

SOUTHPOINTE OF MANATEE COUNTY

COMMUNITY DEVELOPMENT DISTRICT

January 14, 2026

BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Southpointe of Manatee County Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W●Boca Raton, Florida 33431

Phone: (561) 571-0010●Toll-free: (877) 276-0889●Fax: (561) 571-0013

<https://southpointeofmanateeccounty.cdd.net/>

January 7, 2026

ATTENDEES:

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

Board of Supervisors
Southpointe of Manatee County Community Development District

Dear Board Members:

The Board of Supervisors of the Southpointe of Manatee County Community Development District will hold a Regular Meeting on January 14, 2026 at 11:00 a.m., at the Holiday Inn Express and Suites Bradenton East-Lakewood Ranch, 5464 Lena Road, Bradenton, Florida 34211. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Michael Stephens [Seat 1]
4. Consider Appointment to Fill Unexpired Term of Seat 1; *Term Expires November 2028*
 - Administration of Oath of Office to Appointed Supervisor (*the following to be provided under separate cover*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
5. Consider Appointment to Fill Unexpired Term of Seat 3; *Term Expires November 2026*
 - Administration of Oath of Office to Appointed Supervisor

6. Consider Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 2026*
 - Administration of Oath of Office to Appointed Supervisor
7. Consideration of Resolution 2026-01, Electing and Removing Officers of the District and Providing for an Effective Date
8. Consideration of Resolution 2026-02, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2026 ("Bonds"); Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date **[AMENDED AND RESTATED SUPPLEMENTAL ASSESSMENT RESOLUTION WITH DELEGATION OF AUTHORITY]**
 - A. First Supplement Engineer's Report for Assessment Area One
 - B. First Supplemental Special Assessment Methodology Report
9. Consideration of CDD/HOA Maintenance Agreement
10. Consideration of Resolution 2026-03, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication, and Providing for Severability and an Effective Date [Seats 3, 4 & 5]
11. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
 - A. October 1, 2024 - September 30, 2025 [Posted]
 - B. October 1, 2025 - September 30, 2026
12. Ratification of Acquisition of Phase 1 Improvements
13. Acceptance of Unaudited Financial Statements as of November 30, 2025
14. Approval of August 13, 2025 Public Hearing and Regular Meeting Minutes
15. Staff Reports
 - A. District Counsel: *Kutak Rock, LLP*
 - B. District Engineer: WRA Engineering

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

- NEXT MEETING DATE: February 11, 2026 at 11:00 AM
 - QUORUM CHECK

SEAT 1		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 2	STEVEN DEHART	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 3		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 4	CHRIS PANNULLO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 5		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

16. Board Members' Comments/Requests

17. Public Comments

18. Adjournment

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

Sincerely,



Cindy Cerbone
District Manager

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

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Southpointe of Manatee County Community Development District
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Michael E. Stephens
Printed Name

Date: 10-17-2025
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Southpointe of Manatee County Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board of Supervisors, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.


Signature

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

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**SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA

COUNTY OF _____

The foregoing oath was administered before me by means of physical presence or online notarization on this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of SouthPointe of Manatee County Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: Home Office County of Residence _____

Street _____ Phone _____ Fax _____

City, State, Zip _____ Email Address _____

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2026-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SOUTHPOINTE OF MANATEE COUNTY COMMUNITY
DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF
THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the District's Board of Supervisors desires to elect and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT THAT:**

SECTION 1. The following is/are elected as Officer(s) of the District effective January 14, 2026:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of January 14, 2026:

Michael Stephens _____ Chair _____

_____ _____

_____ _____

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Chris Conti is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 14th day of January, 2026.

ATTEST:

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2026-02¹

[SUPPLEMENTAL ASSESSMENT RESOLUTION
WITH DELEGATION OF AUTHORITY -
SOUTHPOINTE OF MANATEE COUNTY - ASSESSMENT AREA ONE]

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2026 (ASSESSMENT AREA ONE); MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING AN ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; DELEGATING AUTHORITY TO PREPARE FINAL REPORTS AND UPDATE THIS RESOLUTION; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Southpointe of Manatee County Community Development District ("District") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the issuance of bonds secured by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District's Board of Supervisors ("Board") has previously adopted, after proper notice and public hearing, Resolution No. 2025-02 ("Master Assessment Resolution"), relating to the imposition, levy, collection and enforcement of such special assessments, and establishing a master lien over the property within the District, which lien remains inchoate until the District issues bonds, as provided in the Master Assessment Resolution; and

WHEREAS, the Master Assessment Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution may be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds; and

WHEREAS, on August 13, 2025, and in order to finance all or a portion of what is known as the "Assessment Area One Project" (herein, "Project"), the District adopted Resolution 2025-16 ("Delegated Award Resolution"), which authorized the District to enter into a *Bond Purchase Contract* and sell its Special Assessment Bonds, Series 2026 (Assessment Area One) ("Bonds") within certain parameters set forth in the Delegated Award Resolution; and

WHEREAS, the District intends to secure the Bonds by levying debt service special assessments ("Assessments") pursuant to the terms of the Master Assessment Resolution, in accordance with the supplemental trust indenture applicable to the Bonds and associated financing documents; and

¹ This resolution supersedes and replaces Resolution 2025-17, adopted on August 13, 2025, and in order to update the references from the "Series 2025 Bonds" to the "Series 2026 Bonds," given that the bonds will be issued in 2026.

WHEREAS, pursuant to and consistent with the Master Assessment Resolution and Delegated Award Resolution, the District desires to authorize the finalization of its Assessments, among other actions.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
THE SOUTHPONTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT
DISTRICT AS FOLLOWS:**

1. INCORPORATION OF RECITALS. All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and the Master Assessment Resolution.

3. ADDITIONAL FINDINGS; ADOPTION OF ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board hereby finds and determines as follows:

- a. The *First Supplemental Engineer's Report*, attached to this Resolution as **Exhibit A** ("Engineer's Report"), identifies and describes, among other things, the presently expected components and estimated costs of the Project. The District hereby confirms that the Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Bonds, subject to any changes deemed necessary under Section 4.a herein.
- b. The *Final First Supplemental Special Assessment Methodology Report*, attached to this Resolution as **Exhibit B** ("Supplemental Assessment Report"), applies the *Master Special Assessment Methodology Report* dated November 13, 2023 ("Master Assessment Report") to the Project and the actual terms of the Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Bonds, subject to any changes deemed necessary under Section 4.a herein.
- c. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B**, the Project benefits all developable property within the "Assessment Area One," as further described in **Exhibit C** attached hereto ("Assessment Area"). Moreover, the benefits from the Project funded by the Bonds equal or exceed the amount of the Assessments, as described in **Exhibit B**, and such the Assessments are fairly and reasonably allocated across the Assessment Area. It is reasonable, proper, just and right to assess the portion of the costs of the Project to be financed with the Bonds to the specially benefited properties within the Assessment Area as set forth in Master Assessment Resolution and this Resolution.

4. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; DELEGATION OF AUTHORITY FOR DISTRICT STAFF TO ISSUE FINAL REPORTS AND UPDATE THIS RESOLUTION. As provided in the Master Assessment Resolution, this Resolution is intended to set forth the terms of the

Bonds and the final amount of the lien of the Assessments. In connection with the closing on the sale of the Bonds, District Staff is authorized to:

- a. Prepare final versions of the Engineer's Report and Supplemental Assessment Report attached hereto as **Exhibit A** and **Exhibit B**, respectively, to incorporate final pricing terms and make such other revisions as may be deemed necessary, provided however that:
 - i. the Assessments shall be levied and imposed within the parameters of the Master Assessment Resolution and Delegated Award Resolution,
 - ii. the final versions shall be approved by the Chairman or, in the Chairman's absence, the Vice Chairman, and in the absence or unavailability of the Vice Chairman, any other member of the Board, which approval shall be conclusively evidenced by execution of the Bond Purchase Contract and closing on the Bonds, and
 - iii. the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of Assessments pledged to the issuance of the Bonds, which amount shall be consistent with the lien imposed by the Master Assessment Resolution, and shall all be as set forth in the final Supplemental Assessment Report.
- b. After pricing of the Bonds, the District Manager is directed to attach a **Composite Exhibit D** to this Resolution showing: (i) Maturities and Coupon of Bonds, (ii) Sources and Uses of Funds for Bonds, and (iii) Annual Debt Service Payment Due on Bonds; and
- c. Upon closing on the District's Bonds, the District's Secretary is hereby authorized and directed to record a Notice of Assessments in the Official Records of the County in which the District is located, or such other instrument evidencing the actions taken by the District. The lien of the Assessments shall be the principal amount due on the Bonds, together with interest and collection costs, and other pledged revenues as set forth in the applicable indenture(s), and shall cover all developable acreage within the Assessment Area, as further provided in the assessment roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage.

5. ALLOCATION AND COLLECTION OF THE ASSESSMENTS.

- a. The Assessments shall be allocated in accordance with **Exhibit B**. The final Assessment Report to be attached as **Exhibit B** shall reflect the actual terms of the issuance of the Bonds.
- b. The Master Assessment Resolution sets forth the terms for collection and enforcement of the Assessments. The District hereby certifies the Assessments for collection to ensure payment of debt service as set forth in **Exhibit B** and **Composite Exhibit D**. The District Manager is directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law and the applicable trust indenture in order to provide for the timely payment of debt

service (and after taking into account any capitalized interest period, if any). Among other things, the District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Assessments and present same to the Board as required by law.

6. IMPACT FEE CREDITS. Consistent with the Master Assessment Resolution, and without intending to limit the same, and in lieu of receiving impact fee credits from any public improvements financed by the District, the District may elect to receive a contribution of infrastructure, reduce the cost of acquiring the improvements, or otherwise address any impact fee credits applicable to the Project.

7. PREPAYMENT OF ASSESSMENTS. Any owner of property subject to the Assessments may, at its option, pre-pay the entire amount of the Assessments any time, or a portion of the amount of the Assessments up to two (2) times (or as otherwise provided by the Supplemental Indenture for the Bonds), plus any applicable interest (as provided for in the Supplemental Indenture for the Bonds), attributable to the property subject to the Assessments owned by such owner. In connection with any prepayment of Assessments, the District may grant a discount equal to all or part of the payee's proportionate share of financing costs (e.g., reserves) to the extent such discounts are provided for under the applicable trust indenture. Except as otherwise set forth herein, the terms of the Master Assessment Resolution addressing prepayment of assessments shall continue to apply in full force and effect.

8. APPLICATION OF TRUE-UP PAYMENTS. The terms of the Master Assessment Resolution addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

9. IMPROVEMENT LIEN BOOK. Immediately following the closing on the District's Bonds, the Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit B** until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. ADDITIONAL AUTHORIZATION. The Chairman, the Secretary, and all other Supervisors, officers and staff of the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Bonds, and final levy of the Assessments, and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, notices, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by this Resolution. The Vice Chairman is hereby authorized to act in the stead of the Chairman in any undertaking authorized or required of the Chairman hereunder, and in the absence of the Chairman and Vice Chairman, any other member of the District's Board of Supervisors is so authorized, and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

11. CONFLICTS. This Resolution is intended to supplement the Master Assessment Resolution, which remains in full force and effect and is applicable to the Bonds except as modified herein. This Resolution and the Master Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

12. **SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

[CONTINUED ON NEXT PAGE]

APPROVED and **ADOPTED** this 14th day of January, 2026.

ATTEST:

**SOUTHPOINTE OF MANATEE COUNTY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: *First Supplemental Engineer's Report*

Exhibit B: *Final First Supplemental Special Assessment Methodology Report*

Exhibit C: Legal Description of the Assessment Area

Comp. Exhibit D: Maturities and Coupon of Bonds

Sources and Uses of Funds for Bonds

Annual Debt Service Payment Due on Bonds

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

8A

**Southpointe at Manatee County Community
Development District (CDD)
First Supplemental Engineer's Report
For
Southpointe**

Prepared For:

Board of Supervisors of the Southpointe at Manatee County CDD
Manatee County, FL

Prepared by:

Clint R. Cuffle, P.E.
WRA Engineering
University Park, FL

January 12, 2026



**FIRST SUPPLEMENTAL ENGINEER'S REPORT FOR THE
SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT**
January 12, 2026

1. PURPOSE

This report supplements the *Engineer's Report*, dated November 5, 2023 ("Master Report") in order to address the first phase of the District's CIP to be known as the "**2026 Project**" a/k/a "**Assessment Area One Project**." All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

2. 2026 PROJECT

The District's 2026 Project includes the portion of the CIP that is necessary for the development of what is known as "Phases 1 and 2" (together, "**Assessment Area One**") of the District. A legal description and sketch for Assessment Area One are shown in **Exhibit A**.

Product Mix

The table below shows the product types that will be part of the 2026 Project:

Product Types

Product Type	2026 Project / Assessment Area One Units (Phases 1 and 2)
Townhome	0
Villa	114
SF 40'	42
SF 50'	65
TOTAL	221

List of 2026 Project Improvements

The various improvements that are part of the overall CIP – including those that are part of the 2026 Project – are described in detail in the Master Report, and those descriptions are incorporated herein. The 2026 Project includes, generally stated, the following items relating to Assessment Area One: stormwater management, utilities, hardscape/landscape/irrigation, on-site conservation/mitigation, the differential cost of undergrounding electrical conduit, soft costs, etc. Also, the 2026 Project includes the development of a right turn lane on Moccasin Wallow Road, and utility extensions within Moccasin Wallow Road for both sanitary sewer and reclaimed water systems. Note that the roadways are private and gated and not included as costs within this assessment area.

Permits

All permits and approvals necessary for the development of the 2026 Project have been obtained or are reasonably expected to be obtained in due course.

PHASE	NO. OF UNITS	ZONING	MASS GRADING PERMIT	MANATEE CO. CONSTRUCTION	SWFWMD ERP	START OF CONSTR	COMPLETION OF CONSTRUCTION
I / II	221	Yes	Yes	Yes	Yes	11/1/2023	12/1/2025
Future Phases	303	Yes	Yes	No	Yes	TBD	TBD

Estimated Costs / Benefits

The table below shows the costs that are necessary for delivery of the Assessment Area One lots for the 2026 Project, which includes the roads, utilities, and other improvements specific to Assessment Area One as well as “master” improvements as described above.

ESTIMATED COSTS OF DELIVERING THE ASSESSMENT AREA ONE PROJECT

Improvement	2026 Project Estimated Cost	Operation & Maintenance Entity
Stormwater System	\$4,294,600	CDD
Water, Reclaim, and Wastewater Utilities	\$2,852,100	County
Landscape/Hardscape/Irrigation	\$450,000	CDD
Differential Cost of Undergrounding of Electric Conduit	25,000	CDD
Conservation/Mitigation	\$175,000	CDD
Off-Site Improvements	\$525,000	County
Professional Fees	\$700,000	N/A
Contingency (10%)	\$902,170	As above
TOTAL	\$9,923,870	

- a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- b. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
- c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.
- d. Because the CIP is a system of improvements, future bonds, secured by special assessments levied on lands outside of the Assessment Area 1, may be issued to finance certain master improvements that were constructed as part of the 2026 Project.

3. CONCLUSION

The 2026 Project will be designed in accordance with current governmental regulations and requirements. The 2026 Project will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- the estimated cost to the 2026 Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;

- all of the improvements comprising the 2026 Project are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the 2026 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the 2026 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within Assessment Area One will receive a special benefit from the 2026 Project that is at least equal to the costs of the 2026 Project.

As described above, this report identifies the benefits from the 2026 Project to the lands within Assessment Area One. The general public, property owners, and property outside Assessment Area One will benefit from the provisions of the 2026 Project; however, these are incidental to the 2026 Project, which is designed solely to provide special benefits peculiar to property within Assessment Area One. Special and peculiar benefits accrue to property within Assessment Area One and enable properties within its boundaries to be developed.

The 2026 Project will be owned by the District or other governmental units and such 2026 Project is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the 2026 Project is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The 2026 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property.

Please note that the 2026 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the 2026 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

WATER RESOURCE ASSOCIATES, LLC

Clint Cuffle, P.E.

Florida License No. 69139

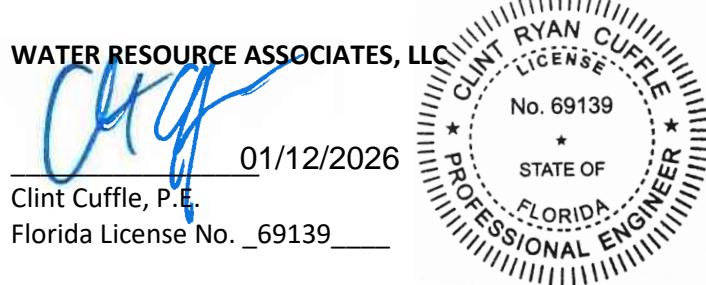
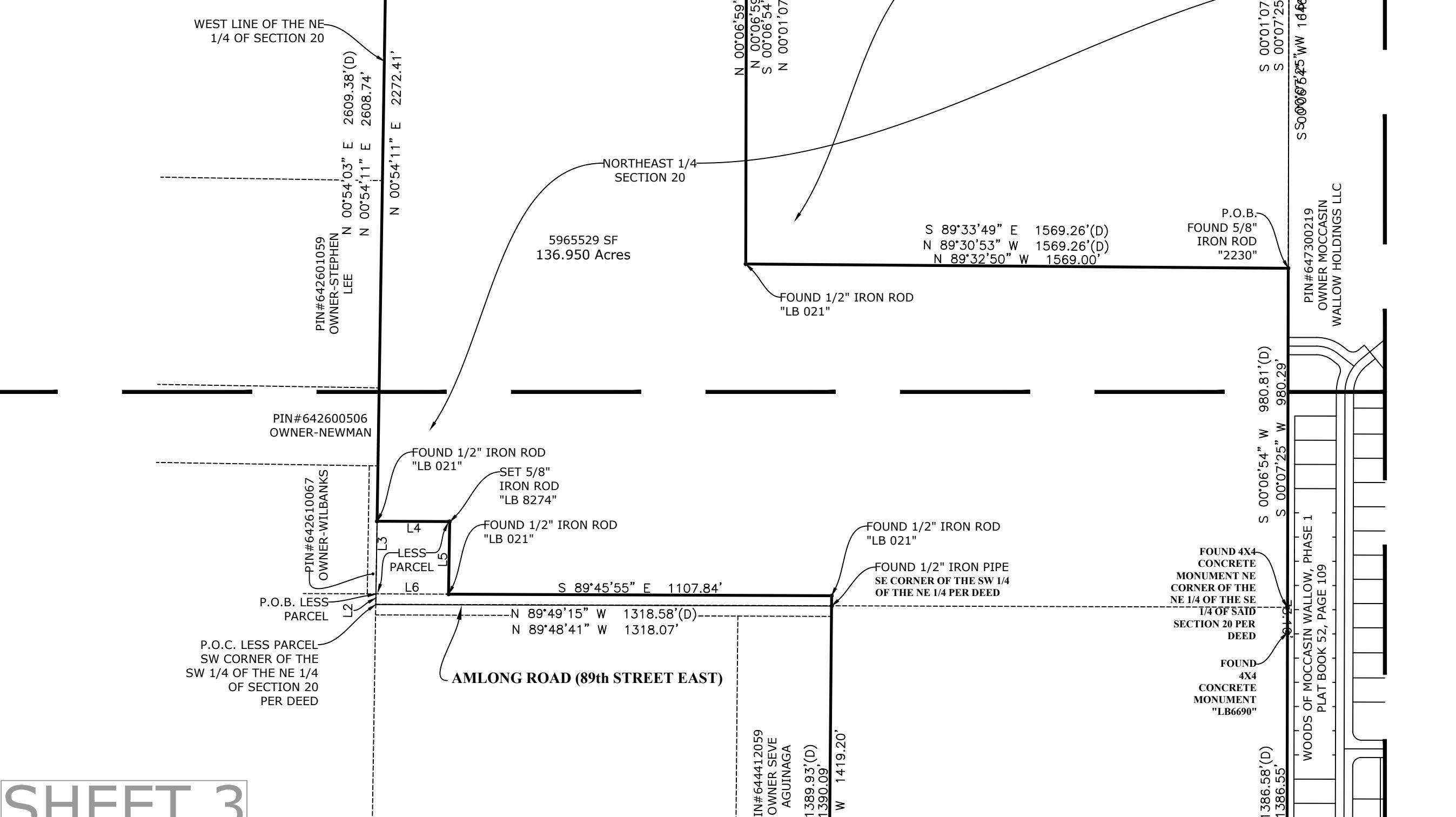
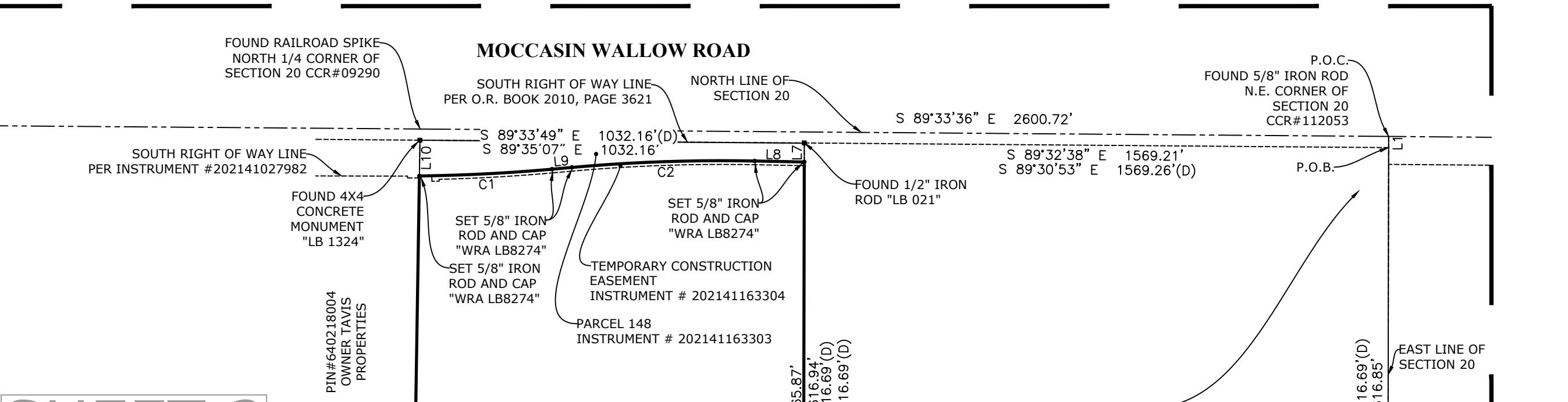
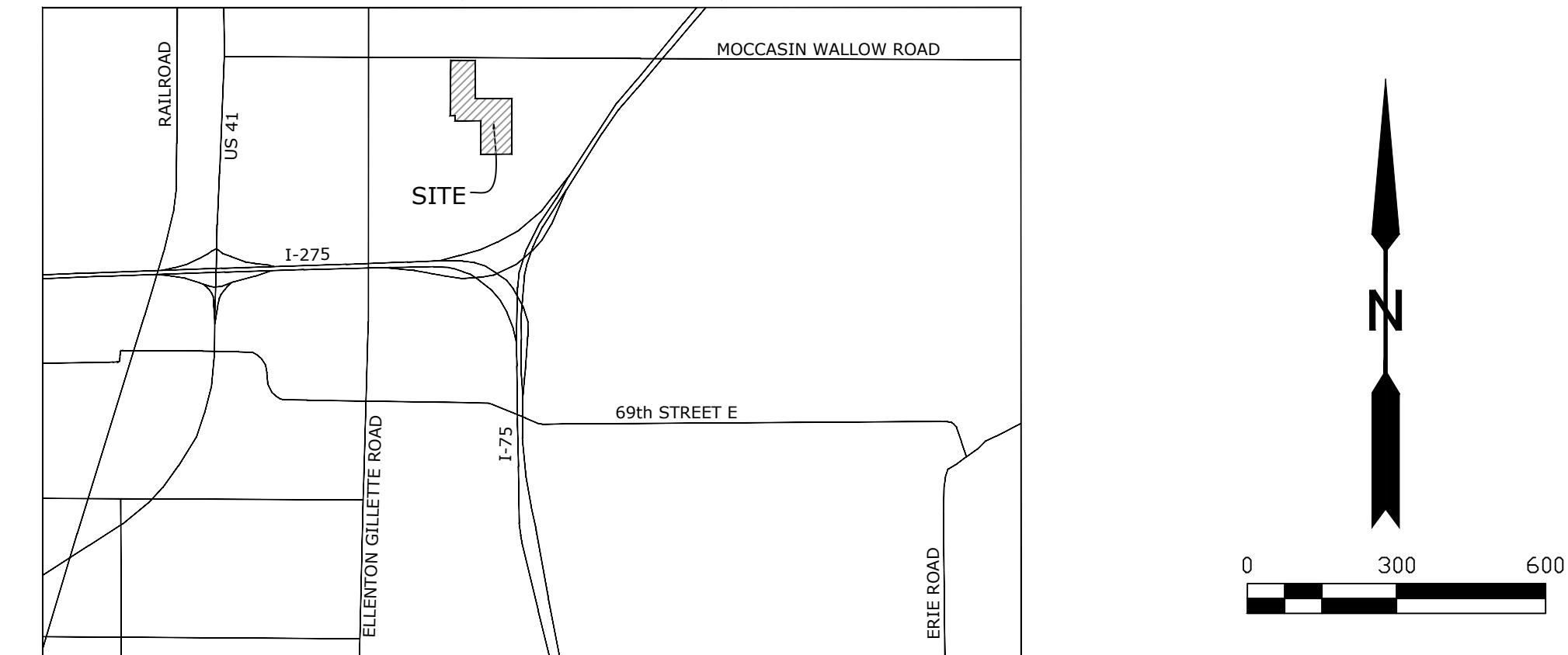


EXHIBIT A: Legal Descriptions and Sketch of Assessment Area One

**EXHIBIT A: Legal Descriptions and Sketch of
Assessment Area One**

BOUNDARY SURVEY

SITE MAP (NOT TO SCALE)



LEGEND

- HYDRANT
- WATER VALVE
- BACK FLOW PREVENTER
- UNDER GROUND GAS MARKER
- INLET
- △ MAILBOX
- ★ GUY WIRE
- WATER METER
- SIGN
- TELEPHONE BOX
- RECLAIMED WATER VALVE
- WELL
- UTILITY POLE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- D.R. OFFICIAL RECORDS
- PIN PARCEL IDENTIFICATION
- (D) DEED

LINE	BEARING	DISTANCE
L1	S 00°07'47" W 30.00'	
L1(D)	S 00°01'07" W 30.00'	
L2	N 00°54'11" E 30.17'	
L3	N 00°54'11" E 210.01'	
L4(D)	S 89°45'55" E 210.01'	
L5	S 00°54'11" W 210.01'	
L5(D)	S 00°49'30" W 210.00'	
L6	S 89°45'33" W 210.00'	
L7	N 00°06'59" E 51.06'	
L8	N 88°53'01" W 133.16'	
L9	N 84°52'26" E 53.33'	
L10	N 00°54'11" E 96.15'	

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD	BEARING	CHORD LENGTH
L1	356.61'	4655.66'	423.24'	N 87°01'17" E 356.75'		
L2(D)	49.156'	4511.66'	614.33*	S 87°53'42" W 491.31'		

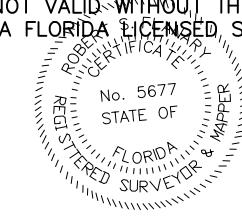
TITLE: **BOUNDARY SURVEY**

CLIENT: **MI HOMES**

DESC: SECTION 20 TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CERTIFIED TO: (FOR THE EXCLUSIVE USE OF)
Shaw & Associates, Inc.
Old Republic National Title Insurance Company
MI Homes of Sarasota, LLC

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

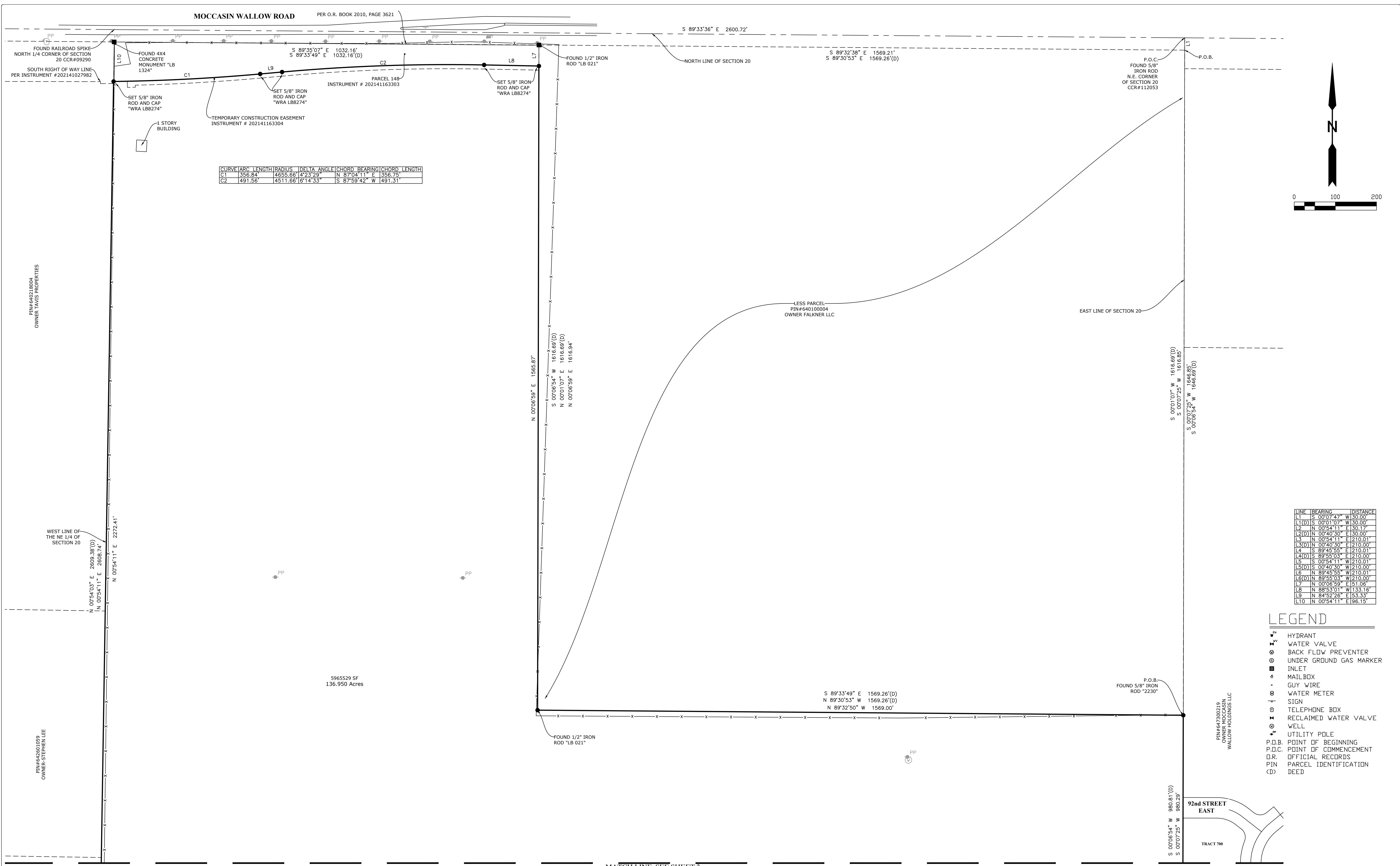


ROBERT S. FLANARY, P.S.M.
FLORIDA SURVEYORS REGISTRATION NO. 5677

NO.	REVISION	DATE	BY
1.	REVISED PER REVISED TITLE COMMITMENT	1/4/21	RSF
2.	REVISED COMMITMENT DATE	10/3/23	RSF

WRA WATER RESOURCE ASSOCIATES, LLC
7978 Cooper Creek Blvd.
University Park, Florida 34201
Phone: 941.275.9721 Fax: 941.275.9729
www.wraengineering.com LB 8274

SHEET 1 OF 3



TITLE: BOUNDARY SURVEY

CLIENT: MI HOMES

DESC: SECTION 20 TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CERTIFY TO: (FOR THE EXCLUSIVE USE OF)

NO.	REVISION

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7978 Cooper Creek Blvd.
University Park, Florida 34201
Phone: 941.275.9721 Fax: 941.275.9729
www.wraengineering.com LB 8274

CADD File: VORBECK BOUNDARY		DRAWN BY: RSF	CHECKED BY: RSF
PROJ. NO.: 2147	Field Book: 68	FIELD DATE: 10/26/21	SCALE: 1"=100'

SHEET
2
OF 3

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

8B

SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

Preliminary First Supplemental
Special Assessment Methodology Report

January 14, 2026



Provided by:

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1.0 Introduction

1.1 Purpose

This Preliminary First Supplemental Special Assessment Methodology Report (the “First Supplemental Report”) was developed to supplement the Master Special Assessment Allocation Report (the “Master Report”) dated November 13, 2023 and to provide a supplemental financing plan and a supplemental special assessment methodology for the Southpointe of Manatee County Community Development District (the “District”), located within unincorporated Manatee County, Florida. This First Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements contemplated to be provided by the District in order to develop the 221 residential units which make up Phases 1 and 2 of development (together “Assessment Area One”).

1.2 Scope of the First Supplemental Report

This First Supplemental Report presents projections for financing that portion of the District’s public infrastructure improvements known as the “Assessment Area One Project” or “2026 Project,” as described in the Supplemental Engineer’s Report prepared by Water Resource Associates, LLC d/b/a WRA Engineering dated January 11, 2026 (the “Engineer’s Report”). This First Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of a portion of the 2026 Project as described in the Engineer’s Report.

1.3 Special Benefits and General Benefits

Improvements undertaken and funded in part by the District as part of the 2026 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within the boundaries of Assessment Area One as well as general benefits to the public at large. However, as discussed within this First Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within Assessment Area One of the District. The District’s 2026 Project enables properties within the boundaries of Assessment Area One to be developed.

There is no doubt that the general public, property owners and property outside of Assessment Area One will benefit from the

provision of the 2026 Project. However, these benefits are only incidental since the 2026 Project is designed solely to provide special benefits peculiar to property within Assessment Area One. Properties outside of Assessment Area One are not directly served by the 2026 Project and do not depend upon the 2026 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of Assessment Area One.

The 2026 Project will provide infrastructure and improvements which are all necessary in order to make the lands within Assessment Area One of the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Assessment Area One to increase by more than the sum of the financed cost of the individual components of the 2026 Project. Even though the exact value of the benefits provided by the 2026 Project is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

1.4 Organization of the First Supplemental Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the 2026 Project as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five discusses the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District serves the Southpointe of Manatee County development (the “Development” or “Southpointe”), a master planned, residential development located in unincorporated Manatee County, Florida. The land within the District consists of approximately 137.412 +/- acres and is generally located west of I-75 on the south side of Moccasin Wallow Road and north of the Buffalo Canal. Of the aforementioned acreage, Assessment Area One consists of approximately **74.00 +/- acres**.

2.2 The Development Program

The development of Southpointe is anticipated to be conducted by M/I Homes of Sarasota, LLC or an affiliated entity (the “Developer”). Based upon the information provided by the Developer, the current development plan for the District envisions a total of 524 residential units, although development phasing, land use types and unit numbers may change throughout the development period. Of the aforementioned units, Assessment Area One is anticipated to account for 221 residential units. Table 1 in the *Appendix* illustrates the development plan for the District.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 2026 Project

The 2026 Project needed to serve the Development is projected to consist of Stormwater System, Public Roadways, Water and Wastewater Utilities, Landscape/ Hardscape/ Irrigation, Differential Cost of Undergrounding of Electric Conduit, Amenities, Conservation/ Mitigation, Off-Site Improvements, along with professional fees and contingency, all as set forth in more detail in the Engineer's Report.

All of the infrastructure included in the 2026 Project will comprise an interrelated system of improvements with the overall capital improvement plan (the “CIP”), which means that all of the improvements will serve the entire District and all improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the 2026 Project are estimated at \$9,923,870.00. Table 2 in the *Appendix* illustrates the specific components of the 2026 Project and their costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within Assessment Area One of the District. It is the District's intention to finance a portion of the 2026 Project with proceeds of the Special Assessment Bonds, Series 2026 (Assessment Area One) (the "Series 2026 Bonds") issued in the estimated principal amount of \$4,095,000*.

The Series 2026 Bonds are projected to finance infrastructure construction/acquisition costs in the projected amount of \$3,614,701.88*. As the Series 2026 Bonds will finance only a portion of the costs of the 2026 Project, the balance of the costs will be funded by the Developer as a Developer contribution under a completion agreement that will be entered into by the District and the Developer and/or funded by subsequent bonds issued by the District.

4.2 Types of Bonds Proposed

The supplemental financing plan for the District provides for the issuance of the Series 2026 Bonds in the principal amount estimated at \$4,095,000* to finance a portion of the 2026 Project projected to total \$3,614,701.88*. The Series 2026 Bonds are structured to be amortized in 30 annual installments following an approximately 4-month capitalized interest period. Interest payments on the Series 2026 Bonds would be made every May 1 and November 1 and principal payments on the Series 2026 Bonds would be made every May 1 or November 1.

In order to finance a portion of the 2026 Project and other costs, the District needs to borrow more funds and incur indebtedness in the principal amount estimated at \$4,095,000*. The difference is comprised of funding a debt service reserve, capitalized interest, and paying the costs of issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Series 2026 Bonds are presented in Table 3 in the *Appendix* along with financing assumptions.

* Preliminary, subject to change.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2026 Bonds provides the District with a portion of funds necessary to construct/acquire the infrastructure improvements which are part of the 2026 Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within Assessment Area One within the boundaries of the District. General benefits accrue to areas outside the District, but are only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the 2026 Project. All properties that receive special benefits from the 2026 Project will be assessed for their fair share of the debt issued in order to finance the 2026 Project.

5.2 Benefit Allocation

The current development plan for the District envisions the development of a total of 524 residential units comprised of 221 residential units making up Assessment Area One, although unit numbers and land use types may change throughout the development period.

The public infrastructure included in the 2026 Project together with the overall CIP – will comprise an interrelated system of public infrastructure improvements, which means that all of the improvements will serve in all lands within the District and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. As a practical matter, this means that public improvements that are part of Assessment Area One and not financed by the Series 2026 Bonds may be constructed by the Developer or funded by a future series of bonds.

As stated previously, the public infrastructure improvements included in Assessment Area One have a logical connection to the special and peculiar benefits received by the land within Assessment Area One, as without such improvements, the development of such properties within Assessment Area One would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the assessable lands within Assessment Area One, the District can assign or allocate a portion of the District's debt through

the imposition of non-ad valorem assessments, to the lands within Assessment Area One receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the assessment related to the financed cost of constructing the improvements within Assessment Area One.

In following the Master Report, this First Supplemental Report proposes to allocate the benefit associated with Assessment Area One to the different unit types proposed to be developed within Assessment Area One in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within Assessment Area One based on the densities of development and the intensities of use of infrastructure, total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind the different ERU values is supported by the fact that generally and on average units with smaller lot sizes will use and benefit from the improvements which are part of the 2026 Project less than units with larger lot sizes, as, for instance, generally and on average units with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than units with larger lot sizes. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by representatives of different unit types from within Assessment Area One.

Based on the ERU benefit allocation illustrated in Table 4, Table 5 in the *Appendix* presents the allocation of the amount of 2026 Project costs allocated to the various unit types proposed to be developed within Assessment Area One based on the ERU benefit allocation factors present in Table 4. Further, Table 5 illustrates the approximate costs that are projected to be financed with the Series 2026 Bonds, and the approximate costs of the portion of 2026 Project costs to be contributed by the Developer, as the case may be. With the Series 2026 Bonds funding approximately \$3,614,701.88* in costs of the 2026 Project, the Developer is anticipated to fund improvements valued at an estimated cost of \$6,309,168.13* which will not be funded with proceeds of the Series 2026 Bonds.

* Preliminary, subject to change.

Table 6 in the *Appendix* presents the minimum required contributions that are necessary to buy-down the assessments securing the Series 2026 Bond (the "Series 2026 Bond Assessments") to the target levels desired by the Developer. Finally, Table 7 in the *Appendix* presents the apportionment of the Series 2026 Bond Assessments and also present the annual levels of the projected annual debt service assessments per unit.

Contributions – The Developer has requested that the Series 2026 Bond Assessments be reduced in a manner that would stagger the Series 2026 Bond Assessments across different lot sizes, as shown in Table 7. To achieve these target levels, the District will require that the Developer provide a contribution of work product, infrastructure and land in order to effectively buy down the Series 2026 Bond Assessments to the target levels. The District has computed the required contribution amount to be \$174,122.52*, which is shown in Table 6 in the *Appendix*.

Amenities - No Series 2026 Bond Assessments will be allocated herein to any platted amenities or other platted common areas planned for the Development. If owned by a homeowner's association, the amenities and common areas would be considered a common element for the exclusive benefit of certain property owners, and would not be subject to Series 2026 Bond Assessments. If the amenities are owned by the District, then they would be governmental property not subject to the Series 2026 Bond Assessments and would be open to the general public, subject to District rules and policies.

Governmental Property - If at any time, any portion of the property within the District is proposed to be sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Series 2026 Bond Assessments thereon), or similarly exempt entity, all future unpaid Series 2026 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

5.3 Assigning Series 2026 Bond Assessments

As all of the land within Assessment Area One has been platted according to the intended final use and assigned individual parcel identification numbers by Manatee County, the Series 2026 Assessments will be allocated to each platted parcel within Assessment Area One on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 7 in the *Appendix*. Consequently, the 221 residential units within

Assessment Area One will cumulatively be allocated an estimated \$4,095,000* in Series 2026 Bond Assessments.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to the assessable properties within Assessment Area One. The District's improvements benefit assessable properties within Assessment Area One and accrue to all such assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within Assessment Area One. The special and peculiar benefits resulting from each improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The improvements which are part of the 2026 Project make the land in Assessment Area One developable and saleable and when implemented jointly as parts of the 2026 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received by the various product types from the improvements is delineated in Table 4 (expressed as the ERU factors).

The apportionment of the Series 2026 Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within Assessment Area One according to reasonable estimates of the special and peculiar benefits derived from the 2026 Project as modified by the effects of the Developer Contribution.

Accordingly, no acre or parcel of property within Assessment Area One will be liened for the payment of Series 2026 Bond Assessments more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 1 in the *Appendix* ("Development Plan"). At such time as lands are to be re-platted or site plans are to be re-approved, the plat or site plan (either, herein, "Proposed Re-Plat") shall be presented to the District for a "true-up" review as follows:

- a. If a Proposed Re-Plat within Assessment Area One results in the same amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the "Remaining Unplatted Developable Lands" within Assessment Area One (i.e., those remaining unplatteable lands after the Proposed Re-Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2026 Bond Assessments to the product types being platted and the remaining property in accordance with this First Supplemental Report, and cause the Series 2026 Bond Assessments to be recorded in the District's Improvement Lien Book.
- b. If a Proposed Re-Plat within Assessment Area One results in a greater amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Developable Lands within Assessment Area One as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Series 2026 Bond Assessments for all assessed properties within Assessment Area One, may allocate additional ERUs/ densities for a future bond financing, or may otherwise address such net decrease as permitted by law.
- c. If a Proposed Re-Plat within Assessment Area One results in a lower amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Developable Lands within Assessment Area One as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Re-Plat to pay a "True-Up Payment" equal to the difference between: (i) the Series 2026 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Re-Plat, and (ii) the Series 2026 Bond Assessments able to be imposed on the lands

subject to the Proposed Re-Plat, after the Proposed Re-Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's methodology consultant, in consultation with the District Engineer and District Counsel, shall determine in their sole discretion what amount of ERUs (and thus Series 2026 Bond Assessments) are able to be imposed on the Remaining Unplatted Developable Lands within Assessment Area One, taking into account a Proposed Re-Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for Assessment Area One, b) the revised, overall development plan showing the number and type of units reasonably planned for Assessment Area One, c) proof of the amount of entitlements for the Remaining Unplatted Developable Lands within Assessment Area One, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a True-Up Payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Series 2026 Bond Assessments to pay debt service on the Series 2026 Bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Re-Plat within Assessment Area One, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Re-Plat property until paid. A True-Up Payment shall include accrued interest on the Series 2026 Bonds to the Quarterly Redemption Date (as defined in the supplemental indenture) that occurs at least 45 days after the True-Up Payment (or the second succeeding Quarterly Redemption Date if such True-Up Payment is made within forty-five (45) calendar days before a Quarterly Redemption Date.

All Series 2026 Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within Assessment Area One, any unallocated Series 2026 Bond Assessments shall become due and payable and must be paid prior

to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Preliminary Assessment Roll

Based on the per ERU Series 2026 Bond Assessments proposed in Section 5.2, the Series 2026 Bond Assessments estimated at \$4,095,000* are proposed to be levied uniformly over the areas described in Exhibit "A" and Exhibit "B". Excluding any capitalized interest period, Series 2026 Bond Assessments shall be paid in thirty (30) annual installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt & Associates, LLC was retained by the District to prepare a methodology to fairly allocate the Series 2026 Bond Assessments related to the District's 2026 Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The methodology described herein was based on information provided by those professionals. Wrathell, Hunt & Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this First Supplemental Report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt & Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt & Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt & Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Southpointe of Manatee County Community Development District

Development Plan - 2026 Project

Product Type	Total Number of Units
Single-family 20'	-
Single-family 36'	114
Single-family 40'	42
Single-family 50'	65
Total	221

Table 2

Southpointe of Manatee County Community Development District

Project Costs - 2026 Project

Improvement	Total Costs
Stormwater System	\$ 4,294,600.00
Water and Wastewater Utilities	\$ 2,852,100.00
Landscape/ Hardscape/ Irrigation	\$ 450,000.00
Differential Cost of Undergrounding of Electric Conduit	\$ 25,000.00
Conservation/ Mitigation	\$ 175,000.00
Off-Site Improvements	\$ 525,000.00
Professional Fees	\$ 700,000.00
Contingency (10%)	\$ 902,170.00
Total	\$ 9,923,870.00

Table 3

Southpointe of Manatee County Community Development District

Preliminary Sources and Uses of Funds

		Series 2026
Sources		
Bond Proceeds:		
Par Amount		\$4,095,000.00
Total Sources		\$4,095,000.00
 Uses		
Project Fund Deposits:		
Project Fund		\$3,614,701.88
Other Fund Deposits:		
Debt Service Reserve Fund		\$141,580.00
Capitalized Interest Fund		\$56,818.13
Delivery Date Expenses:		
Costs of Issuance		\$281,900.00
Total Uses		\$4,095,000.00

Financing Assumptions

Coupon Rate: 5.55%
 Capitalized Interest Period: 3 months
 Term: 30 Years
 Underwriter's Discount: 2%
 Cost of Issuance: \$200,000

Table 4

Southpointe of Manatee County Community Development District

Benefit Allocation - 2026 Project

Product Type	Total Number of Units	ERU Weight	Total ERU
Single-family 20'	-	0.50	-
Single-family 36'	114	0.90	102.60
Single-family 40'	42	1.00	42.00
Single-family 50'	65	1.20	78.00
Total	221		222.60

Table 5

Southpointe of Manatee County Community Development District

Cost Allocation - 2026 Project

Product Type	Infrastructure Allocation Based on ERU Method	Infrastructure Financed with Series 2026 Bonds	Proceeds of Future Bonds and/or Contributed by the Developer*
Single-family 20'	-		-
Single-family 36'	\$4,574,074.85	\$1,600,803.84	\$2,973,271.01
Single-family 40'	\$1,872,428.30	\$686,277.63	\$1,186,150.68
Single-family 50'	\$3,477,366.85	\$1,327,620.41	\$2,149,746.44
Total	\$9,923,870.00	\$3,614,701.88	\$6,309,168.13

* Can be funded with proceeds of future bonds

Table 6

Southpointe of Manatee County Community Development District

Cost Allocation - Minimum Required Contribution Calculations

Product Type	Minimum Infrastructure Allocation Based on ERU Method	Minimum Infrastructure Financed with Series 2026 Bonds	Minimum Infrastructure Funded with Proceeds of Future Bonds and/or Contributed by the Developer
Single-family 20'	-	-	-
Single-family 36'	\$1,746,331.46	\$1,600,803.84	\$145,527.62
Single-family 40'	\$714,872.53	\$686,277.63	\$28,594.90
Single-family 50'	\$1,327,620.41	\$1,327,620.41	-
Total	\$3,788,824.39	\$3,614,701.88	\$174,122.52

Note: Tables 5 and 6 quantify the amount of benefit from the 2026 Project attributable to Assessment Area One and to the different unit types within that Assessment Area. Based on this information, Table 6 shows the minimum additional bonds/contributions of completed improvements required to buy-down the Assessment to the target levels shown in Table 7 (i.e., \$174,122.52). In lieu of the District issuing additional bonds to finance the full cost of the 2026 Project and levying additional assessments, and pursuant to the Completion Agreement and/or Acquisition Agreement, the Developer will be required to construct all of the improvements that are part of the 2026 Project attributable to Assessment Area One. Please note that contributions do not include financing costs because the contributions are not being financed, and so instead include only construction cost offsets.

Table 7

Southpointe of Manatee County Community Development District

Bond Assessment Apportionment - 2026 Project

Product Type	Total Number of Units	Total Cost Allocation*	Series 2025 Assessment Apportionment	Series 2025 Assessment Apportionment per Unit	Annual Series 2025 Assessment Debt Service per Unit**
Single-family 20'	-	-	-	-	-
Single-family 36'	114	\$4,574,074.85	\$1,813,508.26	\$15,907.97	\$1,182.80
Single-family 40'	42	\$1,872,428.30	\$777,465.74	\$18,511.09	\$1,376.34
Single-family 50'	65	\$3,477,366.85	\$1,504,025.99	\$23,138.86	\$1,720.43
Total	221	\$9,923,870.00	\$4,095,000.00		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes costs of collection estimated at 3% (subject to change) and an early payment discount at 4% (subject to change) and assumes payment in March.

EXHIBIT "A"

Parcel ID	Product Type	Assessment
646001059	Single-family 50'	\$23,138.86
646001109	Single-family 50'	\$23,138.86
646001159	Single-family 50'	\$23,138.86
646001209	Single-family 50'	\$23,138.86
646001259	Single-family 50'	\$23,138.86
646001309	Single-family 50'	\$23,138.86
646001359	Single-family 50'	\$23,138.86
646001409	Single-family 50'	\$23,138.86
646001459	Single-family 50'	\$23,138.86
646001509	Single-family 50'	\$23,138.86
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646002009	Single-family 50'	\$23,138.86
646002059	Single-family 50'	\$23,138.86
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646002809	Single-family 50'	\$23,138.86
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646002909	Single-family 50'	\$23,138.86
646002959	Single-family 50'	\$23,138.86
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646003059	Single-family 50'	\$23,138.86
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646003159	Single-family 50'	\$23,138.86
646003209	Single-family 50'	\$23,138.86
646003259	Single-family 50'	\$23,138.86
646003309	Single-family 50'	\$23,138.86

EXHIBIT "A"

646003359	Single-family 50'	\$23,138.86
646003409	Single-family 50'	\$23,138.86
646003459	Single-family 50'	\$23,138.86
646003509	Single-family 50'	\$23,138.86
646003559	Single-family 50'	\$23,138.86
646003609	Single-family 50'	\$23,138.86
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646003759	Single-family 50'	\$23,138.86
646003809	Single-family 50'	\$23,138.86
646003859	Single-family 50'	\$23,138.86
646003909	Single-family 50'	\$23,138.86
646003959	Single-family 40'	\$18,511.09
646004009	Single-family 40'	\$18,511.09
646004059	Single-family 40'	\$18,511.09
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646004159	Single-family 40'	\$18,511.09
646004209	Single-family 40'	\$18,511.09
646004259	Single-family 40'	\$18,511.09
646004309	Single-family 40'	\$18,511.09
646004359	Single-family 50'	\$23,138.86
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646004459	Single-family 50'	\$23,138.86
646004509	Single-family 50'	\$23,138.86
646004559	Single-family 50'	\$23,138.86
646004609	Single-family 50'	\$23,138.86
646004659	Single-family 50'	\$23,138.86
646004709	Single-family 36'	\$15,907.97
646004759	Single-family 36'	\$15,907.97
646004809	Single-family 36'	\$15,907.97
646004859	Single-family 36'	\$15,907.97
646004909	Single-family 36'	\$15,907.97
646004959	Single-family 36'	\$15,907.97
646005009	Single-family 36'	\$15,907.97
646005059	Single-family 36'	\$15,907.97
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646005359	Single-family 36'	\$15,907.97
646005409	Single-family 36'	\$15,907.97
646005459	Single-family 36'	\$15,907.97
646005509	Single-family 36'	\$15,907.97
646005559	Single-family 36'	\$15,907.97
646005609	Single-family 36'	\$15,907.97
646005659	Single-family 36'	\$15,907.97

EXHIBIT "A"

646005709	Single-family 36'	\$15,907.97
646005759	Single-family 36'	\$15,907.97
646005809	Single-family 36'	\$15,907.97
646005859	Single-family 36'	\$15,907.97
646005909	Single-family 36'	\$15,907.97
646005959	Single-family 36'	\$15,907.97
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646006059	Single-family 36'	\$15,907.97
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646006809	Single-family 36'	\$15,907.97
646006859	Single-family 36'	\$15,907.97
646006909	Single-family 36'	\$15,907.97
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646007259	Single-family 36'	\$15,907.97
646007309	Single-family 36'	\$15,907.97
646007359	Single-family 36'	\$15,907.97
646007409	Single-family 36'	\$15,907.97
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646007509	Single-family 36'	\$15,907.97
646007559	Single-family 36'	\$15,907.97
646007609	Single-family 36'	\$15,907.97
646007659	Single-family 36'	\$15,907.97
646007709	Single-family 36'	\$15,907.97
646007759	Single-family 36'	\$15,907.97
646007809	Single-family 36'	\$15,907.97
646007859	Single-family 36'	\$15,907.97
646007909	Single-family 36'	\$15,907.97
646007959	Single-family 36'	\$15,907.97
646008009	Single-family 36'	\$15,907.97

EXHIBIT "A"

646008059	Single-family 36'	\$15,907.97
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646008159	Single-family 36'	\$15,907.97
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646008259	Single-family 36'	\$15,907.97
646008309	Single-family 36'	\$15,907.97
646008359	Single-family 36'	\$15,907.97
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646008459	Single-family 36'	\$15,907.97
646008509	Single-family 36'	\$15,907.97
646008559	Single-family 36'	\$15,907.97
646008609	Single-family 36'	\$15,907.97
646008659	Single-family 36'	\$15,907.97
646008709	Single-family 36'	\$15,907.97
646008759	Single-family 36'	\$15,907.97
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646008859	Single-family 36'	\$15,907.97
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646009009	Single-family 36'	\$15,907.97
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646009259	Single-family 36'	\$15,907.97
646009309	Single-family 36'	\$15,907.97
646009359	Single-family 36'	\$15,907.97
646009409	Single-family 36'	\$15,907.97
646009459	Single-family 36'	\$15,907.97
646009509	Single-family 36'	\$15,907.97
646009559	Single-family 36'	\$15,907.97
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646009659	Single-family 36'	\$15,907.97
646009709	Single-family 36'	\$15,907.97
646009759	Single-family 36'	\$15,907.97
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646009909	Single-family 36'	\$15,907.97
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646010259	Single-family 36'	\$15,907.97
646010309	Single-family 36'	\$15,907.97
646010359	Single-family 36'	\$15,907.97

EXHIBIT "A"

646010409	Single-family 40'	\$18,511.09
646010459	Single-family 40'	\$18,511.09
646010509	Single-family 40'	\$18,511.09
646010559	Single-family 40'	\$18,511.09
646010609	Single-family 40'	\$18,511.09
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646010759	Single-family 40'	\$18,511.09
646010809	Single-family 40'	\$18,511.09
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646011709	Single-family 40'	\$18,511.09
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646011809	Single-family 40'	\$18,511.09
646011859	Single-family 40'	\$18,511.09
646011909	Single-family 40'	\$18,511.09
646011959	Single-family 40'	\$18,511.09
646012009	Single-family 40'	\$18,511.09
646012059	Single-family 40'	\$18,511.09
<hr/>		
TOTAL		\$4,095,000.00

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

9

CDD / HOA MAINTENANCE AGREEMENT

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 20____, by and between:

SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

SOUTHPOINTE OF MANATEE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is c/o Signature One, LLC, 2389 E. Venice Ave., Suite 440, Venice, FL 34292 ("**Association**").

RECITALS

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 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 (both day-to-day and capital) 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 Association is a not-for-profit corporation 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 Association 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 Association 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 Association to provide the Work; and

WHEREAS, the Association represents that it is qualified, either in its own right or through its 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.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work, including the scope of the Work, shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. **Inspection.** Association 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.** Association 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. Association 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. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association 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. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association 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.** Association shall ensure that Association's 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 Association shall ensure that said persons conform therewith. Association assures 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.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its 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 Association or its officers, employees, contractors and affiliates.
- G. **Billing.** Association, on behalf of the District, shall be solely responsible for the 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. *Reporting.*

- i. The Association agrees to meet with the District's representative at the District's request no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.
- ii. The Association shall provide to the District copies of all contracts and amendments thereto for the Work (e.g., aquatics maintenance contract, landscape maintenance contract, wetlands maintenance contract, etc.).
- iii. The Association shall require that contractors provide – and shall provide to the District – periodic reports (at least once per quarter) describing the Work being performed and the status of any items of concern.
- iv. The Association on an annual basis and prior to February 1 of each year shall provide a report to the District that: (a) describes the Work performed during the past year, (b) identifies all contractors used in the past year to perform the Work, (c) details the amounts spent to perform the Work during the past year, (d) provides the anticipated budget and the projected fee collection to support such budget, subject to the reasonable approval of the District, to perform the Work in the upcoming year, and (e) identifies any items of current or future concern reasonably known to the Association and related to the Work and/or the District's property.

SECTION 3. *COMPENSATION.* The Association shall provide the Work at no cost to the District.

The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits 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, 2026 ("Initial Term"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

SECTION 5. *INSURANCE.* The Association and its 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, industry standard Worker's Compensation Insurance, Commercial General Liability Insurance and Automobile Liability Insurance. The District shall be an additional insured under all such insurance.

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 Association 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 Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association 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 Association's performance under this Agreement, and the Association 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 Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association 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 Association, the Association 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 Association 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.

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

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association 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 Association 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 both the District and the Association.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association 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 Association may deliver Notice on behalf of the District and the Association, 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 Association 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 Association 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 Association 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 the County in which the District is located.

SECTION 23. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges 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 Association 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 Association does 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 Association’s 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 Association, the Association 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 ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION’S 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@WHASSOCIATES.

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 Association as an arm’s length transaction. The District and the Association 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.

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

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A: Scope of Work

EXHIBIT A
SCOPE OF WORK

DISTRICT IMPROVEMENTS

The Association shall operate, maintain and repair the following District improvements:

- ***Landscape, Stormwater and Wetland Improvements*** – All landscape, drainage, stormwater and wetland improvements within Tracts 300-307 and 400-405, as identified on the plat entitled SOUTHPOINTE PHASE I, IIA AND IIB and within Tracts B-1 and B-2 on the plat entitled SOUTHPOINTE PHASE III.

MAINTENANCE PROGRAM

- ***Lake Banks*** - Common mowing of the District lake banks (every other week from March 1 through November 1, and once per month from November 1 through March 1). Weeding, edging and tree trimming will be done on an as needed basis.
- ***Aquatics*** - On a monthly basis, HOA shall conduct any monitoring, treatment and maintenance of the stormwater ponds to meet permit requirements and ensure that the ponds are maintained in a manner consistent with community standards.
- ***Stormwater Structures*** - On an annual or more frequent basis, HOA will hire a licensed engineer to conduct a visual inspection of stormwater improvements and to ensure that no dangerous conditions exist and that the system is operating in accordance with permit conditions. HOA shall maintain and repair the improvements as needed.
- ***Conservation*** - On a schedule necessary to meet the applicable District permit requirements, HOA shall 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 permit requirements.
- ***Landscaping/Irrigation***
 - HOA shall conduct common mowing of the District common areas (every other week from March 1 through November 1, and once per month from November 1 through March 1).
 - HOA shall conduct weeding, edging and tree trimming on an as needed basis.
 - HOA shall provide pest control, fertilizer and mulch to all common area flower/tree beds and other landscaping on a schedule necessary to meet community standards.
 - HOA shall inspect and maintain the irrigation system within the District common areas on an as-needed basis and to ensure that it is properly functioning.
 - HOA shall also use its irrigation system to provide irrigation water for any District turf and landscaping.

EXHIBIT B

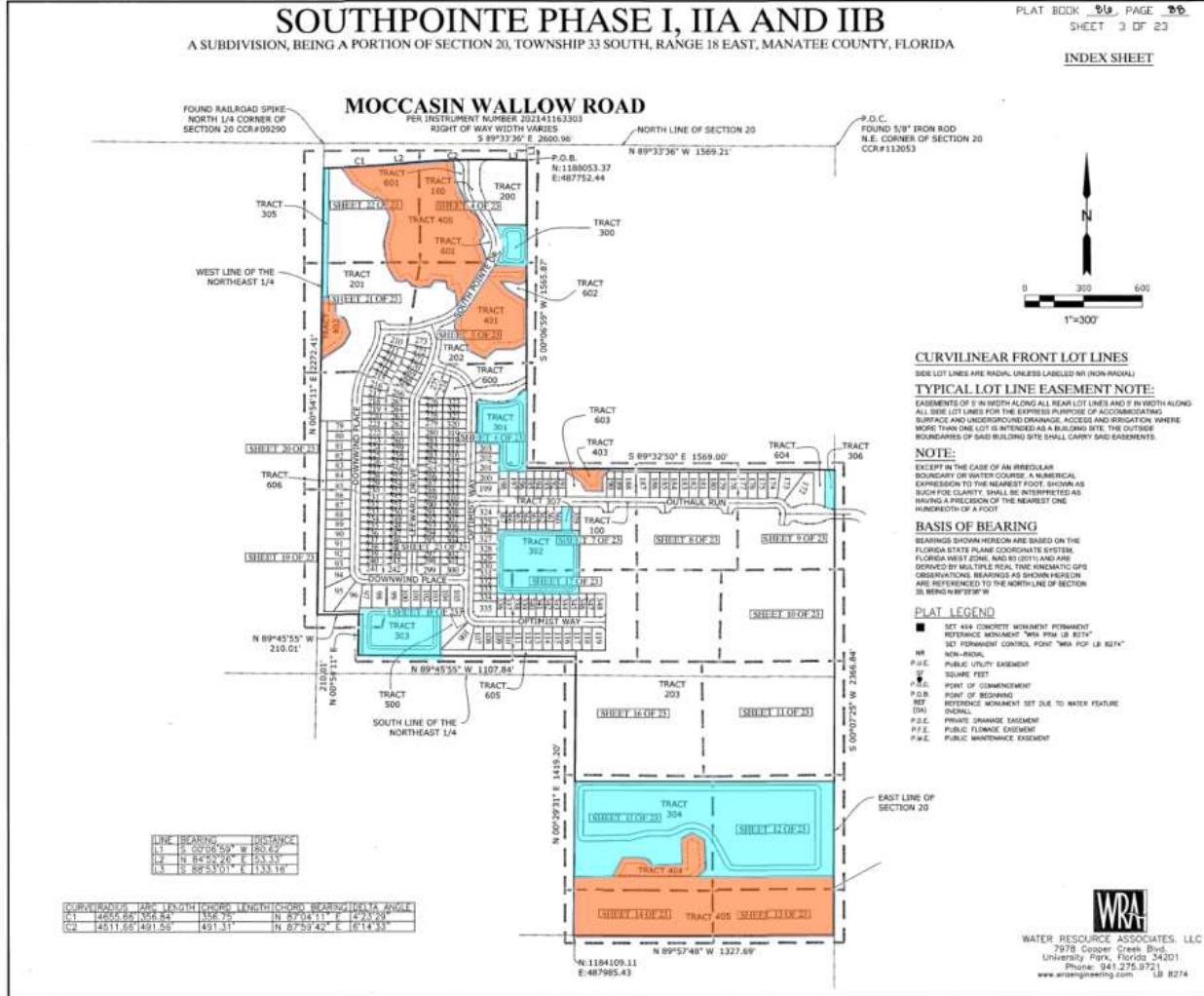
SCOPE OF WORK

SOUTHPOINTE PHASE I, IIA AND IIB

A SUBDIVISION, BEING A PORTION OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

PLAT BOOK 86 PAGE 88
SHEET 3 OF 23

INDEX SHEET

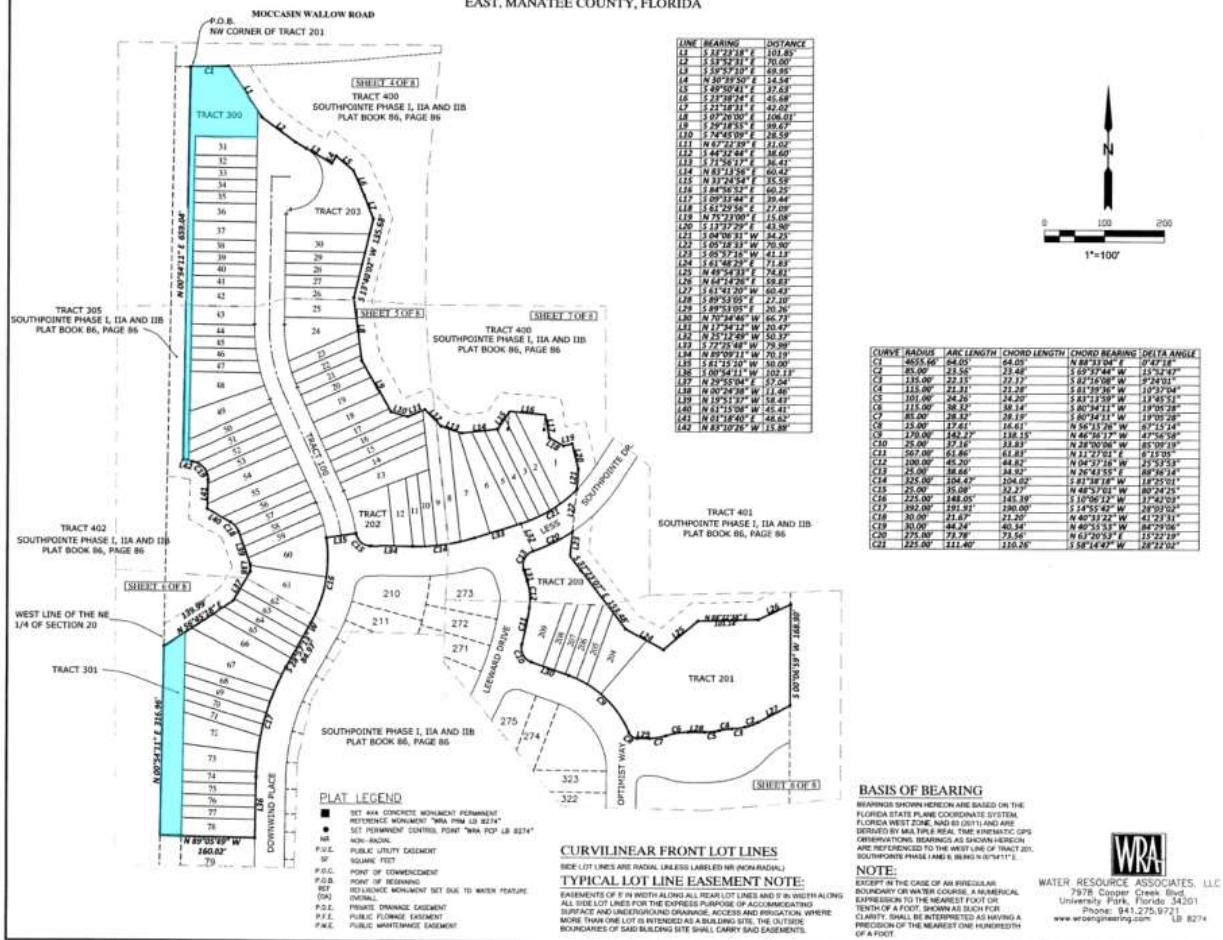


SOUTHPOINTE PHASE III

BEING A REPLAT OF TRACTS 201, AND 202, SOUTHPOINTE PHASE I, IIA AND IIB, AS RECORDED IN PLAT BOOK 86, PAGE 86, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING A PORTION OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

PLAT BOOK 88 PAGE 160
SHEET 3 OF 8

INDEX SHEET



BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD 83 (1983) AND ARE DERIVED BY MULTIPLE REAL TIME KINEMATIC GPS OBSERVATIONS. BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE WEST LINE OF TRACT 201, SOUTHPOINTE PHASE I AND II, BEARING N 05° 11' E.

WATER RESOURCE ASSOCIATES, LLC
7978 Cooper Creek Blvd.
University Park, Florida 34201
Phone: 941-275-9721
www.wrcengineering.com LB 8274

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

10

RESOLUTION 2026-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHPONTE OF
MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING
A DATE, TIME AND LOCATION FOR LANDOWNERS' MEETING AND
ELECTION; PROVIDING FOR PUBLICATION, PROVIDING FOR SEVERABILITY
AND AN EFFECTIVE DATE**

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

WHEREAS, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the effective date of Manatee County Ordinance No. 23-94 creating the District (the "Ordinance") is July 23, 2023; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

SECTION 1. In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 3rd day of November, 2026 at ____:_____.m., at _____.

SECTION 2. The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 3. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held on the 14th day of January, 2026. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of January, 2026.

Attest:

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF
SUPERVISORS OF THE SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Southpointe of Manatee County Community Development District (the "District") in Manatee County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 3, 2026

TIME: ____:_____.m.

PLACE:

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, by emailing wrathellc@whhassociates.com or calling (561) 571-0010. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the 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 the appeal is to be based.

District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 3, 2026**

TIME: ____:_____.m.

LOCATION: _____

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("Board") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT MANATEE COUNTY, FLORIDA LANDOWNERS' MEETING – November 3, 2026

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("Proxy Holder") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Southpointe of Manatee County Community Development District to be held at ____:____ .m., on November 3, 2026 at _____, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 3, 2026**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Southpointe of Manatee County Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
3.	_____	____
4.	_____	____
5.	_____	____

Date: _____ Signed: _____

Printed Name: _____

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

11

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

11A

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No Not Applicable

As of September 2025, the District had not acquired and/or constructed any improvements.

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No Not Applicable

Not required.

District Manager

Print Name

Date

Chair/Vice Chair, Board of Supervisors

Print Name

Date

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

11B

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. INFRASTRUCTURE AND FACILITIES MAINTENANCE

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No

District Manager

Print Name

Date

Chair/Vice Chair, Board of Supervisors

Print Name

Date

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

12

October 24th, 2025

Southpointe of Manatee County Community Development District
c/o Cindy Cerbone, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Southpointe Phase I Improvements

Dear Cindy,

Pursuant to the *Acquisition Agreement*, dated 10/24/25 ("Acquisition Agreement"), by and between the Southpointe of Manatee County Community Development District ("District") and M/I Homes of Sarasota, LLC ("Developer"), you are hereby notified that the Developer has completed and wishes to sell ("Sale") to the District certain "Improvements" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and to the extent bond proceeds are available as described in the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- 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 ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the availability of bond funds, the District may process the remaining amounts owed by requisition and pay the Developer upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees and acknowledges it is solely responsible for completing, or causing to be completed, any or all items necessary to achieve final completion of the Improvements.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements. Further, if applicable, the Developer agrees to post any bonds or other forms of security, provide any warranties, and otherwise take all steps reasonably necessary to effect the transfer of the Improvements to a local general purpose government.

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:

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

Name: Steven DeBart
Title: Vice Chair

Sincerely,

M/I HOMES OF SARASOTA, LLC

Name: Greg Crawford
Title: Vice President

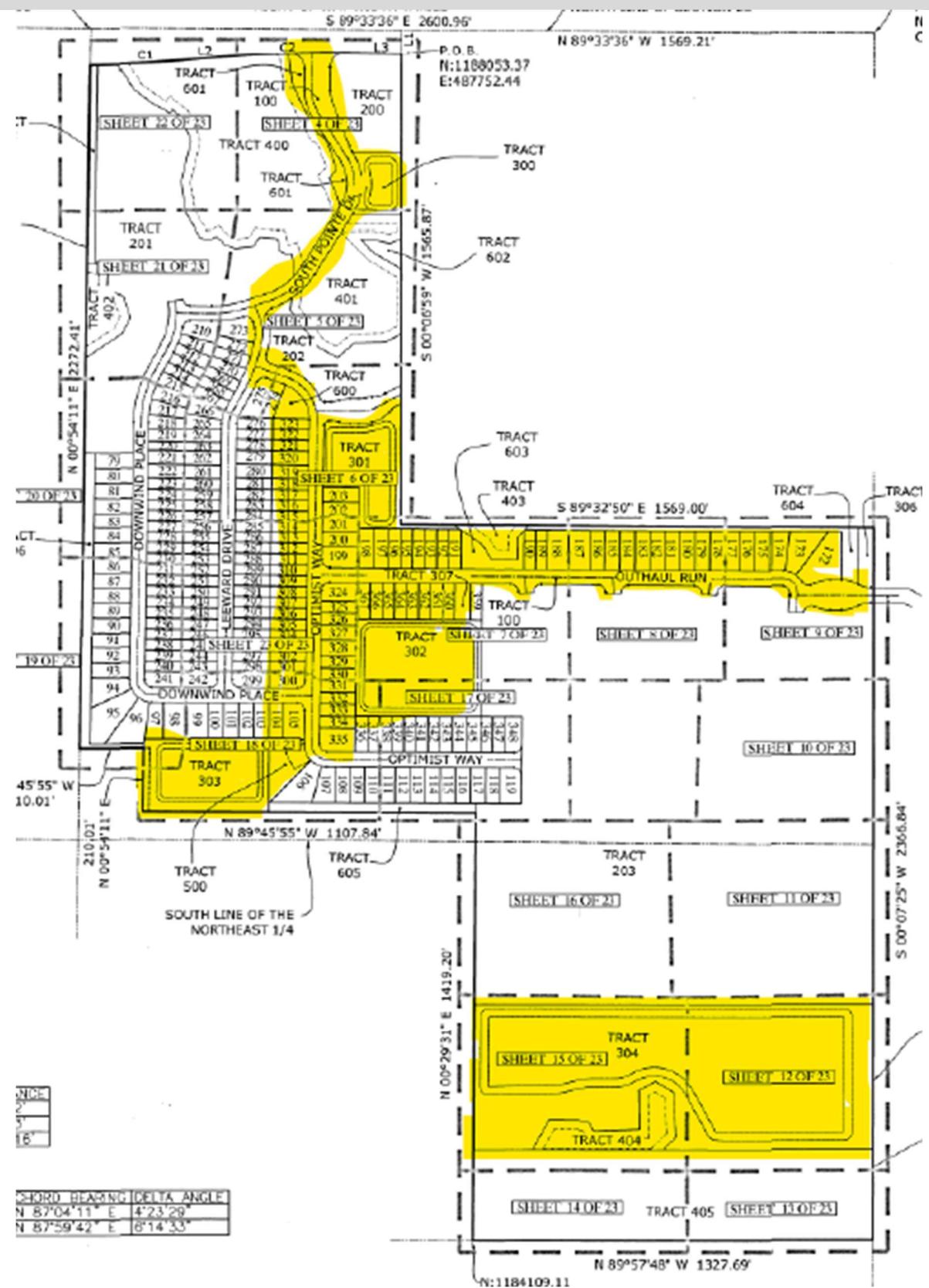
EXHIBIT A
Description of Southpointe Phase I Improvements

Stormwater Management - All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes located within that certain portion of Tract 100 (Private Right of Way) located within Phase I as depicted below, Tracts 300, 301, 302, 303, 304 and 307 (CDD Drainage Area and Private Drainage and Flowage Easement), and Tracts 403 and 404 (Wetland and Wetland Buffer), and those certain portions of any "Private Drainage Easements," any "Private Flowage Easements," any "Public Drainage Easements," any "Public Flowage Easements," any "Public Maintenance Easements," and any and all other drainage easements located within Phase I as depicted below, as identified in the plat known as *Southpointe Phase I, IIA and IIB*, as recorded in Plat Book 86, Pages 86 – 108, of the Official Records of Manatee County, Florida.

Utilities - All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within that certain portion of Tract 100 (Private Right of Way) located within Phase I as depicted below and Tract 500 (Open Space, Public Lift Station Easement), and those certain portions of any "Public Utility Easements" located within Phase I as depicted below, as identified in the plat known as *Southpointe Phase I, IIA and IIB*, as recorded in Plat Book 86, Pages 86 – 108, of the Official Records of Manatee County, Florida.

Work Product – 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 public improvements identified above.

PHASE 1 LOCATION



PHASE 1 COSTS				
<u>Description of Work</u>	<u>Total</u>	<u>Paid to Date (Less Retainage)</u>	<u>Balance to Finish</u>	<u>Retainage</u>
Stormwater System	\$2,791,061.00	\$1,840,066.00	\$950,995.00	\$184,006.60
Water	\$622,952.00	\$560,874.50	\$62,077.50	\$56,087.45
Sewer	\$1,646,336.00	\$1,376,862.00	\$269,474.00	\$137,686.20
Reclaim Water	\$96,024.00	\$92,075.00	\$3,949.00	\$9,207.50
TOTAL:	\$5,156,373.00	\$3,869,877.50	\$1,286,495.50	\$386,987.75

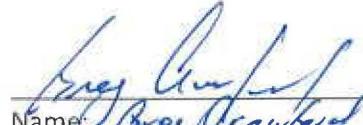
CORPORATE DECLARATION REGARDING COSTS PAID
[SOUTHPOINTE PHASE I IMPROVEMENTS]

M/I HOMES OF SARASOTA, LLC, a Delaware limited liability company ("Developer"), does hereby certify to the Southpointe of Manatee County 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 5, 2023, as supplemented from time to time (together, "**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 24 day of October, 2025.

M/I HOMES OF SARASOTA, LLC


Name: Greg Crawford
Title: Vice President

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 24 day of October, 2025, by Greg Crawford as Vice President of M/I Homes of Sarasota, LLC, a Delaware limited liability company, 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: Tiffany Huey
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

(NOTARY SEAL)

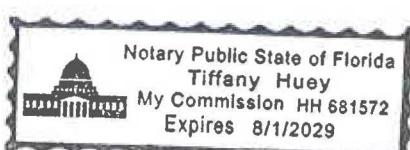


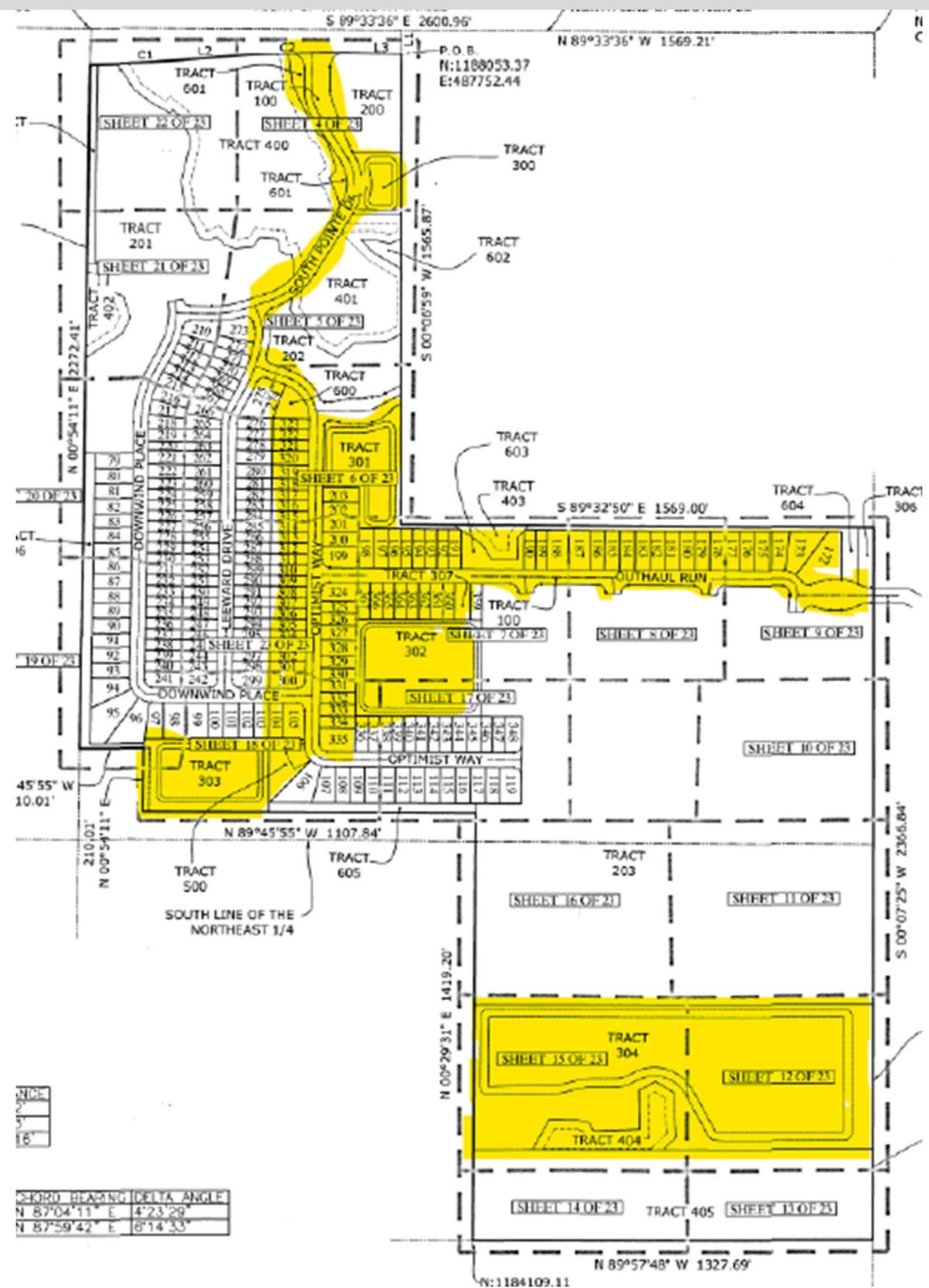
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Description of Southpointe Phase I Improvements

Stormwater Management - All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes located within that certain portion of Tract 100 (Private Right of Way) located within Phase I as depicted below, Tracts 300, 301, 302, 303, 304 and 307 (CDD Drainage Area and Private Drainage and Flowage Easement), and Tracts 403 and 404 (Wetland and Wetland Buffer), and those certain portions of any "Private Drainage Easements," any "Private Flowage Easements," any "Public Drainage Easements," any "Public Flowage Easements," any "Public Maintenance Easements," and any and all other drainage easements located within Phase I as depicted below, as identified in the plat known as *Southpointe Phase I, IIA and IIB*, as recorded in Plat Book 86, Pages 86 – 108, of the Official Records of Manatee County, Florida.

Utilities - All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within that certain portion of Tract 100 (Private Right of Way) located within Phase I as depicted below and Tract 500 (Open Space, Public Lift Station Easement), and those certain portions of any "Public Utility Easements" located within Phase I as depicted below, as identified in the plat known as *Southpointe Phase I, IIA and IIB*, as recorded in Plat Book 86, Pages 86 – 108, of the Official Records of Manatee County, Florida.

Work Product – 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 public improvements identified above.

PHASE 1 LOCATION



PHASE 1 COSTS				
<u>Description of Work</u>	<u>Total</u>	<u>Paid to Date (Less Retainage)</u>	<u>Balance to Finish</u>	<u>Retainage</u>
Stormwater System	\$2,791,061.00	\$1,840,066.00	\$950,995.00	\$184,006.60
Water	\$622,952.00	\$560,874.50	\$62,077.50	\$56,087.45
Sewer	\$1,646,336.00	\$1,376,862.00	\$269,474.00	\$137,686.20
Reclaim Water	\$96,024.00	\$92,075.00	\$3,949.00	\$9,207.50
TOTAL:	\$5,156,373.00	\$3,869,877.50	\$1,286,495.50	\$386,987.75

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[SOUTHPOINTE PHASE I IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 29th day of October 2025, by **E.T. MacKenzie of Florida, Inc.** ("Contractor"), with an address of 6216 33rd Street East, Bradenton, Florida 34203, in favor of the **Southpointe of Manatee County Community Development District** ("District"), which is a local unit of special-purpose government situated in Manatee County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to those certain construction contracts, dated October 26, 2025 ("Contract"), and between Contractor and **M/I Homes of Sarasota, LLC**, ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("Improvements"); and

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

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

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

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

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

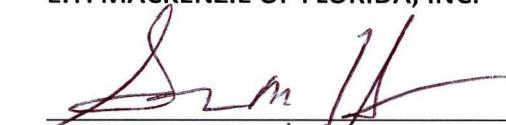
3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

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

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$1,673,483.25 (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

E.T. MACKENZIE OF FLORIDA, INC.


By: Scott Huber
Its: Gm

STATE OF FL
COUNTY OF Minnatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29th day of October, 2025, by Scott Huber as General Manager of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



NATALY PONCE
Notary Public
State of Florida
Comm# HH667857
Expires 4/22/2029

(NOTARY SEAL)


NOTARY PUBLIC, STATE OF FL

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

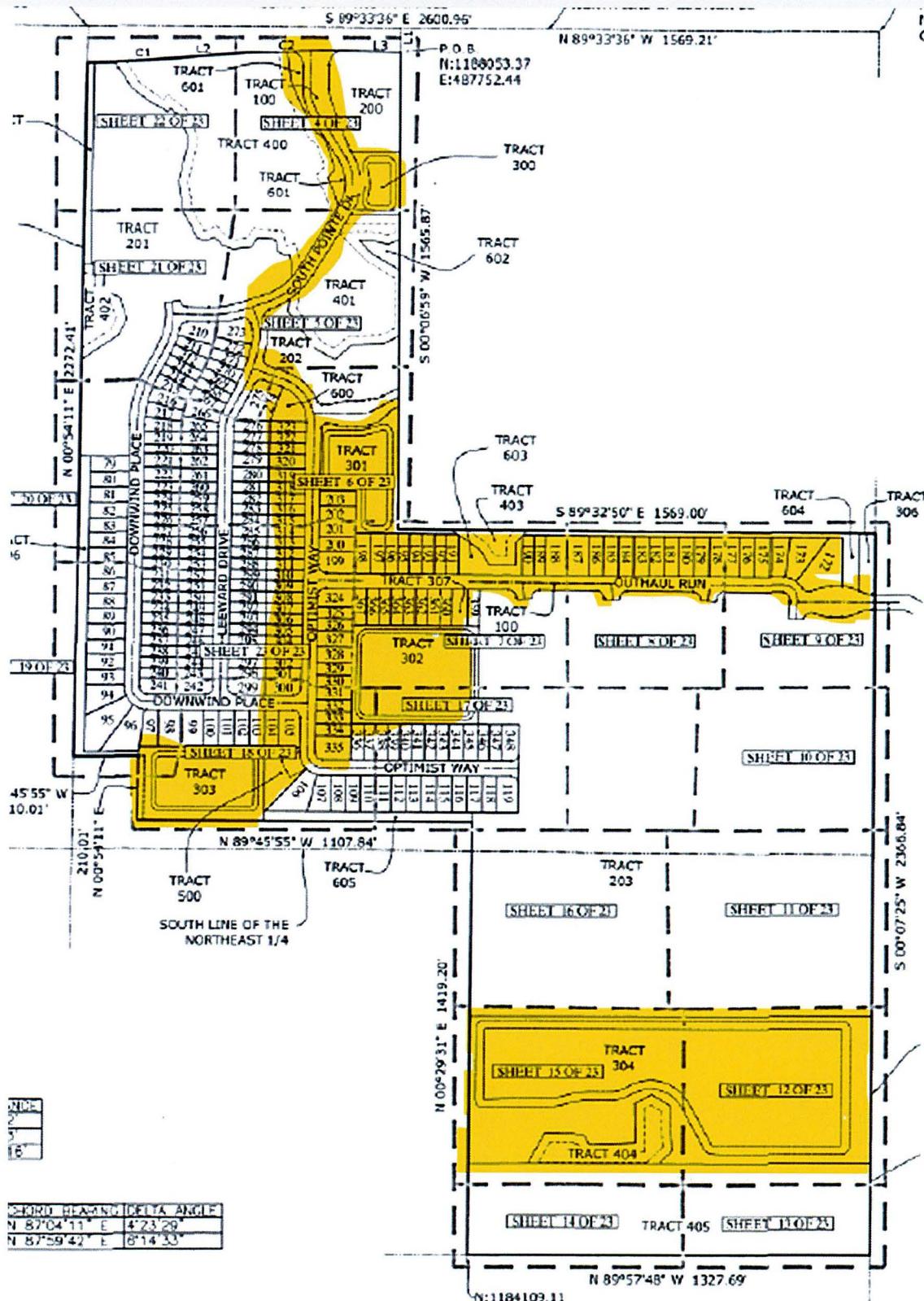
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Stormwater Management - All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes located within that certain portion of Tract 100 (Private Right of Way) located within Phase I as depicted below, Tracts 300, 301, 302, 303, 304 and 307 (CDD Drainage Area and Private Drainage and Flowage Easement), and Tracts 403 and 404 (Wetland and Wetland Buffer), and those certain portions of any "Private Drainage Easements," any "Private Flowage Easements," any "Public Drainage Easements," any "Public Flowage Easements," any "Public Maintenance Easements," and any and all other drainage easements located within Phase I as depicted below, as identified in the plat known as *Southpointe Phase I, IIA and IIB*, as recorded in Plat Book 86, Pages 86 – 108, of the Official Records of Manatee County, Florida.

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Work Product – 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 public improvements identified above.

PHASE 1 LOCATION



PHASE 1 COSTS				
<u>Description of Work</u>	<u>Total</u>	<u>Paid to Date (Less Retainage)</u>	<u>Balance to Finish</u>	<u>Retainage</u>
Stormwater System	\$2,791,061.00	\$1,840,066.00	\$950,995.00	\$184,006.60
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TOTAL:	\$5,156,373.00	\$3,869,877.50	\$1,286,495.50	\$386,987.75

DISTRICT ENGINEER'S CERTIFICATE
[SOUTHPOINTE PHASE I IMPROVEMENTS]

October 21st, 2025

Board of Supervisors
Southpointe of Manatee County Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Water Resource Associates, LLC ("District Engineer"), as District Engineer for the Southpointe of Manatee County Community Development District ("District") and does hereby make the following certifications in connection with the District's acquisition from M/I Homes of Sarasota, LLC ("Developer") as to certain public infrastructure improvements ("Improvements") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated November 5, 2023, as supplemented from time to time (together, "Engineer's Report"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

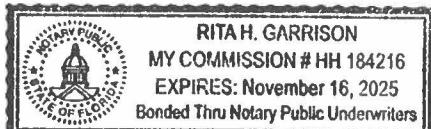
6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

WATER RESOURCE ASSOCIATES, LLC

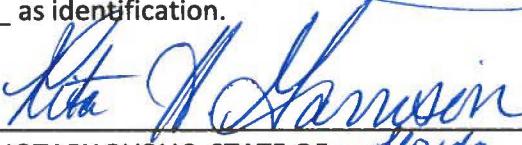

Clint Cuffle, P.E.
Florida Registration No. 69139
District Engineer

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27th day of October, 2025, by Clint R. Cuffle as Principal of Water Resource Associates, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)


Rita H. Garrison
NOTARY PUBLIC, STATE OF Florida

Name: Rita H. Garrison
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

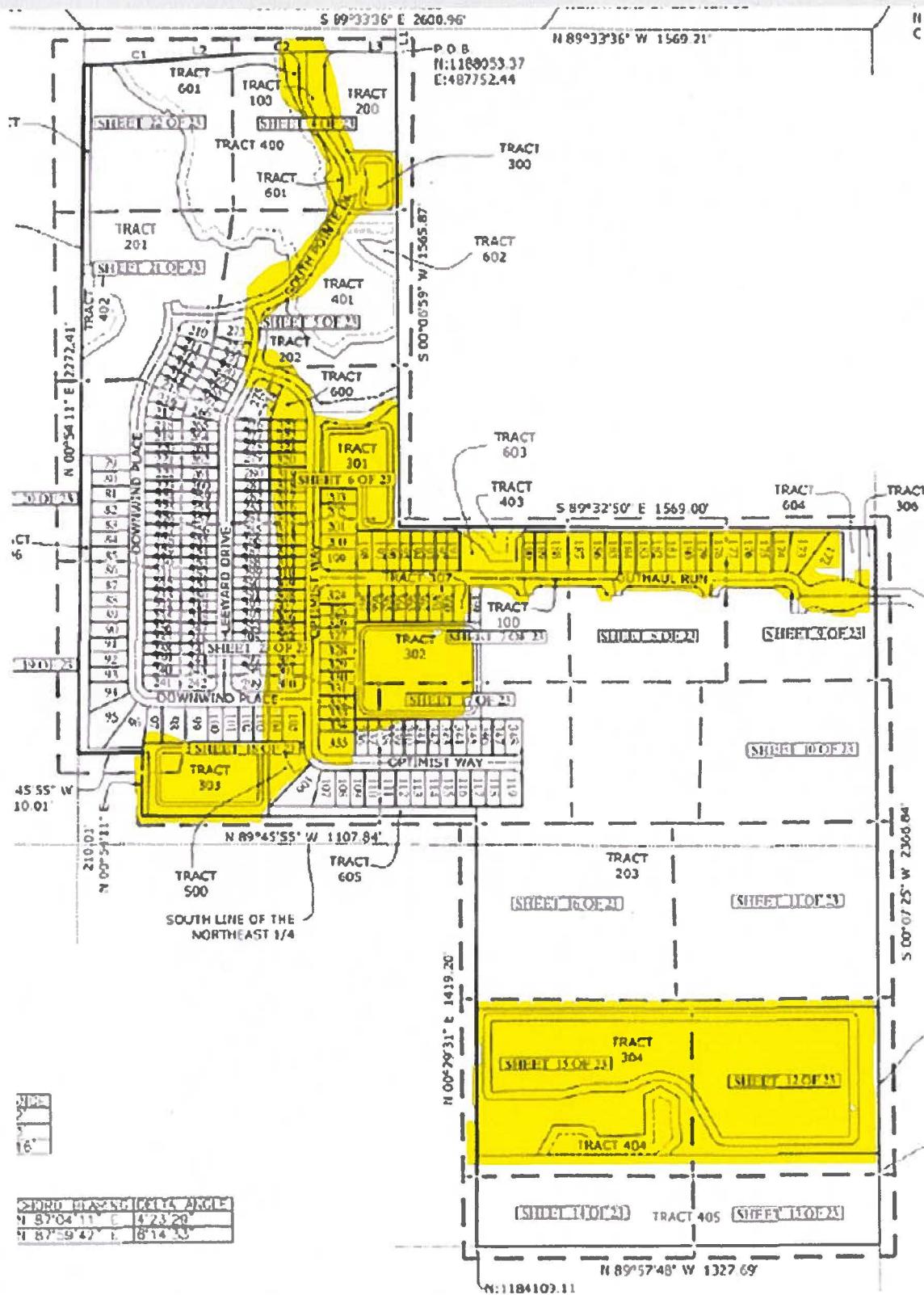
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PHASE 1 LOCATION



PHASE 1 COSTS				
<u>Description of Work</u>	<u>Total</u>	<u>Paid to Date (Less Retainage)</u>	<u>Balance to Finish</u>	<u>Retainage</u>
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TOTAL:	\$5,156,373.00	\$3,869,877.50	\$1,286,495.50	\$386,987.75

BILL OF SALE AND LIMITED ASSIGNMENT
[SOUTHPOINTE PHASE I IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 25th day of October, 2025, by and between **M/I Homes of Sarasota, LLC**, a Delaware limited liability company, with an address of 4131 Worth Avenue, Suite 500, Columbus, Ohio 43219 ("Grantor"), and **Southpointe of Manatee County Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District" or "Grantee") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

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

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

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 the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its 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 Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**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 Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. 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 Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. 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 and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

By: Jac T DeLoach
Name: Jacob T DeLoach

By: Morris Hill
Name: Morris Hill

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24 day of October, 2025, by Greg Crawford as Vice President of M/I Homes of Sarasota, LLC, and with authority to execute the foregoing on behalf of the entity(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Tiffany Huey
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



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

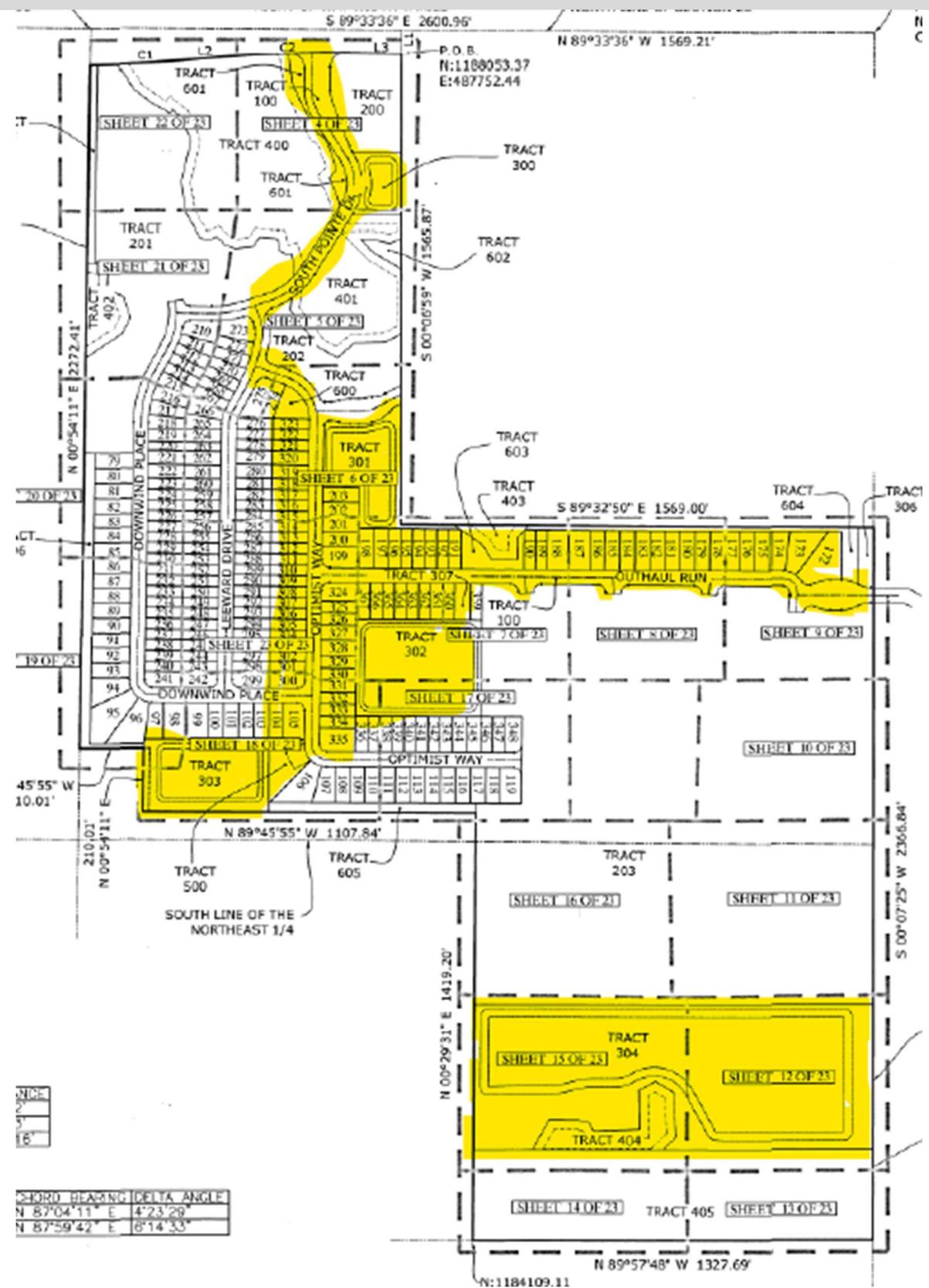
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PHASE 1 LOCATION

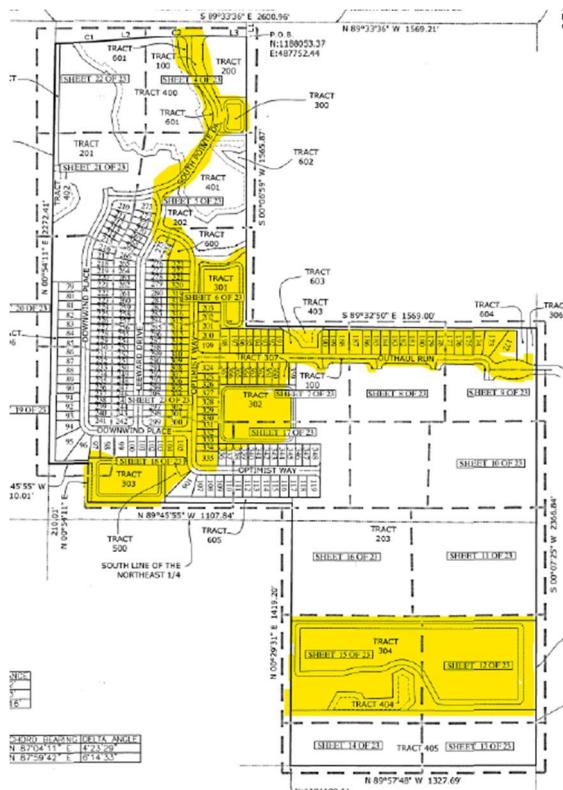


PHASE 1 COSTS				
<u>Description of Work</u>	<u>Total</u>	<u>Paid to Date (Less Retainage)</u>	<u>Balance to Finish</u>	<u>Retainage</u>
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TOTAL:	\$5,156,373.00	\$3,869,877.50	\$1,286,495.50	\$386,987.75

BILL OF SALE
[PHASE I UTILITIES IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS, that **SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **MANATEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

Phase I Utilities - All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within that certain portion of Tract 100 (Private Right of Way) located within Phase I as depicted below and Tract 500 (Open Space, Public Lift Station Easement), and those certain portions of any "Public Utility Easements" located within Phase I as depicted below, as identified in the plat known as *Southpointe Phase I, IIA and IIB*, as recorded in Plat Book 86, Pages 86 – 108, of the Official Records of Manatee County, Florida.



All on the property described in Exhibit "A", attached hereto and made a part hereof, situate, lying and being in the County of Manatee, State of Florida.

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

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

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 24th day of October, 2025.

WITNESSES:

SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT

Signature: Jacob T DeLoach
Print Name: Jacob T DeLoach


By: Steven DeHart
Its: Vice Chair

Signature: Morris Hill
Print Name: Morris Hill

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 24 day of October, 2025, by
Steven DeHart as Vice Chair of _____,
who is personally known to me or has produced _____ as identification.


NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Tiffany Huey

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



This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

SPECIAL WARRANTY DEED
[SOUTHPOINTE OF MANATEE COUNTY – PHASES I AND II]

THIS SPECIAL WARRANTY DEED is made to be effective as of the 24th day of October 2025, by and between:

M/I Homes of Sarasota, LLC, a Delaware limited liability company, the owner and developer of lands within the boundary of the District, with an address of 4131 Worth Avenue, Suite 500, Columbus, Ohio 43219 ("Grantor"); and

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

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration 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 have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Manatee, State of Florida, and more particularly below ("Property"):

Tracts 300, 301, 302, 303, 304, 305, 306, and 307 (CDD Drainage Area and Private Drainage and Flowage Easement), Tracts 400, 401, 402, 403 and 404 (Wetland and Wetland Buffer), and Tract 405 (Conservation Area), *Southpointe Phase I, IIA and IIB*, as recorded in Plat Book 86, Pages 86 – 108, of the Official Records of Manatee County, Florida.

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

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey

said land. Further, the Grantor 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, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, 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; 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 improvements located thereon.

NOTE: Nothing herein shall be construed to waive Grantor's right to payment for the improvements located on the Property, or any rights that the Grantor may have under any acquisition agreement(s) between the Grantor and Grantee and for payment by the Grantee for such improvements. Instead, Grantor reserves all such rights, and payment for any improvements shall be governed by separate conveyance documents between the parties and evidenced by a final bill of sale.

[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.

WITNESSES

By: Jacob T. DeLoach
Name: Jacob T. DeLoach
Address: 1551 Lakefront Dr 200
Sarasota, FL 34240

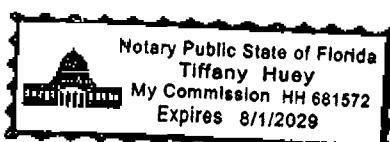
M/I HOMES OF SARASOTA, LLC

Tiffany C. Crawford
Name: Tiffany C. Crawford
Title: Vice President

By: Morris Hill
Name: Morris Hill
Address: 1551 Lakefront DR 200
Sarasota, FL 34240

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 31 day of October, 2025, by
Greg Crawford as Vice President of
, and with authority to execute the foregoing on behalf of
the entit(ies) identified above, and who appeared before me this day in person, and who is either
personally known to me, or produced as identification.



(NOTARY SEAL)

Tiffany C. Crawford
NOTARY PUBLIC, STATE OF Florida

Tiffany Huey
Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

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

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

EASEMENT AGREEMENT
[SOUTHPOINTE OF MANATEE COUNTY – PHASES I AND II]

THIS EASEMENT AGREEMENT is made and entered into this 24 day of October, 2025, by and among:

M/I Homes of Sarasota, LLC, a Delaware limited liability company, the owner and developer of lands within the boundary of the District, with an address of 4131 Worth Avenue, Suite 500, Columbus, Ohio 43219 (“Developer”); and

Southpointe of Manatee Homeowners Association, Inc., a Florida non-for-profit corporation, and whose mailing address is 1551 Lakefront Drive, Suite 200, Sarasota, Florida 34240 (“Association”); and

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

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, Developer 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, Developer 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 Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

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. Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer's and Association's respective interests, if any - ("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 **Tract 100 (Private Right of Way)**, any "Private Drainage Easements," any "Private Flowage Easements," any "Public Drainage Easements," any "Public Flowage Easements," any "Public Maintenance Easements," and any and all other drainage easements, as identified in the plat known as *Southpointe Phase I, IIA and IIB*, as recorded in Plat Book 86, Pages 86 – 108, of the Official Records of Manatee County, Florida.

3. Inconsistent Use. Developer and Association each agree and covenant that they 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 each 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, Developer or Association seek 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 Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association 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 stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

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 the County in which the District is located.

11. Public Records. Developer and Association understand and agree 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, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

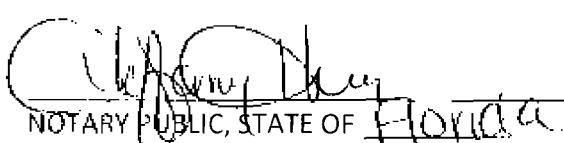
WITNESSES

By: Jacub T DeLoach
Name: Jacub T DeLoach
Address: 1551 Lakefront Dr 200
Sarasota, FL 34240

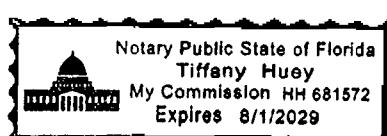
By: Morris H. Hill
Name: Morris H. Hill
Address: 1551 Lakefront DR 200
Sarasota, FL 34240

STATE OF Florida
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24 day of October, 2025, by Tiffany Crawford as Vice President of M/I HOMES OF SARASOTA, LLC and with authority to execute the foregoing on behalf of the entity(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



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

[Signatures continue on following page]

WITNESSES

SOUTHPOINTE OF MANATEE
HOMEOWNERS ASSOCIATION, INC.

By: Jacob T DeLoach
Name: Jacob T DeLoach
Address: 1551 Lakefront Dr 200
Sarasota, FL 34240

By: Steven Dichtart
Name: Steven Dichtart
Title: President

By: Morris Hill
Name: Morris Hill
Address: 1551 Lakefront DR 200
Sarasota, FL 34240

STATE OF Florida
COUNTY OF Manatee

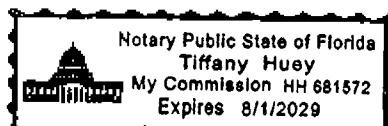
The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 31 day of October, 2025, by
Steven Dichtart as President of Southpointe of Manatee
Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who
appeared before me this day in person, and who is either personally known to me, or produced
as identification.

Tiffany Huey
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Tiffany Huey

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



WITNESSES

By: Mark T Dehner
Name: Mark T Dehner
Address: 1551 Lakefront Dr
Sarasota, FL 34240

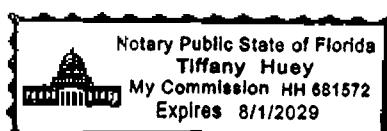
By: Morris H. H.
Name: Morris H. H.
Address: 1551 Lakefront Dr 200
Sarasota, FL 34240

SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT

By: Steven DeHner
Name: Steven DeHner
Title: Vice Chair

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence
of online notarization, this 24 day of October, 2025, by
Steven DeHner as Vice Chair of the Southpointe of Manatee County
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)

A handwritten signature that reads "Tiffany Huey" over "NOTARY PUBLIC, STATE OF Florida".

Name: Tiffany Huey
(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.

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2025**

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2025**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	\$ 10,001	\$ -	\$ 10,001
Due from Landowner	3,509	-	3,509
Total assets	<u>\$ 13,510</u>	<u>\$ -</u>	<u>\$ 13,510</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 5,547	\$ -	\$ 5,547
Due to Landowner	-	393	393
Landowner advance	6,000	-	6,000
Total liabilities	<u>11,547</u>	<u>393</u>	<u>11,940</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	3,414	-	3,414
Total deferred inflows of resources	<u>3,414</u>	<u>-</u>	<u>3,414</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 13,510</u>	<u>\$ -</u>	<u>\$ 13,510</u>

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND**
**STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES**
FOR THE PERIOD ENDED NOVEMBER 30, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 7,533	\$ 7,533	\$ 138,220	5%
Total revenues	<u>7,533</u>	<u>7,533</u>	<u>138,220</u>	5%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	4,300	0%
Management/admin/recording	2,000	4,000	48,000	8%
Legal	-	-	25,000	0%
Engineering	-	-	3,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	-	-	2,000	0%
Trustee	-	-	5,500	0%
Telephone	16	33	200	17%
Postage	-	-	500	0%
Printing & binding	42	83	500	17%
Legal advertising	-	-	1,750	0%
Insurance	-	5,300	6,000	88%
Annual district filing fee	-	175	175	100%
Contingencies/bank charges	95	180	1,750	10%
EMMA software service	-	-	1,000	0%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>2,153</u>	<u>9,771</u>	<u>106,590</u>	9%
Field operations and maintenance				
Insurance - property	-	-	-	N/A
Aquatic control - ponds	-	-	8,880	0%
Wetland mitigation	-	-	10,000	0%
Wetland monitoring and reporting	-	-	10,000	0%
Lake bank erosion repairs	-	-	2,500	0%
Total field operations	<u>-</u>	<u>-</u>	<u>31,380</u>	0%
Other fees & charges				
Property appraiser/tax collector	-	-	250	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>250</u>	0%
Total expenditures	<u>2,153</u>	<u>9,771</u>	<u>138,220</u>	7%
Excess/(deficiency) of revenues over/(under) expenditures	5,380	(2,238)	-	
Fund balances - beginning	(6,831)	787	-	
Fund balances - ending	<u>\$ (1,451)</u>	<u>\$ (1,451)</u>	<u>\$ -</u>	

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED NOVEMBER 30, 2025**

	Current Month	Year To Date
REVENUES	\$	\$
Total revenues	-	-
	-	-
EXPENDITURES		
Debt service		
Total debt service	-	-
	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(393)	(393)
Fund balances - ending	<u><u>\$ (393)</u></u>	<u><u>\$ (393)</u></u>

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Southpointe of Manatee County Community Development District held a Public Hearing and Regular Meeting on August 13, 2025 at 11:00 a.m. at 16475 Sweetwater Village Drive, Lakewood Ranch, Florida 34211.

Present:

Michael Stephens Chair
Chris Pannullo Vice Chair
Steven Dehart Assistant Secretary

Also present:

Cindy Cerbone District Manager
Chris Conti Wrathell, Hunt and Associates, LLC (WHA)
Ashley Ligas (via telephone) District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 11:02 a.m.

Supervisors Stephens, Dehart and Pannullo were present. Two seats were vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public were present.

THIRD ORDER OF BUSINESS

Consider Appointment to Fill Unexpired Term of Seat 3; Term Expires November 2025

This item was deferred.

36 • Administration of Oath of Office to Appointed Supervisor (the following will also be
37 provided under separate cover)

38 A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

Membership, Obligations and Responsibilities

Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

44

45 FOURTH ORDER OF BUSINESS

Consider Appointment to Fill Unexpired Term of Seat 5; Term Expires November 2026

19

49

This item was deferred.

50 • Administration of Oath of Office to Appointed Supervisor

51

52 FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-15, Electing and Removing Officers of the District and Providing for an Effective Date

55

56

This item was deferred.

57

58 **SIXTH ORDER OF BUSINESS**

Presentation of Supplemental Engineer's Report

60

61

Ms. Ligas summarized the Supplemental Engineer's Report for the Assessment Area One

62

Project dated August 12, 2025. She noted the following:

- 63 ➤ The development plan envisions a total of 305 residential units.
- 64 ➤ The Estimated Costs for the 2025 Project total \$17,986,511.60.
- 65 ➤ The Capital Improvement Plan (CIP) includes stormwater systems; public roadways;
- 66 water and wastewater utilities; landscape, hardscape and irrigation; amenities; conservation
- 67 mitigation; undergrounding of electric utility; and off-site improvements.

68 Discussion ensued regarding future discussions to clarify public roadways versus private
69 roadways and off-site improvements.

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the Supplemental Engineer's Report for the Assessment Area One Project dated August 12, 2025, in substantial form, was approved.

SEVENTH ORDER OF BUSINESS

Presentation of First Supplemental Special Assessment Methodology Report

78 Ms. Cerbone presented the First Supplemental Special Assessment Methodology Report
79 dated August 13, 2025. She reviewed the information and discussed the Development Program,
80 Financing Program and True-up Mechanism. She noted the following:

81 ➤ The Methodology Report presents the data described in the Engineer’s Report.

82 ➤ The Development Plan envisions a total of 305 residential units over Phases 1, 2 and 3.

83 ➤ The first Capital Improvement Revenue Bond issuance estimated principal amount for

84 the Series 2025 bonds is \$4.7 million, which includes costs of financing, debt service reserve

85 and capitalized interest, to fund an estimated \$4,112,102.50 in CIP costs. The balance of the

86 costs not funded via the bonds will be funded by the Developer or via another bond issuance.

87 ➤ The Developer contribution portion of the 2025 Project costs is approximately \$1.5

88 million.

89 ➤ The project might be retitled to the “Series 2026 Project”.

90 Ms. Cerbone reviewed Appendix Tables detailing the 2025 Project Development Plan,
91 Product Type, Project Costs, Preliminary Sources and Uses of Funds, Benefit Allocation, Cost
92 Allocation, Cost Allocation Minimum Required Contribution Calculations, and Bond Assessment
93 Apportionment.

94 Discussion ensued regarding the next steps so the bond preclosing can be on the same
95 date as the January, 14, 2026 CDD meeting,

96 The Final Supplemental Special Assessment Methodology Report will be presented then
97 or ratified at the following meeting.

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the First Supplemental Special Assessment Methodology Report dated August 13, 2025 for the Assessment Area One Project, in substantial form, was approved.

103 **EIGHTH ORDER OF BUSINESS**

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Consideration of Resolution 2025-16, Authorizing the Issuance of Not Exceeding \$6,000,000 Southpointe of Manatee County Community Development District, Special Assessment Bonds, Series 2025 (Assessment Area One) (the "Bonds") to Finance Certain Public Infrastructure Within A Designated Assessment Area Within the District Referred to as the "Assessment Area One Project"; Determining the Need for a Negotiated Limited Offering of the Bonds And Providing for a Delegated Award of Such Bonds; Appointing the Underwriter for the Limited Offering of the Bonds; Approving the Form of and Authorizing The Execution and Delivery of a Bond Purchase Contract With Respect to the Bonds; Authorizing the Use of that Certain Master Trust Indenture Previously Approved With Respect to the Bonds; Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture Governing the Bonds; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum; Approving the Execution and Delivery of a Final Limited Offering Memorandum; Approving The Form of and Authorizing the Execution of a Continuing Disclosure Agreement, and Appointing a Dissemination Agent; Approving the Application of Bond Proceeds; Authorizing Certain Modifications to the Assessment Methodology Report and Engineer's Report; Making Certain Declarations; Providing for the Registration of the Bonds Pursuant to the DTC Book-Entry Only System; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection With the Issuance, Sale and Delivery of the Bonds; and Providing for Severability, Conflicts and an Effective Date

147
148 Ms. Ligas presented Resolution 2025-16, known as the Delegation Resolution, which
149 accomplishes the following:

150 ➤ Authorizing the issuance of not exceeding \$6 million Series 2025 Special Assessment
151 Bonds, for Assessment Area 1.

152 ➤ Approves the form of the Bond Purchase Contract and the First Supplemental Trust
153 Indenture.

154 In response to a request to increase the bond issuance amount to \$8 million, Ms.
155 Cerbone and Ms. Ligas stated the “Further Official Action” language in Section 13 of the
156 Resolution authorizes the proper officials, as outlined, the ability to change the components
157 that make up the Resolution that are necessary to carry out the bond transaction.

158 The following changes will be made to Resolution 2025-16.

159 Title and throughout: Change “\$6,000,000” to “\$8,000,000”

160 **On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor,**
161 **Resolution 2025-16, as amended to increase the amount to \$8,000,000,**
162 **Authorizing the Issuance of Not Exceeding \$8,000,000 Southpointe of Manatee**
163 **County Community Development District, Special Assessment Bonds, Series**
164 **2025 (Assessment Area One) (the “Bonds”) to Finance Certain Public**
165 **Infrastructure Within A Designated Assessment Area Within the District**
166 **Referred to as the “Assessment Area One Project”; Determining the Need for a**
167 **Negotiated Limited Offering of the Bonds And Providing for a Delegated Award**
168 **of Such Bonds; Appointing the Underwriter for the Limited Offering of the**
169 **Bonds; Approving the Form of and Authorizing The Execution and Delivery of a**
170 **Bond Purchase Contract With Respect to the Bonds; Authorizing the Use of that**
171 **Certain Master Trust Indenture Previously Approved With Respect to the**
172 **Bonds; Approving the Form of and Authorizing the Execution and Delivery of a**
173 **First Supplemental Trust Indenture Governing the Bonds; Approving the Form**
174 **of and Authorizing the Distribution of a Preliminary Limited Offering**
175 **Memorandum; Approving the Execution and Delivery of a Final Limited**
176 **Offering Memorandum; Approving The Form of and Authorizing the Execution**
177 **of a Continuing Disclosure Agreement, and Appointing a Dissemination Agent;**
178 **Approving the Application of Bond Proceeds; Authorizing Certain Modifications**
179 **to the Assessment Methodology Report and Engineer’s Report; Making Certain**
180 **Declarations; Providing for the Registration of the Bonds Pursuant to the DTC**
181 **Book-Entry Only System; Authorizing the Proper Officials to Do All Things**
182 **Deemed Necessary in Connection With the Issuance, Sale and Delivery of the**

183 **Bonds; and Providing for Severability, Conflicts and an Effective Date, was**
184 **adopted.**

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187 **NINTH ORDER OF BUSINESS**

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208 Ms. Ligas presented Resolution 2025-17, known as the Supplemental Assessment

209 Resolution, which accomplishes the following:

210 ➤ Sets forth delegation of authority for the Assessment Area One bonds.

211 Ms. Ligas stated that the Board previously adopted the Master Assessment Resolution in
212 an attempt to secure the bonds with Debt Service Special Assessments.213 ➤ Adopts the Supplemental Engineer's Report and the First Supplemental Special
214 Assessment Methodology Report.215 Regarding the Exhibits to the Resolution, Ms. Cerbone stated the Reports, in final form,
216 will be attached to the Resolution after final pricing of the bonds.

217 **On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor,**
218 **Resolution 2025-17, Setting Forth the Specific Terms of the District's Special**
219 **Assessment Bonds, Series 2025 ("Bonds"); Making Certain Additional Findings**
220 **and Confirming and/or Adopting an Engineer's Report and a Supplemental**
221 **Assessment Report; Delegating Authority to Prepare Final Reports and Update**

222 **this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds;**
223 **Addressing the Allocation and Collection of the Assessments Securing the**
224 **Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for**
225 **the Supplementation of the Improvement Lien Book; and Providing for**
226 **Conflicts, Severability and an Effective Date, was adopted.**

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229 **TENTH ORDER OF BUSINESS**230 **Consideration of Issuer's Counsel**
231 **Documents**

232 Ms. Ligas presented the following and omitted Item 10B, as it is no longer necessary.
233 She suggested approval of the remaining items, all in substantial form, as some items might
234 need to be adjusted up to the bond issuance.

235 A. **Collateral Assignment Agreement**

236 B. **Completion Agreement**

237 This item was not considered.

238 C. **Declaration of Consent**

239 D. **Disclosure of Public Finance**

240 E. **Notice of Special Assessments**

241 F. **True Up Agreement**

242 **On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the**
243 **Collateral Assignment Agreement, Declaration of Consent, Disclosure of Public**
244 **Finance, Notice of Special Assessments and True Up Agreement, all in**
245 **substantial form, were approved.**

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248 **ELEVENTH ORDER OF BUSINESS**249 **Public Hearing on Adoption of Fiscal Year**
250 **2024/2025 Budget**

251 A. **Affidavit of Publication**

252 B. **Consideration of Resolution 2025-18, Relating to the Annual Appropriations and**
253 **Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending**
254 **September 30, 2026; Authorizing Budget Amendments; and Providing an Effective**
255 **Date**

256 Ms. Cerbone presented Resolution 2025-18. She reviewed the proposed Fiscal Year
257 2026 budget, which is a Landowner-contribution budget, with expenses funded as they are
258 incurred.

259 Since the Phase 1 and 2 plats were recorded June 18, 2025 and the Phase 3 Townhomes
260 will be recorded in November 2025, Ms. Cerbone proposed adding non-legally binding verbiage
261 in the Estoppel Letters that would allow the Developer to recoup Fiscal Year 2026 Operations
262 and Maintenance (O&M) assessments from the lot buyer. She reviewed the Estimated O&M
263 Assessment Chart on Page 2 and discussed the need to insure the vertical assets as they are
264 constructed and the need to engage a Field Operations Manager in the future.

265 Discussion ensued regarding having the map designate CDD and HOA properties and
266 how the Lake Bank Erosion budget was determined.

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the Public Hearing was opened.

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No affected property owners or members of the public spoke.

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On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the Public Hearing was closed.

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On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, Resolution 2025-18, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

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TWELFTH ORDER OF BUSINESS

Consideration of Fiscal Year 2025/2026 Budget Funding Agreement

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Ms. Cerbone presented the Fiscal Year 2025/2026 Budget Funding Agreement.

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On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the Fiscal Year 2025/2026 Budget Funding Agreement, was approved.

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THIRTEENTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special]

Districts Performance Measures and Standards Reporting]

295 Ms. Cerbone presented the Goals and Objectives for Fiscal Year 2026, which are the
296 same as for Fiscal Year 2025.

297 • **Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives**

298 **Reporting**

299 Ms. Cerbone noted that it will be necessary to authorize the Chair to approve the
300 findings related to the 2025 Goals and Objectives in order to meet the September 30, 2025
301 deadline to file with the State and the December 1, 2025 deadline to post on the CDD website.

On MOTION by Mr. Dehart and seconded by Mr. Stephens, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards and authorizing the Chair to approve the findings related to the Fiscal Year 2025 Goals and Objectives Reporting, were approved.

308 **FOURTEENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial Statements as of June 30, 2025

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the Unaudited Financial Statements as of June 30, 2025, were accepted.

315 FIFTEENTH ORDER OF BUSINESS

Approval of May 14, 2025 Regular Meeting Minutes

318 Mr. Stephens asked if having only three Boards Members is sufficient to proceed with
319 the bond issuance in January 2026. Ms. Cerbone replied affirmatively. She anticipates the next
320 meeting will be on January 14, 2026 at which, the final Reports for the bond issuance will be
321 presented and the bond funds will be released that week.

On MOTION by Mr. Dehart and seconded by Mr. Stephens, with all in favor, the May 14, 2025 Regular Meeting Minutes, as presented, were approved.

326 With the next meeting not until January 2026, Ms. Cerbone provided the options she
327 and Mr. Earlywine discussed related to awarding the Annual Audit Services contract to Grau &

328 Associates, who was the sole respondent to the recently published Request for Proposals (RFP);
329 the Board can also choose to re-advertise the RFP.

330 ▪ **Designating an Audit Selection Committee, Consideration of Response to the Request
331 for Proposals (RFP) for Annual Audit Services and Award of Contract**

332 **This item is an addition to the agenda.**

333 **On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor,
334 designating the Board of Supervisors as the Audit Selection Committee to
335 review the sole response received to the RFP for Annual Audit Services and
336 authorizing the award of the contract, was approved.**

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339 **The Public Hearing and Regular Meeting recessed and the Audit Selection Committee
340 Meeting commenced.**

341 Ms. Cerbone stated her firm has worked with Grau & Associates, who was sole
342 respondent to the RFP. The Grau & Associates base bid is \$3,600 for Fiscal Year 2026 and
343 \$3,700 for Fiscal Year 2027; once bonds are issued, the annual fee would increase by \$1,500.

344 The Audit Selection Committee agreed to deem Grau & Associates as the most
345 responsive respondent to the RFP and rank them as the #1 ranked respondent to the RFP.

346 **The Audit Selection Committee Meeting terminated and the Public Hearing and
347 Regular Meeting reconvened.**

348 Ms. Cerbone stated that the Audit Selection Committee's findings and recommendation
349 to deem Grau & Associates as the most responsive respondent to the RFP and to rank them as
350 the #1 ranked respondent to the RFP.

351 **On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor,
352 accepting the ranking and recommendation of the Audit Selection Committee
353 as the Board's own, ranking Grau & Associates as the most responsive
354 respondent to the RFP for Annual Audit Services, ranking Grau & Associates as
355 the #1 ranked respondent, and awarding the Annual Audit Services to Grau &
356 Associates, was approved.**

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359 **SIXTEENTH ORDER OF BUSINESS**

Staff Reports

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361 **A. District Counsel: Kutak Rock LLP**

362 **B. District Engineer (Interim): WRA Engineering**

363 There were no District Counsel or District Engineer reports.

364 Going forward, "(Interim)" will be removed from the District Engineer line above.

365 **C. District Manager: Wrathell, Hunt and Associates, LLC**366 **• Property Insurance on Vertical Assets**367 **• Form 1 Submission and Ethics Training**

368 Ms. Cerbone reminded the Board Members to file Form 1 electronically, immediately if
369 they have not already filed it. Mr. Conti will resend the link to course option to fulfill the
370 required four hours of ethics training that must be completed by December 31, 2025.

371 **• Hard Copy Agendas vs Tablets**372 **• NEXT MEETING DATE: September 10, 2025 at 11:00 AM**373 **○ QUORUM CHECK**

374 The September, October, November and December meetings will likely be cancelled.

375 The next meeting will likely be on January 14, 2026.

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377 **SEVENTEENTH ORDER OF BUSINESS****Board Members' Comments/Requests**

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379 There were no Board Members' comments or requests.

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381 **EIGHTEENTH ORDER OF BUSINESS****Public Comments**

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383 No members of the public spoke.

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385 **NINETEENTH ORDER OF BUSINESS****Adjournment**

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387 **On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the**
388 **meeting adjourned at 11:53 a.m.**

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392 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>16475 Sweetwater Village Drive, Lakewood Ranch, Florida 34211</i>		
<i>¹Holiday Inn Express and Suites Bradenton East-Lakewood Ranch, 5464 Lena Road Bradenton, Florida 34211</i>		
<i>²to be determined</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2025 CANCELED	Regular Meeting	11:00 AM
November 12, 2025 CANCELED	Regular Meeting	11:00 AM
December 10, 2025 CANCELED	Regular Meeting	11:00 AM
January 14, 2026 ¹	Regular Meeting	11:00 AM
February 11, 2026 ²	Regular Meeting	11:00 AM
March 11, 2026 ²	Regular Meeting	11:00 AM
April 8, 2026 ²	Regular Meeting	11:00 AM
May 13, 2026 ²	Regular Meeting	11:00 AM
June 10, 2026 ²	Regular Meeting	11:00 AM
July 8, 2026 ²	Regular Meeting	11:00 AM
August 12, 2026 ²	Regular Meeting	11:00 AM
September 9, 2026 ²	Regular Meeting	11:00 AM