

**MINUTES OF MEETING
STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Stoneybrook Community Development District held a Continued Meeting on February 3, 2026 at 9:00 a.m., at the Stoneybrook Community Center, 11800 Stoneybrook Golf Boulevard, Estero, Florida 33928.

Present:

Chris Brady	Vice Chair
Adam Dalton	Assistant Secretary
Tom Syroczyński	Assistant Secretary
Phil Olive (via telephone)	Assistant Secretary

Also present:

Chuck Adams (via telephone)	District Manager
Shane Willis	Operations Manager
Tony Pires	District Counsel
Mark Zordan	District Engineer
Josh Eisenhoff	Eisenhoff & Associates
Aldi's & Corkscrew Pines Representatives	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Willis called the meeting to order at 9:01 a.m.

Supervisors Brady, Dalton, and Syroczyński were present. Supervisor Olive attended via telephone. Supervisor Huff was absent. Motion was made and approved to allow Olive participate by phone.

SECOND ORDER OF BUSINESS

Public Comments (4 Minutes)

No members of the public spoke.

THIRD ORDER OF BUSINESS

District Engineer Staff Report: Johnson Engineering, Inc.

This item was presented at the January 27, 2026 meeting.

FOURTH ORDER OF BUSINESS

**Continued Discussion/Consideration of
Patio Covers**

- A. Palette**
- B. R-Shade**

This item was presented at the January 27, 2026 meeting.

FIFTH ORDER OF BUSINESS

Golf Course Staff Reports

- A. Golf Superintendent**
- B. Golf Pro**

This item was presented at the January 27, 2026 meeting.

SIXTH ORDER OF BUSINESS

**Consideration of Proposals to Complete
Conservation Area Fencing Project**

- A. Fore Fence and Gate, LLC**
- B. Carter Fence**

This item was presented at the January 27, 2026 meeting.

SIXTH ORDER OF BUSINESS

**Consideration of Proposals to Complete
Conservation Area**

- A. Update: Golf Course Redo**
- B. Phil Olive**
 - **Update: Duffy's**
- C. Chris Brady**
 - **Update: Email and Other Communications**
- D. Adam Dalton**
 - **Update: Revenues**
- E. Eileen Huff**
 - **Update: Common Grounds**

- **Update: Expenses via QuickBooks**
- **Update: Maintenance Department**

These items were presented at the January 27, 2026 meeting.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of December 31, 2025 (under separate cover)

This item was presented at the January 27, 2026 meeting.

- **Consideration of Approval of Documents Requested by CC Properties Enterprise, LLC and Midgard Self Storage Estero FL, LLC Associated with the Development of the Commercial Tracts Located at Corkscrew Road and Stoneybrook Golf Drive Consideration:**

This item, previously Item 10AI, was presented out of order.

Mr. Pires stated, since the last meeting, he has been working with the Aldi’s team and their Counsel, the Developer, and Mr. Zordan and his team, to examine the terms of the program improvements on Stoneybrook Golf Drive. He referenced recently emailed handouts of red-lined and clean versions of the documents that will be recommended to the Board, from a legal perspective. The documents are as follows:

- a. **Termination of Declaration of Covenants, Conditions and Restrictions of Stoneybrook Corner, Instr. #2007000198963, Public Records, Lee County, Florida**

The clean version of this document was recommended for Board approval. The greatest changes were made in the Amendment to the Declaration of Covenants and the Grant of Easement documents, also referred to as the 2024 Covenants.

- b. **Grant of Easement from SBCDD to CC Properties Enterprise, LLC over an approximately 501.02 portion of Stoneybrook Golf Drive**

Mr. Pires presented the red-lined Grant of Easement document and reviewed the following changes that were made since the previous meeting:

- Page 1: All construction or reconstruction in the Easement Area is the sole expense of the Grantee, in accordance to the plans and drawings prepared by a professional Engineer and

approved in writing by the Grantor, which is the District and the Village of Estero before implementation.

- Other than required maintenance occasioned by damage resulting from use of the Easement Area by the Grantee or other benefitted parties hereunder, Grantee shall not construct or install any improvements without prior written approval of grantor.
- The Grantor/District retains the right to improve the Easement Area, and will have a Maintenance of Traffic (MOT) Plan during periods of construction in the Easement Area to provide ingress and egress maneuverability.
- Page 2 Grantee/Developer: During any construction or maintenance activities by the Grantee or its successors, assigns, tenants or invitees, shall procure, at its expense and maintain comprehensive liability insurance policies that covers such construction or maintenance activities, with the Grantor named as additional insured, and hold harmless for any claims made related to any construction or maintenance activities in the Easement Area. This has been agreed to by the Developer.

Mr. Pires stated the Easement is attached in a separate email. There is a shorter version that contains the responses by the Developer and their Engineers and Consultants to the comments concerning some issues about the roadway plans from Johnson Engineering. The items that the Developers agreed to are in bold text. Johnson Engineering is satisfied that the comments and the issues raised have been addressed and confirmed by the Developer.

c. Amendment to the Declaration of Covenants, Conditions and Restrictions for Corkscrew Pines, Instr. #2024000133453, Public Records, Lee County, Florida

Mr. Pires presented the red-lined and blue-lined version of the Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Corkscrew Pines and reviewed the following changes that were made since the previous meeting:

- Section 5, Page 5: For the storing of shopping carts in Aldi's normal business operations, at locations, at times and in accordance with buffering conditions as approved by the District and the Village in writing.

- Section 5.11, Architectural Review: All buildings and related improvements constructed within the development shall be designed so as to be architecturally compatible with the remainder of the Development.
- The contents of Section 5.11 shall be in addition to any approvals required by any applicable governmental, quasi-governmental, or regulatory agency, or any other association to which the Lands are subject.
- Section 7, Page 7: District Counsel added verbiage under Aldi Ground Lease stating “The Aldi branded store on Tract S-4, that has been permitted and approved by the Village of Estero as of the date of this Amendment (“Village Approved”).”

Mr. Pires recommended Board approval of the documents and asked Mr. Zordan to elaborate on the Engineering aspect, to be followed by Developer and representatives from Aldi’s.

Mr. Zordan stated he recently asked the JEI Transportation Engineer John Glen to review the plans and email his comments to Counsel. As Mr. Pires stated the Developer’s responses are in bold in the document and the main issue was the streetlight pole and pedestal that must be relocated along the edge of the pavement. The Developer has agreed to all the terms so, from an Engineering standpoint, all is well.

Discussion ensued regarding the South Florida Water Management District (SFWMD) permit for a 5-year storm, the berm between the project site and the roadway, and the ERP for construction.

Josh Eisenhoff, of Eisenhoff & Associates, stated the whole infrastructure or development, including the permit required for construction, closed out with the District prior to certification closeout. So, the reconstruction may include constructing the berm per the approved plans, which appears to be complete; once the berm is constructed and certified, it should be a model for the 25-year storm at full buildout for the development. As future developments coming from all the parcels are formed, including cutting in swales, building the parking lots, and constructing the buildings, the pieces currently under construction are a stepping stone to the whole development, which was modeled for the 25-year storm. Asked

about the ultimate discharge point for the stormwater or surface water from the site, Mr. Eisenhoff stated it will go south of a new building and into the wetland area.

Discussion ensued regarding whether to approve the revised Aldi documents.

On MOTION by Mr. Dalton and seconded by Mr. Syroczyński, with all in favor, the Aldi Documents, including the Termination of Declaration of Covenants, Conditions and Restrictions of Stoneybrook Corner; the Grant of Easement from SBCDD to CC Properties Enterprise, LLC; and the Amendment to the Declaration of Covenants, Conditions and Restrictions for Corkscrew Pines; were approved.

Asked if the roads, with the modifications, meet Florida Department of Transportation (FDOT) requirements, and if he sees any issues with the existing proposal, Mr. Zordan stated Engineering does not see any issues with the existing proposal; the Transportation Engineer found that the documents are in accordance with local agency requirements.

Mr. Dalton asked if the new owner of the parcel will participate in the ongoing maintenance of the roads or if the Stoneybrook will be responsible for that, once the development project is completed. Mr. Pires stated the property owner has been paying non-ad valorem assessments and O&M assessments for several years. Mr. Adams concurred and stated the property owners did not participate in the bond issuance.

Discussion ensued regarding whether the CDD can adjust the millage rates to recover additional funds, the methodology report, the CDD piggybacking on the Developer's resurfacing roadwork to repave Newbridge Road to the Stoneybrook entrance, obtaining approval from the Village of Estero (VOE), timing concerns, estimated costs of repaving the 500' of CDD roadway, if the CDD should commence the process to repave the 500' of roadway as part of the Developer's mobilization, and establishing a not-to-exceed amount for the project.

Mr. Dalton motioned to proceed with the work. Mr. Brady seconded the motion.

An Aldi representative requested adding language to the motion such as making a good faith effort to cooperate and coordinate prior to the implementation of the road improvement work, in the event there are issues with the VOE, so it does not delay the road improvements that are already scheduled to commence.

Mr. Zordan will review the milling and paving of an additional 500’ of roadway, in conjunction with the Aldi project.

On MOTION by Mr. Dalton and seconded by Mr. Brady, with all in favor, authorizing Staff to enter into an agreement with a vendor for milling only of the roadway, from the back gate to Newbridge Road to the Stoneybrook entrance, in a not-to-exceed amount of \$75,000, and authorizing Staff to make a good faith effort to cooperate and coordinate prior to the implementation of the road improvement work, was approved.

NINTH ORDER OF BUSINESS

Approval of Minutes

A. November 24, 2025 Regular Meeting

Line 105: Change “Mr. Dalton” to “Mr. Brady”

Line 107: Change “car ports” to “carports”

Lines 120 and 121: Change “The Board preference was for a simple pedestrian sign and simple yield pedestrian crossing sign.” to “If the Board is required to have a sign, their preference is for a simple pedestrian crossing sign.”

Line 193: Change “Stonybrook” to “Stoneybrook”

Line 212: Delete entire line

Line 243: Delete “are”

Line 285: Change “Mr. Olive” to “Mr. Dalton”

On MOTION by Mr. Dalton and seconded by Mr. Brady, with all in favor, the November 24, 2025 Regular Meeting Minutes, as amended, were approved.

Mr. Olive joined into the meeting via telephone.

On MOTION by Mr. Dalton and seconded by Mr. Brady, with all in favor, authorizing Mr. Olive’s attendance and full participation, via telephone, due to exceptional circumstances, was approved.

B. December 9, 2025 Regular Meeting

Line 42: Change “Landcaster” to “Lancaster”

Line 102: Change “GulfScapes” to “Dorman landscaping”

Line 136: Change “working” to “worked with”

On MOTION by Mr. Brady and seconded by Mr. Dalton, with all in favor, the December 9, 2025 Regular Meeting Minutes, as amended, were approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Tony Pires, Esquire

I. Consideration of Approval of Documents Requested by CC Properties Enterprise, LLC and Midgard Self Storage Estero FL, LLC Associated with the Development of the Commercial Tracts Located at Corkscrew Road and Stoneybrook Golf Drive:

- a. Termination of Declaration of Covenants, Conditions and Restrictions of Stoneybrook Corner, Instr. #2007000198963, Public Records, Lee County, Florida**
- b. Amendment to the Declaration of Covenants, Conditions and Restrictions for Corkscrew Pines, Instr. #2024000133453, Public Records, Lee County, Florida**
- c. Grant of Easement from SBCDD to CC Properties Enterprise, LLC over an approximately 501.02 portion of Stoneybrook Golf Drive**

These items were presented following the Eighth Order of Business.

B. District Manager: Wrathell, Hunt and Associates, LLC

I. Performance Measures/Standards & Annual Reporting Form (for informational purposes)

II. Irrigation Reports

- a. High Irrigation Users**
- b. Irrigation Disconnect**

These items were included for informational purposes.

III. NEXT MEETING DATE: February 24, 2026 at 6:00 PM

- QUORUM CHECK**

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Olive asked about the fence. Mr. Willis stated he is coordinating with Carter Fence to review the scope of work and update the proposal at the approved amount to finalize and execute the contract. He confirmed that portions of the fence must be 42”.

Per Mr. Brady, Mr. Willis will elaborate on what portions of the fence must be 42”.

Mr. Dalton reported the following:

- He met with the adjuster of the CDD’s old insurance carrier and went over coverage for the cart barn roof, the roofs of the restroom between Holes 5 and 6, the restroom between Holes 14 and 15, the pumphouse and the maintenance facility. It will take a few weeks for them to make a decision. Mr. Dalton anticipates receiving approximately \$200,000 from the carrier.
- After the previous meeting, Mr. Dalton communicated with Mr. Pinder, went over the financials and expressed his concerns. Mr. Pinder acknowledged the reconciliation issues and attributes that to the Accounting team is having issues learning the QuickBooks online version and tailoring it with ForeUp. Mr. Dalton believes the financials were not reconciled for October, November and December 2025 and the Board does not know the exact revenue amounts of the golf course. Mr. Pinder agreed to send re-stated financials for the golf course before the next meeting. Mr. Dalton will follow up with Mr. Pinder to obtain additional information.
- After the last meeting, there was a social media post about resident comments about recent Board discussions regarding a potential assessment. He asked if the Board should draft a statement about the discussion and e-blast it to the community.

Mr. Dalton suggested including “Golf Course Financial Updates” as a discussion item on the next agenda.

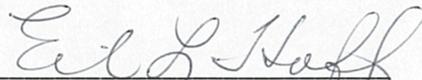
TWELFTH ORDER OF BUSINESS

Adjournment

<p>On MOTION by Mr. Brady and seconded by Mr. Dalton, with all in favor, the meeting adjourned at 10:09 a.m.</p>

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair