

WILDBLUE

**COMMUNITY DEVELOPMENT
DISTRICT**

April 24, 2026

BOARD OF SUPERVISORS

**EMERGENCY
MEETING AGENDA**

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

WildBlue Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W • Boca Raton, Florida 33431
Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013
<https://wildbluecdd.net/>

April 23, 2026

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

Board of Supervisors
WildBlue Community Development District

Dear Board Members:

The Board of Supervisors of the WildBlue Community Development District will hold an Emergency Meeting on April 24, 2026 at 10:00 a.m., at the Community Center (Card Room), 18721 WildBlue Blvd., Fort Myers, Florida 33913. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: *Agenda Items (3 Minutes Per Speaker)*
3. Consideration of Certain Matters Related to the Phase 1A Lake Bank Remediation Project
4. UPCOMING MEETINGS
 - May 14, 2026 at 10:00 AM [Public Hearing and Regular Meeting]
 - May 21, 2026 at 10:00 AM [Special Meeting and Attorney-Client Session]
 - June 4, 2026 at 10:00 AM [Regular Meeting – *Presentation of FY2027 Proposed Budget*]

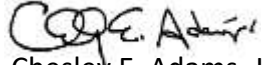
○ QUORUM CHECK

SEAT 1	HERBERT LANESE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	SIMA BAKER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	DENIS BOURQUE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JOHN BUCHHOLZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	RICHARD BENNINGTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

5. Board Members' Comments/Requests
6. Public Comments: *Agenda Items (3 Minutes Per Speaker)*
7. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114 or Shane Willis at 239-259-4299.

Sincerely,



Chesley E. Adams, Jr.
District Manager

CONFERENCE CALL INFORMATION:
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 229 774 8903

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

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AGREEMENT REGARDING FINAL LIFT OF ASPHALT AND GENERAL RELEASE

This Agreement Regarding Final Lift of Asphalt and General Release (“**Agreement**”) is entered into by and between Lennar Homes, LLC, a Florida limited liability company (“**Lennar**”), Wildblue Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**CDD**”) and Wildblue Master Property Owners Association, Inc., a Florida corporation not for profit (“**Master Association**”). CDD, Master Association and Lennar may be collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, Lennar was one of several developers of that certain community known as Wildblue; and

WHEREAS, CDD and Master Association are responsible for various operation and maintenance responsibilities within Wildblue; and

WHEREAS, Lennar intends to install a “final” lift of asphalt on various roadways within Wildblue; and

WHEREAS, Lee County is holding various bonds to ensure completion of the final lift on the various roadways in Wildblue; and

WHEREAS, CDD is planning a construction project that will require heavy machinery to traverse some of the roadways within Wildblue, which activities would likely cause damage to the roadways utilized by the heavy machinery, and further cause CDD to incur repair or replacement costs associated with the newly installed final lift of asphalt; and

WHEREAS, CDD and Master Association both desire that Lennar not install the final lift of asphalt on the roadways that will involve the heavy machinery used by the CDD; and

WHEREAS, Lennar is willing to provide CDD and/or Master Association the funds required to install the final lift of asphalt for the affected roadways, provided that CDD and the Master Association assume full responsibility for the final lift of asphalt on the affected roadways and deposit with Lee County any required sureties to allow Lennar to obtain full releases of all bonds or other sureties presently held by Lee County for the Wildblue roadways.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals**. The Parties represent and warrant that the Recital clauses, set forth above, are true and correct, and they are hereby incorporated, adopted herein, and made a part of this Agreement.

2. **Excluded Roadway Work.** Lennar intends to install a final lift of asphalt on the various roadway phases in Wildblue, as required by Lee County. Lennar will not install the final lift of asphalt on those certain phases of roadway known as Phase 1H, 1G, 1G1, 1J and the cul-de-sac between Phases 1G and 1F, all as more particularly depicted on Exhibit “A”, attached hereto and incorporated herein (“Excluded Roadways”). Upon Lee County’s approval of the amount to be held in escrow to replace Lennar’s bond for the Excluded Roadways, Lennar shall deposit with Lee County into escrow the sum of \$ _____, which sum corresponds to the engineer’s estimate of probable costs for the final lift of asphalt on the Excluded Roadways. CDD will be required to simultaneously deposit the additional ten percent (10%) of the engineer’s estimate of probable costs required by Lee County and any other amounts required by Lee County to replace Lennar’s bond. In the event CDD fails to make such deposit Lennar’s obligation to deposit the escrow funds shall be suspended, and Lennar shall have no liability for any delay in the installation of the final lift of asphalt on the Excluded Roadways resulting therefrom. Following Lennar’s deposit of monies with Lee County, Lennar will have no more responsibility for the Excluded Roads whatsoever.

3. **CDD and Master Association Obligations.** The Parties acknowledge that the roadways in Wildblue are dedicated to the Master Association. CDD and Master Association shall be solely and exclusively responsible for completing the final lift of asphalt on the Excluded Roadways in compliance with all applicable Lee County specifications, permits, and requirements, and in a good and workmanlike manner, using materials that meet or exceed the standards required by Lee County. CDD and Master Association shall commence the final lift of asphalt on the Excluded Roadways within sixty (60) calendar days following the completion of CDD’s construction project requiring heavy machinery, and shall complete such work within thirty (30) days thereafter, time being of the essence. Further, CDD and/or Master Association shall be solely responsible for satisfying any and all future surety requirements of Lee County for the Excluded Roadways, including but not limited to any annual increases in the amount of monies placed in escrow. CDD and Master Association shall take necessary all necessary action to cause Lee County to fully and unconditionally terminate, release, and discharge Lennar’s existing bonds or other sureties for the Excluded Roadways within sixty (60) days of the execution of this Agreement. In the event CDD and Master Association fail to cause such release within sixty (60) days, CDD and Master Association shall, jointly and severally, indemnify, defend, and hold harmless Lennar from and against any and all costs, expenses, claims, liabilities, bond premiums, and damages arising from or relating to the continued existence of such bonds or sureties, including reasonable attorneys’ fees. CDD and Master Association hereby assume all risk of loss, damage, or deterioration to the Excluded Roadways from and after the Effective Date, regardless of cause, and Lennar shall have no obligation to repair, maintain, or warranty any portion of the Excluded Roadways.

4. **Reimbursement of Costs.** CDD and Master Association shall, jointly and severally, reimburse Lennar for all of its attorney’s fees, costs, and other expenses incurred in connection with the negotiation, preparation, and execution of this Agreement, which costs shall not exceed Fifteen Thousand Dollars (\$15,000.00). CDD and Master

Association shall reimburse Lennar within ten (10) days from receipt of an invoice for such attorney's fees and costs. Any amounts not paid within such ten (10) day period shall accrue interest at the rate of twelve percent (12%) per annum, or the maximum rate permitted by Florida law, whichever is less, from the date due until paid in full.

5. **Default; Remedies.** In the event of a default by CDD or Master Association under any provision of this Agreement, and in addition to any and all other remedies allowed by applicable law, Lennar shall be entitled to pursue a civil action against CDD and Master Association jointly and severally, for all damages, including but not limited to (a) actual damages; (b) costs for any work, labor, or materials incurred by Lennar related to the Excluded Roadways; (c) any additional bond premiums required to be paid by Lennar for the Excluded Roadways; (d) and any costs associated with claims on bonds for the Excluded Roadways; (e) consequential and incidental damages; (f) specific performance; and (g) all reasonable attorneys' fees, costs, and expenses incurred by Lennar in enforcing its rights under this Agreement, including at the trial and appellate levels. The rights and remedies of Lennar set forth herein are cumulative and in addition to any other rights and remedies available to Lennar at law or in equity. No failure or delay by Lennar in exercising any right hereunder shall operate as a waiver thereof.

6. **Release.** Effective as of the Effective Date, each of CDD and Master Association, on behalf of themselves, and all persons or entities claiming by, through or under them, including but not limited to, their past, present, and future officers, directors, supervisors, members, managers, representatives, insurers, employees, agents, contractors, subcontractors, and attorneys, and their respective heirs, executors, administrators, legal representatives, successors, and assigns, (collectively, the "Releasing Parties") do hereby fully, finally, irrevocably, and unconditionally release, remise, acquit, and forever discharge Lennar, together with Lennar's past, present and future parent companies, subsidiaries, affiliates, related entities, partners, members, managers, officers, directors, employees, agents, contractors, subcontractors, attorneys, insurers, successors, and assigns (collectively, the "Released Parties"), from and against any and all actions, causes of action, suits, charges, claims, complaints, cross-claims, counterclaims, damages, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, expenses, contracts, liens losses, penalties, costs (including attorney's fees and costs) encumbrances, lawsuits, orders, judgments, liabilities, claims for attorneys' fees and costs, claims for compensatory, special, incidental, consequential and punitive damages, and any and all other damages, claims, charges, and demands of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, contingent or fixed, whether based in contract, tort, strict liability, statute, regulation, ordinance, or any other theory of law or equity, which any of the Releasing Parties ever had, now have, or hereafter can, shall, or may have against any of the Released Parties, from the beginning of time through and including the Effective Date, arising out of, relating to, or in any way connected with the Excluded Roadways, the installation of the final lift of asphalt on the Excluded Roadways, and any and all matters relating to the development, construction, maintenance, repair, or condition of any roadways within Wildblue.

- a. Each of the Releasing Parties hereby acknowledges and agrees that: (i) this release is intended to be as broad and comprehensive as permitted under the laws of the State of Florida; (ii) the Releasing Parties may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this release, but each of the Releasing Parties hereby expressly agrees that this release shall be and remain in full force and effect notwithstanding the discovery or existence of any such additional or different facts; (iii) each of the Releasing Parties has been advised by counsel and fully understands that this release includes a release of all known and unknown claims; and (iv) each of the Releasing Parties has voluntarily and knowingly executed this release after having the opportunity to consult with independent legal counsel of their choosing.
 - b. Indemnification. CDD and Master Association shall, jointly and severally, indemnify, defend, and hold harmless Lennar and its parent companies, subsidiaries, affiliates, members, managers, officers, directors, employees, agents, contractors, and attorneys (collectively, the “Lennar Indemnified Parties”) from and against any and all claims, actions, causes of action, demands, judgments, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees and costs at the trial and appellate levels) arising out of, relating to, or in any way connected with: (a) the failure of CDD or Master Association to perform any obligation under this Agreement; (b) the installation, construction, maintenance, repair, or condition of the final lift of asphalt on the Excluded Roadways; (c) any act, omission, negligence, or willful misconduct of CDD, Master Association, or any of their respective officers, directors, employees, agents, contractors, or subcontractors in connection with the Excluded Roadways; or (d) any breach of any representation, warranty, or covenant of CDD or Master Association contained in this Agreement. The obligations of CDD and Master Association under this Section shall survive the termination or expiration of this Agreement.
 - c. Each of the Releasing Parties further covenants and agrees that neither it, nor any person or entity acting on its behalf, will commence, prosecute, or cause to be commenced or prosecuted, any action or proceeding, whether at law or in equity, against any of the Released Parties based upon, arising out of, or relating to any of the claims released herein. This covenant not to sue is intended to be independent of and in addition to the release set forth above.
7. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the matters stated herein, and this Agreement expressly supersedes any and all prior oral, written, express or implied agreements, promises, or understandings which may have been made among the Parties, or any representatives of the Parties referenced herein.
 8. **Successors and Assigns.** The legal rights and obligations of this Agreement are intended to, and shall inure to the benefit of, and be binding upon, the signatories to this Agreement and their respective legal representatives, successors, and assigns.

9. **Governing Law and Jurisdiction.** The laws of the State of Florida shall apply to and control any interpretation, construction, performance, or enforcement of this Agreement. The Parties agree that venue and jurisdiction of any legal proceeding arising out of or relating to the interpretation and/or enforcement of this Agreement shall be in Lee County, Florida, to the exclusion of any other venue, and all Parties hereby expressly waive any challenge to personal jurisdiction or venue in that forum.
10. **Attorneys' Fees and Costs for Breach.** The prevailing party in any action to enforce this Agreement is entitled to recover from the non-prevailing party their reasonable attorneys' fees and costs, including but not limited to, for appeals, and for "fees for fees," or fees expended by the prevailing party in any litigation involving the amount or reasonableness of said attorneys' fees and costs.
11. **Construction and Interpretation.** This Agreement shall be interpreted and construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any Party or against any Parties.
12. **Modification.** No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omissions of any Party, occurring prior to or subsequent to the date hereof, may be deemed an amendment or modification of this Agreement. No modification of this Agreement shall be deemed effective unless done with all of the exact same formalities as the original execution of this Agreement, including, but not limited to, being reduced to writing and signed by the Parties hereto or their respective successors or assigns.
13. **Severability.** The Parties agree that if, for any reason, a provision of this Agreement is held unenforceable by a court of competent jurisdiction, this Agreement shall be automatically conformed to the law, and otherwise the remainder of this Agreement shall continue in full force and effect.
14. **Headings.** The headings of paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.
15. **Authority.** The signatories to this Agreement, signing on behalf of a company, corporation or district, warrant and represent they have all appropriate and necessary authority required to sign this Agreement and bind their respective companies, corporations or districts to this Agreement, and understand and acknowledge that all other signatories to this Agreement are relying upon their representations and warranties of authority in order to execute or counter-execute this Agreement as written.
16. **Counterparts.** This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart. Facsimile or electronic signatures or signatures transmitted by electronic mail shall be

accepted the same as an original signature. An unaltered copy of this Agreement may be used in any action brought to enforce or construe this Agreement.

17. **Waiver of Jury Trial.** EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THIS WAIVER SHALL APPLY TO ANY PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.

18. **Representations and Warranties of CDD and Master Association.** Each of CDD and Master Association hereby represents and warrants to Lennar as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the State of Florida; (b) it has the full power and authority to execute, deliver, and perform its obligations under this Agreement; (c) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action; (d) this Agreement constitutes a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms; (e) the execution and performance of this Agreement does not conflict with any law, regulation, order, or agreement to which it is a party or by which it is bound; and (f) there is no pending or threatened action, suit, or proceeding that would materially affect its ability to perform its obligations under this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties execute this agreement the day and year first written above.

**WILDBLUE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: Chairman

LENNAR HOMES, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: Vice President

**WILDBLUE MASTER PROPERTY
OWNERS ASSOCIATION, INC.**
a Florida not for profit corporation

By: _____
Name: _____
Title: _____

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

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WILDBLUE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

Community Center (Card Room), 18721 WildBlue Blvd., Fort Myers, Florida 33913

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2025	Regular Meeting	10:00 AM
October 16, 2025	Special Meeting and Attorney-Client Sessions	10:00 AM
November 6, 2025	Regular Meeting	10:00 AM
November 20, 2025	Special Meeting and Attorney-Client Sessions	10:00 AM
December 4, 2025	Regular Meeting and Attorney-Client Session	10:00 AM
December 18, 2025	Special Meeting and Attorney-Client Session	10:00 AM
January 15, 2026	Regular Meeting and Attorney-Client Session	10:00 AM
January 23, 2026	Continued Regular Meeting	10:00 AM
February 5, 2026	Regular Meeting	10:00 AM
February 19, 2026	Special Meeting and Attorney-Client Session	10:00 AM
March 5, 2026	Regular Meeting	10:00 AM
March 19, 2026	Special Meeting and Attorney-Client Session	10:00 AM
April 2, 2026	Regular Meeting	10:00 AM
April 16, 2026	Special Meeting and Attorney-Client Session	10:00 AM
April 24, 2026	Emergency Meeting <i>Consideration of Phase 1A Lake Bank Remediation Project Related Matters</i>	10:00 AM
May 7, 2026 <i>rescheduled to May 14, 2026</i>	Regular Meeting	10:00 AM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
May 14, 2026	Public Hearing and Regular Meeting <i>Debt Assessments Public Hearing</i>	10:00 AM
May 21, 2026	Special Meeting and Attorney-Client Session	10:00 AM
June 4, 2026	Regular Meeting <i>Presentation of FY2027 Proposed Budget</i>	10:00 AM
June 18, 2026	Special Meeting and Attorney-Client Session	10:00 AM
July 2, 2026	Regular Meeting	10:00 AM
July 16, 2026	Special Meeting and Attorney-Client Session	10:00 AM
August 6, 2026	Regular Meeting	10:00 AM
August 20, 2026	Special Meeting and Attorney-Client Session	10:00 AM
September 3, 2026	Regular Meeting	10:00 AM
September 17, 2026	Special Meeting and Attorney-Client Session	10:00 AM