

**CODDINGTON**

**COMMUNITY DEVELOPMENT**

**DISTRICT**

**January 28, 2026**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**

**LETTER**

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

January 21, 2026

Board of Supervisors  
Coddington Community Development District

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

Dear Board Members:

The Board of Supervisors of the Coddington Community Development District will hold a Regular Meeting on January 28, 2026 at 2:00 p.m., or as soon thereafter as the matter may be heard, at Star Farms Amenity Center, 18360 Star Farms Loop, Lakewood Ranch, Florida 34211. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
  - A. October 1, 2024 - September 30, 2025 [Posted]
  - B. October 1, 2025 - September 30, 2026
4. Consideration of Resolution 2026-01, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date [Seats 1, 2 & 5]
5. Consideration of Resolution 2026-02, Recognizing a Contribution to Off-Set the Series 2022 Assessments; Providing Additional Authorization; Providing for Severability, Conflicts, and an Effective Date
6. Consideration of Resolution 2026-03, Addressing Real Estate Conveyances and Permits; Accepting a Certificate of the District Engineer and Declaring the District's Project(s) Complete; Providing Direction to District Staff; Finalizing Assessments; Authorizing Conveyances; Authorizing a Mutual Release; Providing for a Supplement to the Improvement Lien Book; Providing for Severability, Conflicts, and an Effective Date
7. Consideration of Resolution 2026-04, Authorizing District Staff to Confirm the Satisfaction of the Release Conditions of the Capital Improvement Revenue Bonds, Series 2022 and, Upon Satisfaction, Authorizing the Release of the Debt Service Reserve Funds into the Series 2022 Acquisition and Construction Account; Authorizing a Requisition for Payment of the Balance

of the 2022 Acquisition and Construction Account; Authorizing the Execution and Delivery of a Promissory Note; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Execution of Such Promissory Note and Providing for Severability, Conflicts, and an Effective Date

8. Consideration of Resolution 2026-05, Designating the Location of the Local District Records Office and Providing an Effective Date
9. Ratification of Acquisition for Phase 2 Stormwater Improvements
10. Consent Agenda
  - A. Acceptance of Unaudited Financial Statements as of December 31, 2025
  - B. Approval of August 27, 2025 Public Hearing and Regular Meeting Minutes
11. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: *Cavoli Engineering, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: February 25, 2026 at 2:00 PM

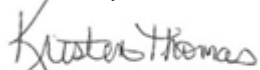
○ QUORUM CHECK

SEAT 1	CHRISTIAN COTTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 2	MARY MOULTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 3	STEVEN HART	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 4	HAL LUTZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 5	PEDRO RODRIGUEZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

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

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 517-5111.

Sincerely,



Kristen Thomas  
District Manager

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

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

**PARTICIPANT PASSCODE: 866 4977**



# **CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

# **3**

# **CODDINGTON**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **3A**

**CODDINGTON 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 ☐

## 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.

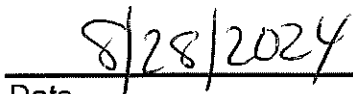
**Achieved:** Yes ☒ No ☐



District Manager



Print Name



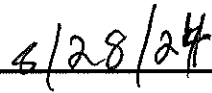
Date



Chair/Vice Chair, Board of Supervisors



Print Name



Date

**CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

**3B**

**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT NO. 1**  
**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 ☐

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District Manager

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Chair/Vice Chair, Board of Supervisors

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Print Name

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Print Name

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Date

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Date

# **CODDINGTON**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **4**

**RESOLUTION 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CODDINGTON  
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND  
LOCATION FOR LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR  
PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION;  
AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, Coddington 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. 21-48 creating the District (the "Ordinance") is December 16, 2021; 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 a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF  
CODDINGTON 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 \_\_\_\_ 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 28th 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 28th day of January, 2026.

Attest:

**CODDINGTON COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

## Exhibit A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF  
SUPERVISORS OF THE CODDINGTON COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Coddington 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 \_\_\_, 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  
CODDINGTON COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November** \_\_, **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**

**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA  
LANDOWNERS' MEETING – November \_\_\_\_, 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 Coddington Community Development District to be held at \_\_:\_\_ \_\_.m., on November \_\_\_\_, 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

**Parcel Description**

**Acreage**

**Authorized Votes**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[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**

**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER \_\_, 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 Coddington Community Development District and described as follows:

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

[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:

<b>SEAT</b>	<b>NAME OF CANDIDATE</b>	<b>NUMBER OF VOTES</b>
1.	_____	_____
2.	_____	_____
5.	_____	_____

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

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

# **CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

# **5**

## RESOLUTION 2026-02

### [CONTRIBUTION RESOLUTION FOR 2022 ASSESSMENTS]

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CODDINGTON COMMUNITY DEVELOPMENT DISTRICT RECOGNIZING A CONTRIBUTION TO OFF-SET THE SERIES 2022 ASSESSMENTS; PROVIDING ADDITIONAL AUTHORIZATION; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including water and sewer, roadways, water management and utilities; and

**WHEREAS**, the District previously issued its \$6,215,000 Capital Improvement Revenue Bonds, Series 2022 ("**2022 Bonds**") in order to finance the District's "**2022 Project**"; and

**WHEREAS**, also in connection with the issuance of the 2020 Bonds, and pursuant to Resolutions 2022-25, 2022-30 and 2022-35, the District levied non-ad valorem special assessments ("**2022 Debt Assessments**") to secure the repayment of the 2022 Bonds; and

**WHEREAS**, the *Final Supplemental Special Assessment Methodology Report*, dated June 24, 2022, which was adopted by Resolution 2022-35, recognizes a contribution obligation ("**2022 Contribution Obligation**") from Forestar (USA) Real Estate Group Inc. ("**Developer**") in the section titled "Benefit Allocation" in order to offset certain 2022 Debt Assessments, as follows:

"In order to facilitate the marketing of the residential units within the District, the Developer requested that the District limit the amount of annual assessments for debt service on the Series 2022 Bonds to certain predetermined levels, and in order to accomplish that goal, the Developer will be required as part of the Completion Agreement and/or Acquisition Agreement to construct all of the Capital Improvement Plan public infrastructure improvements and contribute a portion of the Capital Improvement Plan public infrastructure improvements to the District at no cost. Because there is ample infrastructure, in the amount of \$6,265,278.68, left to be constructed above and beyond what the District will finance with proceeds of the Series 2022 Bonds, the contribution of constructed infrastructure is expected to be made through the ordinary course of development. Using the ERU benefit allocations developed in Table 4 in the *Appendix*, Table 5 in the *Appendix* illustrates the allocation of the costs of

the Capital Improvement Plan in accordance with the ERU benefit allocation methodology and the allocation of the amount funded with proceeds of the Series 2022 Bonds in the amount of \$5,858,950.32, while Table 6 in the *Appendix* illustrates the derivation of the minimum contribution in the amount of \$532,631.84 for the Capital Improvement Plan;” and

**WHEREAS**, the Developer has expended funds to develop and/or acquire certain public infrastructure in the amount of at least \$2,090,636.46<sup>1</sup> (“**2022 Contribution**”) that has not yet been previously funded by the District, and the Developer has requested that the District recognize this amount to satisfy the 2022 Contribution Obligation; and

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

**1. CONTRIBUTION.** The District acknowledges and declares that the Developer has contributed infrastructure and/or monies in the amount of at least the 2022 Contribution, and accordingly the 2022 Contribution Obligation has been satisfied.

**2. GENERAL AUTHORIZATION.** The Chairman, members of the Board of Supervisors and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and things required of them by this Resolution or desirable or consistent with the requirements or intent hereof.

**3. CONFLICTS.** All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed. This Resolution is intended to supplement the assessment resolutions levying the Assessment(s) which remain in full force and effect. This Resolution and the assessment resolutions levying the Assessment(s) shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**4. 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.

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<sup>1</sup> The District acquired the Coddington Phase 2 Stormwater Improvements on October 21, 2025 in the amount of \$2,090,636.46. To date, the District has not paid for any of the Phase 2 Stormwater Improvements. At this time, the Developer is requesting that \$532,631.84 (of the remaining balance of \$2,090,636.46 owed to the Developer) in improvements be recognized as the 2022 Contribution. The remaining \$1,558,004.62, after the 2023 Contribution, is eligible for payment from future bond proceeds, if any.

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

**PASSED AND ADOPTED** this 28th day of January, 2026.

**ATTEST:**

**CODDINGTON COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

# **CODDINGTON**

## **COMMUNITY DEVELOPMENT DISTRICT**

**6**



RESOLUTION 2026-03

[PROJECT COMPLETION RESOLUTION  
FOR 2022 PROJECT]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CODDINGTON COMMUNITY DEVELOPMENT DISTRICT ADDRESSING REAL ESTATE CONVEYANCES AND PERMITS; ACCEPTING A CERTIFICATE OF THE DISTRICT ENGINEER AND DECLARING THE DISTRICT'S PROJECT(S) COMPLETE; PROVIDING DIRECTION TO DISTRICT STAFF; FINALIZING ASSESSMENTS; AUTHORIZING CONVEYANCES; AUTHORIZING A MUTUAL RELEASE; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

*Background*

**WHEREAS**, the Coddington Community Development District ("**District**") was established for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District previously issued its Capital Improvement Revenue Bonds, Series 2022 ("**Bonds**"), which Bonds are secured by debt service special assessments ("**Assessments**") levied on certain lands within the District, and which Bonds were used to finance a portion of the "2022 Project" ("**Project**"); and

**WHEREAS**, pursuant to Chapter 170, *Florida Statutes*, and the trust indentures for the Bonds, the District Engineer has executed and delivered an "**Engineer's Certificate**," attached hereto as **Exhibit A**, wherein the District Engineer certified the Project complete; and

**WHEREAS**, the District Assessment Consultant similarly has executed and delivered a "**District Certificate**," attached hereto as **Exhibit B**, wherein the District Assessment Consultant has made certain certifications relating to the completion of the Project; and

**WHEREAS**, in reliance upon the Engineer's Certificate and District Certificate, the District's Board desires to certify the Project complete in accordance with the trust indentures for the Bonds, the assessment resolutions levying the Assessments, and pursuant to Chapter 170, *Florida Statutes*, and to establish a date of the completion for the Project;

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

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

**2. AUTHORITY.** This Resolution is adopted pursuant to the Indenture and provisions of Florida law, including Chapters 170 and 190, *Florida Statutes*.

**3. ACCEPTANCE OF ENGINEER'S CERTIFICATE AND DISTRICT CERTIFICATE.** The Board hereby accepts the Engineer's Certificate, attached hereto as **Exhibit A**, and District Certificate, attached hereto as **Exhibit B**, and certifies the Project complete in accordance with the trust indentures for the Bonds, the assessment resolutions levying the Assessments, and pursuant to Chapter 170, *Florida Statutes*. The Date of Completion, as that term is defined in the trust indentures, and for purposes of the trust indentures, shall be the date upon which the final requisition payment has been made for the Project using the balance of the Series 2022 Acquisition and Construction Account, after (i) satisfaction of the Series 2022 Reserve Account Release Condition #2, (ii) release of the corresponding monies from the Series 2022 Reserve Account and into the Series 2022 Acquisition and Construction Account, and (iii) payment has been made using those released monies and for any final project costs. The District Manager and District Engineer are authorized to execute on behalf of the District and process any final requisition without further action of the Board. That said, the Project shall be deemed complete for purposes of Chapter 170, Florida Statutes, and for accounting purposes, as of the date of the Engineer's Certificate attached hereto as **Exhibit A**.

**4. DIRECTION TO DISTRICT STAFF.** District Staff is directed to notify the Trustee for the Bonds of the completion of the Project, and to effect any final transfers of funds from the reserve accounts and acquisition and construction accounts for the Bonds, and close the acquisition and construction accounts, upon completion of such transfers.

**5. FINALIZATION OF ASSESSMENTS.** Pursuant to Section 170.08, *Florida Statutes*, and the assessment resolutions levying the Assessments, and because the Project is complete, the Assessments are to be credited the difference in the assessment as originally made, approved, and confirmed and a proportionate part of the actual project costs of the Project. Because all of the original construction proceeds from the Bonds were used to construct the Project, and all contribution requirements (if any) were satisfied, no such credit is due. Accordingly, pursuant to Section 170.08, *Florida Statutes*, the Assessments are hereby finalized in the amount of the outstanding debt due on the Bonds, in accordance with **Exhibit B** herein, and are hereby apportioned in accordance with the assessment resolutions and reports adopted for the levy of the Assessments, as well as the Final Assessment Lien Roll on file with the District Manager.

**6. REAL ESTATE CONVEYANCES; PERMITS.** In connection with the Project, the District: (i) has accepted permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the improvements, and (ii) has accepted, conveyed and/or dedicated certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for

those purposes, has executed plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of improvements, work product and land ((i) and (ii) together, the “**Conveyances**”). All such Conveyances are hereby ratified, if not previously approved, and any remaining Conveyances are expressly authorized.

**7. MUTUAL RELEASE.** Because the Project is complete, the District hereby authorizes execution of mutual releases in the forms attached hereto as **Exhibit C**.

**8. IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District’s “Improvement Lien Book.” The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid. 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.

**9. TRUE-UP PAYMENTS.** As set forth in **Exhibit B**, all true-up obligations are deemed satisfied at this time.

**10. GENERAL AUTHORIZATION.** The Chairman, members of the Board of Supervisors and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and things required of them by this Resolution or desirable or consistent with the requirements or intent hereof.

**11. CONFLICTS.** All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed. This Resolution is intended to supplement the assessment resolutions levying the Assessments which remain in full force and effect. This Resolution and the assessment resolutions levying the Assessments shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. 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 take effect immediately upon its adoption.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED** this 28th day of January, 2026.

**ATTEST:**

**CODDINGTON COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** District Engineer's Certificate  
**Exhibit B:** District Certificate  
**Exhibit C:** Mutual Release of Obligations

**EXHIBIT A**

**ENGINEER'S CERTIFICATE  
REGARDING COMPLETION OF 2022 PROJECT**

\_\_\_\_\_, 2025

Board of Supervisors  
Coddington Community Development District

U.S. Bank National Association, as Trustee

RE: Certificate of Completion for Certain District Project

This Certificate is furnished in accordance Chapter 170, *Florida Statutes*, and regarding the District's "2022 Project" ("**Project**"). This Certificate is intended to evidence the completion of the Project undertaken by the District. To the best of my knowledge and belief, and after reasonable inquiry, the undersigned, as an authorized representative of District Engineer, hereby makes the following certifications upon which the District may rely:

1. The Project has been completed in substantial compliance with the specifications, is in service, and is capable of performing the functions for which it is intended, effective as of the date of this certificate.
2. Based on our review of the requisitions and information provided by the District Manager, all labor, services, materials, and supplies used in the Project have been paid for and, where practicable, acknowledgment of such payments has been obtained from all contractors and suppliers.
3. All plans, permits and specification necessary for the operation and maintenance of the Project improvements are complete and on file with the District Engineer and have been transferred to the District or other appropriate governmental entity having charge of such operation and maintenance, or are in the process of being transferred to the District.
4. As part of the Project, the District did not fund any improvements that generated impact fee credits or similar credits.
5. The total cost of the Project was greater than the amount deposited in the applicable acquisition and construction account established for the Bonds related to the Project.

WHEREFORE, the undersigned authorized representative of the District Engineer executes this Engineer's Certificate.

**CAVOLI ENGINEERING, INC.**

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, P.E., an authorized representative of Cavoli Engineering, Inc., as District Engineer of the Coddington Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

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

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

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

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

**EXHIBIT B**

**DISTRICT CERTIFICATE  
REGARDING COMPLETION OF 2022 PROJECT**

\_\_\_\_\_, 2025

Board of Supervisors  
Coddington Community Development District

U.S. Bank National Association, as Trustee

RE: Certificate of Completion for Certain District Project  
District Assessment Consultant Certifications

This Certificate is furnished in accordance Chapter 170, *Florida Statutes*, and regarding the District's "2022 Project" ("**Project**"), which was funded in part by the District's Capital Improvement Revenue Bonds, Series 2022 ("**Bonds**"). The Bonds were secured in part by debt service assessments ("**Assessments**") levied on certain lands within the boundaries of the District. This Certificate is intended to make certain certifications relating to the completion of the Project undertaken by the District.

To the best of my knowledge and belief, and after reasonable inquiry, the undersigned, as an authorized representative of the District's Assessment Consultant, hereby makes the following certifications upon which the District may rely:

1. The total cost of the Project was greater than the amount deposited in the applicable acquisition and construction account established for the Bonds related to the Project. Further, The District has spent substantially all monies from the applicable construction account(s) for the Project. Accordingly, and pursuant to Section 170.08, *Florida Statutes*, no credit is due in connection with finalizing the Assessments.
2. Based on inquiry of the District Engineer, the benefits to the lands subject to the Assessments from the completed Project continue to be sufficient to support the applicable Assessments. Moreover, Assessments continue to be fairly and reasonably allocated consistent with the applicable assessment resolutions and reports.
3. The Developer has satisfied any and all requirements, if any, to make contributions of infrastructure in connection with the reduction of the Assessments to meet target levels, repay impact fee credits, or otherwise offset assessments.
4. As of the date hereof, no rebate amount is due and owing to the federal government with respect to the Bonds.
5. The Assessments are sufficient to pay the remaining debt service on the Bonds.
6. Based on a review of the applicable plats for lands within the District, no true-up is presently due and owing at this time for any of the Assessments.

**WHEREFORE**, the undersigned authorized representative has executed the foregoing District Certificate regarding Project Completion.

**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: District Manager

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as District Manager for the Coddington Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



## EXHIBIT C

### MUTUAL RELEASE

This Mutual Release ("**Release**") is made and entered into by and between:

**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**"), and

**FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, with a mailing address of 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 ("**Developer**").

### 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 Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is the primary developer of certain lands within the boundaries of the District; and

**WHEREAS**, the District previously undertook its "2022 Project" ("**Project**"), which was funded in part by the District's Capital Improvement Revenue Bonds, Series 2022 ("**Bonds**"), and the Bonds were secured in part by debt service assessments ("**Assessments**") levied on certain lands within the boundaries of the District; and

**WHEREAS**, in connection with the Bonds, the District entered into certain agreements with the Developer, including a completion agreement, collateral assignment agreement, and acquisition agreement (together, "**Developer Agreements**"); and

**WHEREAS**, the District is in the process of declaring the Project complete, and the parties desire to provide mutual releases relating thereto.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

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

**2. MUTUAL RELEASES; ASSIGNMENT OF RIGHTS.** The Developer and District hereby agree that the Developer has been paid in full for any amounts owed in connection with the Project, and that there are no amounts of any kind due now or in the future, whether as construction proceeds, deferred costs, or otherwise, and whether pursuant to the Developer Agreements, applicable Trust Indentures or

any other agreement, to the Developer and relating in any way to the Project or the Bonds. Accordingly, the Developer hereby acknowledges receipt of all payments due and owing for work product, infrastructure, or land conveyance, or any other amount owed relating in any way to the Project or Bonds; certifies that there are no outstanding requests for payment and that there is no disagreement as to the appropriateness of any such payments; and further waives and releases any claim, entitlement, or right it presently has or may have in the future to any additional payment of amounts due and owing related to the Project or Bonds. Further, the Developer hereby assigns all of its right, title, interest, and benefit of the Developer, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, with respect to the construction, installation, or composition of the various improvements that comprise the Project and for which the District and/or another governmental entity have ownership and/or operation and maintenance responsibilities.

In consideration for among other things the Developer's release of claims, entitlements and rights, and the Developer's assignment of rights, in each case as set forth in the preceding paragraph, the District does hereby release, remit, acquit, and forever discharge from any and all claims, demands, damages, attorney's fees (including appellate attorney's fees), costs, debts, actions, causes of action, and suits of any kind or nature whatsoever all claims it presently has or may have in the future against the Developer and its assigns, successors, predecessor and successor corporations, parent corporations, subsidiaries, affiliates, officers (past and present), employees (past and present), independent agents (past and present), agents (past and present, attorneys (past and present, partners (past and present), members (past and present), insurers (past and present), and any and all sureties and other insurers, on account of all damages, including compensatory, economic, non-economic, and all other damages, known and unknown, foreseen and unforeseen, and any and all rights, claims and demands of whatsoever kind or nature, in law or in equity, which it ever had, now have or may hereafter acquire against such parties arising out of or with respect to the construction, implementation, equipping, ownership and operation of the Project, or any portions thereof, and the Developer Agreements or the Bonds.

NOTE: Notwithstanding anything to the contrary herein, nothing herein shall be construed to waive the Developer's right to payment, if any, for the balance of the Series 2022 Acquisition and Construction Account, after (i) satisfaction of the Series 2022 Reserve Account Release Condition #2, (ii) release of the corresponding monies from the Series 2022 Reserve Account and into the Series 2022 Acquisition and Construction Account, and (iii) payment to the Developer using those released monies and for any final project costs.

**3. ASSESSMENTS.** Nothing in this Mutual Release shall be construed to waive or otherwise apply to the Developer's obligation to pay assessments (including but not limited to true-up payments) owed to the District and levied on lands owned by the Developer.

**4. EFFECTIVE DATE.** The releases contained herein shall take effect upon execution of this Release.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**WHEREFORE**, the parties below execute this Release to be effective as of the \_\_\_\_ day of \_\_\_\_\_,  
2025.

**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT**

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

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

\_\_\_\_\_  
By: James D. Allen  
Title: Executive Vice President

# **CODDINGTON**

## **COMMUNITY DEVELOPMENT DISTRICT**

**7**

## RESOLUTION 2026-04

### [RESOLUTION AUTHORIZING SECOND RELEASE OF RESERVE FUND & RELATED REQUISITION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CODDINGTON COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT STAFF TO CONFIRM THE SATISFACTION OF THE RELEASE CONDITIONS OF THE CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022 AND, UPON SATISFACTION, AUTHORIZING THE RELEASE OF THE DEBT SERVICE RESERVE FUNDS INTO THE SERIES 2022 ACQUISITION AND CONSTRUCTION ACCOUNT; AUTHORIZING A REQUISITION FOR PAYMENT OF THE BALANCE OF THE 2022 ACQUISITION AND CONSTRUCTION ACCOUNT; AUTHORIZING THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE EXECUTION OF SUCH PROMISSORY NOTE AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including water and sewer, roadways, water management and utilities; and

**WHEREAS**, the District previously issued Capital Improvement Revenue Bonds, Series 2022 ("**Bonds**") in order to finance the District's "Series 2022 Project" ("**Project**"); and

**WHEREAS**, in connection with the issuance of the Bonds, certain construction monies, in the amount of \$216,934.38 ("**Reserve Fund**"), were originally placed in the Series 2022 Reserve Account for the protection of the bondholders until certain Release Conditions (defined herein) are met; and

**WHEREAS**, on or around January 17, 2025, upon the satisfaction of the Release Conditions #1, \$108,467.19 of the Reserve Fund was released into the Series 2022 Acquisition and Construction Account; and

**WHEREAS**, the *First Supplemental Trust Indenture* identifies the Reserve Account Release Conditions #2 ("**Release Conditions #2**") as:

"Reserve Account Release Conditions #2 shall mean, collectively, that (i) all of the Reserve Account Release Conditions #1 have been satisfied, (ii) all homes within the District have been built, sold and closed with end-users,

and (iii) all of the principal portion of the Series 2022 Assessments have been assigned to such homes. The District Manager shall provide a written certification to the District and the Trustee certifying that the events in clauses (i) through (iii) have occurred, on which certifications the Trustee may conclusively rely;" and

**WHEREAS**, the District desires to authorize District Staff to confirm the satisfaction of the Release Conditions #2 and, upon satisfaction, to release the applicable portion of the Reserve Fund from the Series 2022 Reserve Account into the Series 2022 Acquisition and Construction Account; and

**WHEREAS**, the District has acquired improvements as part of the Project and in the amount of \$357,401.50 ("**Unpaid Amount**"), as evidenced in **Exhibit C** attached hereto, which can be paid from the released Reserve Fund; and

**WHEREAS**, the District desires to authorize the payment of the Requisition in order to fund a portion of the Unpaid Amount; and

**WHEREAS**, the District desires to enter into a promissory note ("**Promissory Note**"), attached hereto in substantial form as **Exhibit D**, promising to pay Forestar (USA) Real Estate Group Inc. ("**Developer**") the monies transferred from the District's Series 2022 Reserve Account and into the Series 2022 Acquisition and Construction Account upon satisfaction of the Release Conditions #2 as defined in the *First Supplemental Trust Indenture* entered into by the District in connection with its Series 2022 Bonds for the District's acquisition of the Phase 2 Utilities Improvements, which were acquired pursuant to the *Acquisition Agreement*, dated May 9, 2022, between the District and Developer.

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

**1. RECITALS.** The foregoing recitals are incorporated herein as true and correct findings of the District's Board of Supervisors.

**2. AUTHORIZATION FOR DISTRICT STAFF TO CONFIRM THE SATISFACTION OF THE RELEASE CONDITIONS OF THE CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022 AND, UPON SATISFACTION, AUTHORIZATION FOR THE RELEASE OF THE DEBT SERVICE RESERVE FUNDS INTO THE SERIES 2022 ACQUISITION AND CONSTRUCTION ACCOUNT.** The District hereby authorizes District Staff to confirm the satisfaction of the Release Conditions #2 by accepting certificates from the Developer, and the District Engineer, in the forms included in **Exhibit A** attached hereto. Upon satisfaction of the Release Conditions #2, the District hereby authorizes District Staff to request the release of the applicable Reserve Fund monies from the Series 2022 Reserve Account and to the 2022 Acquisition and Construction Account through a letter to Trustee in the form included in **Exhibit B** attached hereto.

**3. AUTHORIZATION FOR REQUISITION.** Once the applicable Reserve Funds have been transferred from the Series 2022 Reserve Account to the 2022 Acquisition and Construction Account, the District hereby authorizes the Requisition for payment of the Unpaid Amount to the Developer in the form attached hereto as **Exhibit C**. The District Manager and District Engineer are authorized to execute on behalf of the District and process the final Requisition without further action of the Board.

**4. APPROVAL OF PROMISSORY NOTE.** The Board hereby approves the Promissory Note, attached hereto as **Exhibit D** in substantial form, and delegates authority to the Chairman to finalize and execute the Promissory Note on behalf of the District.

**5. GENERAL AUTHORIZATION.** The Chairman, members of the Board of Supervisors and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and things required of them by this Resolution or desirable or consistent with the requirements or intent hereof.

**6. CONFLICTS.** All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**7. 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.

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

[CONTINUED ON FOLLOWING PAGE]

**PASSED AND ADOPTED** this 28th day of January, 2026.

**ATTEST:**

**BOARD OF SUPERVISORS OF THE  
CODDINGTON COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Developer's Certificate & District Engineer's Certificate  
**Exhibit B:** Request to Trustee  
**Exhibit C:** Requisition  
**Exhibit D:** Promissory Note



# EXHIBIT A

**DISTRICT ENGINEER'S JOINDER TO DISTRICT CERTIFICATE  
REGARDING SATISFACTION OF RELEASE CONDITIONS**

\_\_\_\_\_, 2025

The undersigned, as a representative of the District Engineer, hereby joins in the District Certificate regarding Satisfaction of Release Conditions in order to further certify that, to the best of our knowledge and belief after reasonable inquiry, the following is true and correct:

1. All lots subject to the Series 2022 Assessments have been developed and platted.

**CAVOLI ENGINEERING, INC.**

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

**DEVELOPER'S JOINDER TO DISTRICT CERTIFICATE  
REGARDING SATISFACTION OF RELEASE CONDITIONS**

\_\_\_\_\_, 2025

Forestar (USA) Real Estate Group Inc., hereby joins in the Coddington Community Development District's Certificate regarding Satisfaction of Release Conditions in order to further certify that, to the best of the corporation's knowledge and belief, after reasonable inquiry, the following is true and correct:

1. All homes within the District have been built, sold and closed with end-users.

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

\_\_\_\_\_  
By: James D. Allen  
Its: Executive Vice President

# EXHIBIT B

## CODDINGTON COMMUNITY DEVELOPMENT DISTRICT

c/o Wrathell, Hunt, & Associates LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
(561) 571-0010

---

\_\_\_\_\_, 20\_\_

U.S. Bank National Association  
Global Corporate Trust  
500 West Cypress Creek Road, Suite 460  
Fort Lauderdale, Florida 33309  
Attn: Amanda Kumar & Robert Hedgecock  
E-mail: [Amanda.Kumar@usbank.com](mailto:Amanda.Kumar@usbank.com), [Robert.hedgecock@usbank.com](mailto:Robert.hedgecock@usbank.com)

VIA EMAIL

RE: Coddington Community Development District  
Capital Improvement Revenue Bonds, Series 2022  
Satisfaction of Release Conditions

Dear Sir or Madam:

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to inform you that "Release Conditions #2" have been satisfied. Accordingly, and based on the certificate(s) attached hereto, please recognize the satisfaction of the release condition(s), calculate the revised applicable reserve account requirement(s), transfer any surplus from the applicable reserve account to the applicable acquisition and construction account, and make payment for the attached requisition. Thank you for your assistance.

**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: District Manager

**Exhibit A:** Applicable Supplemental Trust Indenture Provisions  
**Exhibit B:** District Certificate

## **EXHIBIT A**

The following provisions of the *First Supplemental Trust Indenture* ("**Supplemental Indenture**") are applicable:

"Reserve Account Release Conditions #2 shall mean, collectively, that (i) all of the Reserve Account Release Conditions #1 have been satisfied, (ii) all homes within the District have been built, sold and closed with end-users, and (iii) all of the principal portion of the Series 2022 Assessments have been assigned to such homes. The District Manager shall provide a written certification to the District and the Trustee certifying that the events in clauses (i) through (iii) have occurred, on which certifications the Trustee may conclusively rely."

"'Series 2022 Reserve Account Requirement' shall mean an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2022 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #1 are met, at which time and thereafter the Series 2022 Reserve Account Requirement shall be an amount equal to twenty-five percent (25%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2022 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #2 are met, at which time and thereafter the Series 2022 Reserve Account Requirement shall be an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2022 Bonds, as of the time of any such calculation. On the date of initial issuance of the Series 2022 Bonds, the Series 2022 Reserve Account Requirement shall be \$216,934.38." (Article I – Definitions.)

Section 405 of the Supplemental Indenture further provides, in pertinent part:

"...the Trustee is hereby authorized and directed to recalculate the Series 2022 Reserve Account Requirement and to transfer any excess on deposit in the Series 2022 Reserve Account ... (ii) resulting from a reduction of the Series 2022 Reserve Account Requirement as the result of either the Reserve Account Release Conditions #1 or the Reserve Account Release Conditions #2 being met into the Series 2022 Acquisition and Construction Account and used for the purposes of such Account,"

**EXHIBIT B**

**DISTRICT CERTIFICATE  
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

\_\_\_\_\_, 20\_\_

U.S. Bank National Association  
Global Corporate Trust  
500 West Cypress Creek Road, Suite 460  
Fort Lauderdale, Florida 33309  
Attn: Amanda Kumar & Robert Hedgecock  
E-mail: [Amanda.Kumar@usbank.com](mailto:Amanda.Kumar@usbank.com), [Robert.hedgecock@usbank.com](mailto:Robert.hedgecock@usbank.com)

VIA EMAIL

RE: Coddington Community Development District  
Capital Improvement Revenue Bonds, Series 2022  
Satisfaction of Release Conditions

Dear Amanda and Robert,

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to address the satisfaction of certain reserve account release condition(s), as follows:

1. To the best of our knowledge and belief after reasonable inquiry, and based in part on the attached joinders, the following conditions have been satisfied:

“Reserve Account Release Conditions #2 shall mean, collectively, that (i) all of the Reserve Account Release Conditions #1 have been satisfied, (ii) all homes within the District have been built, sold and closed with end-users, and (iii) all of the principal portion of the Series 2022 Assessments have been assigned to such homes. The District Manager shall provide a written certification to the District and the Trustee certifying that the events in clauses (i) through (iii) have occurred, on which certifications the Trustee may conclusively rely.” (Article I - Definitions.)

2. Based on the foregoing, it is appropriate at this time that the Trustee recognize the satisfaction of the release condition(s), calculate the revised applicable reserve account requirement(s), transfer any surplus from the applicable reserve account to the applicable acquisition and construction account, and make payment for the enclosed requisition.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**WHEREFORE**, the undersigned authorized representative has executed the foregoing District Certificate regarding Satisfaction of Release Condition(s).

**CODDINGTON COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: District Manager

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as District Manager for the Coddington Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ☐ ] or did not [ ☐ ] take the oath.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



# EXHIBIT C

**REQUISITION**  
**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022**

The undersigned, an Authorized Officer of Coddington Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of July 1, 2022, as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of July 1, 2022 (collectively, the "Indenture"). All capitalized terms used herein shall have the meaning ascribed to such term in the Indenture.

(A) Requisition Number: **4**

(B) Name of Payee: **Forestar (USA) Real Estate Group Inc.**

(C) Amount Payable: \$ \_\_\_\_\_

**Note that the amount of this requisition is equal to the balance of the Series 2022 Acquisition and Construction Account. That said, the Phase II Utilities Improvements are in the greater amount of \$1,894,347.36. To the extent that additional monies are released into the Series 2022 Acquisition and Construction Account, the Trustee is directed to make payment of any remaining amounts owed by the District for the Phase II Utilities Improvements up to the full amount of \$1,894,347.36.**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable): **Acquisition of Phase 2 Utilities Improvements**

EVENT	AMOUNT
Acquisition of the Phase 2 Utilities Improvements	\$1,894,347.36
LESS Amount Paid By Requisition #2	-\$1,423,448.19
LESS Amount Paid By Requisition #3	<u>-\$113,497.67</u>
BALANCE Owed After Requisition #3	\$357,401.50

(E) Fund, Account or subaccount from which disbursement is to be made: **Series 2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

☒ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2022 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2022 Project and each represents a Cost of the Series 2022 Project, and has not previously been paid out of such Account or subaccount;

OR

☐ this requisition is for Costs of Issuance payable from the Series 2022 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the contractor of the improvements acquired or services rendered (or other equivalent supporting documents) with respect to which disbursement is hereby requested are on file with the District.

**CODDINGTON COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Series 2022 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2022 Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the Series 2022 Project with respect to which such disbursement is being made, and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

\_\_\_\_\_  
District Engineer

# EXHIBIT D

**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT  
PROMISSORY NOTE ("Note")  
DEBT SERVICE RESERVE RELEASE FUNDS FOR  
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022 ("Series 2022 Bonds")**

**Developer:**                    **Forestar (USA) Real Estate Group Inc.**

**Principal Amount:**        **\$86,773.75, Anticipated Second Debt Service Reserve Release for 2022 Bonds**

**Date:**                         \_\_\_\_\_

**Interest Rate:**              **0.00%**

**CODDINGTON COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the "**District**"), for value received, hereby promises to pay to the Developer set forth above, or its successors or assigns, the amount shown above upon satisfaction of the Release Conditions #2 as defined in the *First Supplemental Trust Indenture* entered into by the District in connection with its Series 2022 Bonds, and resulting transfer of monies from the District's Series 2022 Reserve Account and into the Series 2022 Acquisition and Construction Account, and in order to finance a portion of the cost of the District's acquisition of the Phase II Utilities Improvements<sup>1</sup>, which were acquired pursuant to the *Acquisition Agreement*, dated May 9, 2022, between the District and Developer; provided however, that such payment is contingent upon a determination by the District's bond counsel that the acquisition is properly compensable from the proceeds of the Series 2022 Bonds. The District is under no obligation to ensure the availability of funding from the Series 2022 Bonds at any time and the Developer shall have no right to compel the District to pay such amount(s) from any other source of funds.

This Note is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, *Florida Statutes*. This Note is issued with the intent that the laws of the State of Florida shall govern its construction.

This Note shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida. This Note may be assigned by Developer without the consent of the District or any party.

All acts and conditions required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Note have happened, exist and have been performed as so required.

In the event a condition of default occurs under this Note, then in such event, this Note and all sums due hereunder shall thereafter without any further notice or action by the Developer bear interest at the highest lawful rate of interest per annum permitted under the laws of the State of Florida from the date of such default. Notwithstanding any term, condition, obligation or provision herein to the contrary,

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<sup>1</sup> The District previously acquired the Phases II Utilities Improvements from the Developer in the amount of \$1,894,347.36. As of the date of this Note, the District has paid to Developer a total of \$1,536,945.86, leaving an amount owed to Developer of \$357,401.50 ("**Unpaid Amount**"), a portion of which may be paid to the Developer from the released reserve funds.

it is the express intent of the Developer that no interest, consideration or charge in excess of that permitted in the State of Florida may be accrued, charged or taken or become payable hereunder. In the event it is hereafter determined that the Developer has taken, charged or reserved interest in excess of that permitted under Florida law, whether due to prepayment, acceleration or otherwise, such excess shall be refunded to the District or credited against the sums due the Developer hereunder.

The District hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor, and expressly agrees jointly and severally to remain and continue bound for the payment provided for by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment, or any change or changes in the amount or amounts agreed to be paid under or by virtue of the obligation to pay provided for in the Note, or any change or changes by way of release or surrender or substitution of any real property and collateral or either, held as security for this Note, and the District waives all and every kind of notice of such extension or extensions change or changes, and agrees that the same may be made without the joinder of the District.

**THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE DISTRICT, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE DEVELOPER OF THIS NOTE THAT SUCH DEVELOPER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE AMOUNTS ON THIS NOTE.**

**IN WITNESS WHEREOF**, the Coddington Community Development District has caused this Note to bear the signature of its Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

**CODDINGTON COMMUNITY  
DEVELOPMENT DISTRICT**

**Attest:**

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

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

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

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

Title: Chair of the Board of Supervisors

Title: Secretary/Assistant Secretary

# **CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

# **8**

**RESOLUTION 2026-05**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE CODDINGTON  
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE  
LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

**SECTION 1.** The District’s local records office shall be located at: \_\_\_\_\_

\_\_\_\_\_.

**SECTION 2.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

**CODDINGTON COMMUNITY DEVELOPMENT  
DISTRICT**

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

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



# **CODDINGTON**

## **COMMUNITY DEVELOPMENT DISTRICT**

**9**

October 21, 2025

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

Re: Letter Agreement for Acquisition of Coddington Phase 2 Stormwater Improvements

Dear Craig,

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

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the request 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, and to post any maintenance bonds or other forms of security required.

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

Agreed to by:  
CODDINGTON COMMUNITY DEVELOPMENT  
DISTRICT

  
Chairman, Board of Supervisors

Sincerely,

FORESTAR (USA) REAL ESTATE GROUP INC.

[SIGNATURE ON FOLLOWING PAGE]

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

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

October 21, 2025

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

Re: Letter Agreement for Acquisition of Coddington Phase 2 Stormwater Improvements

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

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the request 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, and to post any maintenance bonds or other forms of security required.

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.


Sincerely,

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

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

**[SIGNATURE ON PRIOR PAGE]**

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

  
Name: James D. Allen  
Title: Executive Vice President

## EXHIBIT A

### Description of Coddington Phase 2 Stormwater Improvements

***Coddington Phase 2 Surface Water Management*** – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within Tracts R-4, R-5, and R-6 (Private Roadway, P.D.A.E., D.D.E., D.I.E. & P.D.E.), Tracts R-7, R-8 and R-9 (Future Right-of-Way Setback Area, P.D.A.E. & P.U.E.), Tracts D-12, D-13, D-14, D-15, D-16, D-17, D-18, and D-19 (Drainage, Landscape and Irrigation Area (P.D.A.E.)), and Tracts W-B and W-E (Wetland & Wetland Buffer Area (P.D.A.E.)), and the “District Drainage Easement,” “District Irrigation Easement,” “Private Drainage and Access Easement,” “Public Drainage Easement,” and any other drainage easements, as identified on the plat entitled, *Coddington Phase II*, as recorded at Plat Book 76, Pages 163-183, 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 for the project described in the District’s *Engineer’s Report for the Coddington Community Development District*, dated May 30, 2022.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Storm Water	\$2,090,636.46	\$2,090,636.46	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$2,090,636.46</b>	<b>\$2,090,636.46</b>	<b>\$0.00</b>	<b>\$0.00</b>




**CORPORATE DECLARATION REGARDING COSTS PAID**  
**CODDINGTON PHASE 2 STORMWATER IMPROVEMENTS**

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

1. Developer is the developer of certain lands within District.
2. The District's *Engineer's Report for the Coddington Community Development District*, dated May 30, 2022 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

**IN WITNESS WHEREOF**, the undersigned has executed this certificate for and on behalf of the Developer as of the 16 day of OCTOBER, 2025.

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

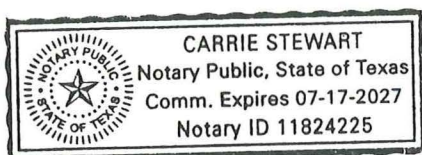
  
Name: James D. Allen  
Title: Executive Vice President

STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 16 day of OCTOBER, 2025, by James D. Allen as Executive Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

  
NOTARY PUBLIC, STATE OF TEXAS  
Name: CARRIE STEWART  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)



## EXHIBIT A

### Description of Coddington Phase 2 Stormwater Improvements

***Coddington Phase 2 Surface Water Management*** – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within Tracts R-4, R-5, and R-6 (Private Roadway, P.D.A.E., D.D.E., D.I.E. & P.D.E.), Tracts R-7, R-8 and R-9 (Future Right-of-Way Setback Area, P.D.A.E. & P.U.E.), Tracts D-12, D-13, D-14, D-15, D-16, D-17, D-18, and D-19 (Drainage, Landscape and Irrigation Area (P.D.A.E.)), and Tracts W-B and W-E (Wetland & Wetland Buffer Area (P.D.A.E.)), and the “District Drainage Easement,” “District Irrigation Easement,” “Private Drainage and Access Easement,” “Public Drainage Easement,” and any other drainage easements, as identified on the plat entitled, *Coddington Phase II*, as recorded at Plat Book 76, Pages 163-183, 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 for the project described in the District’s *Engineer’s Report for the Coddington Community Development District*, dated May 30, 2022.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Storm Water	\$2,090,636.46	\$2,090,636.46	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$2,090,636.46</b>	<b>\$2,090,636.46</b>	<b>\$0.00</b>	<b>\$0.00</b>

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE**  
**CODDINGTON PHASE 2 STORMWATER IMPROVEMENTS**

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 13 day of October, 2025, by Central Site Development, LLC, having a mailing address 213 Providence Road, Brandon, Florida 33511 ("Contractor"), in favor of the Coddington Community Development District ("District"), which is a local unit of special-purpose government situated in Manatee County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

WHEREAS, pursuant to that certain *Florida Independent Contractor Agreement For Land Development (Fixed Price Award)*, dated February 1<sup>st</sup>, 2021, and between Contractor and Forestar (USA) Real Estate Group Inc., a Delaware corporation ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]



[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]


CENTRAL SITE DEVELOPMENT, LLC



By: Michael Blackwell  
Its: COO

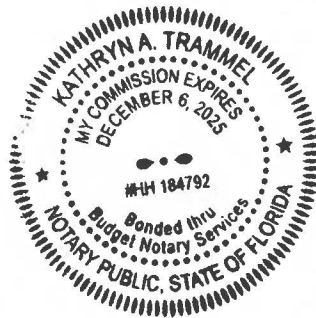
STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13th day of October, 2025, by Michael Blackwell as COO of Central Site Development, 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 PUBLIC, STATE OF Florida

(NOTARY SEAL)



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

## EXHIBIT A

### Description of Coddington Phase 2 Stormwater Improvements

**Coddington Phase 2 Surface Water Management** – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within Tracts R-4, R-5, and R-6 (Private Roadway, P.D.A.E., D.D.E., D.I.E. & P.D.E.), Tracts R-7, R-8 and R-9 (Future Right-of-Way Setback Area, P.D.A.E. & P.U.E.), Tracts D-12, D-13, D-14, D-15, D-16, D-17, D-18, and D-19 (Drainage, Landscape and Irrigation Area (P.D.A.E.)), and Tracts W-B and W-E (Wetland & Wetland Buffer Area (P.D.A.E.)), and the "District Drainage Easement," "District Irrigation Easement," "Private Drainage and Access Easement," "Public Drainage Easement," and any other drainage easements, as identified on the plat entitled, *Coddington Phase II*, as recorded at Plat Book 76, Pages 163-183, 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 for the project described in the District's *Engineer's Report for the Coddington Community Development District*, dated May 30, 2022.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Storm Water	\$2,090,636.46	\$2,090,636.46	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$2,090,636.46</b>	<b>\$2,090,636.46</b>	<b>\$0.00</b>	<b>\$0.00</b>

**DISTRICT ENGINEER'S CERTIFICATE**  
**CODDINGTON PHASE 2 STORMWATER IMPROVEMENTS**

September 15, 2025 2024

Board of Supervisors  
Coddington Community Development District

Re: Coddington Community Development District  
Acquisition of Improvements – Coddington Phase 2 Stormwater Improvements

Ladies and Gentlemen:

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

1. I have reviewed and observed construction of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report for the Coddington Community Development District*, dated May 30, 2022 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in substantial accordance with their specifications, and are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify to the best of my knowledge, information and belief and that it is appropriate at this time to acquire the Improvements.



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

Executed this 15 day of September, 2024.

CAVOLI ENGINEERING, INC.

John F. Cavoli  
Name: John F. Cavoli  
Florida Registration No. 48692

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this 15 day of September, 2024, by John Cavoli, on behalf of Cavoli Engineering, who is personally known to me or who has produced FL Dr Lic. as identification, and did [ ] or did not [ ] take the oath.



CE  
Notary Public, State of Florida  
Print Name: Carla Easton  
Commission No.: 141453373  
My Commission Expires: 10-25-2027

## EXHIBIT A

***Coddington Phase 2 Surface Water Management*** – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within Tracts R-4, R-5, and R-6 (Private Roadway, P.D.A.E., D.D.E., D.I.E. & P.D.E.), Tracts R-7, R-8 and R-9 (Future Right-of-Way Setback Area, P.D.A.E. & P.U.E.), Tracts D-12, D-13, D-14, D-15, D-16, D-17, D-18, and D-19 (Drainage, Landscape and Irrigation Area (P.D.A.E.)), and Tracts W-B and W-E (Wetland & Wetland Buffer Area (P.D.A.E.)), and the “District Drainage Easement,” “District Irrigation Easement,” “Private Drainage and Access Easement,” “Public Drainage Easement,” and any other drainage easements, as identified on the plat entitled, *Coddington Phase II*, as recorded at Plat Book 76, Pages 163-183, of the Official Records of Manatee County, Florida.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Storm Water				

**BILL OF SALE**  
**CODDINGTON PHASE 2 STORMWATER IMPROVEMENTS**

**THIS BILL OF SALE** is made to be effective as of the 16 day of Oct., 2025, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, whose address for purposes hereof is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Coddington Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell Hunt & Associations, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**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. **Improvements** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the improvements identified in **Exhibit A**.
- b. **Work Product** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the work product identified in **Exhibit A**.
- c. **Additional Rights** – All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing work product and improvements.

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

IN WITNESS WHEREOF, Developer, Association and District have caused these presents to be executed on the day and year first above written.

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: Victoria Walker  
Name: VICTORIA WALKER  
Address: 2221 E LAMAR  
APT. TX 76006

By: James D. Allen  
Name: James D. Allen  
Title: Executive Vice President & CFO

By: Carrie Stewart  
Name: CARRIE STEWART  
Address: 2221 E LAMAR  
APT TX 76006

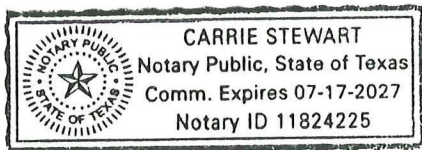
STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 14 day of OCTOBER, 2025, by JAMES D ALLEN as CFO of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

Carrie Stewart  
NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)

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



[Signatures continue on following page]



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

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

(This space reserved for Clerk)

#### SPECIAL WARRANTY DEED

**THIS SPECIAL WARRANTY DEED** is made to be effective as of the 16 day of October 2025,  
by and between:

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

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

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

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

**Tracts D-12, D-13, D-14, D-15, D-16, D-17, D-18, D-19 (Drainage, Landscape and  
Irrigation Area), and Tracts W-B and W-E (Wetland & Wetland Buffer Area), as identified  
on the plat entitled, *Coddington Phase II*, as recorded at Plat Book 76, Pages 163-183,  
of the Official Records of Manatee County, Florida.**

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

The Grantor(s) hereby covenant with said Grantee that the Grantor(s), either individually or  
together, are lawfully seized of said land in fee simple and that the Grantor(s) have good right and lawful  
authority to sell and convey said land. Further, the Grantor(s) hereby warrant the title to said land and  
will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through  
or under Grantor(s), but against none other. Additionally, the Grantor(s) warrant that they have complied  
with the provisions of Section 196.295, *Florida Statutes*.

**RESERVATION OF EASEMENT**

GRANTOR(S) hereby reserve unto themselves and their successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor(s) and their successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, 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.

[CONTINUED ON FOLLOWING PAGE]

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

WITNESS:

FORESTAR (USA) REAL ESTATE GROUP INC.

By: [Signature]  
Name: VICTORIA WALKER  
Address: 2221 E LAMAR  
ARL, TX 76006

By: [Signature]  
Name: James D. Allen  
Title: Executive Vice President

By: [Signature]  
Name: CARRIE STEWART  
Address: 2221 E LAMAR BOVD.  
ARLINGTON TX 76006

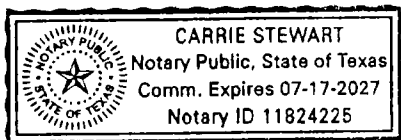
STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of OCTOBER 2025, by James D. Allen, as Executive Vice President of Forestar (USA) Real Estate Group Inc. who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)

Name: CARRIE STEWART  
(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 Ave  
Tallahassee, Florida 32301

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**EASEMENT AGREEMENT  
[CODDINGTON PHASE 2]**

**THIS EASEMENT AGREEMENT** is made and entered into this 16 day of October, 2025, by and among:

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

**Coddington Community Association, Inc.**, a Florida non-for-profit corporation, whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Association**", and together with Developer, "**Grantor**"); and

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

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

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

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

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

**1. Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

**2. Grant of Non-Exclusive Easement from Developer.** Developer hereby grants – to the extent of the Developer’s interests, if any - to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes:

- (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 Tracts R-4, R-5, and R-6 (Private Roadway, P.D.A.E., D.D.E., D.I.E. & P.D.E.), Tracts R-7, R-8 and R-9 (Future Right-of-Way Setback Area, P.D.A.E. & P.U.E.), and the “District Drainage Easement,” “District Irrigation Easement,” “Private Drainage and Access Easement,” “Public Drainage Easement,” as identified on the plat of *Coddington Phase II*, as recorded in Plat Book 76, Pages 163 et seq., inclusive. The parties agree that, absent a separate agreement between the Developer or Association with the District, the District shall be responsible for the ownership, operation, maintenance, repair and replacement of the master stormwater system within the District (collectively, “Easement”).

**3. Grant of Non-Exclusive Easement from Association.** Association hereby grants – to the extent of the Association’s interests, if any - to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified in the Easement Area, described above, to have and to hold the same unto the District, its successors and assigns forever for the purposes of the Easement, described above.

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

**5. 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.

**6. 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.

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

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

**9. Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

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

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

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

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

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

**14. Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

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

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

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

**[SIGNATURES ON NEXT PAGE]**

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

Signed, sealed and delivered by:

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: *Victoria Walker*  
Name: VICTORIA WALKER

*James D. Allen*  
Name: James D. Allen  
Title: Executive Vice President

By: *C Stewart*  
Name: CARRIE STEWART

STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 16 day of OCTOBER 2025, by James D. Allen as Executive Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

*C Stewart*  
NOTARY PUBLIC, STATE OF TEXAS

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

(NOTARY SEAL)

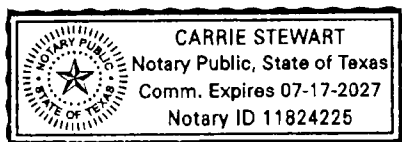


EXHIBIT A: Description of Property



WITNESSES

CODDINGTON COMMUNITY ASSOCIATION,  
INC.

By: [Signature]  
Name: Steven [Signature]  
Address: 551 N. Cattlemen Rd #304  
Sarasota FL 34232

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

By: [Signature]  
Name: JOHN R BARWITT  
Address: 551 N. Cattlemen Rd, Ste 304  
Sarasota, FL 34232

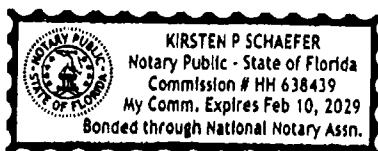
STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18<sup>th</sup> day of September, 2025, by Christian Cotter as President of Coddington Community 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.

[Signature]  
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Kirsten P. Schaefer  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)



WITNESSES

CODDINGTON COMMUNITY DEVELOPMENT  
DISTRICT

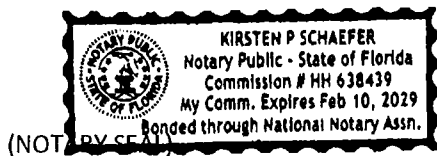
By: [Signature]  
Name: Stacy Hart  
Address: 551 N. Coddington Rd #304  
Sarasota FL 34232

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

By: [Signature]  
Name: JOHN R. BARNETT  
Address: 551 N. Coddington Rd, Ste 304  
Sarasota, FL 34232

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18<sup>th</sup> day of September, 2025, by Christian Cotter as Chair of the Coddington Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



[Signature]  
NOTARY PUBLIC, STATE OF Florida  
Name: Kirsten P. Schaefer  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

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

# **CODDINGTON**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **10**

# **CONSENT**

# **AGENDA**

**CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**CODDINGTON  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
DECEMBER 31, 2025**

**CODDINGTON  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 31, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 512,600	\$ -	\$ -	\$ 512,600
Investments				
Revenue	-	63,335	-	63,335
Reserve	-	108,467	-	108,467
Prepayment	-	3,230	-	3,230
Construction	-	-	626	626
Due from general fund	-	406,927	-	406,927
Total assets	<u>\$ 512,600</u>	<u>\$ 581,959</u>	<u>\$ 626</u>	<u>\$ 1,095,185</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Due to Landowner	\$ 180	\$ -	\$ -	\$ 180
Due to debt service fund	406,927	-	-	406,927
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>413,107</u>	<u>-</u>	<u>-</u>	<u>413,107</u>
Fund balances:				
Restricted for:				
Debt service	-	581,959	-	581,959
Capital projects	-	-	626	626
Unassigned	99,493	-	-	99,493
Total fund balances	<u>99,493</u>	<u>581,959</u>	<u>626</u>	<u>682,078</u>
Total liabilities and fund balances	<u>\$ 512,600</u>	<u>\$ 581,959</u>	<u>\$ 626</u>	<u>\$ 1,095,185</u>

**CODDINGTON  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 84,846	\$ 84,846	\$ 89,888	94%
Total revenues	<u>84,846</u>	<u>84,846</u>	<u>89,888</u>	94%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	-	861	0%
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	672	672	12,845	5%
Engineering	-	-	2,000	0%
Audit	-	-	5,250	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	250	1,000	25%
Trustee	-	-	4,500	0%
Telephone	17	50	200	25%
Postage	-	-	500	0%
Printing & binding	42	125	500	25%
Legal advertising	-	-	1,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,732	6,584	87%
Contingencies/bank charges	80	241	750	32%
Website				
Hosting & maintenance	705	705	705	100%
ADA compliance	145	145	210	
EMMA Software Service	-	1,000	1,000	100%
Total professional & administrative	<u>5,744</u>	<u>21,095</u>	<u>87,080</u>	24%
<b>Other fees &amp; charges</b>				
Tax collector	<u>2,325</u>	<u>2,325</u>	<u>2,610</u>	89%
Total other fees & charges	<u>2,325</u>	<u>2,325</u>	<u>2,610</u>	89%
Total expenditures	<u>8,069</u>	<u>23,420</u>	<u>89,690</u>	26%
Excess/(deficiency) of revenues over/(under) expenditures	76,777	61,426	198	
Fund balances - beginning	<u>22,716</u>	<u>38,067</u>	<u>22,435</u>	
Fund balances - ending	<u>\$ 99,493</u>	<u>\$ 99,493</u>	<u>\$ 22,633</u>	

**CODDINGTON  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2022  
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 418,390	\$ 418,390	\$ 443,100	94%
Interest	536	2,656	-	N/A
Total revenues	<u>418,926</u>	<u>421,046</u>	<u>443,100</u>	95%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	100,000	0%
Interest	-	165,355	333,835	50%
Total debt service	<u>-</u>	<u>165,355</u>	<u>433,835</u>	38%
<b>Other fees &amp; charges</b>				
Tax collector	11,462	11,463	9,231	124%
Total other fees and charges	<u>11,462</u>	<u>11,463</u>	<u>9,231</u>	124%
Total expenditures	<u>11,462</u>	<u>176,818</u>	<u>443,066</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	407,464	244,228	34	
Net change in fund balances	407,464	244,228	34	
Fund balances - beginning	174,495	337,731	425,709	
Fund balances - ending	<u>\$ 581,959</u>	<u>\$ 581,959</u>	<u>\$ 425,743</u>	



**CODDINGTON  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2022  
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 2	\$ 6
Total revenues	<u>2</u>	<u>6</u>
<b>EXPENDITURES</b>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	2	6
Net change in fund balances	2	6
Fund balances - beginning	624	620
Fund balances - ending	<u>\$ 626</u>	<u>\$ 626</u>

# **CODDINGTON**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

**DRAFT**

**MINUTES OF MEETING  
CODDINGTON COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Coddington Community Development District held a Public Hearing and Regular Meeting on August 27, 2025 at 2:00 p.m., or as soon thereafter as the matter could be heard, at Star Farms Amenity Center, 18360 Star Farms Loop, Lakewood Ranch, Florida 34211.

**Present:**

Christian Cotter	Chair
Steven Hart	Vice Chair
Mary Moulton	Assistant Secretary
Pedro Rodriguez	Assistant Secretary

**Also present:**

Kristen Thomas	District Manager
Jere Earlywine	District Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Thomas called the meeting to order at 2:19 p.m.

Supervisors Cotter, Hart, Rodriguez and Moulton were present. Supervisor Lutz was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Supervisor Pedro Rodriguez [Seat 5] (the following to be provided under separate cover)**

Ms. Thomas, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Pedro Rodriguez. Mr. Rodriguez is familiar with the following:

**A. Required Ethics Training and Disclosure Filing**

- **Sample Form 1 2023/Instructions**

**B. Membership, Obligations and Responsibilities**

**C. Guide to the 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 Office**

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-06, Electing and Removing Officers of the District and Providing for an Effective Date**

Ms. Thomas presented Resolution 2025-06.

Mr. Cotter nominated the following:

Christian Cotter	Chair
Steven Hart	Vice Chair
Mary Moulton	Assistant Secretary
Hal Lutz	Assistant Secretary
Pedro Rodriguez	Assistant Secretary

No other nominations were made.

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

Craig Wrathell	Secretary
Daniel Rom	Assistant Secretary
Kristen Thomas	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

**On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, Resolution 2025-06, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.**

**FIFTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year 2025/2026 Budget**

**A. Proof/Affidavit of Publication**

The affidavit of publication was included for informational purposes.

**B. Consideration of Resolution 2025-07, 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**

Ms. Thomas presented Resolution 2025-07. She distributed copies of the proposed Fiscal Year 2026 budget and stated that a working copy was mistakenly uploaded to the agenda; therefore, some changes will be made.

The following changes were made to the proposed Fiscal Year 2026 budget:

Page 1: Delete "Supervisors" line item

Page 1, "Insurance" line item: Insert "6,330"

Page 1, "Tax collector" line item: Insert "2,610"

Ms. Thomas stated that assessments will stay flat, year over year.

**On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the Public Hearing was opened.**

No affected property owners or members of the public spoke.

**On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the Public Hearing was closed.**

**On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Resolution 2025-07, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026, as amended; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.**

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-08, Providing for Funding for the Fiscal Year 2025/2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date**

Ms. Thomas presented Resolution 2025-08. This is the Assessment Levying Resolution that takes into consideration the budget that was just adopted and the assessment levels contained therein and directs Staff to prepare a lien roll and transmit the lien roll to the Tax Collector for placement of the assessments on the property tax bill.

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Resolution 2025-08, Providing for Funding for the Fiscal Year 2025/2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

**SEVENTH ORDER OF BUSINESS**

**Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2024, Prepared by Berger, Toombs, Elam, Gaines & Frank**

Ms. Thomas presented the Audited Financial Report for the Fiscal Year Ended September 30, 2024 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

**A. Consideration of Resolution 2025-09, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2024**

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Resolution 2025-09, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2024, was adopted.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]**

Ms. Thomas presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards. She noted that it will be necessary to authorize the Chair to approve the findings related to the 2025 Goals and Objectives.

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, were approved.

- **Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting**

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, was approved.

**NINTH ORDER OF BUSINESS**

**Consent Agenda**

**A. Acceptance of Unaudited Financial Statements as of July 31, 2025**

**B. Approval of April 23, 2025 Regular Meeting Minutes**

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the Unaudited Financial Statements as of July 31, 2025, were accepted, and the April 23, 2025 Regular Meeting Minutes, as presented, were approved.

**TENTH ORDER OF BUSINESS**

**Staff Reports**

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

Discussion ensued regarding the project completion timeline.

**B. District Engineer: Cavoli Engineering, Inc.**

There was no report.

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

- **268 Registered Voters in District as of April 15, 2025**
- **NEXT MEETING DATE: September 24, 2025 at 2:00 PM**
  - **QUORUM CHECK**

The next meeting will be on September 24, 2025, unless canceled.

**ELEVENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**TWELFTH ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the meeting adjourned at 2:27 p.m.

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Secretary/Assistant Secretary

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Chair/Vice Chair



**CODDINGTON**

**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**

**REPORTS**

Coddington Community Development District		
Board of Supervisors Fiscal Year 2025/2026 Meeting Schedule		
Location		
<i>Star Farms Amenity Center, 18360 Star Farms Loop, Lakewood Ranch, Florida 34211</i>		
Date	Potential Discussion/Focus	Time
October 22, 2025 <b>CANCELED</b>	<del>Regular Meeting</del>	<del>2:00 PM</del>
November 26, 2025 <b>CANCELED</b>	<del>Regular Meeting</del>	<del>2:00 PM</del>
December 24, 2025 <b>CANCELED</b>	<del>Regular Meeting</del>	<del>2:00 PM</del>
January 28, 2026	Regular Meeting	2:00 PM
February 25, 2026	Regular Meeting	2:00 PM
March 25, 2026	Regular Meeting	2:00 PM
April 22, 2026	Regular Meeting	2:00 PM
May 27, 2026	Regular Meeting	2:00 PM
June 24, 2026	Regular Meeting	2:00 PM
July 22, 2026	Regular Meeting	2:00 PM
August 26, 2026	Regular Meeting	2:00 PM
September 23, 2026	Regular Meeting	2:00 PM