

# **CODDINGTON**

## **COMMUNITY DEVELOPMENT DISTRICT**

**June 22, 2022**

**BOARD OF SUPERVISORS**

**PUBLIC HEARING AND**

**REGULAR MEETING**

**AGENDA**

**Coddington 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**

June 15, 2022

Board of Supervisors  
Coddington Community Development District

Dear Board Members:

The Board of Supervisors of the Coddington Community Development District will hold a Public Hearing and Regular Meeting on June 22, 2022 at 10:00 a.m., at the Country Inn & Suites, Bradenton/Lakewood Ranch, 5610 Manor Hill Lane, Bradenton, Florida 34203. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Supervisor Ryan Zook (*the following will 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. Chapter 190, Florida Statutes
  - D. 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
  - E. Form 8B: Memorandum of Voting Conflict
4. Public Hearing on Adoption of Fiscal Year 2022/2023 Budget
  - A. Affidavit of Publication
  - B. Consideration of Resolution 2022-37, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date

**ATTENDEES:**

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

5. Consideration of Fiscal Year 2022/2023 Budget Funding Agreement
6. Consideration of Resolution 2022-07, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
7. Consideration of Acquisition of Phase 1 Utilities
8. Consideration of Acquisition of Stormwater & Roadway Improvements
9. Acceptance of Unaudited Financial Statements as of May 31, 2022
10. Approval of March 29, 2022 Public Hearing and Regular Meeting Minutes
11. Staff Reports
  - A. District Counsel: *KE Law Group, PLLC*
  - B. District Engineer: *Cavoli Engineering, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: July 27, 2022 at 10:00 A.M.

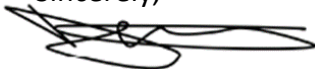
○ QUORUM CHECK

SEAT 1	CHRISTIAN COTTER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	MARY MOULTON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	ANDRE CARMACK	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	RYAN ZOOK	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	TY VINCENT	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

12. Board Members' Comments/Requests
13. Public Comments
14. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 909-7930.

Sincerely,



Daniel Rom  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 528 064 2804**

**CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

**4A**



Beaufort Gazette  
 Belleville News-Democrat  
 Bellingham Herald  
 Bradenton Herald  
 Centre Daily Times  
 Charlotte Observer  
 Columbus Ledger-Enquirer  
 Fresno Bee

The Herald - Rock Hill  
 Herald Sun - Durham  
 Idaho Statesman  
 Island Packet  
 Kansas City Star  
 Lexington Herald-Leader  
 Merced Sun-Star  
 Miami Herald

el Nuevo Herald - Miami  
 Modesto Bee  
 Raleigh News & Observer  
 The Olympian  
 Sacramento Bee  
 Fort Worth Star-Telegram  
 The State - Columbia  
 Sun Herald - Biloxi

Sun News - Myrtle Beach  
 The News Tribune Tacoma  
 The Telegraph - Macon  
 San Luis Obispo Tribune  
 Tri-City Herald  
 Wichita Eagle

# AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
83111	269133	Print Legal Ad - IPL0075125		\$184.86	1	78 L

**Attention:** Daphne Gillyard  
 Coddington CDD  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the Coddington Community Development District ("District") will hold a public hearing on June 22, 2022 at 10:00 a.m., at the Country Inn & Suites Bradenton/Lakewood Ranch, 5610 Manor Hill Lane, Bradenton, Florida 34203, for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ending September 30, 2022 ("Fiscal Year 2022/2023"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and Proposed Budget may be obtained by contacting the offices of the District Manager, Wrathell Hunt & Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the public hearing or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting and/or public hearing because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager  
 IPL0075125  
 Jun 29 2022

**THE STATE OF TEXAS  
 COUNTY OF DALLAS**

Before the undersigned authority personally appeared Ryan Dixon, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:

No. of Insertions: 2  
 Beginning Issue of: 06/02/2022  
 Ending Issue of: 06/09/2022

**THE STATE OF FLORIDA  
 COUNTY OF MANATEE**

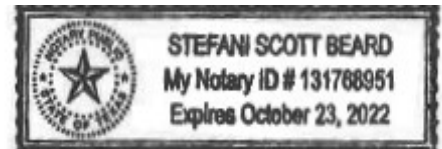
Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*Ryan Dixon*

Sworn to and subscribed before me this 9th day of June in the year of 2022

*Stefani Beard*

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
 Legal document please do not destroy!

# **CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

**4B**

## RESOLUTION 2022-37

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE CODDINGTON COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the Coddington Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Coddington Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.



The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**[CONTINUED ON NEXT PAGE]**

**PASSED AND ADOPTED THIS 22ND DAY OF JUNE, 2022.**

**ATTEST:**

**CODDINGTON COMMUNITY DEVELOPMENT  
DISTRICT**

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

By: \_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2022/2023 Budget(s)

**CODDINGTON  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2023**

**CODDINGTON  
COMMUNITY DEVELOPMENT DISTRICT  
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**CODDINGTON  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Proposed Budget
<b>REVENUES</b>	
Landowner contribution	\$ 95,990
Total revenues	95,990
<b>EXPENDITURES</b>	
<b>Professional &amp; administrative</b>	
Management/accounting/recording****	48,000
Legal	25,000
Engineering	2,000
Audit	5,000
Arbitrage rebate calculation*	500
Dissemination agent**	1,000
Trustee***	4,500
Telephone	150
Postage	500
Printing & binding	500
Legal advertising	1,750
Annual special district fee	175
Insurance	5,500
Contingencies/bank charges	500
Website	
Hosting & maintenance	705
ADA compliance	210
Total expenditures	95,990
Net increase/(decrease) of fund balance	-
Fund balance - beginning (unaudited)	-
Fund balance - ending (projected)	\$ -

\*This expense will be realized the year after the issuance of bonds.

\*\*This expense will be realized when bonds are issued

\*\*\*This expense is paid from the costs of issuance in the initial year. Thereafter, this will be a budgeted expense.

\*\*\*\* WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**CODDINGTON  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording****	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt &amp; Associates serves as dissemination agent.</p>	
Trustee	4,500
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	150
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	1,750
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	705
ADA compliance	210
Total expenditures	<u><u>\$ 95,990</u></u>

# **CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**



**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2022/2023 BUDGET FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and entered into this 22nd day of June, 2022, by and between:

**Coddington Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, and the developer of lands within the boundary of the District ("**Developer**") with a mailing address of 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750.

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for Fiscal Year 2022/2023, which year concludes on September 30, 2023; and

**WHEREAS**, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2022/2023 budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

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

1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments in the event of a funding deficit.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

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

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be

entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties execute this Agreement the day and year first written above.

**CODDINGTON COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

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

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

**Exhibit A**

Fiscal Year 2022/2023 General Fund Budget

# **CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2022-07**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE CODDINGTON COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Coddington Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

**WHEREAS**, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

**1. PRIMARY ADMINISTRATIVE OFFICE.** The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**2. PRINCIPAL HEADQUARTERS.** The District’s principal headquarters for purposes of establishing proper venue shall be located at \_\_\_\_\_, and within Manatee County, Florida.

**3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**



\_\_\_\_\_, 2022

Coddington Community Development District  
c/o Craig Wrathell, District Manager  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Coddington Phase 1 Utilities

Dear Craig,

Pursuant to the *Acquisition Agreement*, dated May 9, 2022 ("**Acquisition Agreement**"), by and between the Coddington Community Development District ("**District**") and Forestar (USA) Real Estate Group Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount of **\$2,053,608.63** which represents the actual cost of constructing and/or creating the Improvements. As of June 20, 2022, the Developer has paid **\$1,777,794.26** to the Contractor for the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts – at least the amount of **\$275,814.37** -- may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed under the Contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District will process the remaining **\$275,814.37** by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:  
**CODDINGTON COMMUNITY  
DEVELOPMENT DISTRICT**

Sincerely,  
**FORESTAR (USA) REAL ESTATE GROUP, LLC**

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

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

**EXHIBIT A**

**Description of Coddington Phase 1 Utilities Improvements**

All "Phase 1" wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon Tracts R-1, R-2, R-3 (Roadways), Tract Z (Lift Station Easement) and the Public Utility Easements, identified in the plat known as Coddington Phase I, recorded at Plat Book 73, Page 65, of the Public Records of Manatee County, Florida.

<b>Improvement</b>	<b>Total Amount</b>	<b>Amount Paid to Date</b>	<b>Balance to Finish</b>	<b>Retainage to Date</b>
<b>Wastewater</b>	\$1,242,551.87	\$1,076,195.16	\$46,779.47	\$119,577.24
<b>Potable Water</b>	\$436,716.41	\$377,590.14	\$17,171.81	\$41,954.46
<b>Reclaimed Water</b>	\$374,340.35	\$324,008.96	\$14,330.39	\$36,001.00
<b>TOTAL:</b>	<b>\$2,053,608.63</b>	<b>\$1,777,794.26</b>	<b>\$78,281.67</b>	<b>\$197,532.70</b>

**CORPORATE DECLARATION REGARDING COSTS PAID  
[CODDINGTON PHASE 1 UTILITIES IMPROVEMENT]**

**FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation ("**Developer**"), does hereby certify to the Coddington Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Engineer's Report*, dated January 13, 2022 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

**IN WITNESS WHEREOF**, the undersigned has executed this certificate for and on behalf of the Developer as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

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

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

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

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of Forestar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

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

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

**DISTRICT ENGINEER'S CERTIFICATE  
[CODDINGTON PHASE 1 UTILITIES IMPROVEMENTS]**

\_\_\_\_\_, 2022

Board of Supervisors  
Coddington Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Cavoli Engineering, Inc. ("**District Engineer**"), as District Engineer for the Coddington Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Forestar (USA) Real Estate Group Inc. ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated January 13, 2022 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

**CAVOLI ENGINEERING, INC.**

\_\_\_\_\_  
\_\_\_\_\_, P.E.  
Florida Registration No. \_\_\_\_\_  
District Engineer

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

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

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

(NOTARY SEAL)

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

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE**  
**[CODDINGTON PHASE 1 UTILITIES IMPROVEMENTS]**

**THIS ACKNOWLEDGMENT & RELEASE (“Release”)** is made to be effective the \_\_\_ day of \_\_\_\_\_, 2022, by **Central Site Development, LLC (“Contractor”)**, in favor of the **Coddington Community Development District (“District”)**, which is a local unit of special-purpose government situated in Manatee County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS**, pursuant to that certain \_\_\_\_\_ (“**Contract**”) dated \_\_\_\_\_ and between Contractor and Forestar (USA) Real Estate Group Inc., (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

**WHEREAS**, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the

appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed **\$275,814.37** (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

**CENTRAL SITE DEVELOPMENT, LLC**

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

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

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

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

(NOTARY SEAL)

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

**BILL OF SALE AND LIMITED ASSIGNMENT**  
**[CODDINGTON PHASE 1 UTILITIES IMPROVEMENTS]**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, with an address of 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 (“**Grantor**”), and **Coddington Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms “Grantor” and “Grantee” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, “**Property**”) as described below to have and to hold for Grantee’s own use and benefit forever:

- a) All “Phase 1” wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon Tracts R-1, R-2, R-3 (Roadways), Tract Z (Lift Station Easement) and the Public Utility Easements, identified in the plat known as Coddington Phase I, recorded at Plat Book 73, Page 65, of the Public Records of Manatee County, Florida.
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing improvements described above.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.



3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an “as is” basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**[CONTINUED ON FOLLOWING PAGE]**

DRAFT

**WHEREFORE**, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

**WITNESSES**

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

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

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

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

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

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



(NOTARY SEAL)

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

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

**BILL OF SALE**  
**[CODDINGTON PHASE 1 UTILITIES IMPROVEMENTS]**

KNOW ALL MEN BY THESE PRESENTS, that **CODDINGTON COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **MANATEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

All "Phases 1" wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon Tracts R-1, R-2, R-3 (Roadways), Tract Z (Lift Station Easement) and the Public Utility Easements, identified in the plat known as Coddington Phase I, recorded at Plat Book 73, Page 65, of the Official Records of Manatee County, Florida.

All on the property situate, lying and being in the County of Manatee, State of Florida.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above-described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

[CONTINUED ON NEXT PAGE]

**BILL OF SALE**  
**[CODDINGTON PHASE 1 UTILITIES IMPROVEMENTS]**  
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this \_\_\_\_ day of \_\_\_\_\_, 2022.

**WITNESSES:**

**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT**

Signature: \_\_\_\_\_

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

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

Its: Chairperson

Signature: \_\_\_\_\_

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

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

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

WHEREFORE, the County and Seller have executed this Bill of Sale as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MANATEE COUNTY, a political  
subdivision of the State of Florida**

By: Board of County Commissioners

By: \_\_\_\_\_  
County Administrator

STATE OF: Florida  
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Scott Hopes (County Administrator) for and on behalf of the Manatee County Board of County Commissioners **who is personally known to me** or has produced N/A as identification

\_\_\_\_\_  
NOTARY PUBLIC Signature

\_\_\_\_\_  
Printed Name

# **CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

**8**

\_\_\_\_\_, 2022

Coddington Community Development District  
c/o Craig Wrathell, District Manager  
Wrathell Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Coddington Phase 1 Roadway & Stormwater  
Improvements

Dear Craig,

Pursuant to the *Acquisition Agreement*, effective May 9, 2022 (“**Acquisition Agreement**”), by and between the Coddington Community Development District (“**District**”) and Forestar (USA) Real Estate Group Inc. (“**Developer**”), you are hereby notified that the Developer has completed, or partially completed, and wishes to sell (“**Sale**”) to the District certain “**Improvements**” as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from future bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- The parties agree that certain portions of the Improvements may only be partially complete, as indicated in **Exhibit A**, and the Developer agrees to complete and convey, and the District agrees to acquire, the balance of any unfinished Improvements at the time of completion of such Improvements and pursuant to the Acquisition Agreement.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Developer acknowledges any balance to finish and/or retainage shall be requisitioned by the District for payment to the Developer only upon notice from the District Engineer that such amounts have been paid for by Developer to the contractor.
- The Improvements are being conveyed to the District in their as-is condition, without representation or warranty of any kind from Developer. The District agrees that Developer shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Improvements, latent or otherwise, or on account of any other conditions affecting the Improvements, as the District is purchasing the Improvements “**AS IS, WHERE IS, AND “WITH ALL FAULTS**”. The District, on its own behalf and on behalf of anyone claiming by, through or

under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Developer from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Developer, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Improvements, including, without limitation, the physical condition of the Improvements, the environmental condition of the Improvements, the entitlements for the Improvements, any hazardous materials that may be on or within the Improvements and any other conditions existing, circumstances or events occurring on, in, about or near the Improvements whether occurring before, after or at the time of transfer of the Improvements. Developer shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Improvements.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:  
**CODDINGTON COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

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



**EXHIBIT A**

Description of Coddington Phase 1 Roadway and Stormwater Improvements

**Coddington Phase 1 Roadways** - All roads, pavement, curbing and other physical improvements within the rights-of-way located in Tract R-1 and R-3, as identified on the plat entitled, *Coddington Phase 1*, as recorded at Plat Book 73, Pages 65-80, of the Official Records of Manatee County, Florida.

**Coddington Phase 1 Surface Water Management** – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within Tracts D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, W-1, W-2, W-3 and W-4, as identified on the plat entitled, *Coddington Phase 1*, as recorded at Plat Book 73, Pages 65-80, of the Official Records of Manatee County, Florida.

<b>Improvement</b>	<b>Total Amount</b>	<b>Amount Paid to Date</b>	<b>Balance to Finish</b>	<b>Retainage to Date</b>
<b>Roadway</b>	\$966,480.86	\$825,540.54	\$39,472.46	\$101,467.86
<b>Storm Water</b>	\$2,009,029.58	\$1,799,965.93	\$0.00	\$209,063.65
<b>TOTAL:</b>	<b>\$2,975,510.44</b>	<b>\$2,625,506.47</b>	<b>\$39,472.46</b>	<b>\$310,531.51</b>

**CORPORATE DECLARATION REGARDING COSTS PAID  
CODDINGTON PHASE 1 ROADWAY AND STORMWATER IMPROVEMENTS**

**FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation ("**Developer**"), the developer of certain lands within the Coddington Phase 1 ("**Development**"), does hereby certify to the Coddington Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Engineer's Report*, dated January 13, 2022 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

**IN WITNESS WHEREOF**, the undersigned has executed this certificate for and on behalf of the Developer as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

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

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

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

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of Forestar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

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

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

**DISTRICT ENGINEER'S CERTIFICATE**  
**CODDINGTON PHASE 1 ROADWAY AND STORMWATER IMPROVEMENTS**

\_\_\_\_\_, 2022

Board of Supervisors  
Coddington Community Development District

Re: Coddington Community Development District  
Acquisition of Improvements – Coddington Phase 1 Roadway and Stormwater Improvements

Ladies and Gentlemen:

The undersigned, a representative of Cavoli Engineering, Inc. ("**District Engineer**"), as engineer for the Coddington Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Forestar (USA) Real Estate Group Inc., a Delaware corporation ("**Developer**") of the "**Improvements**," as further described in **Exhibit A** attached hereto, and in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed and observed construction of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated January 13, 2022 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in substantial accordance with their specifications, and are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify to the best of my knowledge, information and belief and that it is appropriate at this time to acquire the Improvements.

I declare that I have read the foregoing District Engineer's Certificate and the facts alleged are true and correct to the best of my knowledge and belief.

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

**CAVOLI ENGINEERING, INC.**

\_\_\_\_\_

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

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

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

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

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

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

DRAFT

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE  
CODDINGTON PHASE 1 ROADWAY & STORMWATER IMPROVEMENTS**

**THIS ACKNOWLEDGMENT & RELEASE (“Release”)** is made the \_\_\_ day of \_\_\_\_\_, 2022, by **Central Site Development, LLC**, having a mailing address 213 Providence Road, Brandon, Florida 33511 (“**Contractor**”), in favor of the **Coddington Community Development District (“District”)**, which is a local unit of special-purpose government situated in Manatee County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS**, pursuant to that certain *Florida Independent Contractor Agreement For Land Development (Fixed Price Award)*, dated \_\_\_\_\_, and between Contractor and Forestar (USA) Real Estate Group Inc., a Delaware corporation (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

**WHEREAS**, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands

that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

**CENTRAL SITE DEVELOPMENT, LLC**

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

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

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

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

(NOTARY SEAL)

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

**BILL OF SALE**  
**CODDINGTON PHASE 1 ROADWAY AND STORMWATER IMPROVEMENTS**

**THIS BILL OF SALE** is made to be effective as of the \_\_\_ day of \_\_\_\_\_, 2022, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, whose address for purposes hereof is 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 (“**Grantor**”), and for good and valuable consideration, to it paid by the **Coddington Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Wrathell Hunt & Associations, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms “Grantor” and “Grantee” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvement and other property interests as described below to have and to hold for Grantee’s own use and benefit forever (together, “**Property**”):

- a. **Improvements** - All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the improvements identified in **Exhibit A**.
- b. **Work Product** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.
- c. **Additional Rights** - All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing work product and improvements.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under Grantor.



3. The Improvements are being conveyed to the District in their as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Improvements, latent or otherwise, or on account of any other conditions affecting the Improvements, as the District is purchasing the Improvements **“AS IS, WHERE IS”, AND “WITH ALL FAULTS”**. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Improvements, including, without limitation, the physical condition of the Improvements, the environmental condition of the Improvements, the entitlements for the Improvements, any hazardous materials that may be on or within the Improvements and any other conditions existing, circumstances or events occurring on, in, about or near the Improvements whether occurring before, after or at the time of transfer of the Improvements. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Improvements.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**[CONTINUED ON FOLLOWING PAGE]**

**WHEREFORE**, the foregoing Bill of Sale is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

**WITNESSES**

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

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

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

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

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

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of Forestar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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

**EXHIBIT A:** Description of Property

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

KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

(This space reserved for Clerk)

### **SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made to be effective as of the \_\_\_\_ day of \_\_\_\_\_ 2022, by and between:

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"); and

**Coddington Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**Grantee**").

(Wherever used herein, the terms "Grantor(s)" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

### **SPECIAL WARRANTY GRANT OF FEE TITLE**

WITNESS THAT GRANTOR(S), for good and valuable consideration to them in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor(s) have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Hillsborough, State of Florida, and more particularly below ("**Property**"):

**Tract R-1 and R-3, Coddington Phase 1, as recorded at Plat Book 73, Pages 65-80, of the Official Records of Manatee County, Florida.**

**Tracts D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, W-1, W-2, W-3 and W-4, Coddington Phase 1, as recorded at Plat Book 73, Pages 65-80, of the Official Records of Manatee County, Florida.**

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor(s) hereby covenant with said Grantee that the Grantor(s), either individually or together, are lawfully seized of said land in fee simple and that the Grantor(s) have good right and lawful

authority to sell and convey said land. Further, the Grantor(s) hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor(s), but against none other. Additionally, the Grantor(s) warrant that they have complied with the provisions of Section 196.295, *Florida Statutes*.

#### **RESERVATION OF EASEMENT**

GRANTOR(S) hereby reserve unto themselves and their successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor(s) and their successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property and Easement areas, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property and Easement areas; provided, however, that Grantor(s)' reservation of rights hereunder shall not be deemed to impose any obligations on Grantor(s) to maintain, repair or replace any part of the Property or Easement areas or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

**WITNESS**

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

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of **Forestar (USA) Real Estate Group Inc.** who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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

**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.**

This instrument was prepared by:

KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

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**EASEMENT AGREEMENT  
[CODDINGTON PHASE 1]**

**THIS EASEMENT AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and among:

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"); and

**Coddington Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**WITNESSETH:**

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

**WHEREAS**, by virtue of those certain plats recorded in the Public Records of Manatee County, to wit: the Plat of *Coddington Phase 1*, as recorded in Plat Book 73, Pages 65 et seq., inclusive ("**Plat**"), Grantor reserved to itself the right to dedicate and/or dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plats; and

**WHEREAS**, Grantor desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

**WHEREAS**, Grantor and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

**WHEREAS**, the District has requested that Grantor grant to the District a perpetual easement over the Easement Areas and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

**NOW THEREFORE**, for 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 Easement Agreement.

2. **Grant of Non-Exclusive Easement**. Grantor hereby to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below ("**Easement Areas**") to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, "**Easement**"):

- (a) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within all drainage easement areas including those labeled "District Drainage Easement" and "Private Drainage and Access Easement," as identified on the Plat.

3. **Inconsistent Use**. Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights**. This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect**. This Easement 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 shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default**. A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement**. In the event that either District or Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **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 Easement 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 at the addresses first set forth above (or to such other place as any party may by notice to the others specify). 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 the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

**9. Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

**10. Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in Manatee County, Florida.

**11. Public Records.** Grantor understands and agrees that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

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

**13. Binding Effect.** This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

**14. 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 Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

**15. Amendments.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

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



17. **Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**[SIGNATURES ON NEXT PAGE]**

DRAFT

**IN WITNESS WHEREOF**, Grantor and Grantee have caused these presents to be executed on the day and year first above written.

**WITNESSES**

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

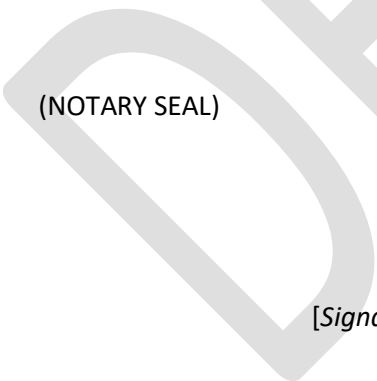
By: \_\_\_\_\_  
Name: \_\_\_\_\_

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

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

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

*[Signatures continue on following page]*

**WITNESSES**

**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of the Coddington Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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

**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.**

# **CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**

**CODDINGTON  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MAY 31, 2022**

**CODDINGTON  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MAY 31, 2022**

	General Fund	Total Governmental Funds
<b>ASSETS</b>		
Cash	\$ 19,567	\$ 19,567
Undeposited funds	5,812	5,812
Total assets	\$ 25,379	\$ 25,379
 <b>LIABILITIES AND FUND BALANCES</b>		
Liabilities:		
Accounts payable	\$ 19,199	\$ 19,199
Due to other	180	180
Landowner advance	6,000	6,000
Total liabilities	25,379	25,379
 Fund balances:		
Unassigned	-	-
Total fund balances	-	-
 Total liabilities and fund balances	 \$ 25,379	 \$ 25,379

**CODDINGTON  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MAY 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ 5,812	\$ 19,379	\$ 70,590	27%
Total revenues	<u>5,812</u>	<u>19,379</u>	<u>70,590</u>	27%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording*	2,000	10,000	28,000	36%
Legal	-	-	25,000	0%
Appraisal services	-	5,000	-	N/A
Engineering	-	-	2,000	0%
Telephone	16	83	150	55%
Postage	-	-	500	0%
Printing & binding	41	208	375	55%
Legal advertising	3,705	4,038	6,500	62%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	50	50	500	10%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>5,812</u>	<u>19,379</u>	<u>70,590</u>	27%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	-	-	-	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

\*WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

# **CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

**10**



DRAFT

MINUTES OF MEETING  
CODDINGTON COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Coddington Community Development District held a Public Hearing and Regular Meeting on March 29, 2022, at 11:00 a.m., at the Country Inn & Suites, Bradenton/Lakewood Ranch, 5610 Manor Hill Lane, Bradenton, Florida 34203.

**Present at the meeting were:**

Christian Cotter	Chair
Ty Vincent	Assistant Secretary
Andre Carmack	Assistant Secretary

**Also present were:**

Daniel Rom	District Manager
Jere Earlywine (via telephone)	District Counsel
Cynthia Wilhelm (via telephone)	Bond Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 11:02 a.m. Supervisors Cotter, Carmack and Vincent were present. Supervisors Zook and Moulton were not present. He noted that, for quorum purposes, the Oath of Office was administered to Mr. Vincent prior to the meeting.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Supervisors Ty Vincent and Ryan Zook (*the following will be provided in a separate package*)**

This item was addressed during the first order of business.

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Chapter 190, Florida Statutes**
- D. Financial Disclosure Forms**

- 40 I. Form 1: Statement of Financial Interests
- 41 II. Form 1X: Amendment to Form 1, Statement of Financial Interests
- 42 III. Form 1F: Final Statement of Financial Interests
- 43 E. Form 8B: Memorandum of Voting Conflict

44

45 **FOURTH ORDER OF BUSINESS** **Public Hearing on Adoption of Fiscal Year**  
 46 **2021/2022 Budget**

47

48 **A. Affidavit of Publication**

49 The affidavit of publication was included for informational purposes.

50 **B. Consideration of Resolution 2022-33, Relating to the Annual Appropriations and**  
 51 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2021, and Ending**  
 52 **September 30, 2022; Authorizing Budget Amendments; and Providing an**  
 53 **Effective Date**

54 Mr. Rom presented the proposed Fiscal Year 2021/2022 budget.

55

56 **On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the**  
 57 **Public Hearing was opened.**

58

59 There were no public comments.

60

61 **On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the**  
 62 **Public Hearing was closed.**

63

64

65 Mr. Rom presented Resolution 2022-33 and read the title.

66

67 **On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor,**  
 68 **Resolution 2022-33, Relating to the Annual Appropriations and Adopting the**  
 69 **Budgets for the Fiscal Year Beginning October 1, 2021, and Ending September**  
 70 **30, 2022; Authorizing Budget Amendments; and Providing an Effective Date,**  
 71 **was adopted.**

72

73

74 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2022-34,**  
 75 **Delegating to the Chairman of the Board of**  
 76 **Supervisors of Coddington Community**

77 Development District (the "District") the  
 78 Authority to Approve the Sale, Issuance and  
 79 Terms of Sale of Coddington Community  
 80 Development District Capital Improvement  
 81 Revenue Bonds, Series 2022, as a Single  
 82 Series of Bonds Under the Master Trust  
 83 Indenture (the "Series 2022 Bonds") in  
 84 Order to Finance the Capital Improvement  
 85 Plan; Establishing the Parameters for the  
 86 Principal Amounts, Interest Rates, Maturity  
 87 Dates, Redemption Provisions and Other  
 88 Details Thereof; Approving the Form of and  
 89 Authorizing the Chairman to Accept the  
 90 Bond Purchase Contract for the Series 2022  
 91 Bonds; Approving a Negotiated Sale of the  
 92 Series 2022 Bonds to the Underwriter;  
 93 Approving the Forms of the Master Trust  
 94 Indenture and First Supplemental Trust  
 95 Indenture and Authorizing the Execution  
 96 and Delivery Thereof by Certain Officers of  
 97 the District; Appointing a Trustee, Paying  
 98 Agent and Bond Registrar for the Series  
 99 2022 Bonds; Approving the Form of the  
 100 Series 2022 Bonds; Approving the Form of  
 101 and Authorizing the Use of the Preliminary  
 102 Limited Offering Memorandum and Limited  
 103 Offering Memorandum Relating to the  
 104 Series 2022 Bonds; Approving the Form of  
 105 the Continuing Disclosure Agreement  
 106 Relating to the Series 2022 Bonds;  
 107 Authorizing Certain Officers of the District  
 108 to Take All Actions Required and to Execute  
 109 and Deliver All Documents, Instruments and  
 110 Certificates Necessary in Connection With  
 111 the Issuance, Sale and Delivery of the Series  
 112 2022 Bonds; Authorizing the Vice Chairman  
 113 and Assistant Secretaries to Act in the Stead  
 114 of the Chairman or the Secretary, as the  
 115 Case May Be; Specifying the Application of  
 116 the Proceeds of the Series 2022 Bonds;  
 117 Authorizing Certain Officers of the District  
 118 to Take All Actions and Enter into All  
 119 Agreements Required In Connection With  
 120 the Acquisition And Construction of the  
 121 Capital Improvement Plan; and Providing an  
 122 Effective Date

123 Ms. Wilhelm presented Resolution 2022-34, which accomplishes the following: :

124 ➤ Delegates authority to enter into a bond purchase contract to the Chair, so long as the  
125 terms of the purchase contract are within the parameters attached to the Resolution.

126 ➤ Approves the forms of documents needed to market and sell the bonds, including the  
127 Bond Purchase Contract, the Master and Supplemental Trust Indentures, the Preliminary Limited  
128 Offering Memorandum (PLOM) and Continuing Disclosure Agreement (CDA).

129 Ms. Wilhelm reviewed the Schedule I Parameters, including the Maximum Principal  
130 Amount, Maximum Coupon Rate, Underwriting Discount, Not to Exceed (NTE) Maturity Date and  
131 the Redemption Provisions.

132

133 **On MOTION by Mr. Carmack and seconded by Mr. Cotter, with all in favor,**  
134 **Resolution 2022-34, Delegating to the Chairman of the Board of Supervisors of**  
135 **Coddington Community Development District (the "District") the Authority to**  
136 **Approve the Sale, Issuance and Terms of Sale of Coddington Community**  
137 **Development District Capital Improvement Revenue Bonds, Series 2022, as a**  
138 **Single Series of Bonds Under the Master Trust Indenture (the "Series 2022**  
139 **Bonds") in Order to Finance the Capital Improvement Plan; Establishing the**  
140 **Parameters for the Principal Amounts, Interest Rates, Maturity Dates,**  
141 **Redemption Provisions and Other Details Thereof; Approving the Form of and**  
142 **Authorizing the Chairman to Accept the Bond Purchase Contract for the Series**  
143 **2022 Bonds; Approving a Negotiated Sale of the Series 2022 Bonds to the**  
144 **Underwriter; Approving the Forms of the Master Trust Indenture and First**  
145 **Supplemental Trust Indenture and Authorizing the Execution and Delivery**  
146 **Thereof by Certain Officers of the District; Appointing a Trustee, Paying Agent**  
147 **and Bond Registrar for the Series 2022 Bonds; Approving the Form of the Series**  
148 **2022 Bonds; Approving the Form of and Authorizing the Use of the Preliminary**  
149 **Limited Offering Memorandum and Limited Offering Memorandum Relating to**  
150 **the Series 2022 Bonds; Approving the Form of the Continuing Disclosure**  
151 **Agreement Relating to the Series 2022 Bonds; Authorizing Certain Officers of**  
152 **the District to Take All Actions Required and to Execute and Deliver All**  
153 **Documents, Instruments and Certificates Necessary in Connection With the**  
154 **Issuance, Sale and Delivery of the Series 2022 Bonds; Authorizing the Vice**  
155 **Chairman and Assistant Secretaries to Act in the Stead of the Chairman or the**  
156 **Secretary, as the Case May Be; Specifying the Application of the Proceeds of the**  
157 **Series 2022 Bonds; Authorizing Certain Officers of the District to Take All**  
158 **Actions and Enter into All Agreements Required In Connection With the**  
159 **Acquisition And Construction of the Capital Improvement Plan; and Providing an**  
160 **Effective Date, was adopted.**

161

162

163 **SIXTH ORDER OF BUSINESS**

164 **Consideration of Resolution 2022-35,**  
165 **Setting Forth the Specific Terms of the**  
166 **District’s Capital Improvement Revenue**  
167 **Bonds, Series 2022 (“Series 2022 Bonds”);**  
168 **Making Certain Additional Findings and**  
169 **Confirming and/or Adopting A**  
170 **Supplemental Engineer’s Report and a**  
171 **Supplemental Assessment Report;**  
172 **Delegating Authority to Prepare Final**  
173 **Reports and Update this Resolution;**  
174 **Confirming the Maximum Assessment Lien**  
175 **Securing the Bonds; Addressing the**  
176 **Allocation and Collection of the**  
177 **Assessments Securing the Series 2022**  
178 **Bonds; Addressing Prepayments;**  
179 **Addressing True-Up Payments; Providing**  
180 **for the Supplementation of the**  
181 **Improvement Lien Book; and Providing for**  
182 **Conflicts, Severability and an Effective Date**

183 Mr. Rom presented Resolution 2022-35 and read the title.

184 Mr. Earlywine stated this Resolution accomplishes the following:

- 185 ➤ Finalizes and adopts the assessments securing the bonds.
- 186 ➤ Authorizes Staff to adjust the assessments and attach the final Supplemental Assessment
- 187 Report based on the pricing.
- 188 ➤ Contemplates the Supplemental Reports, including Engineer’s Report dated January 13,
- 189 2022, the Preliminary Master Special Assessment Report and Supplemental Assessment Report.

191 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor,**  
 192 **Resolution 2022-35, Setting Forth the Specific Terms of the District’s Capital**  
 193 **Improvement Revenue Bonds, Series 2022 (“Series 2022 Bonds”); Making**  
 194 **Certain Additional Findings and Confirming and/or Adopting A Supplemental**  
 195 **Engineer’s Report and a Supplemental Assessment Report; Delegating Authority**  
 196 **to Prepare Final Reports and Update this Resolution; Confirming the Maximum**  
 197 **Assessment Lien Securing the Bonds; Addressing the Allocation and Collection**  
 198 **of the Assessments Securing the Series 2022 Bonds; Addressing Prepayments;**  
 199 **Addressing True-Up Payments; Providing for the Supplementation of the**  
 200 **Improvement Lien Book; and Providing for Conflicts, Severability and an**  
 201 **Effective Date, and authorizing Staff to facilitate execution and**  
 202 **supplementation after the pricing, was adopted.**

203  
204

205 **SEVENTH ORDER OF BUSINESS** **Consideration of Forms of Issuer’s Counsel**  
 206 **Documents**

207  
 208 Mr. Earlywine reviewed each of the following Issuer’s Counsel documents :

- 209 **A. Acquisition Agreement**
- 210 **B. Collateral Assignment**
- 211 **C. Completion Agreement**
- 212 **D. Declaration of Consent**
- 213 **E. Disclosure of Public Finance**
- 214 **F. True-Up Agreement**

215

216 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, the**  
 217 **Forms of Issuer’s Counsel Documents A through F, in substantial form, were**  
 218 **approved.**

219  
 220

221 **EIGHTH ORDER OF BUSINESS** **Consideration of Resolution 2022-36,**  
 222 **Approving a Proposed Budget for Fiscal**  
 223 **Year 2022/2023 and Setting a Public**  
 224 **Hearing Thereon Pursuant to Florida Law;**  
 225 **Addressing Transmittal, Posting and**  
 226 **Publication Requirements; Addressing**  
 227 **Severability; and Providing for an Effective**  
 228 **Date**

229  
 230 Mr. Rom presented Resolution 2022-36. He reviewed the proposed Fiscal Year 2023  
 231 budget. He would confer with Mr. Wrathell regarding adding assessment collection fees and a  
 232 bond issuance fee to the proposed Fiscal Year 2023 budget, if assessments are placed on the tax  
 233 roll. Mr. Earlywine discussed sending Mailed Notices to property owners.

234

235 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor,**  
 236 **Resolution 2022-36, Approving a Proposed Budget for Fiscal Year 2022/2023, as**  
 237 **amended if necessary, and Setting a Public Hearing Thereon Pursuant to Florida**  
 238 **Law for June 22, 2022 at 10:00 a.m., at the Country Inn & Suites,**  
 239 **Bradenton/Lakewood Ranch, 5610 Manor Hill Lane, Bradenton, Florida 34203;**  
 240 **Addressing Transmittal, Posting and Publication Requirements; Addressing**  
 241 **Severability; and Providing for an Effective Date, was adopted.**

242  
 243

244 **NINTH ORDER OF BUSINESS** **Consideration of Resolution 2022-07,**  
 245 **Designating the Primary Administrative**  
 246 **Office and Principal Headquarters of the**  
 247 **District and Providing an Effective Date**  
 248

249 This item was deferred.

250

251 **TENTH ORDER OF BUSINESS** **Acquisition of Work Product and**  
 252 **Improvements**  
 253

254 Mr. Earlywine asked the Board to authorize Staff to prepare the necessary conveyance  
 255 documents for any items in the insurance report, up to the amounts set forth in the insurance  
 256 report.  
 257

258 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor,**  
 259 **authorizing Staff to prepare conveyance documents, facilitate execution and**  
 260 **recordation, in connection with the Acquisition of Work Product and**  
 261 **Improvements contained in the Insurance Report, was approved.**

262

263

264 **ELEVENTH ORDER OF BUSINESS** **Discussion: Agenda Hardcopies or Electronic**  
 265

266 Mr. Rom asked if the preference is for hardcopy or electronic agendas.

267 The Board Members voiced their preference for electronic agendas.

268

269 **TWELFTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
 270 **Statements as of February 28, 2022**  
 271

272 Mr. Rom presented the Unaudited Financial Statements as of February 28, 2022.

273

274 **On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the**  
 275 **Unaudited Financial Statements as of February 28, 2022, were accepted.**

276

277

278 **THIRTEENTH ORDER OF BUSINESS** **Approval of Minutes**  
 279

280 **A. March 2, 2022 Landowners' Meeting**

281 **B. March 2, 2022 Public Hearings and Regular Meeting**

282

283 Mr. Rom presented the March 2, 2022 Landowners’ Meeting and March 2, 2022 Public  
284 Hearings and Regular Meeting Minutes.

285

286 **On MOTION by Mr. Carmack and seconded by Mr. Cotter, with all in favor, the**  
287 **March 2, 2022 Landowners’ Meeting and March 2, 2022 Public Hearings and**  
288 **Regular Meeting Minutes, as presented, were approved.**

289

290

291 **FOURTEENTH ORDER OF BUSINESS**

**Staff Reports**

292

293 **A. District Counsel: *KE Law Group, PLLC***

294 Mr. Earlywine reported the following:

295 ➤ The bond validation hearing occurred yesterday and the Court approved the judgement.

296 ➤ The appeal period will run through late April and the bonds could be issued by the  
297 second week of May.

298 ➤ Once approval of the offering statement is obtained, the bond closing could be  
299 scheduled in mid to late May.

300 **B. District Engineer: *Cavoli Engineers, Inc.***

301 There was no report.

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

303 • **NEXT MEETING DATE: April 27, 2022 at 10:00 A.M.**

304 ○ **QUORUM CHECK**

305 The April 27, 2022 meeting will be cancelled unless an issue arises. The next meeting  
306 would likely be held on June 22, 2022.

307

308 **FIFTEENTH ORDER OF BUSINESS**

**Board Members’ Comments/Requests**

309

310 There were no Board Members’ comments or requests.

311

312 **SIXTEENTH ORDER OF BUSINESS**

**Public Comments**

313

314 There were no public comments.

315

316 **SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

317



318           There being nothing further to discuss, the meeting adjourned.

319

320           **On MOTION by Mr. Carmack and seconded by Mr. Vincent, with all in favor, the**  
321           **meeting adjourned at 11:23 a.m.**

322

323

324

325

326

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

327  
328  
329  
330  
331  
332

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Secretary/Assistant Secretary

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Chair/Vice Chair

**CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

**11C**

**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE**

**LOCATION**

*Country Inn & Suites, Bradenton/Lakewood Ranch, 5610 Manor Hill Lane  
Bradenton, Florida 34203*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>April 27, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>May 25, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>June 22, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>July 27, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>August 24 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>September 28, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>