

**MINUTES OF MEETING
LAKE FLORES
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Lake Flores Community Development District held a Regular Meeting on February 17, 2026 at 11:00 a.m., at 8116 Cortez Road W., Bradenton, Florida 34210.

Present:

Gary Walker	Chair
James Motta	Vice Chair
Krystal Parsons	Assistant Secretary
Walter Preston	Assistant Secretary

Also present:

Jordan Lansford	District Manager
Jonathan Johnson (via telephone)	District Counsel
Jeb Mulock	District Engineer
Ed Hill	Developer Representative
Whiting Preston	LF Manatee
Jessica Mahoney (via telephone)	Mahoney Law

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Lansford called the meeting to order at 11:00 a.m. Supervisors Walker, Motta, Parsons and Preston were present. Supervisor Tisdale was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of ET Mackenzie Change Order No. 4 [Central & East Mitigation Area]

<p>On MOTION by Mr. Motta and seconded by Mr. Walker, with all in favor, ET Mackenzie Change Order No. 4 for the Central & East Mitigation Area, in the amount of \$12,551, was approved.</p>
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FOURTH ORDER OF BUSINESS

Consideration of Florida Permitting, Inc. Proposal No. 25045 [Wetlands Maintenance]

On MOTION by Mr. Motta and seconded by Mr. Walker, with all in favor, Florida Permitting, Inc. Proposal No. 25045 for Wetlands Maintenance for 7 ponds for West Node Mitigation, in the amount of \$24,360, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2026-07, Ratifying the Actions of the District Manager in Redesignating the Location for Landowners’ Meeting; Providing for an Effective Date

Ms. Lansford presented Resolution 2026-07. Seats 1, 2, and 5, held by Mr. Walker, Mr. Motta, and Mr. Preston, respectively, will be up for election at the Landowners’ Election.

On MOTION by Mr. Walker and seconded by Mr. Motta, with all in favor, Resolution 2026-07, Ratifying the Actions of the District Manager in Redesignating the Location for a Landowners’ Meeting on November 3, 2026 at 10:00 a.m., at the Holiday Inn Express and Suites Bradenton, East-Lakewood Ranch, 5464 Lena Road Bradenton, Florida 34211; Providing for an Effective Date, was approved.

SIXTH ORDER OF BUSINESS

Update: Streetlight Property Insurance

Ms. Lansford stated she reviewed the Florida Power & Light (FPL) Agreement regarding insurance for streetlight damage. Mr. Johnson contacted FPL and FPL confirmed that they will be responsible for replacing any damaged streetlights, including hurricanes or vehicle crashes.

- **FY25 Cost Share Invoices with Lake PAZ**

Ms. Lansford stated the Fiscal Year 2025 invoice was sent to Carlos Beruff, of Long Bar Pointe (LBP); a response is pending. Total expenses were \$56,839, and the invoice reflects Long Bar Pointe’s 20% cost share amount of \$11,367.80. She will follow up.

SEVENTH ORDER OF BUSINESS

Consideration of Easements and Lake Use Related Items

- **Memorandum Regarding Summary of Amended Easements**

This item was included for informational purposes.

- A. Second Amended and Restated Reciprocal Easement and Joint Use of Lake Agreement**

Ms. Mahoney discussed substantive changes, including LBP’s request to drain additional property into this lake, and LBP’s agreement to increase its percentage contribution from 20%

to 33% of the joint maintenance costs of the lake, excluding the three outfalls constructed by LBP, which will be 100% maintained by the LBP property owner.

Ms. Mahoney discussed the Memorandum of the Settlement Agreement recorded against the project; it must be removed as it is considered a title defect creating an encumbrance and an impediment on lot closings. At the first closing, a partial release of the Memorandum was obtained in exchange for continuing discussions on additional inflows. LBP will not release the Memorandum from the entire project unless the four easements are amended and restated, primarily permitting additional inflows subject to compliance with the WRA analysis. Overall, this is a benefit because, if approved and signed, termination of the Memorandum of the Settlement Agreement will go away from the entire project and it will not be an encumbrance; it will allow builder closings to proceed freely, and all rights and obligations will effectively be put into the CDD versus the private parties, so that LBP will need to work with the CDD Board rather than individual owners if issues arise.

Ms. Mahoney stated each Agreement includes acknowledgement by Cortez 75 West Investors LLC and LF Manatee LLC that they are the major Landowners and the Developer in the CDD and that these Agreements are effectively being assigned to the CDD to be the sole and exclusive formal party, so any amendments, modifications or requests from LBP related to these easements must be presented to CDD only.

The Board and Staff discussed and considered the items included in the Seventh Order of Business, which are included in the electronic version of the Agenda, and execution of the documents and extension of deadlines in the event of logistical issues.

On MOTION by Mr. Motta and seconded by Mr. Walker, with all in favor, the Second Amended and Restated Reciprocal Easement and Joint Use of Lake Agreement approval by February 27, 2026, subject to receiving Carlos Beruff's document and to the Chair's extension of the timeline, was approved.

Discussion ensued regarding the release of documents executed by the CDD, the Joint Written Escrow Instructions, recording the four easements, and termination of the Memorandum of Agreement. While documents will be executed concurrently, it is expected that documents will be electronically recorded with Manatee County promptly.

Discussion ensued regarding 48" pipes not included in construction drawings, which are outside the Operation & Maintenance (O&M) Agreement and not the responsibility of the CDD,

future outfalls, permitting and property not subject to the Settlement Agreement. It was noted that the CDD will review future permitting to ensure it complies with the stormwater mode.

Discussion ensued regarding the project history, termination of the ongoing relationship with Mr. Beruff except for continued cooperation in maintaining this common water body, freeing the other land included in the settlement, whether another CDD should be developed, and drainage management.

Ms. Mahoney stated that the documents and the rights remain with the land. Mr. Johnson noted that, should another CDD be formed, an Interlocal Agreement might be utilized.

A Board Member noted that Mr. Beruff's portion of the cost share is outstanding and asked what recourse the CDD has if payment is not received. Mr. Johnson stated failure to pay the current invoice has implications for the proceeding, as outlined. Should he not pay, the CDD has the right to bring a claim in Circuit Court.

Discussion ensued regarding payment obligations, discussions related to contractual lien rights, permitting considerations, and leverage.

B. Amended Non-Exclusive Permanent Drainage Easement for 86th Street Ditch

On MOTION by Mr. Walker and seconded by Mr. Motta, with all in favor, the Amended Non-Exclusive Permanent Drainage Easement for 86th Street Ditch, was approved.

C. Amended Non-Exclusive Permanent Flowage Easement on, Over and Through the Agreed Dissipater Flows Area

Discussion ensued regarding the area subject to the easement and surrounding areas.

On MOTION by Mr. Motta and seconded by Mr. Walker, with all in favor, the Amended Non-Exclusive Permanent Flowage Easement on, Over and Through the Agreed Dissipater Flows Area, was approved.

D. Amended Non-Exclusive Permanent Drainage and Access Easement Agreement (Strip 2 And Strip 3)

Ms. Mahoney stated the original document addressed settlement terms, construction and permitting. The CDD controls the permitting and O&M of Strips 2 and 3 and will continue to do so. LBP owns Strips 1 and 4; the CDD has no maintenance or construction obligations for those.

On MOTION by Mr. Motta and seconded by Mr. Preston, with all in favor, the Non-Exclusive Permanent Drainage and Access Easement Agreement for Strip 2 And Strip 3, was approved.

E. Termination of Memorandum of Agreement

On MOTION by Mr. Motta and seconded by Mr. Walker, with all in favor, the Termination of Memorandum of Agreement, was acknowledged.

F. Consent of Joint Written Escrow Instructions

Ms. Mahoney stated her firm will receive all signatures. Nothing will be released or recorded until all four Easements and the Termination of Memorandum of Agreement are executed by all the parties, as a condition to recording all of this in the public record. The Easements will be recorded first. When received, the instrument number will be inserted on the Termination of Memorandum of Agreement, and it will be recorded.

On MOTION by Mr. Walker and seconded by Ms. Parsons, with all in favor, the Consent of Joint Written Escrow Instructions, was approved.

On MOTION by Mr. Walker and seconded by Ms. Parsons, with all in favor, permitting the Chair's extension of the timeline for the Consent of Joint Written Escrow Instructions, was approved.

G. Collateral Information

I. WRA Engineering Memo: Contributing Basin Area Evaluation to Lake Paz - Aqua Residential Development (Exhibit F to Second Amended and Restated Reciprocal Easement and Joint Use Agreement Regarding the Additional Inflows to the Lake)

Ms. Mahoney presented the new Exhibit F, which will be recorded in the public records as an Exhibit. The District Engineer reviewed the parameters of potential inflows; when LBP goes to permit additional inflows, they must be consistent with the Memo and the District Engineer's approval will be required.

On MOTION by Mr. Motta and seconded by Mr. Walker, with all in favor, the WRA Engineering Memo: Contributing Basin Area Evaluation to Lake Paz - Aqua Residential Development related to Exhibit F to the Second Amended and Restated Reciprocal Easement and Joint Use Agreement Regarding the Additional Inflows to the Lake, was approved.

II. Stormwater Model Update Summary - SeaFlower Phase I/Lake Paz Expansion (This is the District Engineer's Analysis of the WRA Memo Regarding the Additional Inflows to the Lake)

On MOTION by Mr. Motta and seconded by Mr. Walker, with all in favor, the Stormwater Model Update Summary - SeaFlower Phase I/Lake Paz Expansion, was approved.

III. Location of Drainage Strips 1-4 and 86th Ditch

Ms. Mahoney stated this shows the locations of the four strips and the 86th Ditch; the area to the south of the strips is the dissipator flow area.

Ms. Mahoney left the call.

EIGHTH ORDER OF BUSINESS

Ratification Items

- A. FP&L Company**
 - I. Underground Distribution Facilities Installation Agreement**
 - II. LED Lighting Agreement [Work Request No. 13653743]**
- B. Florida Permitting, Inc. Proposal No. 25040 [Wet Pond Maintenance]**
- C. Burkholders Excavating, Inc. Estimate No. 1252 [SeaFlower Retaining Wall]**
- D. UES Professional Solutions, LLC Agreement for Construction Material Testing Services**

On MOTION by Mr. Motta and seconded by Mr. Preston, with all in favor, Ratification Items 8A through 8D, including all sub items, were ratified.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of December 31, 2025

Regarding Landowner contribution revenues, Ms. Lansford stated, as of January 21, 2026, O&M payments totaling \$15,713.46 and \$20,296.48 were received from MI Homes and from Red Cast Homes, respectively, for a total of \$36,009.94. Numbers will be updated by the end of the month when the next direct bill assessments are received. Beginning on December 15, interest will accrue on outstanding invoices.

On MOTION by Mr. Walker and seconded by Ms. Parsons, with all in favor, the Unaudited Financial Statements as of December 31, 2025, were accepted.

TENTH ORDER OF BUSINESS

Approval of January 20, 2026 Regular Meeting Minutes

On MOTION by Mr. Walker and seconded by Ms. Parsons, with all in favor, the January 20, 2026 Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Mr. Johnson stated issuance of additional bonds is proceeding; he expects the Limited Offering Memorandum to be posted today.

Mr. Walker asked about CDD liability exposure related to recreational use of the lakes. Mr. Johnson stated that liability exists; the CDD has sovereign immunity protection, and the legislature are considering adjustments to sovereign immunity levels. Other provisions in the Statutes address the CDD’s ability to charge fees and recover costs; as a public entity, some provisions must be made for public access, which can be one reason for privatizing amenities. Statutorily, the CDD can charge nonresident fees.

B. District Engineer: ZNS Engineering, LC

Mr. Mulock stated he is working on a Change Order credit of about \$140,000 from E.T. MacKenzie for sod and excavation. Mr. Preston asked about reducing the 75th Street scope. Mr. Mulock stated changing the scope of work, including drainage, is not recommended.

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

- **Performance Measures/Standards & Annual Reporting Form (for informational purposes)**
- **NEXT MEETING DATE: March 17, 2026 at 11:00 AM**
 - **QUORUM CHECK**

TWELFTH ORDER OF BUSINESS

Board Members’ Comments/Requests

There were no Board members’ comments or requests.

THIRTEENTH ORDER OF BUSINESS

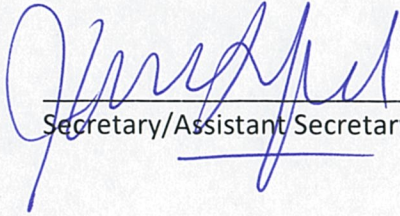
Public Comments

Ms. Lansford will include an updated version of the electronic agenda.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Parsons and seconded by Mr. Preston, with all in favor, the meeting adjourned at 12:06 p.m.



Secretary/Assistant Secretary



Chair/Vice Chair