

**MANGROVE POINT
AND
MANGROVE MANOR
COMMUNITY DEVELOPMENT
DISTRICT**

August 12, 2022

**BOARD OF SUPERVISORS
PUBLIC HEARINGS AND
REGULAR MEETING AGENDA**

**Mangrove Point and Mangrove Manor
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**

August 5, 2022

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Board of Supervisors
Mangrove Point and Mangrove Manor Community Development District

Dear Board Members:

The Board of Supervisors of the Mangrove Point and Mangrove Manor Community Development District will hold Multiple Public Hearings and a Regular Meeting on August 12, 2022 at 10:00 A.M., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2022/2023 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2022-39, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date
4. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2022/2023, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2022-40, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
5. Consideration of District Agreement with the Hillsborough County Tax Collector

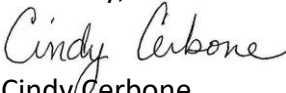
- 6. Consideration of HOA Maintenance Agreement
- 7. Ratification Items
 - A. Letter Agreement for Acquisition of Mangrove Manor Stormwater Improvements
 - B. Letter Agreement for Acquisition of Mangrove Point Roadways & Stormwater Improvements
 - C. Stormwater Management Needs Analysis
- 8. Acceptance of Unaudited Financial Statements as of June 30, 2022
- 9. Approval of May 13, 2022, Regular Meeting Minutes
- 10. Staff Reports
 - A. District Counsel: *KE Law Group, PLLC*
 - B. District Engineer (Interim): *Halff Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: September 9, 2022 at 10:00 A.M.

○ QUORUM CHECK

CHRISTIAN COTTER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
MARY MOULTON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
ANDRE CARMACK	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
TY VINCENT	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
RYAN ZOOK	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

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

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

Sincerely,

Cindy Carbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 801 901 3513

**MANGROVE POINT AND
MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

3A

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Hillsborough

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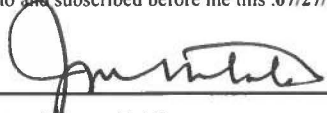
Before the undersigned authority personally appeared **Judy Allen** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Notice of FY2023 Budget & O&M Hearing** was published in said newspaper by print in the issues of: **7/20/22, 7/27/22** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hillsborough** County, Florida and that the said newspaper has heretofore been continuously published in said **Hillsborough** County, Florida each day and has been entered as a second class mail matter at the post office in said **Hillsborough** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she 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.



Signature Affiant

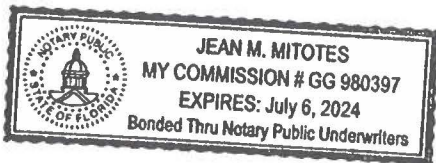
Sworn to and subscribed before me this **.07/27/2022**



Signature of Notary Public

Personally known _____ X _____ or produced identification

Type of identification produced _____



MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Mangrove Point and Mangrove Manor Community Development District ("District") will hold the following two public hearings and a regular meeting on August 12, 2022, at 10:00 a.m., at Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610. The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). The second public hearing is being held pursuant to Chapters 190, 197,

and/or 170, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2022/2023; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M Assessment (1)
Townhome	286	0.60	\$187.08
Single Family 50'	98	1.00	\$311.80
Unplatted Acres	22	4.77	\$1,488.14

(1) Annual O&M Assessment include County collection costs and early payment discounts.

The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT**

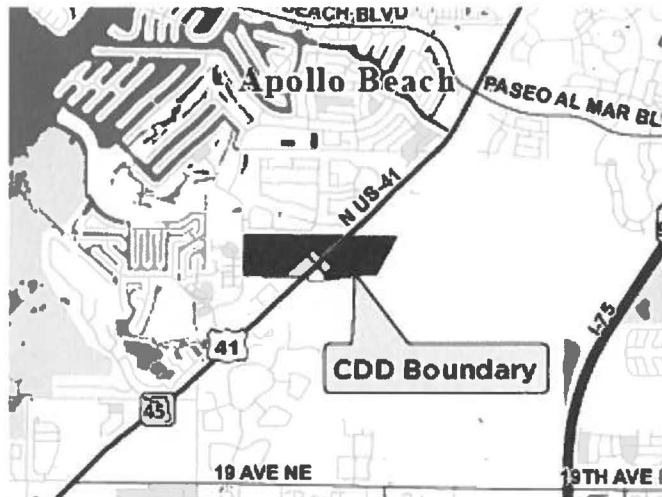
BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting the District's Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District Manager's Office"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations 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. Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings 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. If you have any questions, please do not hesitate to contact the District Manager's Office.

District Manager



**MANGROVE POINT AND
MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

3B

RESOLUTION 2022-39

THE ANNUAL APPROPRIATION RESOLUTION OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS 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 (15th) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the Mangrove Point and Mangrove Manor 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 1st 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 MANGROVE POINT AND MANGROVE MANOR 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 Mangrove Point and Mangrove Manor 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.

PASSED AND ADOPTED THIS 12TH DAY OF AUGUST, 2022.

ATTEST:

**MANGROVE POINT AND MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

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

**MANGROVE POINT & MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**MANGROVE POINT & MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT
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**MANGROVE POINT & MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Proposed Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 84,061
Allowable discounts (4%)	-				(3,362)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	80,699
Assessment levy: off-roll	-	-	-	-	30,283
Landowner contribution	79,348	8,289	82,916	91,205	-
Total revenues	<u>79,348</u>	<u>8,289</u>	<u>82,916</u>	<u>91,205</u>	<u>110,982</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	36,000	8,000	32,000	40,000	48,000
Legal	25,000	-	25,000	25,000	15,000
Engineering	2,000	-	2,000	2,000	10,000
Engineering - stormwater reporting	-	-	2,500	2,500	-
Audit	-	-	-	-	6,000
Arbitrage rebate calculation*	-	-	-	-	750
Dissemination agent*	583	-	583	583	1,000
Trustee*	-	-	-	-	5,500
Telephone	200	80	120	200	200
Postage	500	-	500	500	500
Printing & binding	500	200	300	500	500
Legal advertising	6,500	11,857	-	11,857	2,000
Annual special district fee	175	-	175	175	175
Insurance	5,500	-	5,500	5,500	5,500
Contingencies/bank charges	500	-	500	500	500
Tax Collector	-	-	-	-	2,942
Website hosting & maintenance	1,680	1,680	-	1,680	705
Website ADA compliance	210	-	210	210	210
Total expenditures	<u>79,348</u>	<u>21,817</u>	<u>69,388</u>	<u>91,205</u>	<u>99,482</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(13,528)	13,528	-	11,500
Fund balance - beginning (unaudited)	-	-	(13,528)	-	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	11,500
Unassigned	-	(13,528)	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (13,528)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11,500</u>

*These items will be realized when bonds are issued

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

**MANGROVE POINT & MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (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	15,000
<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	10,000
<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	6,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	750
<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 & Associates serves as dissemination agent.</p>	
Trustee*	5,500
Telephone	200
Postage	500
<p>Telephone and fax machine.</p>	
Printing & binding	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Legal advertising	2,000
<p>Letterhead, envelopes, copies, agenda packages</p>	
Annual special district fee	175
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Insurance	5,500
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Tax Collector	2,942
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u><u>\$ 99,482</u></u>

**MANGROVE POINT & MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2018
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Proposed Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected Revenue & Expenditures	
REVENUES					
Assessment levy: on-roll	\$ -				\$ 364,311
Allowable discounts (4%)	-				(14,572)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	349,739
Assessment levy: off-roll	-	-	-	-	131,246
Total revenues	-	-	-	-	480,985
EXPENDITURES					
Debt service					
Principal	-	-	-	-	135,000
Interest	-	-	-	-	348,531
Tax collector	-	-	-	-	12,751
Cost of issuance	-	-	162,450	162,450	-
Total expenditures	-	-	162,450	162,450	496,282
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(162,450)	(162,450)	(15,297)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	-	461,632	461,632	-
Total other financing sources/(uses)	-	-	461,632	461,632	-
Net increase/(decrease) in fund balance	-	-	299,182	299,182	(15,297)
Fund balance:					
Beginning fund balance (unaudited)	-	-	-	-	299,182
Ending fund balance (projected)	\$ -	\$ -	\$ 299,182	\$ 299,182	283,885
Use of fund balance:					
Debt service reserve account balance (required)					(117,059)
Interest expense - November 1, 2023					(163,843)
Projected fund balance surplus/(deficit) as of September 30, 2023					\$ 2,983

**MANGROVE POINT & MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/22			182,123.76	182,123.76	7,850,000.00
05/01/23	135,000.00	3.800%	166,407.50	301,407.50	7,715,000.00
11/01/23			163,842.50	163,842.50	7,715,000.00
05/01/24	140,000.00	3.800%	163,842.50	303,842.50	7,575,000.00
11/01/24			161,182.50	161,182.50	7,575,000.00
05/01/25	145,000.00	3.800%	161,182.50	306,182.50	7,430,000.00
11/01/25			158,427.50	158,427.50	7,430,000.00
05/01/26	150,000.00	3.800%	158,427.50	308,427.50	7,280,000.00
11/01/26			155,577.50	155,577.50	7,280,000.00
05/01/27	160,000.00	3.800%	155,577.50	315,577.50	7,120,000.00
11/01/27			152,537.50	152,537.50	7,120,000.00
05/01/28	165,000.00	4.000%	152,537.50	317,537.50	6,955,000.00
11/01/28			149,237.50	149,237.50	6,955,000.00
05/01/29	170,000.00	4.000%	149,237.50	319,237.50	6,785,000.00
11/01/29			145,837.50	145,837.50	6,785,000.00
05/01/30	180,000.00	4.000%	145,837.50	325,837.50	6,605,000.00
11/01/30			142,237.50	142,237.50	6,605,000.00
05/01/31	185,000.00	4.000%	142,237.50	327,237.50	6,420,000.00
11/01/31			138,537.50	138,537.50	6,420,000.00
05/01/32	195,000.00	4.000%	138,537.50	333,537.50	6,225,000.00
11/01/32			134,637.50	134,637.50	6,225,000.00
05/01/33	200,000.00	4.250%	134,637.50	334,637.50	6,025,000.00
11/01/33			130,387.50	130,387.50	6,025,000.00
05/01/34	210,000.00	4.250%	130,387.50	340,387.50	5,815,000.00
11/01/34			125,925.00	125,925.00	5,815,000.00
05/01/35	220,000.00	4.250%	125,925.00	345,925.00	5,595,000.00
11/01/35			121,250.00	121,250.00	5,595,000.00
05/01/36	230,000.00	4.250%	121,250.00	351,250.00	5,365,000.00
11/01/36			116,362.50	116,362.50	5,365,000.00
05/01/37	240,000.00	4.250%	116,362.50	356,362.50	5,125,000.00
11/01/37			111,262.50	111,262.50	5,125,000.00
05/01/38	250,000.00	4.250%	111,262.50	361,262.50	4,875,000.00
11/01/38			105,950.00	105,950.00	4,875,000.00
05/01/39	260,000.00	4.250%	105,950.00	365,950.00	4,615,000.00
11/01/39			100,425.00	100,425.00	4,615,000.00
05/01/40	270,000.00	4.250%	100,425.00	370,425.00	4,345,000.00
11/01/40			94,687.50	94,687.50	4,345,000.00
05/01/41	280,000.00	4.250%	94,687.50	374,687.50	4,065,000.00
11/01/41			88,737.50	88,737.50	4,065,000.00
05/01/42	295,000.00	4.250%	88,737.50	383,737.50	3,770,000.00
11/01/42			82,468.75	82,468.75	3,770,000.00
05/01/43	305,000.00	4.375%	82,468.75	387,468.75	3,465,000.00
11/01/43			75,796.88	75,796.88	3,465,000.00
05/01/44	320,000.00	4.375%	75,796.88	395,796.88	3,145,000.00
11/01/44			68,796.88	68,796.88	3,145,000.00
05/01/45	335,000.00	4.375%	68,796.88	403,796.88	2,810,000.00
11/01/45			61,468.75	61,468.75	2,810,000.00
05/01/46	350,000.00	4.375%	61,468.75	411,468.75	2,460,000.00

**MANGROVE POINT & MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/46			53,812.50	53,812.50	2,460,000.00
05/01/47	365,000.00	4.375%	53,812.50	418,812.50	2,095,000.00
11/01/47			45,828.13	45,828.13	2,095,000.00
05/01/48	385,000.00	4.375%	45,828.13	430,828.13	1,710,000.00
11/01/48			37,406.25	37,406.25	1,710,000.00
05/01/49	400,000.00	4.375%	37,406.25	437,406.25	1,310,000.00
11/01/49			28,656.25	28,656.25	1,310,000.00
05/01/50	420,000.00	4.375%	28,656.25	448,656.25	890,000.00
11/01/50			19,468.75	19,468.75	890,000.00
05/01/51	435,000.00	4.375%	19,468.75	454,468.75	455,000.00
11/01/51			9,953.13	9,953.13	455,000.00
05/01/52	455,000.00	4.375%	9,953.13	464,953.13	-
Total	7,850,000.00		6,309,928.80	14,159,928.80	

**MANGROVE POINT & MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

On-Roll Assessments					
<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2023 O&M Assessment per Unit</u>	<u>FY 2023 DS Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>	<u>FY 2022 Total Assessment per Unit</u>
TH	286	\$ 187.08	\$ 810.78	\$ 997.86	n/a
SF 50'	98	311.80	1,351.31	1,663.11	n/a
Total	384				

**MANGROVE POINT AND
MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

4A

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Hillsborough

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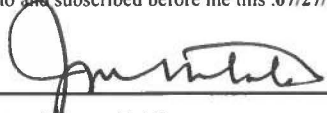
Before the undersigned authority personally appeared **Judy Allen** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Notice of FY2023 Budget & O&M Hearing** was published in said newspaper by print in the issues of: **7/20/22, 7/27/22** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hillsborough** County, Florida and that the said newspaper has heretofore been continuously published in said **Hillsborough** County, Florida each day and has been entered as a second class mail matter at the post office in said **Hillsborough** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she 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.



Signature Affiant

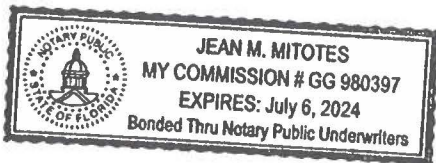
Sworn to and subscribed before me this **.07/27/2022**



Signature of Notary Public

Personally known _____ X _____ or produced identification

Type of identification produced _____



MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Mangrove Point and Mangrove Manor Community Development District ("District") will hold the following two public hearings and a regular meeting on August 12, 2022, at 10:00 a.m., at Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610. The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). The second public hearing is being held pursuant to Chapters 190, 197,

and/or 170, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("**O&M Assessments**") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2022/2023; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M Assessment (1)
Townhome	286	0.60	\$187.08
Single Family 50'	98	1.00	\$311.80
Unplatted Acres	22	4.77	\$1,488.14

(1) Annual O&M Assessment include County collection costs and early payment discounts.

The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT**

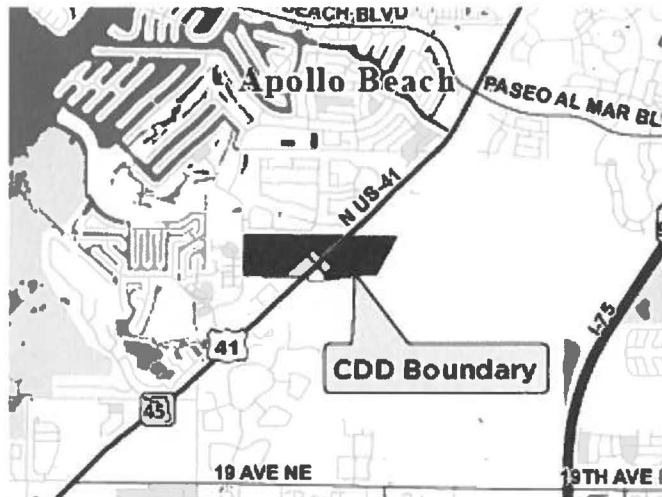
BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting the District's Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District Manager's Office**"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations 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. Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings 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. If you have any questions, please do not hesitate to contact the District Manager's Office.

District Manager



**MANGROVE POINT AND
MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

4B


STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Michal Szymonowicz, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Michal Szymonowicz, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as Assessment Roll Coordinator for the Mangrove Point and Mangrove Manor Community Development District.
3. Among other things, my duties include preparing and transmitting correspondence relating to the Mangrove Point and Mangrove Manor Community Development District.
4. I do hereby certify that on July 23, 2022 and in the regular course of business, I caused the letter, in the form attached hereto as Exhibit A, to be sent notifying affected landowners in the Mangrove Point and Mangrove Manor Community Development District of their rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District's anticipated imposition of assessments.
5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.




Michal Szymonowicz

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of physical presence or online notarization, this 23rd day of July, 2022, by Michal Szymonowicz, for Wrathell, Hunt and Associates, LLC, who is [] personally known to me or [] has provided _____ as identification, and who did ___ / did not take an oath.

NOTARY PUBLIC



DAPHNE GILLYARD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG327647
Expires 8/20/2023



Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: GG 327647
My Commission Expires: 8/20/2023

EXHIBIT A: Mailed Notice

EXHIBIT A

**Mangrove Point and Mangrove Manor
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**

THIS IS NOT A BILL – DO NOT PAY

July 23, 2022

VIA FIRST CLASS MAIL

D R HORTON INC
12602 TELECOM DR
TAMPA FL 33637-0935

Parcel ID: See Exhibit B.

Product Type: 44 Single-Family 50' Lots and 74 Townhome Lots.

RE: Mangrove Point and Mangrove Manor Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Mangrove Point and Mangrove Manor Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purposes of: (1) adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”), and (2) levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2022/2023, on August 12, 2022, at 10 a.m., and at Forestar, 4042 Park Oaks Blvd., Suite 200 Tampa, Florida 33610. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting the District’s Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations 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.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the

Board with respect to any matter considered at the public hearings 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. If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Carbone". The signature is written in black ink and is positioned above a horizontal line.

District Manager

EXHIBIT A
Summary of O&M Assessments

The O&M Assessments are allocated on an Equivalent Assessment Unit (“EAU”) basis for platted lots. The O&M Assessments are intended to be collected on the tax roll. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M Assessment (1)
Townhome	286	0.60	\$187.08
Single Family 50'	98	1.00	\$311.80
Unplatted Acres	22	4.77	\$1,488.14

(1) Annual O&M Assessment include County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than **\$116,800** in gross revenue.

Exhibit B
Folio Identification Numbers

0516160392	0516160630	0516160410
0516160404	0516160632	0516160412
0516160418	0516160634	0516160414
0516160420	0516160636	0516160416
0516160422	0516160638	0516160530
0516160424	0516160640	0516160532
0516160426	0516160642	0516160534
0516160436	0516160644	0516160536
0516160438	0516160646	0516160648
0516160440	0516160660	0516160650
0516160442	0516160662	0516160652
0516160444	0516160664	0516160654
0516160446	0516160666	0516160656
0516160448	0516160668	0516160658
0516160450	0516160670	0516160740
0516160452	0516160672	0516160742
0516160510	0516160674	0516160744
0516160512	0516160676	0516160746
0516160518	0516160678	0516160748
0516160522	0516160680	0516160750
0516160524	0516160682	0516160752
0516160526	0516160704	0516160754
0516160528	0516160706	0516160756
0516160540	0516160708	0516160758
0516160542	0516160710	
0516160544	0516160712	
0516160546	0516160714	
0516160548	0516160716	
0516160550	0516160718	
0516160552	0516160720	
0516160554	0516160722	
0516160556	0516160724	
0516160558	0516160726	
0516160560	0516160728	
0516160604	0516160730	
0516160606	0516160732	
0516160608	0516160734	
0516160610	0516160736	
0516160612	0516160738	
0516160614	0516160760	
0516160616	0516160762	
0516160618	0516160764	
0516160620	0516160766	
0516160622	0516160768	
0516160624	0516160770	
0516160626	0516160406	
0516160628	0516160408	

**Mangrove Point and Mangrove Manor
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**

THIS IS NOT A BILL – DO NOT PAY

July 23, 2022

VIA FIRST CLASS MAIL

FORESTAR USA REAL ESTATE GROUP INC
2221 E LAMAR BLVD STE 790
ARLINGTON TX 76006-7458

Parcel ID: See Exhibit B.

Product Type: 46 Single-Family 50' Lots, 212 Townhome Lots and 22 unplatted acres.

RE: Mangrove Point and Mangrove Manor Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Mangrove Point and Mangrove Manor Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purposes of: (1) adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”), and (2) levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2022/2023, on August 12, 2022, at 10 a.m., and at Forestar, 4042 Park Oaks Blvd., Suite 200 Tampa, Florida 33610. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

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Exhibit B
Folio Identification Numbers

0516260054	0516160496	0516260030	0516260160	0516260254	0516260348
0516260056	0516160498	0516260032	0516260162	0516260256	0516260350
0516260058	0516160500	0516260034	0516260164	0516260258	0516260352
0516260060	0516160502	0516260036	0516260166	0516260260	0516260354
0516260062	0516160504	0516260038	0516260168	0516260262	0516260356
0516260064	0516160506	0516260040	0516260170	0516260264	0516260358
0516260066	0516160508	0516260042	0516260172	0516260266	0516260360
0516260068	0516160514	0516260044	0516260174	0516260268	0516260362
0516260070	0516160538	0516260046	0516260176	0516260270	0516260364
0516260072	0516160562	0516260048	0516260178	0516260272	0516260366
0516260074	0516160564	0516260050	0516260180	0516260274	0516260368
0516260076	0516160566	0516260052	0516260182	0516260276	0516260370
0516260078	0516160568	0516260090	0516260184	0516260278	0516260372
0516260080	0516160570	0516260092	0516260186	0516260280	0516260374
0516260082	0516160572	0516260094	0516260188	0516260282	0516260376
0516260084	0516160574	0516260096	0516260190	0516260284	0516260378
0516260086	0516160576	0516260098	0516260192	0516260286	0516260380
0516260088	0516160582	0516260100	0516260194	0516260288	0516260382
0516160382	0516160592	0516260102	0516260196	0516260290	0516260384
0516160384	0516160594	0516260104	0516260198	0516260292	0516260386
0516160386	0516160596	0516260106	0516260200	0516260294	0516260388
0516160388	0516160598	0516260108	0516260202	0516260296	0516260390
0516160428	0516160600	0516260110	0516260204	0516260298	0516260392
0516160430	0516160602	0516260112	0516260206	0516260300	0516260394
0516160432	0516160684	0516260114	0516260208	0516260302	
0516160434	0516160686	0516260116	0516260210	0516260304	
0516160454	0516160688	0516260118	0516260212	0516260306	
0516160456	0516160690	0516260120	0516260214	0516260308	
0516160458	0516160692	0516260122	0516260216	0516260310	
0516160460	0516160694	0516260124	0516260218	0516260312	
0516160462	0516160696	0516260126	0516260220	0516260314	
0516160464	0516160698	0516260128	0516260222	0516260316	
0516160466	0516160700	0516260130	0516260224	0516260318	
0516160468	0516160702	0516260132	0516260226	0516260320	
0516160470	0516160772	0516260134	0516260228	0516260322	
0516160472	0516160774	0516260136	0516260230	0516260324	
0516160474	0516160776	0516260138	0516260232	0516260326	
0516160476	0516160778	0516260140	0516260234	0516260328	
0516160478	0516260012	0516260142	0516260236	0516260330	
0516160480	0516260014	0516260144	0516260238	0516260332	
0516160482	0516260016	0516260146	0516260240	0516260334	
0516160484	0516260018	0516260148	0516260242	0516260336	
0516160486	0516260020	0516260150	0516260244	0516260338	
0516160488	0516260022	0516260152	0516260246	0516260340	
0516160490	0516260024	0516260154	0516260248	0516260342	
0516160492	0516260026	0516260156	0516260250	0516260344	
0516160494	0516260028	0516260158	0516260252	0516260346	

**Mangrove Point and Mangrove Manor
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**

THIS IS NOT A BILL – DO NOT PAY

July 23, 2022

VIA FIRST CLASS MAIL

FORESTAR USA REAL ESTATE GROUP INC
10700 PECAN PARK BLVD STE 150
AUSTIN TX 78750-1416

Parcel ID: 0516160394, 0516160396, 0516160398, 0516160400 and 0516160402
Product Type: 5 Single-Family 50' Lots.

RE: Mangrove Point and Mangrove Manor Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Mangrove Point and Mangrove Manor Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purposes of: (1) adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”), and (2) levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2022/2023, on August 12, 2022, at 10 a.m., and at Forestar, 4042 Park Oaks Blvd., Suite 200 Tampa, Florida 33610. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting the District’s Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations 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.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the

Board with respect to any matter considered at the public hearings 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. If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Carbone". The signature is written in black ink and is positioned above a thin horizontal line.

District Manager

EXHIBIT A
Summary of O&M Assessments

The O&M Assessments are allocated on an Equivalent Assessment Unit (“EAU”) basis for platted lots. The O&M Assessments are intended to be collected on the tax roll. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M Assessment (1)
Townhome	286	0.60	\$187.08
Single Family 50'	98	1.00	\$311.80
Unplatted Acres	22	4.77	\$1,488.14

(1) Annual O&M Assessment include County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than **\$116,800** in gross revenue.

**Mangrove Point and Mangrove Manor
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**

THIS IS NOT A BILL – DO NOT PAY

July 23, 2022

VIA FIRST CLASS MAIL

DIANA BETH AND ERIC CAGLAYAN
143 MANGROVE MANOR DR
APOLLO BEACH FL 33572

Parcel ID: 0516160516
Product Type: Single-Family 50' Lot

RE: Mangrove Point and Mangrove Manor Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

Dear Property Owner:

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July 23, 2022

VIA FIRST CLASS MAIL

LESLIE DEAN MCPHERSON
140 MANGROVE MANOR DR
APOLLO BEACH FL 33572

Parcel ID: 0516160390
Product Type: Single-Family 50' Lot

RE: Mangrove Point and Mangrove Manor Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

Dear Property Owner:

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July 23, 2022

VIA FIRST CLASS MAIL

SAMUEL ANTONIO BRITO AND MAYRA CINTRON QUINONES
149 MANGROVE MANOR DR
APOLLO BEACH FL 33572

Parcel ID: 0516160520

Product Type: Single-Family 50' Lot

RE: Mangrove Point and Mangrove Manor Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

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**MANGROVE POINT AND
MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

4C

RESOLUTION 2022-40

[ANNUAL ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mangrove Point and Mangrove Manor Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District has determined to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”), attached hereto as **Exhibit A**; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to fund the Adopted Budget through a funding agreement and/or through the imposition of special assessments on benefitted lands within the District, which special assessments may be collected by direct bill or on the tax roll pursuant to Chapter 197, *Florida Statutes*; and

WHEREAS, in order to fund the District’s Adopted Budget, the District’s Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT:

1. OPERATIONS AND MAINTENANCE ASSESSMENTS.

- a. Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands

within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.

- b. Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.
- c. Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- a. Tax Roll Assessments.** If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. Direct Bill Assessments.** [RESERVED.]
- c. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. ASSESSMENT ROLL; AMENDMENTS. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

4. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 12th day of August, 2022.

ATTEST:

**MANGROVE POINT AND MANGROVE
MANOR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget
Exhibit B: Assessment Roll

Exhibit A: Budget

Exhibit B: Assessment Roll

**MANGROVE POINT AND
MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

5

DISTRICT AGREEMENT

THIS AGREEMENT made and entered into this 12th day of August of 2022, by and between the Mangrove Point and Mangrove Manor Community Development District, a political subdivision of the State of Florida, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, hereinafter referred to as the "DISTRICT" and Nancy C. Millan, the Hillsborough County Tax Collector, a constitutional officer of the State of Florida, whose address is 601 East Kennedy Boulevard, 14th Floor, Tampa, Florida 33602.

W I T N E S S E T H:

WHEREAS, the DISTRICT is authorized to impose non-ad valorem assessments and by Resolution has expressed its intent to use the uniform method of notice, levy, collection and enforcement of such assessments, as authorized by Section 197.3632, Florida Statutes; and

WHEREAS, the uniform methodology, with its enforcement provisions including the use of tax certificates and tax deeds for enforcing against any delinquencies, is more fair to the delinquent property owner than traditional lien foreclosure methodology; and

WHEREAS, the uniform method will provide for more efficiency of collection by virtue of the assessment being on the tax notice issued by the Tax Collector which will produce positive economic benefits to the DISTRICT; and

WHEREAS, the uniform methodology will tend to eliminate confusion and to promote local government accountability; and

WHEREAS, Section 197.3632(2), Florida Statutes, provides that the DISTRICT shall enter into a written agreement with the Tax Collector for reimbursement of necessary administrative costs incurred in implementing the uniform methodology law; and

WHEREAS, Section 197.3632(7), Florida Statutes, provides that the DISTRICT shall bear all costs associated with any separate notice in the event the Tax Collector is unable to merge a non-ad valorem assessment roll to produce the annual tax notice; and

WHEREAS, Section 197.3632(8)(c), Florida Statutes, provides that the DISTRICT shall compensate the Tax Collector for the costs of collecting non-ad valorem assessments;

NOW, THEREFORE, for and in consideration of the foregoing, including mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of those certain non-ad valorem assessments levied by the DISTRICT to include reimbursement by the DISTRICT to the Tax Collector for costs of collection pursuant to Section 197.3632(8)(c), Florida Statutes; any costs involved in separate mailings because of non merger of any non-ad valorem assessment roll as certified by the DISTRICT pursuant to Section 197.3632(7), Florida Statutes; and for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in Section 197.3632(2), Florida Statutes.

ARTICLE II

Term

The term of this Agreement shall commence on January 1, 2022, and shall run through December 31, 2022, the date of signature of the parties notwithstanding, and shall automatically be renewed thereafter for successive periods not to exceed one (1) year each, unless the DISTRICT provides notice to the Tax Collector, Property Appraiser and Department of Revenue prior to January 10 of the assessment year that the DISTRICT will discontinue using the uniform method of collection.

ARTICLE III

Compliance With Laws and Regulations

The parties shall abide by all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments and any ordinances promulgated by the DISTRICT not inconsistent with, nor contrary to, the provisions of Section 197.3632, Florida Statutes, and Section 197.3635, Florida Statutes, and any subsequent amendments to said statutes, and any rules duly promulgated pursuant to these statutes by the Department of Revenue.

ARTICLE IV

Duties and Responsibilities of District

The DISTRICT agrees, covenants and contracts to:

- (a) Compensate Tax Collector on an annual basis during the term of this agreement at rate of 2% of the amount of special assessments collected and remitted or the actual costs of collection, whichever is greater, pursuant to Sections 197.362(8)(c) and 192.091(2)(b), Florida Statutes
- (b) To pay for or alternatively to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem assessment roll certified by the DISTRICT pursuant to Section 197.3632(7), Florida Statutes.
- (c) The DISTRICT, upon being timely billed, shall pay directly for necessary advertising

relating to implementation of the new uniform non-ad valorem assessment law pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any applicable rules promulgated by the Department of Revenue thereunder.

- (d) By 15 September of each calendar year, the chairperson of the governing board of the DISTRICT, or his or her designee, shall officially certify to the Tax Collector the non-ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number, and otherwise in conformance in format to that contained on the ad valorem tax rolls submitted by the Property Appraiser to the Department of Revenue. The DISTRICT shall post the non-ad valorem assessment for each parcel on the said non-ad valorem assessment roll and shall exercise its responsibility that such non-ad valorem assessment roll be free of errors and omissions. The DISTRICT shall notify the Tax Collector, Property Appraiser and Department of Revenue prior to January 10 of the assessment year if the DISTRICT will discontinue using the uniform method of collection and enforcement of the applicable non-ad valorem assessment.
- (e) The DISTRICT agrees to cooperate with the Tax Collector to implement the uniform method of notice, levy, collection and enforcement of each non-ad valorem assessment, pursuant to, and consistent with, all the provisions of Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.

ARTICLE V Duties of the Tax Collector

- (a) The Tax Collector shall merge all rolls, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem assessments for the DISTRICT, pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and its successor provisions, and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions adopted by the DISTRICT, so long as said ordinances and resolutions shall themselves each and every one clearly state intent to use the uniform method for collecting such assessments and so long as they are further not inconsistent with, nor contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.
- (b) The Tax Collector shall collect the non-ad valorem assessment of the DISTRICT as certified to the Tax Collector no later than 15 September of each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue and if free of errors or omissions.
- (c) The Tax Collector agrees to cooperate with the DISTRICT in implementation of the uniform method for collecting and enforcing non-ad valorem assessments pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any such non-ad valorem assessment roll that is not officially certified to the Tax Collector by 15 September of each calendar year on compatible electronic medium tied to the property identification number and in the format used by the Property Appraiser on the ad valorem roll submitted to the Department of Revenue.
- (d) If the Tax Collector discovers errors or omissions on such roll, he may request the

DISTRICT to file a corrected roll or a correction of the amount of any assessment and the DISTRICT shall bear the cost of any such error or omission.

- (e) If the Tax Collector determines that a separate mailing is authorized pursuant to Section 197.3632(7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the Tax Collector shall either mail a separate notice of the particular non-ad valorem assessment or shall direct the DISTRICT to mail such a separate notice. In making this decision, the Tax Collector shall consider all costs to the DISTRICT and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. If such a separate mailing is affected, the DISTRICT shall bear all costs associated with the separate notice for the non-ad valorem assessment that could not be merged, upon timely billing by the Tax Collector.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

WITNESS:

NANCY C. MILLAN
HILLSBOROUGH COUNTY TAX COLLECTOR

_____ BY: _____
Deputy Tax Collector

_____ _____
Authorized Representative Special District

**MANGROVE POINT AND
MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

6

CDD / HOA MAINTENANCE AGREEMENT

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this 12th day of August, 2022, by and among:

Mangrove Point and Mangrove Manor Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the Pasco County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**");

Mangrove Point Community Association, Inc., a Florida not-for-profit corporation, whose address is 215 Celebration Place, Suite 115, Celebration, Florida 34747 ("**MP Association**"); and

Mangrove Manor Community Association, Inc., a Florida not-for-profit corporation, whose address is 10700 Pecan Park Blvd, Suite 150, Austin, TX 78750 ("**MM Association**", together "**Associations**").

RECITALS

WHEREAS, the District was established by ordinance adopted by Hillsborough County, Florida, 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 District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape and other improvements; and

WHEREAS, the District desires to provide for the operation, maintenance and repair of the improvements described in **Exhibit A** attached hereto ("**Work**"), across the lands owned by the District from time to time ("**Property**"); and

WHEREAS, the Associations are not-for-profit corporations owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that are served by both the Associations and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless of whether such Work is conducted by the Associations or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the District desires to contract with the Associations to provide the Work; and

WHEREAS, the Associations represent that each are qualified, either in their own right or through their officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SCOPE OF WORK.

- A. **Work.** Associations shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Associations shall be responsible for all of their contractors or subcontractors that perform the Work as if the Associations themselves were performing such Work.
- B. **Inspection.** Associations shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Associations shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Associations shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Associations shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Associations shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Associations shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Associations shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Associations shall ensure that Associations' officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Associations shall ensure that said persons conform therewith. Associations

assure the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

- F. **Care of the District's Improvements.** Associations shall use all due care to protect the property of the District, its residents and landowners from damage by Associations or their officers, employees, contractors and affiliates. Associations agree to repair any damage resulting from the activities and work of the Associations or their officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Associations or their officers, employees, contractors and affiliates.
- G. **Staffing and Billing.** Associations shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.
- I. **Weekly Reports.** The Associations agree to meet with the District's representative no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.

SECTION 3. COMPENSATION. The Associations shall provide the Work at no cost to the District. The Associations shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of their obligations under this Agreement. The Associations agree that there is sufficient consideration for this Agreement because, among other reasons, the Associations benefit from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

SECTION 4. TERM. This Agreement commences on the date first written above and continues through September 30, 2022 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

SECTION 5. INSURANCE. The Associations and their contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.

- C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit for bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Associations and/or their contractors of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Associations shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

SECTION 8. LIENS AND CLAIMS. The Associations shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by them to perform under this Agreement. The Associations shall keep the District property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Associations' performance under this Agreement, and the Associations shall immediately discharge any such claim or lien.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Associations, the District may provide the Work and charge the cost of the Work to the Associations, provided that the District first provide the Associations with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION. At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Associations, the Associations shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Associations and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District. In the future, the District will hold any permits applicable to the lands within its boundaries.

SECTION 14. ASSIGNMENT. No party may assign this Agreement without the prior written approval of the others. Any purported assignment without such written consent shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Associations shall be acting as an independent contractor. Neither the Associations nor employees of the Associations, if there are any, are employees of the District. The Associations agree to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Associations, if there are any, in the performance of this Agreement. The Associations shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Associations shall have no authority to represent the District as an agent, employee, or in any other capacity.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Associations relating to the subject matter of this Agreement.

SECTION 18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the District and the Associations.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Associations, the District and the Associations have complied with all the requirements of law, and the District and the Associations have full power and authority to comply with the terms and provisions of this instrument.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 contained in this Agreement 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 District and counsel for the Associations may deliver Notice on behalf of the District and the Associations, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Associations and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Associations any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Associations and their respective representatives, successors and assigns.

SECTION 22. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.

SECTION 23. PUBLIC RECORDS. The Associations understand and agree that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Associations agree to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Associations acknowledge that the designated public records custodian for the District is its District Manager (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Associations shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within

a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Associations do not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Associations' possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Associations, the Associations shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ASSOCIATIONS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATIONS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 PHONE (561) 571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Associations as an arm's length transaction. The District and the Associations 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 any doubtful language will not be interpreted or construed against any party.

SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[CONTINUED ON NEXT PAGE]

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

**MANGROVE POINT AND MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

**MANGROVE POINT COMMUNITY ASSOCIATION,
INC.**

By: _____

Its: _____

**MANGROVE MANOR COMMUNITY ASSOCIATION,
INC.**

By: _____

Its: _____

- EXHIBIT A:** Scope of Work
- EXHIBIT B:** Maintenance Map

EXHIBIT A SCOPE OF WORK

DISTRICT IMPROVEMENTS

The Associations shall operate, maintain and repair the following District improvements, as shown in the map attached hereto as **EXHIBIT B**:

- **Roadway Improvements** – The roadway, landscaping, irrigation, hardscaping and lighting improvements located in Tract B as identified on the plat entitled *Mangrove Point Phase 1* which is recorded in the Public Records of Pasco County, Florida at Plat Book 141, Pages 49 et seq. and Tract K as identified on the plat entitled *Mangrove Point Phases 2 and 3* which is recorded in the Public Records of Pasco County, Florida at Plat Book 141, Pages 288 et seq. (“**Plat**”).
- **Additional Landscaping, Irrigation, Hardscaping & Lighting** – The landscaping, irrigation, hardscaping and lighting improvements within Tracts _____, and within all Landscape Buffer Easements, all as identified on the Plat.
- **Stormwater & Wetlands Improvements** – Stormwater and drainage facilities, within Tracts A, B and E as identified on the plat entitled *Mangrove Manor Phase 1* which is recorded in the Public Records of Pasco County, Florida at Plat Book 141, Pages 40 et seq., Tract C as identified on the plat entitled *Mangrove Manor Phase 2* which is recorded in the Public Records of Pasco County, Florida at Plat Book 142, Pages 48 et seq., Tracts C, D, and E as identified on the plat entitled *Mangrove Point Phase 1* which is recorded in the Public Records of Pasco County, Florida at Plat Book 141, Pages 49 et seq., and Tract A as identified on the plat entitled *Mangrove Point Phases 2 and 3* which is recorded in the Public Records of Pasco County, Florida at Plat Book 141, Pages 288 et seq., as well as within the Drainage Easements, all as identified on the Plat.

MAINTENANCE PROGRAM

Weekly:

- Common mowing of the District properties (every other week from March 1 through November 1). Weeding, edging and tree trimming will be done on an as needed basis.
- Inspect and maintain irrigation system for the District’s common areas, as needed, including but not limited to by periodically maintaining the [re-use irrigation meters].

Monthly:

- Common mowing of the District properties (once per month from November 1 through March 1). Weeding, edging and tree trimming will be done on an as needed basis.
- On a schedule necessary to meet the applicable District permit requirements, conduct any monitoring and maintenance of any conservation / mitigation areas – including

removal of nuisance / exotic species – to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.

Yearly:

- Mulch application to all common area flower/tree beds.
- Power washing of entry monuments and decorative walls.
- Visual inspection of stormwater facilities, and maintain and repair as needed.
- Visual inspection of roadway, hardscaping, and lighting improvements to ensure that no dangerous conditions exist, and maintain and repair as needed.

EXHIBIT B: MAINTENANCE MAP

**MANGROVE POINT AND
MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

7A

June 16, 2022

Mangrove Point and Mangrove Manor 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 Mangrove Manor Stormwater Improvements

Dear Craig,


Pursuant to the *Acquisition Agreement*, effective January 24, 2022 ("**Acquisition Agreement**"), by and between the Mangrove Point and Mangrove Manor 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.

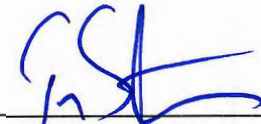
If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**MANGROVE POINT AND MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**



Christian Cotter, Board of Supervisors

Sincerely,
FORESTAR (USA) REAL ESTATE GROUP INC.



Name: Tony Squitieri
Title: Vice President

EXHIBIT A

Description of Mangrove Manor Stormwater

Mangrove Manor 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 A and B, Mangrove Manor Phase 1, as recorded at Plat Book 141, Pages 40 - 48, of the Official Records of Hillsborough County, Florida.

Mangrove Manor Phase 2 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within Tract C, Mangrove Manor Phase 2, as recorded at Plat Book 142, Pages 48 - 53, of the Official Records of Hillsborough County, Florida.

Description	CDD Eligible Amount	Paid to Date	Balance Owed	Retainage
Phase 1 Surface Water Management	\$2,132,411.25	\$2,132,411.25	\$0.00	\$0.00
Phase 2 Surface Water Management	\$172,111.25	\$172,111.25	\$0.00	\$0.00
TOTALS:	\$2,304,522.50	\$2,304,522.50	\$0.00	\$0.00

**CORPORATE DECLARATION REGARDING COSTS PAID
MANGROVE MANOR STORMWATER IMPROVEMENTS**

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("**Developer**"), the developer of certain lands within the Mangrove Point Community ("**Development**"), does hereby certify to the Mangrove Point and Mangrove Manor 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 November 11, 2021 ("**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 16th day of June, 2022.

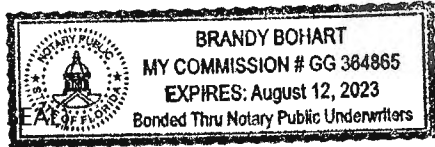
FORESTAR (USA) REAL ESTATE GROUP INC.

Name: Tony Squitieri
Title: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 16th day of June, 2022, by Tony Squitieri as Vice President 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 FLORIDA
Name: Brandy Bohart



(NOTARY

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

EXHIBIT A

Description of Mangrove Manor Stormwater

Mangrove Manor 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 A and B, Mangrove Manor Phase 1, as recorded at Plat Book 141, Pages 40 - 48, of the Official Records of Hillsborough County, Florida.

Mangrove Manor Phase 2 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within Tract C, Mangrove Manor Phase 2, as recorded at Plat Book 142, Pages 48 - 53, of the Official Records of Hillsborough County, Florida.

Description	CDD Eligible Amount	Paid to Date	Balance Owed	Retainage
Phase 1 Surface Water Management	\$2,132,411.25	\$2,132,411.25	\$0.00	\$0.00
Phase 2 Surface Water Management	\$172,111.25	\$172,111.25	\$0.00	\$0.00
TOTALS:	\$2,304,522.50	\$2,304,522.50	\$0.00	\$0.00

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE
MANGROVE MANOR STORMWATER IMPROVEMENTS**

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the ___ day of _____, 2022, by **Ripa & Associates, LLC**, having a mailing address of 1409 Tech Boulevard, Suite 1, Tampa, Florida 33619 ("**Contractor**"), in favor of the **Mangrove Point and Mangrove Manor Community Development District ("District")**, which is a local unit of special-purpose government situated in Hillsborough 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 October 25, 2020, 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]

[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

RIPA & ASSOCIATES, LLC

By: Chris LaFace
Its: President / CEO

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21 day of June, 2022, by Chris LaFace as president of RIPA + Associates, 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 personally known as identification.

NOTARY PUBLIC, STATE OF FLORIDA

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



EXHIBIT A

Description of Mangrove Manor Stormwater

Mangrove Manor 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 A and B, Mangrove Manor Phase 1, as recorded at Plat Book 141, Pages 40 - 48, of the Official Records of Hillsborough County, Florida.

Mangrove Manor Phase 2 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within Tract C, Mangrove Manor Phase 2, as recorded at Plat Book 142, Pages 48 - 53, of the Official Records of Hillsborough County, Florida.

Description	CDD Eligible Amount	Paid to Date	Balance Owed	Retainage
Phase 1 Surface Water Management	\$2,132,411.25	\$2,132,411.25	\$0.00	\$0.00
Phase 2 Surface Water Management	\$172,111.25	\$172,111.25	\$0.00	\$0.00
TOTALS:	\$2,304,522.50	\$2,304,522.50	\$0.00	\$0.00

DISTRICT ENGINEER'S CERTIFICATE
MANGROVE MANOR STORMWATER IMPROVEMENTS

June 15, 2022

Board of Supervisors
Mangrove Point and Mangrove Manor Community Development District

Re: Mangrove Point and Mangrove Manor Community Development District
Acquisition of Improvements – Mangrove Manor Stormwater Improvements

Ladies and Gentlemen:

The undersigned, a representative of Halff Associates, Inc. ("**District Engineer**"), as engineer for the Mangrove Point and Mangrove Manor 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 November 11, 2021 ("**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 15th day of June, 2022

[Signature]

Kyle L. Thornton, P.E.
Halff Associates, Inc.
Florida Registration No. 60279

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 15 day of June, 2022, by Kyle Thornton, on behalf of Halff Associates, Inc., who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.



Maryann T. Nespolini
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG923710
Expires 11/19/2023

[Signature]

Notary Public State of Florida
Print Name: Maryann T. Nespolini
Commission No.: GG 923710
My Commission Expires: 11/19/23

EXHIBIT A

Description of Mangrove Manor Stormwater

Mangrove Manor 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 A and B, Mangrove Manor Phase 1, as recorded at Plat Book 141, Pages 40 - 48, of the Official Records of Hillsborough County, Florida.

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Phase 1 Surface Water Management	\$2,132,411.25	\$2,132,411.25	\$0.00	\$0.00
Phase 2 Surface Water Management	\$172,111.25	\$172,111.25	\$0.00	\$0.00
TOTALS:	\$2,304,522.50	\$2,304,522.50	\$0.00	\$0.00

BILL OF SALE
MANGROVE MANOR STORMWATER IMPROVEMENTS

THIS BILL OF SALE is made to be effective as of the 16th day of June, 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 **Mangrove Point and Mangrove Manor 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 & 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 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.

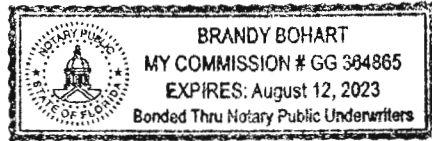
By: Mary Montoya
Name: MARY MONTAYA

Tony Squitieri
Name: Tony Squitieri
Title: Vice President

By: John M. Tammaly, Jr
Name: JOHN M. TAMMALY, JR

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 11th day of June, 2022, by Tony Squitieri as Vice President 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)

Brandy Bohart
NOTARY PUBLIC, STATE OF FLORIDA

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

EXHIBIT A: Description of Property

EXHIBIT A

Description of Mangrove Manor Stormwater

Mangrove Manor 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 A and B, Mangrove Manor Phase 1, as recorded at Plat Book 141, Pages 40 - 48, of the Official Records of Hillsborough County, Florida.

Mangrove Manor Phase 2 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within Tract C, Mangrove Manor Phase 2, as recorded at Plat Book 142, Pages 48 - 53, of the Official Records of Hillsborough County, Florida.

Description	CDD Eligible Amount	Paid to Date	Balance Owed	Retainage
Phase 1 Surface Water Management	\$2,132,411.25	\$2,132,411.25	\$0.00	\$0.00
Phase 2 Surface Water Management	\$172,111.25	\$172,111.25	\$0.00	\$0.00
TOTALS:	\$2,304,522.50	\$2,304,522.50	\$0.00	\$0.00

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 16th day of June 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

Mangrove Point and Mangrove Manor Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough 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**"):

Tracts A, B and E, as identified on the plat entitled, "Mangrove Manor Phase 1," and recorded in the Public Records of Hillsborough County, Florida at Plat Book 141, Pages 40-48.

Tract C, as identified on the plat entitled, "Mangrove Manor Phase 2," and recorded in the Public Records of Hillsborough County, Florida at Plat Book 142, Pages 48-53.

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.

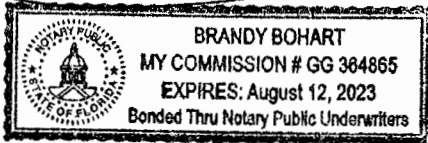
By: Mary Moulton
Name: Mary Moulton

By: [Signature]
Name: Tony Squitieri
Title: Vice President

By: [Signature]
Name: John M. [Signature]

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of June, 2022, by Tony Squitieri, as Vice President 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 SEAL)

Brandy Bohart
NOTARY PUBLIC, STATE OF FLORIDA

Name: Brandy Bohart
(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

**EASEMENT AGREEMENT
[MANGROVE MANOR]**

THIS EASEMENT AGREEMENT is made and entered into this 16th day of June, 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

Mangrove Point and Mangrove Manor Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough 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 Hillsborough County, to wit: the Plat of *Mangrove Manor Phase 1*, as recorded in Plat Book 141, Pages 40 et seq., inclusive ("**Mangrove Manor Phase 1 Plat**"), and the Plat of *Mangrove Manor Phase 2*, as recorded in Plat Book 142, Pages 48 et seq., inclusive ("**Mangrove Manor Phase 2**", together with Mangrove Manor Phase 1 Plat, "**Plats**"), 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 grants 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 "Drainage Area (Private)," "Drainage Easement (Private)," and "Drainage Easement (Public)," as identified on the Plats.

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 Hillsborough 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]

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.

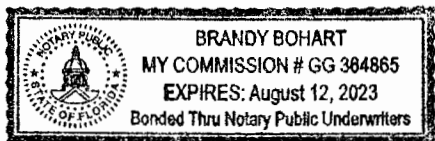
By: Mary Moulton
Name: Mary Moulton

By: [Signature]
Name: Tony Squitieri
Title: Vice President

By: [Signature]
Name: John M. Bohart, II

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of June, 2022, by Tony Squitieri as Vice President 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)

Brandy Bohart
NOTARY PUBLIC, STATE OF FLORIDA

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

[Signatures continue on following page]

WITNESSES

MANGROVE POINT AND MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT

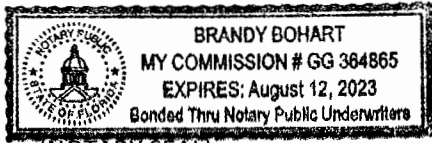
By: Mary Moulton
Name: MARY MOULTON

By: [Signature]
Name: Christain Cotter
Title: Chair

By: [Signature]
Name: JOHN M. BOHART, II

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of June, 2022, by Christian Cotter as Chair of the Mangrove Point and Mangrove Manor 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 SEAL)

Brandy Bohart
NOTARY PUBLIC, STATE OF FLORIDA

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

**MANGROVE POINT AND
MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

7B

June 16, 2022

Mangrove Point and Mangrove Manor Community Development District
c/o Craig Wrathell, District Manager
Wrathell Hunt & Associations, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Mangrove Point Roadway & Stormwater
Improvements

Dear Craig,

Pursuant to the *Acquisition Agreement*, effective January 24, 2022 ("**Acquisition Agreement**"), by and between the Mangrove Point and Mangrove Manor 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.

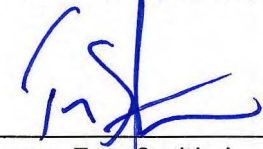
If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**MANGROVE POINT AND MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**



Christian Cotter, Board of Supervisors

Sincerely,
FORESTAR (USA) REAL ESTATE GROUP INC.



Name: Tony Squitieri
Title: Vice President

EXHIBIT A

Description of Mangrove Point Roadway and Stormwater Improvements

Mangrove Point Phase 1 Roadways - All roads, pavement, curbing and other physical improvements within the rights-of-way located in Tract B, Mangrove Point Phase 1, as recorded at Plat Book 141, Pages 49 - 58, of the Official Records of Hillsborough County, Florida.

Mangrove Point 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 C, D, E, Mangrove Point Phase 1, as recorded at Plat Book 141, Pages 49 - 58, of the Official Records of Hillsborough County, Florida.

Mangrove Point Phases 2 and 3 Roadways - All roads, pavement, curbing and other physical improvements within the rights-of-way located in Tract K, Mangrove Point Phases 2 and 3, as recorded at Plat Book 141, Pages 288 - 293, of the Official Records of Hillsborough County, Florida.

Mangrove Point Phases 2 & 3 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within Tract A, Mangrove Point Phases 2 and 3, as recorded at Plat Book 141, Pages 288 - 293, of the Official Records of Hillsborough County, Florida.

Description	CDD Eligible Amount	Paid to Date	Balance Owed	Retainage
Phase 1 Roadways	\$317,962.25	\$317,962.25	\$0.00	\$0.00
Phase 1 Surface Water Management	\$1,399,349.10	\$1,399,349.10	\$0.00	\$0.00
Phases 2 & 3 Roadways	\$360,061.25	\$360,061.25	\$0.00	\$0.00
Phases 2 & 3 Surface Water Management	\$247,066.25	\$247,066.25	\$0.00	\$0.00
TOTALS:	\$2,324,438.85	\$2,324,438.85	\$0.00	\$0.00


**CORPORATE DECLARATION REGARDING COSTS PAID
MANGROVE POINT ROADWAY AND STORMWATER IMPROVEMENTS**

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("**Developer**"), the developer of certain lands within the Mangrove Point Community ("**Development**"), does hereby certify to the Mangrove Point and Mangrove Manor 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 November 11, 2021 ("**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 11th day of June, 2022.

FORESTAR (USA) REAL ESTATE GROUP INC.

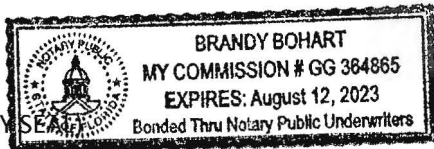

Name: Tony Squitieri

Title: Vice President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 11th day of June, 2022, by Tony Squitieri as Vice President 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 FLORIDA

Name: Brandy Bohart

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

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CONTRACTOR ACKNOWLEDGMENT AND RELEASE
MANGROVE POINT ROADWAY & STORMWATER IMPROVEMENTS

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 2 day of June 2022, by Ripa & Associates, LLC, having a mailing address of 1409 Tech Boulevard, Suite 1, Tampa, Florida 33619 ("Contractor"), in favor of the Mangrove Point and Mangrove Manor Community Development District ("District"), which is a local unit of special-purpose government situated in Hillsborough 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 October 25, 2020, 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]

[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]


RIPA & ASSOCIATES, LLC



By: Chris LaFace
Its: President, CEO

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21 day of June, 2022, by Chris LaFace as president of RIPA + Associates 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 personally known as identification.


NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



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

EXHIBIT A

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TOTALS:	\$2,324,438.85	\$2,324,438.85	\$0.00	\$0.00

DISTRICT ENGINEER'S CERTIFICATE
MANGROVE MANOR STORMWATER IMPROVEMENTS

____ June 15 _____, 2022

Board of Supervisors
Mangrove Point and Mangrove Manor Community Development District

Re: Mangrove Point and Mangrove Manor Community Development District
Acquisition of Improvements – Mangrove Manor Stormwater Improvements

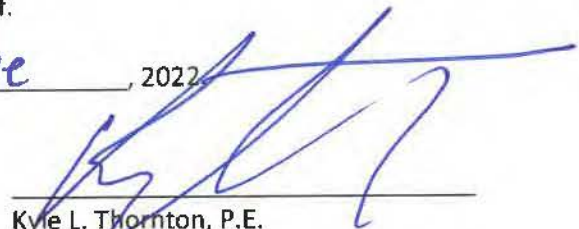
Ladies and Gentlemen:

The undersigned, a representative of Halff Associates, Inc. ("**District Engineer**"), as engineer for the Mangrove Point and Mangrove Manor 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 November 11, 2021 ("**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 15th day of June, 2022



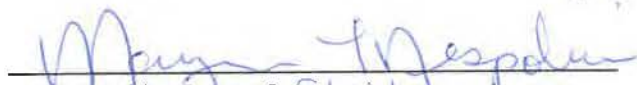
Kyle L. Thornton, P.E.
Half Associates, Inc.
Florida Registration No. 60279

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 15 day of June, 2022, by Kyle Thornton, on behalf of Half Associates, Inc., who is personally known to me or who has produced _____ as identification, and did or did not take the oath.



Maryann T. Nespolini
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG923710
Expires 11/19/2023



Notary Public, State of Florida
Print Name: Maryann T. Nespolini
Commission No.: GG923710
My Commission Expires: 11/19/23

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BILL OF SALE
MANGROVE POINT ROADWAY AND STORMWATER IMPROVEMENTS

THIS BILL OF SALE is made to be effective as of the 16th day of June, 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 **Mangrove Point and Mangrove Manor 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 & 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 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.

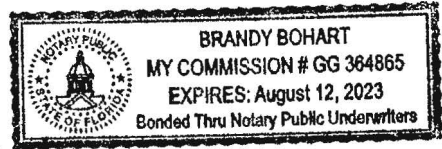
By: [Signature]
Name: Mary Moulton

[Signature]
Name: Tony Squitieri
Title: Vice President

By: [Signature]
Name: John R. G... [Signature]

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 11th day of June, 2022, by Tony Squitieri as Vice President 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)

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

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

EXHIBIT A: Description of Property

EXHIBIT A

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TOTALS:	\$2,324,438.85	\$2,324,438.85	\$0.00	\$0.00

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 16th day of June 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

Mangrove Point and Mangrove Manor Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough 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**"):

Tracts B, C, D and E, as identified on the plat entitled, "Mangrove Point Phase 1," and recorded in the Public Records of Hillsborough County, Florida at Plat Book 141, Pages 49-58.

Tracts A and K, as identified on the plat entitled, "Mangrove Point Phases 2 and 3," and recorded in the Public Records of Hillsborough County, Florida at Plat Book 141, Pages 288-293.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anyway 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: Mary Moulton
Name: Mary Moulton

By: [Signature]
Name: Tony Squitieri
Title: Vice President

By: [Signature]
Name: John M. Harwood II

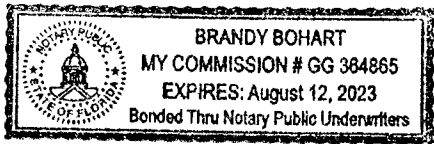
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of June, 2022, by Tony Squitieri, as Vice President 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.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Brandy Bohart
(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

**EASEMENT AGREEMENT
[MANGROVE POINT]**

THIS EASEMENT AGREEMENT is made and entered into this 16th day of June, 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

Mangrove Point and Mangrove Manor Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough 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 Hillsborough County, to wit: the Plat of *Mangrove Point Phase 1*, as recorded in Plat Book 141, Pages 49 et seq., inclusive ("**Mangrove Point Phase 1 Plat**"), and the Plat of *Mangrove Point Phases 2 and 3*, as recorded in Plat Book 141, Pages 288 et seq., inclusive ("**Mangrove Point Phases 2 and 3 Plat**", together with the Mangrove Point Phase 1 Plat, "**Plats**"), 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 grants 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 "Drainage Area (Private)," "Drainage Easement (Private)", and "Drainage Easement (Public)," as identified on the Plats.

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 Hillsborough 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]

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.

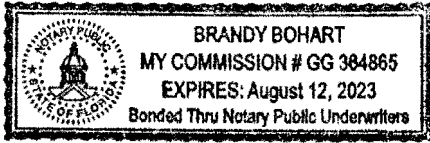
By: Mary Newton
Name: MARY NEWTON

By: [Signature]
Name: Tony Squitieri
Title: Vice President

By: [Signature]
Name: John M. Grantley, II

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of June, 2022, by Tony Squitieri as Vice President 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)

Brandy Bohart
NOTARY PUBLIC, STATE OF FLORIDA

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

[Signatures continue on following page]

WITNESSES

MANGROVE POINT AND MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT

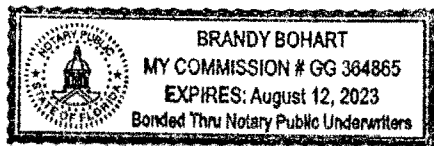
By: Mary Montoya
Name: MARY MONTAYA

By: [Signature]
Name: Christian Cotter
Title: Chair

By: [Signature]
Name: JOHN M. GRANADY, II

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of June, 2022, by Christian Cotter as Chair of the Mangrove Point and Mangrove Manor 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 SEAL)

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: Brandy Bohart
(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.

**MANGROVE POINT AND
MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

7C

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document.

Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR’s website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction’s response unless the project’s expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (i.e., FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction’s budget. While necessary to comply with the statute, the concept of “future expenditures” should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type the from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	Mangrove Point and Mangrove Manor CDD
Name of stormwater utility, if applicable:	
Contact Person	
Name:	Kyle Thornton
Position/Title:	District Engineer
Email Address:	kthornton@halff.com
Phone Number:	813-331-0974

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWWMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

SWFWMD: The District's ERP program uses WMP information and regulations to protect floodplain and historic basin storage and ensure that new development does not increase flood levels or the rate of stormwater runoff onto neighboring properties.

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?

If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:

- Does your jurisdiction have a dedicated stormwater utility?

If no, do you have another funding mechanism?

If yes, please describe your funding mechanism.

CDD O&M Taxes

- Does your jurisdiction have a Stormwater Master Plan or Plans?

If Yes:

How many years does the plan(s) cover?

Are there any unique features or limitations that are necessary to understand what the plan does or does not address?

Please provide a link to the most recently adopted version of the document (if it is published online):

- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?

If Yes, does it include 100% of your facilities?

If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	Yes
An illicit discharge inspection and elimination program?	No
A public education program?	No
A program to involve the public regarding stormwater issues?	No
A “housekeeping” program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, <i>etc.</i> ?	No
A stormwater ordinance compliance program (<i>i.e.</i> , for low phosphorus fertilizer)?	No
Water quality or stream gage monitoring?	No
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, <i>etc.</i>)?	No
A system for managing stormwater complaints?	No
Other specific activities?	

N/A

Notes or Comments on any of the above:

N/A

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)?

Yes

Notes or Comments on the above:

Treatment and storage systems; collection systems are typically conveyed to County

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No):

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	Yes
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	Yes
Invasive plant management associated with stormwater infrastructure?	Yes
Ditch cleaning?	Yes
Sediment removal from the stormwater system (vacator trucks, other)?	No
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	No
Street sweeping?	No
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	No
Non-structural programs like public outreach and education?	No
Other specific routine activities?	

N/A

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:	8,239.00	Feet
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:	4,093.00	Feet
Estimated number of storage or treatment basins (<i>i.e.</i> , wet or dry ponds):	8	
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :	0	
Number of chemical treatment systems (<i>e.g.</i> , alum or polymer injection):	0	
Number of stormwater pump stations:	0	
Number of dynamic water level control structures (<i>e.g.</i> , operable gates and weirs that control canal water levels):	0	
Number of stormwater treatment wetland systems:	0	
Other:		

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes	No	No
Rain gardens	No	No
Green roofs	No	No
Pervious pavement/pavers	No	No
Littoral zone plantings	No	No
Living shorelines	No	No
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
 - GIS program
 - MS4 permit application
 - Aerial photos
 - Past or ongoing budget investments
 - Water quality projects
- Other(s):
- Construction Plans

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government’s population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district’s boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

N/A

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (e.g., the expiration of an interlocal agreement, introduction of an independent special district, etc.).

N/A

[Proceed to Part 5](#)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects.

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance

Expenditures (in \$thousands)

	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs					
Brief description of growth greater than 15% over any 5-year period:					
*No estimates for operation and maintenance costs can be calculated at this time.					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

5.2.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

5.3.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

<input type="checkbox"/>	Stormwater Master Plan
<input checked="" type="checkbox"/>	Basin Studies or Engineering Reports
<input type="checkbox"/>	Adopted BMAP
<input type="checkbox"/>	Adopted Total Maximum Daily Load
<input type="checkbox"/>	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify:
<input type="checkbox"/>	Other(s):

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

Resiliency Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

- Has a vulnerability assessment been completed for your jurisdiction's storm water system? No
 - If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more? No
 - If yes, please provide a link if available:
 - If no, is a planning effort currently underway? No

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

End of Useful Life Replacement Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17	N/A					0	0
2017-18	N/A					0	0
2018-19	N/A					0	0
2019-20	N/A					0	0
2020-21	N/A					0	0

Expansion

Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17	N/A					0	0
2017-18	N/A					0	0
2018-19	N/A					0	0
2019-20	N/A					0	0
2020-21	N/A					0	0

Resiliency

Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17	N/A					0	0
2017-18	N/A					0	0
2018-19	N/A					0	0
2019-20	N/A					0	0
2020-21	N/A					0	0

Replacement of Aging Infrastructure

Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17	N/A					0	0
2017-18	N/A					0	0
2018-19	N/A					0	0
2019-20	N/A					0	0
2020-21	N/A					0	0

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	0	0	0	0

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

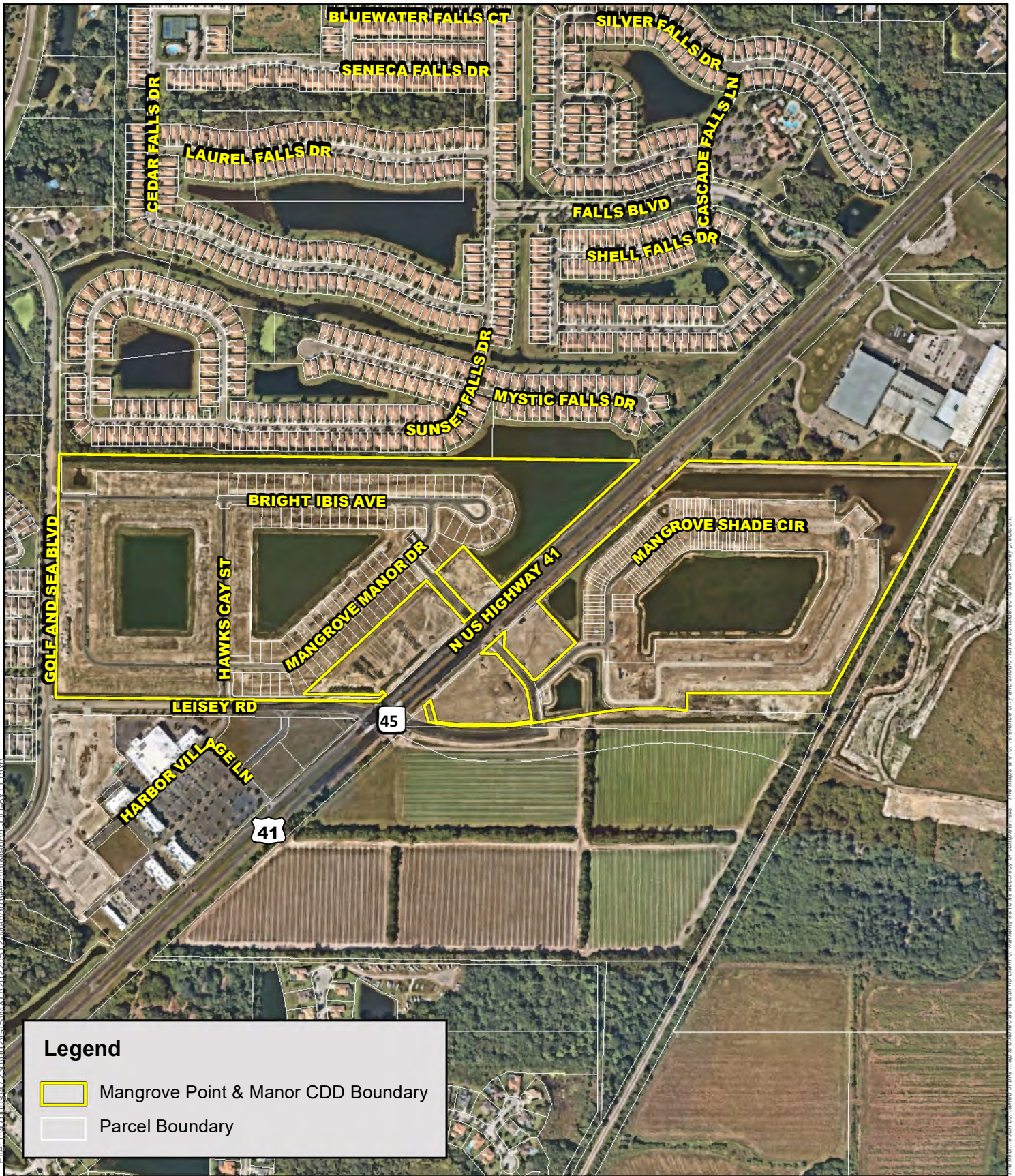
Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A				
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0

Total of Projects without Project Type and/or Funding Source Type			0	0	0	0	0
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File: L:\7000\47230\000\GIS\MXD\20220512_MangrovePointManorCDD_8x11.mxd



1000 N. Ashley Drive,
Suite 900
Tampa, FL 33602
813.620.4500



0 175 350 700 FEET



1 IN. = 700 FT.

CDD Boundary

47230.002
Mangrove CDD

**MANGROVE POINT AND
MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

8

**MANGROVE POINT & MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2022**

**MANGROVE POINT & MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2022**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS				
Cash	\$ 24,134	\$ -	\$ -	\$ 24,134
Investments				
Reserve	-	117,058	-	117,058
Capitalize interest	-	182,198	-	182,198
Cost of issuance	-	500	-	500
Due from Landowner	4,676	-	-	4,676
Total assets	<u>\$ 28,810</u>	<u>\$ 299,756</u>	<u>\$ -</u>	<u>\$ 328,566</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 13,032	\$ -	\$ -	\$ 13,032
Due to other	9,778	-	-	9,778
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>28,810</u>	<u>-</u>	<u>-</u>	<u>28,810</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	4,676	-	-	4,676
Total deferred inflows of resources	<u>4,676</u>	<u>-</u>	<u>-</u>	<u>4,676</u>
Fund balances:				
Restricted for:				
Debt service	-	299,756	-	299,756
Unassigned	(4,676)	-	-	(4,676)
Total fund balances	<u>(4,676)</u>	<u>299,756</u>	<u>-</u>	<u>295,080</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 28,810</u>	<u>\$ 299,756</u>	<u>\$ -</u>	<u>\$ 328,566</u>

**MANGROVE POINT & MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 8,373	\$ 30,190	\$ 79,348	38%
Total revenues	<u>8,373</u>	<u>30,190</u>	<u>79,348</u>	38%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	4,000	20,000	36,000	56%
Legal	-	-	25,000	0%
Engineering	-	-	2,000	0%
Dissemination agent*	83	250	583	43%
Telephone	20	140	200	70%
Postage	-	17	500	3%
Printing & binding	50	350	500	70%
Legal advertising	-	11,857	6,500	182%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	313	362	500	72%
Website hosting & maintenance	-	1,680	1,680	100%
Website ADA compliance	210	210	210	100%
Total professional & administrative	<u>4,676</u>	<u>34,866</u>	<u>79,348</u>	44%
Excess/(deficiency) of revenues over/(under) expenditures	3,697	(4,676)	-	
Fund balances - beginning	(8,373)	-	-	
Fund balances - ending	<u>\$ (4,676)</u>	<u>\$ (4,676)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

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

**MANGROVE POINT & MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED JUNE 30, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 73	\$ 74
Total revenues	73	74
EXPENDITURES		
Debt service		
Cost of issuance	-	161,950
Total debt service	-	161,950
Excess/(deficiency) of revenues over/(under) expenditures	73	(161,876)
OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	-	655,671
Underwriter's discount	-	(137,375)
Original issue discount	-	(56,664)
Total other financing sources	-	461,632
Net change in fund balances	73	299,756
Fund balances - beginning	299,683	-
Fund balances - ending	\$ 299,756	\$ 299,756

**MANGROVE POINT & MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED JUNE 30, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1,138	\$ 1,148
Total revenues	1,138	1,148
EXPENDITURES		
Capital outlay	4,622,157	7,195,476
Total expenditures	4,622,157	7,195,476
Excess/(deficiency) of revenues over/(under) expenditures	(4,621,019)	(7,194,328)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	7,194,328
Total other financing sources/(uses)	-	7,194,328
Net change in fund balances	(4,621,019)	-
Fund balances - beginning	4,621,019	-
Fund balances - ending	\$ -	\$ -

**MANGROVE POINT AND
MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

9

DRAFT

**MINUTES OF MEETING
MANGROVE POINT AND MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Mangrove Point and Mangrove Manor Community Development District held a Regular Meeting on May 13, 2022 at 10:00 a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 32610.

Present at the meeting were:

Christian Cotter	Chair
Mary Moulton	Vice Chair
Ryan Zook	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine (via telephone)	District Counsel
Kyle Thornton (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:01 a.m. Supervisors Cotter, Moulton and Zook were present in person. Supervisors Vincent and Carmack were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

Supervisors Cotter, Moulton and Zook each filed disclosure Form 8B, which will be attached as exhibits to the executed minutes.

THIRD ORDER OF BUSINESS

**Consideration of Resolution 2022-35,
Designating Certain Officers of the District,
and Providing for an Effective Date**

38 Ms. Cerbone presented Resolution 2022-35. She reviewed the current slate of officers
39 and recent changes to the Board. Ms. Moulton nominated the following slate of officers:

40	Christian Cotter	Chair
41	Mary Moulton	Vice Chair
42	Craig Wrathell	Secretary
43	Andre Carmack	Assistant Secretary
44	Ty Vincent	Assistant Secretary
45	Ryan Zook	Assistant Secretary
46	Cindy Cerbone	Assistant Secretary

47 No other nominations were made.

48 Prior appointments by the Board for Treasurer and Assistant Treasurer remain
49 unaffected by this Resolution.

50

51 **On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor,**
52 **Resolution 2022-35, Designating Certain Officers of the District, as nominated,**
53 **and Providing for an Effective Date, was adopted.**

54

55

56 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-36,
Approving the Proposed Budget for Fiscal
Year 2022/2023 and Setting a Public
Hearing Thereon Pursuant to Florida Law
and Providing for an Effective Date**

61

62 Ms. Cerbone presented Resolution 2022-36. She highlighted portions of the proposed
63 Fiscal Year 2022/2023 budget. Revenues are comprised of on-roll assessments. She discussed
64 the plans to enter into an agreement with the HOA to manage and collect funds for Field
65 Operations. The Agreement will be included for consideration on the same agenda as the
66 budget adoption.

67 Ms. Cerbone stated that she allocated three months working capital and asked for
68 direction from the Board.

69 Upon review of the on-roll assessment figures, Ms. Moulton voiced her opinion that the
70 Operations and Maintenance (O&M) assessment per unit amount for the SF 50' units seemed
71 high for just admin costs, as it did not include field operations costs.

72 Ms. Cerbone explained that the same stratification used on the debt was used for
73 Admin O&M. She believed the jump was due to building up three months working capital. Ms.
74 Moulton asked to reduce the working capital amount to just one month. Ms. Cerbone would
75 reduce the working capital amount to \$11,000.

76 The Board discussed and confirmed the desire to have the assessment amounts
77 bifurcated and for the townhome (TH) costs to be less than for the SF 50' units, in accordance
78 with the debt service.

79 The Board agreed with Ms. Cerbone's suggestion to work with Ms. Moulton and reduce
80 working capital to \$11,000, along with anything necessary to ensure the stratification of the
81 assessments between the TH and SF homes are correct. The goal is to have the TH assessments
82 be around \$162.

83 Mr. Earlywine confirmed that Ms. Cerbone working on this outside of a meeting is fine
84 and should ensure that the notices have the correct numbers before mailing.

85 The following changes would be made to the General Fund Budget:

86 Page 1, "Legal" line item: Change "25,000" to "20,000"

87 Page 1, "Engineering" line item: Change "20,000" to "15,000"

88

89 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor,**
90 **Resolution 2022-36, Approving the Proposed Budget for Fiscal Year 2022/2023,**
91 **as amended and subject to Ms. Cerbone working with Ms. Moulton and**
92 **applicable Staff Members on finalizing the assessment levels, and Setting a**
93 **Public Hearing Thereon Pursuant to Florida Law on August 12, 2022 at 10:00**
94 **a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida**
95 **32610, and Providing for an Effective Date, was adopted.**

96

97

98 **FIFTH ORDER OF BUSINESS**

Consideration of Resolution 2022-37,
Extending the Terms of Office of All
Current Supervisors to Coincide with the

99

100

101 General Election Pursuant to Section
102 190.006, Florida Statutes; Providing for
103 Severability; and Providing an Effective
104 Date
105

106 Ms. Cerbone presented Resolution 2022-37.
107

108 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor,**
109 **Resolution 2022-37, Extending the Terms of Office of All Current Supervisors to**
110 **Coincide with the General Election Pursuant to Section 190.006, Florida**
111 **Statutes; Providing for Severability; and Providing an Effective Date, was**
112 **adopted.**

113
114
115 **SIXTH ORDER OF BUSINESS**

116 Consideration of Resolution 2022-38,
117 Designating Dates, Times and Locations for
118 Regular Meetings of the Board of
119 Supervisors of the District for Fiscal Year
120 2022/2023 and Providing for an Effective
121 Date

122 Ms. Cerbone presented Resolution 2022-38.
123

124 **On MOTION by Mr. Cotter and seconded by Mr. Zook, with all in favor,**
125 **Resolution 2022-38, Designating Dates, Times and Locations for Regular**
126 **Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023**
127 **and Providing for an Effective Date, was adopted.**

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129
130 **SEVENTH ORDER OF BUSINESS**

131 Consideration of Resolution 2022-07,
132 Designating the Primary Administrative
133 Office and Principal Headquarters of the
134 District and Providing an Effective Date

135 Ms. Cerbone presented Resolution 2022-07. A Board Member stated he prefers not to
136 use the sales office as the principal headquarters of the CDD. Ms. Cerbone stated that it will
137 only be until an applicable on-site facility opens.
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On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Resolution 2022-07, Designating the office of Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, as the Primary Administrative Office and the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 32610, as the Principal Headquarters of the District and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

**Update/Status: Stormwater Needs
Analysis Report**

Mr. Thornton stated that a draft letter was emailed yesterday. The letter explains that submittal of the required Stormwater Management Needs Analysis Report is not applicable at this time because the systems are newly built. It acknowledges that the CDD will file the Report in the future. He asked Mr. Earlywine to submit comments, if any, to him. The current and future annual maintenance budget costs necessary to finalize the letter are pending from the HOA.

Mr. Cotter was designated to work with Mr. Earlywine on these matters.

NINTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of March 31, 2022**

Ms. Cerbone presented the Unaudited Financial Statements as of March 31, 2022.

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the Unaudited Financial Statements as of March 31, 2022, were accepted.

TENTH ORDER OF BUSINESS

**Approval of March 11, 2022 Regular
Meeting Minutes**

Ms. Cerbone presented the March 11, 2022 Regular Meeting Minutes.

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the March 11, 2022 Regular Meeting Minutes, as presented, were approved.

175 **ELEVENTH ORDER OF BUSINESS** **Staff Reports**

176

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

178 Mr. Earlywine asked for the status of the landscaping and hardscaping projects and
179 whether they were completed, as he wants to finish all the real estate work and present the
180 project completion resolution later this year. Mr. Cotter stated that they are working mostly on
181 clean up. The Resolution would be included on the August agenda.

182 **B. District Engineer (Interim): *Halff Associates, Inc.***

183 There was no report.

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

185 The Request for Qualification (RFQ) for Engineering Services and the Request for
186 Proposals (RFP) for Annual Audit Services will be published soon. The responses to the RFQ and
187 RFP and the HOA Maintenance Agreement will be on the August agenda.

- 188 • **NEXT MEETING DATE: June 10, 2022 at 10:00 A.M.**

- 189 ○ **QUORUM CHECK**

190 The next meeting would be held on June 10, 2022, unless canceled.

191

192 **TWELFTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

193

194 There were no Board Members' comments or requests

195

196 **THIRTEENTH ORDER OF BUSINESS** **Public Comments**

197

198 There were no public comments.

199

200 **FOURTEENTH ORDER OF BUSINESS** **Adjournment**

201

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

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204 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the**
205 **meeting adjourned at 10:21 a.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

**MANGROVE POINT AND
MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

10C

**MANGROVE POINT AND MANGROVE MANOR
COMMUNITY DEVELOPMENT DISTRICT**

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610

**Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
January 14, 2022 CANCELED	Regular Meeting	11:00 AM
February 11, 2022	Regular Meeting	11:00 AM
March 11, 2022*	Regular Meeting	10:30 AM
April 8, 2022* CANCELED	Regular Meeting	10:00 AM
May 13, 2022*	Regular Meeting	10:00 AM
June 10, 2022* CANCELED	Regular Meeting	10:00 AM
July 8, 2022* CANCELED	Regular Meeting	10:00 AM
August 12, 2022*	Regular Meeting	10:00 AM
September 9, 2022*	Regular Meeting	10:00 AM