig Wrathell is appointed Treasurer

Jeff Pinder is appointed Assistant Treasurer

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

Adopted this 6th day of November, 2020.

ATTEST:

**BROOKSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

6

This Instrument Prepared By:

Tucker F. Mackie, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Property Appraisers Parcel I.D. Nos.:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated ___ day of _____, 2020, is by and from **SFTEN, LLC**, a Delaware limited liability company, whose address is 12602 Telecom Drive, Tampa, Florida 33637 (hereinafter called the “Grantor”), and the **BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter called the “Grantee”).

(Whenever used herein the terms “Grantor and Grantee” shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of Manatee, State of Florida, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the “Property”).

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the Property was free from all encumbrances made by it, and that it will warrant and defend the title to the Property against the lawful claims of all persons claiming, by through or under the Grantor, but against none other; provided that this conveyance is made subject to covenants, restrictions and easements of record; however, such references shall not serve to reimpose the same.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered

SFTEN, LLC, a Delaware limited liability company by D.R. Horton, Inc., a Delaware corporation, its sole member

Zamir Ode
Print Name: Zamir Ode

[Signature]
By: John E. Snyder
Its: Vice President

B-JP-
Print Name: Brian J. Panico

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or ~~online notarization~~ this 22nd day of September, 2020, by John E. Snyder, as Vice President of D.R. Horton, Inc., a Delaware corporation as the sole member of SFTEN, LLC, a Delaware limited liability company who [X] is personally known to me or has produced _____ as identification.

Michelle M. Guerrier
Notary Public



Exhibit A

Description of the Property

TRACTS 500, 501, 502, 503, 504, 505, 506, 507, 508, 509 AND 510, BELLA LAGO PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGES 166 THROUGH 198 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

Prepared By and Return To:
Tucker F. Mackie, Esquire
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2020 by **BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and **SFTEN, LLC**, a Delaware limited liability company, whose address is 12602 Telecom Drive, Tampa, Florida 33637 (“**SFTEN**”) (**District** and **SFTEN** are sometimes together referred to herein as the “**Parties**,” and separately as the “**Party**”).

WITNESSETH:

WHEREAS, District was established pursuant to Chapter 190, *Florida Statutes*, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of District; and

WHEREAS, SFTEN is the owner in fee simple of certain real property located in Manatee County, Florida, lying within the boundaries of District including certain parcels of land more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the lands described in **Exhibit A** are referred to herein as the “**Easement Area**,” and are comprised of certain stormwater management facilities; and

WHEREAS, for the benefit of landowners within the boundaries of the District, the District has adopted an improvement plan that includes having District maintain certain stormwater management facilities within District; and

WHEREAS, SFTEN has requested that District agree to undertake the operation and maintenance responsibilities for the stormwater management facilities within the Easement Area, and District is agreeable to undertaking such responsibilities provided that SFTEN grant to District an easement over the Easement Area in order to allow District to access and conduct maintenance within the Easement Area as part of District’s overall improvement plan including the stormwater management facilities (the “**Improvements**”);

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Grant of Perpetual Easement.** SFTEN hereby grants to District, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, a non-exclusive maintenance easement over, upon, under, through, and across the Easement Area for the purpose of vehicular and pedestrian ingress, egress, and access to and for the construction, installation, operation, use, powering, maintenance, replacement and repair of the Improvements ("**Easement**"). District is hereby authorized to modify structures and improvements within the stormwater management facilities or within the Easement Area provided that such modifications are consistent with any applicable permit or agreement. District shall use all due care to protect the Easement Area and adjoining property from damage resulting from District's use of the Easement Area.

3. **Damage.** Except as otherwise stated herein, in the event that District, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, District, at District's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. **Indemnity.** SFTEN agrees to indemnify and hold harmless District, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss, damage, or harm of any kind, whether monetary or otherwise, including but not limited to reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which relate in any way to SFTEN's use of the Easement Area.

5. **Liens.** District shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area or other SFTEN property in connection with the exercise of its rights hereunder.

6. **Exercise of Rights.** The rights and Easement created by this Agreement are subject to the following provisions:

(a) District shall conduct any installation and maintenance activities in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation and/or repair. Any rights granted hereunder

shall be exercised by District in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. District shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Nothing herein shall be construed to limit in any way SFTEN's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with District, its successors and assigns.

7. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the benefit and use of District and its successors, permitted assigns, agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), guests and invitees and shall be binding upon the Easement Area and shall be a covenant running with the title to the Easement Area and shall bind and/or benefit the owners thereof, and their respective successors, assigns, tenants, agents, employees, invitees and licensees. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purpose as expressly set forth and limited herein, including, specifically, the right of entry on, over, upon and through the Easement Area for purposes of construction, installation, operation, use, powering, maintenance, replacement and repair within the Easement Area of any improvements now or hereafter located therein, subject to the limitations set forth herein.

8. **Sovereign Immunity.** SFTEN agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity protections and limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

9. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any Party is required, or may desire, to give to or make upon the other Party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other Party as follows (or to such other place as any Party may by notice to the others specify):

To the District: Brookstone Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, Florida 33431
 Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
 119 S. Monroe Street, Suite 300
 Tallahassee, FL 32301
 Attn: District Counsel

To SFTEN: SFTEN, LLC
12602 Telecom Drive
Tampa, Florida 33637

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for SFTEN and counsel(s) for the District may deliver Notice on behalf of SFTEN and the District, respectively.

10. Third Parties. This Agreement is solely for the benefit of SFTEN and the District, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than SFTEN and the District any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. Each Party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair either Party's right to protect its rights from interference by a third party. Notwithstanding the foregoing, it is anticipated that the Bella Lago of Manatee County Community Association, Inc. ("HOA") may undertake the District's maintenance obligation as described herein on behalf the District. SFTEN agrees that this Agreement is assignable to the HOA by the District.

11. Controlling Law and Venue. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Manatee County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

12. Public Records. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

13. Severability. The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

14. Termination. If the Easement shall be abandoned by District or terminated in any manner, all rights and privileges hereunder shall cease and the Easement privileges and rights herein granted shall revert to SFTEN. If by future conveyance, the District takes fee simple title to all or part of the Easement Area, then this Easement shall terminate with respect to such the portion of the Easement Area to which the District took title.

15. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this

Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

16. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both SFTEN and District.

17. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

18. **Non-Waiver.** Any delay of either party in enforcing its rights or remedies under this Agreement shall not waive, affect, diminish, suspend or exhaust any such right or remedy. No act or omission, or series of acts or omissions, by a party as to any failure of the other to perform this Agreement shall be deemed to be a waiver by such party of the right at all times to insist upon full and complete performance in accordance with this Agreement.

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

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

21. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

22. **Effective Date.** This Agreement shall be effective as of the date first written above.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[Remainder of page left blank]

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

TRACTS 900 AND 901, BELLA LAGO PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGES 166 THROUGH 198 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

IN WITNESS WHEREOF, SFTEN and District caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered in the presence of:

Brookstone Community Development District

Michelle Guernier
Print Name: Michelle Guernier

By: [Signature]
Chairperson/Vice Chairperson
RYAN ZOOK

B-JP
Print Name: Brian J. Panico

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of September, 2020, by RYAN ZOOK, as _____ of Brookstone Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*. He is personally known to me or has produced _____ (type of identification) as identification.



[Signature]
(Official Notary Signature & Seal)

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Signed, sealed and delivered
in the presence of:

SFTEN, LLC, a Delaware limited liability
company by D.R. Horton, Inc., a Delaware
corporation, its sole member

Michelle Guerrier

Print Name: Michelle Guerrier

Brian M. Micheli

Print Name: Brian M. Micheli

John E. Snyder

By: John E. Snyder

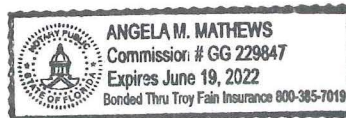
Its: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24th day of September, 2020, by John E. Snyder, as Vice President of D.R. Horton, Inc., a Delaware corporation as the sole member of SFTEN, LLC, a Delaware limited liability company who [X] is personally known to me or has produced _____ as identification.

Angela M. Mathews

Notary Public



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

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

7

Prepared By and Return To:
Tucker F. Mackie, Esquire
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2020 by **BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and **SFTEN, LLC**, a Delaware limited liability company, whose address is 12602 Telecom Drive, Tampa, Florida 33637 (“**SFTEN**”) (**District** and **SFTEN** are sometimes together referred to herein as the “**Parties**,” and separately as the “**Party**”).

WITNESSETH:

WHEREAS, District was established pursuant to Chapter 190, *Florida Statutes*, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of District; and

WHEREAS, SFTEN is the owner in fee simple of certain real property located in Manatee County, Florida, lying within the boundaries of District including certain parcels of land more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the lands described in **Exhibit A** are referred to herein as the “**Easement Area**,” and are comprised of certain stormwater management facilities; and

WHEREAS, for the benefit of landowners within the boundaries of the District, the District has adopted an improvement plan that includes having District maintain certain stormwater management facilities within District; and

WHEREAS, SFTEN has requested that District agree to undertake the operation and maintenance responsibilities for the stormwater management facilities within the Easement Area, and District is agreeable to undertaking such responsibilities provided that SFTEN grant to District an easement over the Easement Area in order to allow District to access and conduct maintenance within the Easement Area as part of District’s overall improvement plan including the stormwater management facilities (the “**Improvements**”);

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Grant of Perpetual Easement.** SFTEN hereby grants to District, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, a non-exclusive maintenance easement over, upon, under, through, and across the Easement Area for the purpose of vehicular and pedestrian ingress, egress, and access to and for the construction, installation, operation, use, powering, maintenance, replacement and repair of the Improvements ("**Easement**"). District is hereby authorized to modify structures and improvements within the stormwater management facilities or within the Easement Area provided that such modifications are consistent with any applicable permit or agreement. District shall use all due care to protect the Easement Area and adjoining property from damage resulting from District's use of the Easement Area.

3. **Damage.** Except as otherwise stated herein, in the event that District, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, District, at District's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. **Indemnity.** SFTEN agrees to indemnify and hold harmless District, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss, damage, or harm of any kind, whether monetary or otherwise, including but not limited to reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which relate in any way to SFTEN's use of the Easement Area.

5. **Liens.** District shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area or other SFTEN property in connection with the exercise of its rights hereunder.

6. **Exercise of Rights.** The rights and Easement created by this Agreement are subject to the following provisions:

(a) District shall conduct any installation and maintenance activities in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation and/or repair. Any rights granted hereunder

shall be exercised by District in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. District shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Nothing herein shall be construed to limit in any way SFTEN's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with District, its successors and assigns.

7. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the benefit and use of District and its successors, permitted assigns, agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), guests and invitees and shall be binding upon the Easement Area and shall be a covenant running with the title to the Easement Area and shall bind and/or benefit the owners thereof, and their respective successors, assigns, tenants, agents, employees, invitees and licensees. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purpose as expressly set forth and limited herein, including, specifically, the right of entry on, over, upon and through the Easement Area for purposes of construction, installation, operation, use, powering, maintenance, replacement and repair within the Easement Area of any improvements now or hereafter located therein, subject to the limitations set forth herein.

8. **Sovereign Immunity.** SFTEN agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity protections and limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

9. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any Party is required, or may desire, to give to or make upon the other Party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other Party as follows (or to such other place as any Party may by notice to the others specify):

To the District: Brookstone Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, Florida 33431
 Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
 119 S. Monroe Street, Suite 300
 Tallahassee, FL 32301
 Attn: District Counsel

To SFTEN: SFTEN, LLC
12602 Telecom Drive
Tampa, Florida 33637

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for SFTEN and counsel(s) for the District may deliver Notice on behalf of SFTEN and the District, respectively.

10. Third Parties. This Agreement is solely for the benefit of SFTEN and the District, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than SFTEN and the District any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. Each Party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair either Party's right to protect its rights from interference by a third party. Notwithstanding the foregoing, it is anticipated that the Bella Lago of Manatee County Community Association, Inc. ("HOA") may undertake the District's maintenance obligation as described herein on behalf the District. SFTEN agrees that this Agreement is assignable to the HOA by the District.

11. Controlling Law and Venue. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Manatee County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

12. Public Records. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

13. Severability. The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

14. Termination. If the Easement shall be abandoned by District or terminated in any manner, all rights and privileges hereunder shall cease and the Easement privileges and rights herein granted shall revert to SFTEN. If by future conveyance, the District takes fee simple title to all or part of the Easement Area, then this Easement shall terminate with respect to such the portion of the Easement Area to which the District took title.

15. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this

Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

16. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both SFTEN and District.

17. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

18. **Non-Waiver.** Any delay of either party in enforcing its rights or remedies under this Agreement shall not waive, affect, diminish, suspend or exhaust any such right or remedy. No act or omission, or series of acts or omissions, by a party as to any failure of the other to perform this Agreement shall be deemed to be a waiver by such party of the right at all times to insist upon full and complete performance in accordance with this Agreement.

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

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

21. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

22. **Effective Date.** This Agreement shall be effective as of the date first written above.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[Remainder of page left blank]

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

TRACTS 900 AND 901, BELLA LAGO PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGES 166 THROUGH 198 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

IN WITNESS WHEREOF, SFTEN and District caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered in the presence of:

Brookstone Community Development District

Michelle Guernier
Print Name: Michelle Guernier

By: [Signature]
Chairperson/Vice Chairperson
RYAN ZOOK

BJP
Print Name: Brian J. Panico

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of September, 2020, by RYAN ZOOK, as _____ of Brookstone Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*. He is personally known to me or has produced _____ (type of identification) as identification.



[Signature]
(Official Notary Signature & Seal)

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Signed, sealed and delivered
in the presence of:

SFTEN, LLC, a Delaware limited liability
company by D.R. Horton, Inc., a Delaware
corporation, its sole member

Michelle Guerrier
Print Name: Michelle Guerrier

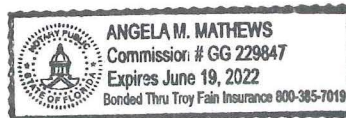
[Signature]
By: John E. Snyder
Its: Vice President

[Signature]
Print Name: Brian M. Michels

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24th day of September, 2020, by John E. Snyder, as Vice President of D.R. Horton, Inc., a Delaware corporation as the sole member of SFTEN, LLC, a Delaware limited liability company who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public



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

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

8

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2020**

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

| | General Fund | Debt Service Fund | Capital Projects Fund | Total Governmental Funds |
|--------------------------------------|------------------|-------------------------|-----------------------------|--------------------------------|
| ASSETS | | | | |
| Cash | \$ 36,237 | \$ - | \$ - | \$ 36,237 |
| Investments | | | | |
| Revenue | - | 43,378 | - | 43,378 |
| Reserve | - | 801,437 | - | 801,437 |
| Prepayment | - | 10,739 | - | 10,739 |
| Undeposited funds | - | 592,251 | - | 592,251 |
| Prepaid expense | 5,381 | - | - | 5,381 |
| Total assets | <u>\$ 41,618</u> | <u>\$ 1,447,805</u> | <u>\$ -</u> | <u>\$ 1,489,423</u> |
| LIABILITIES AND FUND BALANCES | | | | |
| Liabilities: | | | | |
| Accounts payable | \$ 442 | \$ - | \$ - | \$ 442 |
| Due to Developer | 5,649 | - | - | 5,649 |
| Total liabilities | <u>6,091</u> | <u>-</u> | <u>-</u> | <u>6,091</u> |
| Fund balances: | | | | |
| Restricted for: | | | | |
| Debt service | - | 1,447,805 | - | 1,447,805 |
| Unassigned | 35,527 | - | - | 35,527 |
| Total fund balances | <u>35,527</u> | <u>1,447,805</u> | <u>-</u> | <u>1,483,332</u> |
| Total liabilities and fund balances | <u>\$ 41,618</u> | <u>\$ 1,447,805</u> | <u>\$ -</u> | <u>\$ 1,489,423</u> |

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

| | <u>Current Month</u> | <u>Year To Date</u> | <u>Budget</u> | <u>% of Budget</u> |
|--|--------------------------|-------------------------|-----------------|------------------------|
| REVENUES | | | | |
| Assessment levy: off-roll | \$ - | \$ 96,330 | \$ 96,330 | 100% |
| Total revenues | <u>-</u> | <u>96,330</u> | <u>96,330</u> | 100% |
| EXPENDITURES | | | | |
| Professional & administrative | | | | |
| Supervisors | - | 2,153 | 6,000 | 36% |
| Management/accounting/recording | 3,750 | 45,000 | 45,000 | 100% |
| DSF accounting/assessment collections | 458 | 5,500 | 5,500 | 100% |
| Legal | 2,209 | 11,533 | 15,000 | 77% |
| Engineering | - | - | 1,500 | 0% |
| Audit | - | 6,000 | 6,300 | 95% |
| Arbitrage rebate calculation | - | - | 750 | 0% |
| Dissemination agent | 83 | 1,000 | 1,000 | 100% |
| Trustee | - | 4,331 | 5,500 | 79% |
| Telephone | 17 | 200 | 200 | 100% |
| Postage | - | 28 | 500 | 6% |
| Printing & binding | 42 | 500 | 500 | 100% |
| Legal advertising | 136 | 1,090 | 1,500 | 73% |
| Annual special district fee | - | 175 | 175 | 100% |
| Insurance | - | 5,125 | 5,500 | 93% |
| Contingencies/bank charges | - | - | 500 | 0% |
| Website | | | | |
| Hosting | - | 705 | 705 | 100% |
| ADA compliance | - | 199 | 200 | 100% |
| Total professional & administrative | <u>6,695</u> | <u>83,539</u> | <u>96,330</u> | 87% |
| Excess/(deficiency) of revenues over/(under) expenditures | (6,695) | 12,791 | - | |
| Fund balances - beginning | 42,222 | 22,736 | 7,364 | |
| Fund balances - ending | <u>\$ 35,527</u> | <u>\$ 35,527</u> | <u>\$ 7,364</u> | |

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

| | <u>Current Month</u> | <u>Year To Date</u> | <u>Budget</u> | <u>% of Budget</u> |
|--|--------------------------|-------------------------|--------------------|------------------------|
| REVENUES | | | | |
| Assessment levy: off-roll | \$ 592,251 | \$ 948,673 | \$ 948,673 | 100% |
| Assessment prepayments | - | 603,501 | - | N/A |
| Interest | 4 | 8,495 | - | N/A |
| Total revenues | <u>592,255</u> | <u>1,560,669</u> | <u>948,673</u> | 165% |
| EXPENDITURES | | | | |
| Debt service | | | | |
| Principal | - | 225,000 | 225,000 | 100% |
| Principal prepayment | - | 2,240,000 | - | N/A |
| Interest | - | 716,478 | 714,697 | 100% |
| Total debt service | <u>-</u> | <u>3,181,478</u> | <u>939,697</u> | 339% |
| Excess/(deficiency) of revenues over/(under) expenditures | 592,255 | (1,620,809) | 8,976 | |
| OTHER FINANCING SOURCES/(USES) | | | | |
| Transfers in | - | 1,500,000 | - | N/A |
| Total other financing sources | <u>-</u> | <u>1,500,000</u> | <u>-</u> | N/A |
| Net change in fund balances | 592,255 | (120,809) | 8,976 | |
| Fund balances - beginning | 855,550 | 1,568,614 | 1,557,474 | |
| Fund balances - ending | <u>\$1,447,805</u> | <u>\$1,447,805</u> | <u>\$1,566,450</u> | |

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

| | <u>Current Month</u> | <u>Year To Date</u> |
|--|--------------------------|-------------------------|
| REVENUES | | |
| Interest | \$ - | \$ 11,168 |
| Total revenues | <u>-</u> | <u>11,168</u> |
| EXPENDITURES | | |
| Capital outlay | - | 211,382 |
| Total expenditures | <u>-</u> | <u>211,382</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | - | (200,214) |
| OTHER FINANCING SOURCES/(USES) | | |
| Transfer out | - | (1,500,000) |
| Total other financing sources/(uses) | <u>-</u> | <u>(1,500,000)</u> |
| Net change in fund balances | - | (1,700,214) |
| Fund balances - beginning | - | 1,700,214 |
| Fund balances - ending | <u>\$ -</u> | <u>\$ -</u> |

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

9

DRAFT
MINUTES OF MEETING
BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Brookstone Community Development District held a Public Hearing and Regular Meeting on August 7, 2020 at 10:00 a.m., remotely, via conference call at 1-888-354-0094, Conference ID 8518503.

Present at the meeting were:

| | |
|--------------|---------------------|
| Ryan Zook | Chair |
| John Snyder | Vice Chair |
| Anne Mize | Assistant Secretary |
| Hal Lutz | Assistant Secretary |
| Greg Mundell | Assistant Secretary |

Also present were:

| | |
|---------------|------------------|
| Cindy Cerbone | District Manager |
| Tucker Mackie | District Counsel |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:38 a.m. In consideration of the COVID-19 pandemic, this meeting was being held telephonically, as permitted under the Florida Governor's Executive Orders, which allow local governmental public meetings to occur via telephone. The meeting was advertised to be telephonic and the telephone number, conference ID, District Manager's contact information and the meeting agenda were posted on the District's website.

All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2020/2021 Budget**

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

42 The affidavit of publication was included for informational purposes.

43 **B. Consideration of Resolution 2020-10, Relating to the Annual Appropriations and**
44 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2020, and Ending**
45 **September 30, 2021; Authorizing Budget Amendments; and Providing an Effective**
46 **Date**

47 Ms. Cerbone presented Resolution 2020-10. She reviewed the proposed Fiscal Year
48 2021 budget line item increases, decreases and adjustments over the Fiscal Year 2020 budget
49 and the reasons for any changes.

50

51 **On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor, the**
52 **Public Hearing was opened.**

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55 No members of the public spoke.

56

57 **On MOTION by Mr. Zook and seconded by Mr. Mundell, with all in favor, the**
58 **Public Hearing was closed.**

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61 **On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor,**
62 **Resolution 2020-10, Relating to the Annual Appropriations and Adopting the**
63 **Budgets for the Fiscal Year Beginning October 1, 2020, and Ending September**
64 **30, 2021; Authorizing Budget Amendments; and Providing an Effective Date,**
65 **was adopted.**

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68 **FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2020-11,
Making a Determination of Benefit and
Imposing Special Assessments for Fiscal
Year 2020/2021; Providing for the
Collection and Enforcement of Special
Assessments; Certifying an Assessment
Roll; Providing for Amendments to the
Assessment Roll; Providing a Severability
Clause; and Providing an Effective Date

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78 Ms. Cerbone presented Resolution 2020-11.

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On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor, Resolution 2020-11, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2020/2021; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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FIFTH ORDER OF BUSINESS

Consideration of Resolution 2020-12, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021 and Providing for an Effective Date

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95 Ms. Cerbone presented Resolution 2020-12. A Landowners’ Meeting would be held on
96 Tuesday November 3, 2020. Seats 1, 3 and 4, currently held by Supervisors Zook, Lutz and
97 Mize, respectively, would be up for election.

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On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor, Resolution 2020-12, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021 and Providing for an Effective Date, was adopted.

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SIXTH ORDER OF BUSINESS

Consideration of Matters Pertaining to District Construction Contract with Oak City South, LLC

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109 Ms. Mackie stated that Pay Application 21 was received from Oak City South, pursuant
110 to the construction contract. District Staff was working on the requisition, which was nearly
111 complete; one outstanding document required execution by Oak City South. Once received,
112 Pay Application 21, in the amount of \$1,199,095.70, would be submitted to the Trustee for
113 payment. The District does not have that amount in its acquisition account but would be
114 drawing down the remainder of the acquisition construction fund. The Trustee would be
115 instructed to remit payment to SFTEN, LLC, rather than paying Oak City South directly.

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On MOTION by Ms. Mize and seconded by Mr. Mundell, with all in favor, the requisition and authorizing the Chair and Staff to execute and submit it to the Trustee for payment to SFTEN, LLC, for the requisition described, in the amount of \$1,199,095.70, with ratification at the next meeting, was approved.

121 **SEVENTH ORDER OF BUSINESS**

**Ratification of Bill of Sale of Utility
Improvements Conveyed to Manatee
County**

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125 Ms. Mackie presented the Bill of Sale of Utility Improvements Conveyed to Manatee
126 County, previously executed by the Chair.

127

**On MOTION by Ms. Mize and seconded by Mr. Mundell, with all in favor, the
Bill of Sale of Utility Improvements Conveyed to Manatee County, was ratified.**

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132 **EIGHTH ORDER OF BUSINESS**

**Ratification of ERP Permit Transfer and
Acceptance by District**

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135 Ms. Mackie presented the Request for Transfer of Environmental Resource Permit to
136 the Perpetual Operation Entity. The permit was associated with the turnover and identified the
137 District as the entity responsible for operation and maintenance. The document was previously
138 executed by the Chair.

139

**On MOTION by Ms. Mize and seconded by Mr. Mundell, with all in favor, the
ERP Permit Transfer and Acceptance by the District, was ratified.**

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144 **NINTH ORDER OF BUSINESS**

**Ratification of Perpetual, Non-Exclusive
Drainage Easement Agreement**

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147 Ms. Mackie presented the Perpetual, Non-Exclusive Drainage Easement, which was
148 executed to address a drainage easement inadvertently omitted from the Plat.

149

**On MOTION by Ms. Mize and seconded by Mr. Mundell, with all in favor, the
Perpetual, Non-Exclusive Drainage Easement Agreement, was ratified.**

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154 **TENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of June 30, 2020**

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157 Ms. Cerbone presented the Unaudited Financial Statements as of June 30, 2020.

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On MOTION by Mr. Mundell and seconded by Mr. Snyder, with all in favor, the Unaudited Financial Statements as of June 30, 2020, were accepted.

ELEVENTH ORDER OF BUSINESS

Approval of May 1, 2020 Telephonic Public Meeting Minutes

Ms. Cerbone presented the May 1, 2020 Telephonic Public Meeting Minutes.

On MOTION by Mr. Snyder and seconded by Mr. Zook, with all in favor, the May 1, 2020 Telephonic Public Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Hopping Green & Sams, P.A.*

There being nothing further to report, the next item followed.

B. District Engineer: *ZNS Engineering, L.C.*

There being no report, the next item followed.

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

- **NEXT MEETING: September 4, 2020 at 10:00 a.m.**
 - **QUORUM CHECK**

The September 4, 2020 meeting would be canceled if not necessary.

THIRTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There being no Board Members' comments or requests, the next item followed.

FOURTEENTH ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

FIFTEENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor, the meeting adjourned at 10:55 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT**

10C

BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

ZNS Engineering, 201 5th Avenue Dr. E., Bradenton, Florida 34208

| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
|---------------------------------|----------------------------------|----------|
| October 2, 2020 CANCELED | Regular Meeting | 10:00 AM |
| November 3, 2020 | Landowners' Meeting | 10:00 AM |
| November 6, 2020 | Regular Meeting | 10:00 AM |
| December 4, 2020 | Regular Meeting | 10:00 AM |
| January 8, 2021* | Regular Meeting | 10:00 AM |
| February 5, 2021 | Regular Meeting | 10:00 AM |
| March 5, 2021 | Regular Meeting | 10:00 AM |
| April 2, 2021 | Regular Meeting | 10:00 AM |
| May 7, 2021 | Regular Meeting | 10:00 AM |
| June 4, 2021 | Regular Meeting | 10:00 AM |
| July 2, 2021 | Regular Meeting | 10:00 AM |
| August 6, 2021 | Public Hearing & Regular Meeting | 10:00 AM |
| September 3, 2021 | Regular Meeting | 10:00 AM |

***Exception**

January meeting is one week later to accommodate New Year's Day Holiday

In the event that the COVID-19 public health emergency prevents the meetings from occurring in-person, the District may conduct the meetings by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, 20-150, 20-179 and 20-193 issued by Governor, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.