

**PALMA SOLA TRACE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Palma Sola Trace Community Development District was held on **Thursday, March 24, 2011 at 1:30 p.m.** at the **Palma Sola Trace Clubhouse** located at 7408 Hamilton Road, Bradenton, FL 34209.

Present and constituting a quorum:

John Asher	Board Supervisor, Chairman <i>(via speakerphone)</i>
Mac McCraw	Board Supervisor, Vice Chairman
James Fleming	Board Supervisor, Assistant Secretary
Peter Gelman	Board Supervisor, Assistant Secretary

Also present were:

Greg Cox	Rizzetta & Company, Inc.
Jere Earlywine	District Counsel, Hopping Green & Sams, P.A.
Rick Schappacher	Schappacher Engineering
Mike Kaighin	Aquagenix
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Mr. Cox called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting Held on January 27, 2011

Mr. Cox presented the minutes of the Board of Supervisors' meeting held on January 27, 2011 to the Board for their consideration. Mr. Earlywine requested that the wording in the fourth order of business, second paragraph be changed to "Mr. McCraw was nominated to fill the vacant position".

On a Motion by Mr. Gelman, seconded by Mr. McCraw, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held on January 27, 2011, as amended, for the Palma Sola Trace Community Development District.

THIRD ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for February 2011

Mr. Cox presented Operation and Maintenance expenditures for February 2011 in the

amount of \$12,067.47 for the Board to consider.

On a Motion by Mr. Gelman, seconded by Mr. Fleming, with all in favor, the Board approved Operation and Maintenance expenditures for February 2011 in the amount of \$12,067.47 for the Palma Sola Trace Community Development District.

FOURTH ORDER OF BUSINESS

BUSINESS ITEMS

A. Consideration of Pond Bank Repair Options

Mr. Cox opened the item for discussion and turned it over to Mr. Schappacher to guide the Board members through the project status. Mr. Schappacher explained the status of the project - namely, the District was in the process of seeking proposals to address certain lake bank erosion, specifically with respect to erosion at Pond #10. Mr. Schappacher explained several options for addressing the erosion, and informed the Board that he was expecting bids on those options to be returned by April 1, 2011. The Board members decided that they wanted to continue this meeting to April 4, 2011 at 1:30 p.m. to review the bids and to select the contractor at that time.

B. Monthly Updates

1. Street Light Update

Mr. Cox provided an update regarding the maintenance of the street light system at Palma Sola. He explained that Taylor Morrison had agreed to pay for the past expenses that may have been attributable to construction activities and on a going forward basis an electrician was to be present during construction in order to identify the location of the street light lines. Mr. Cox requested resident input any time they observe a street light that is not working.

2. Pond Maintenance Update

Mr. Kaighin from Aquagenix provided an update regarding how Aquagenix performs their services in the community and the current status of the ponds. He answered several questions from audience members about various aspects of the ponds. Mr. Kaighin explained that they are scheduled to come out once a month.

3. Creek Maintenance Update

Mr. Adkins of Eco Consultants explained the role of Eco Consultants and their contract to take care of the creek. He explained that the creek was a conservation area and that his company maintains the creek with those conditions considered.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Earlywine addressed a clean-up item – specifically, the developer had changed corporate forms, and desired to assign all rights and obligations under any developer / CDD agreements from the former Taylor Woodrow entity to the new entity, Taylor Morrison of Florida, Inc. Mr. Earlywine presented a document entitled “Assignment and Agreement Regarding CDD Agreements” addressing that issue.

On a Motion by Mr. McCraw, seconded by Mr. Gelman, with all in favor, the Board approved the assignment and agreement regarding CDD agreements for the Palma Sola Trace Community Development District.

B. District Engineer

Not present.

C. District Manager

Mr. Cox reminded the Board that the next regularly scheduled meeting would be held on April 28, 2011 at 1:30 p.m. at the Palma Sola Trace Club House facility. He stated that the proposed budget would be presented at the May 26, 2011 meeting and the public hearing to approve the final budget would be held at the July 28, 2011 meeting. Mr. Cox provided an update of projects on-going to include several repairs made to sod areas around the community. He also explained the treatment for midges and blind mosquitoes that took place around ponds 8, 9 and 10.

SIXTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

Supervisor Requests:

Mr. McCraw requested to have the end of April meeting the same day of the continued meeting on April 4, 2011.

Mr. Gelman stated that he would like the Board to be more proactive in terms of future planning for infrastructure maintenance and repairs. He recommended that short and long term project schedules be developed for the community infrastructure.

Audience Comments:

The Board took several questions from the audience.

SEVENTH ORDER OF BUSINESS

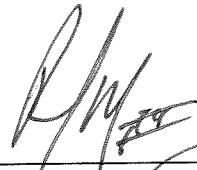
Continuance

On a Motion by Mr. Gelman, seconded by Mr. Fleming, with all in favor, the Board continued the Board of Supervisors' meeting to April 4, 2011 at 1:30 p.m., for the Palma Sola Trace Community Development District.

Ending time: 3:12 p.m.



Secretary / Assistant Secretary



Chairman / Vice Chairman

ASSIGNMENT OF AND AGREEMENT REGARDING CDD AGREEMENTS

THIS ASSIGNMENT OF AND AGREEMENT REGARDING CDD AGREEMENTS (the "Assignment") is made and entered into to be effective as of the 25 day of February 2011, by and between TAYLOR WOODROW HOMES – CENTRAL FLORIDA DIVISION, LLC, a Florida limited liability company ("Assignor"), and TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor previously conveyed fee title to certain real property ("Property") located within the subdivision commonly known as "Palma Sola Trace" to Taylor Woodrow Homes Florida, Inc., a Florida corporation, in that certain Warranty Deed recorded in O.R. Book 2241, Page 6782, of the Official Records of Manatee County, Florida, and that certain Special Warranty Deed recorded in O.R. Book 2333, Page 957, of the Official Records of Manatee County, Florida. Subsequent to such conveyance, Taylor Woodrow Homes Florida, Inc., changed its name to Assignee as evidenced by those certain Articles of Amendment recorded in O.R. Book 2243, Page 1270, of the Official Records of Manatee County, Florida; and

WHEREAS, Assignee is the 100% owner of Assignor; and

WHEREAS, the Property is included in and is part of the Palma Sola Trace Community Development District, an independent special district created pursuant to Chapter 190, Florida Statutes (the "CDD"); and

WHEREAS, Assignor and the CDD are parties to certain agreements including, without limitation, those agreements listed on Exhibit A attached hereto and made a part hereof by this reference (together with all other agreements entered into between the Assignor and the CDD, collectively, the "CDD Agreements"); and

WHEREAS, to the best of Assignor's actual knowledge, the CDD Agreements have been delivered to Assignee and Assignee acknowledges receipt of the CDD Agreements; and

WHEREAS, Assignor and Assignee desire to expressly provide for the assignment of Assignor's rights, powers and duties under the CDD Agreements to Assignee.

NOW THEREFORE, for and in consideration of Ten and No/100ths Dollars (\$10.00), and the mutual covenants and undertakings herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, quit-claims and transfers to Assignee and Assignee hereby assumes all of Assignor's right, title and interest under the CDD Agreements. In connection with this Assignment, Assignee agrees that Assignee is responsible for all sums owed under the CDD Agreements, if any, and to undertake all of the duties and obligations and other responsibilities previously required of Assignor pursuant to the CDD Agreements. Both Assignor and Assignee shall use their commercially reasonable best efforts to obtain the CDD's approval of this Assignment at the next regular meeting of the CDD, such consent being substantially in the form of the Consent to Assignment attached hereto as Exhibit B and made a part hereof by this reference.

IN WITNESS WHEREOF, Assignor and Assignee have executed this document to be effective the date set forth above.

WITNESSES:

Tracy Buones
Print Name: Tracy Buones
Lisa Stutman
Print Name: LISA Stutman

ASSIGNOR:

TAYLOR WOODROW HOMES –
CENTRAL FLORIDA DIVISION, LLC,
A Florida limited liability company

By: M Campbell

WITNESSES:

Lisa Stutman
Print Name: LISA Stutman
Laura Eulis
Print Name: Laura Eulis

ASSIGNEE:

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

By: M Campbell

EXHIBIT A

CDD Agreements

1. Continuing Disclosure Agreement, dated April 18, 2005
2. Collection Agreement, dated April 18, 2005
3. Agreement Between Palma Sola Trace Community Development District and Taylor Woodrow Homes-Central Florida Division, L.L.C. Regarding the True-Up and Payment of Series 2005 Assessments, dated April 18, 2005
4. Agreement between the Palma Sola Trace Community Development District and Taylor Woodrow Homes – Central Florida Division, L.L.C. regarding 1) the Acquisition of Certain Work Product, Infrastructure, and Real Property, 2) the Assignment of Certain Construction Contracts, and 3) the Completion of Certain Improvements, dated April 18, 2005, as modified by that Acknowledgment and Release executed in connection with the District's Resolution 2008-02

EXHIBIT B

Consent to Assignment

THIS CONSENT (this "Consent") is executed to be effective the 25 day of Feb, 2011 by Palma Sola Trace Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes and located in Manatee County, Florida (the "District").

WHEREAS, Taylor Woodrow Homes – Central Florida Division, LLC, a Florida limited liability company ("Assignor"), has been the primary landowner and developer within the District since the District's inception; and

WHEREAS, Taylor Morrison of Florida, Inc., a Florida corporation ("Assignee"), formerly known as Taylor Woodrow Homes Florida, Inc., is the 100% owner of Assignor; and

WHEREAS, Assignee is now an owner of certain lands within the District, pursuant to that certain Warranty Deed from Assignor to Assignee recorded in O.R. Book 2241, Page 6782, of the Official Records of Manatee County, Florida; that certain Special Warranty Deed recorded in O.R. Book 2333, Page 957, of the Official Records of Manatee County, Florida; and those certain Articles of Amendment recorded in O.R. Book 2243, Page 1270 of the Official Records of Manatee County, Florida; and

WHEREAS, Assignor and Assignee have entered into that certain Assignment of and Agreement Regarding CDD Agreements (the "Assignment Agreement") whereby Assignor has assigned all of its rights and obligations under the CDD Agreements (as defined in the Assignment Agreement) to Assignee and Assignee has accepted the assignment of such rights and obligations; and

WHEREAS, the Assignor and Assignee desire the District to consent to the assignment and release Assignor from any obligations to the CDD under the CDD Agreements.

NOW THEREFORE, for good and valuable consideration, the District hereby consents to the Assignment; agrees to release the Assignor from all of its obligations, liabilities, and responsibilities arising under the CDD Agreements; and agrees to look solely to the Assignee to perform or otherwise be responsible for any past, present, or future obligations, liabilities, and responsibilities under the CDD Agreements, which obligations, liabilities, and responsibilities remain in full force and effect and are not waived or released as against Assignee.

IN WITNESS WHEREOF, the District has executed this Consent effective as of the date set forth above.

Attest:

Print Name: Lisa Sturtevant

Print Name: Laura [unclear]

PALMA SOLA TRACE COMMUNITY
DEVELOPMENT DISTRICT

By: John Asher

Print Name: JOHN ASHER

Its: CHAIRMAN