



Agenda Item Cover Sheet

Agenda Item No. _____

Meeting Date September 13, 2022

Consent Section Regular Section Public Hearing

Subject: CDD 22-0784 PETITION TO DISSOLVE THE PALM RIVER COMMUNITY DEVELOPMENT DISTRICT (CDD)			
Agency/Department: Development Services Department, Community Development Section			
Contact Person: Brian Grady		Contact Phone: 276-8343	
Sign-Off Approvals			
	8/30/22		8/30/2022
<small>Deputy County Administrator</small>	<small>Date</small>	<small>Department Director</small>	<small>Date</small>
	8/30/22		8/30/2022
<small>Business and Support Services - Approved as to Financial Impact Accuracy</small>	<small>Date</small>	<small>County Attorney - Approved as to Legal Sufficiency</small>	<small>Date</small>

STAFF'S RECOMMENDED BOARD MOTION

Dissolve the Palm River Community Development District in accordance with the attached ordinance.

FINANCIAL IMPACT STATEMENT

No direct financial impact to the County will occur as a result of this petition.

BACKGROUND

On April 13, 2022 the Palm River Community Development District petitioned Hillsborough County to dissolve the Palm River Community Development District. The applicant's representative is Scott Steady of Burr & Forman LLP.

The Palm River Community Development District was established pursuant to Hillsborough County Ordinance #06-20 on August 8, 2006. The district is located on the north side of Estuary Lakes Drive, the south side of Palm River Road, east of Falkenburg Road and west of Sombra Street. The district is approximately 40.55 acres in size and is comprised of three distinct development areas - an approximately 1.96-acre vacant commercial area, an existing apartment complex on approximately 19.51 acres and Mission Village a platted mostly vacant multi-family/townhome development on approximately 19.2 acres. See Attachment A for the CDD's location.

List of Attachments: A) Location Map B) Lien Release, Bond Payment Confirmation Information & Ownership/Maintenance Transfer Documentation C) Draft Ordinance

BACKGROUND - Continued:

Per the applicant, the development/financing history of the CDD is as follows.

The commercial parcels and the existing apartments had no Community Development District (CDD) debt assessments levied on the properties and the CDD conducts no maintenance services on these properties and does not own lands within these properties. The District only levied an annual assessment on these parcels for general operations required to run the CDD.

Pursuant to an assessment levied only on Mission Village, the CDD issued its \$6,630,000 Palm River Community Development District Special Assessment Revenue Bond Series 2007 A Bonds dated February 8, 2007 (the "Bonds"). A lien of record was filed on the Mission Village property, OR Book 17606, Pages 468-470, to secure the Bonds (the "Lien"). Funds for the Bonds were used to finance construction/acquisition of improvements within Mission Village, including roadways, stormwater drainage, utilities and an amenity center. Pursuant to a Special Warranty Deed dated February 7, 2007 and recorded in O.R. Book 17542 Pages 1550-1552, the CDD owned all of Tracts A, B and C as defined in the Mission Village Plan (the "District Property") as follows:

- (a) Tract "A" generally comprises the roadways and drainage
- (b) Tract "B" comprises a Wetland Conservation Area; and
- (c) Tract "C" comprises the amenity center

Only a portion of the development within the Mission Village has been completed, with most of the developable lots remaining vacant. Approximately fifty percent (50%) of the vacant lots had been owned by Palm River 2007 Holdco LLC, an entity associated with the CDD's Bond Trustee, on behalf of the Bondholders.

Between March and April 2002, a transaction occurred whereby the Bonds were paid off, the Lien was released and the District's Property conveyed to a third party. Now, the CDD has no debt, owns no property and has no obligations other than an agreement for district management services.

Discussion

Pursuant to Chapter 190.046 (10), Florida Statutes, if a CDD has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local government entity that established the district. As noted, the majority of the Mission Village area which was the subject of CDD Bond Assessment is undeveloped. The existing infrastructure (i.e. roadways, stormwater, etc.) within Mission Village area is now privately owned (by MVCA LLC and Falkenburg Capital LLC) and not owned by the Palm River CDD. As set forth in Attachment B, documentation confirming release of the Lien, payment of the Bonds, land ownership transfer and transfer of stormwater maintenance responsibilities has been submitted.

Based on the information contained in this petition staff finds that the petition meets the criteria contained in Chapter 190, F.S., for the dissolution of the CDD.

ATTACHMENT A

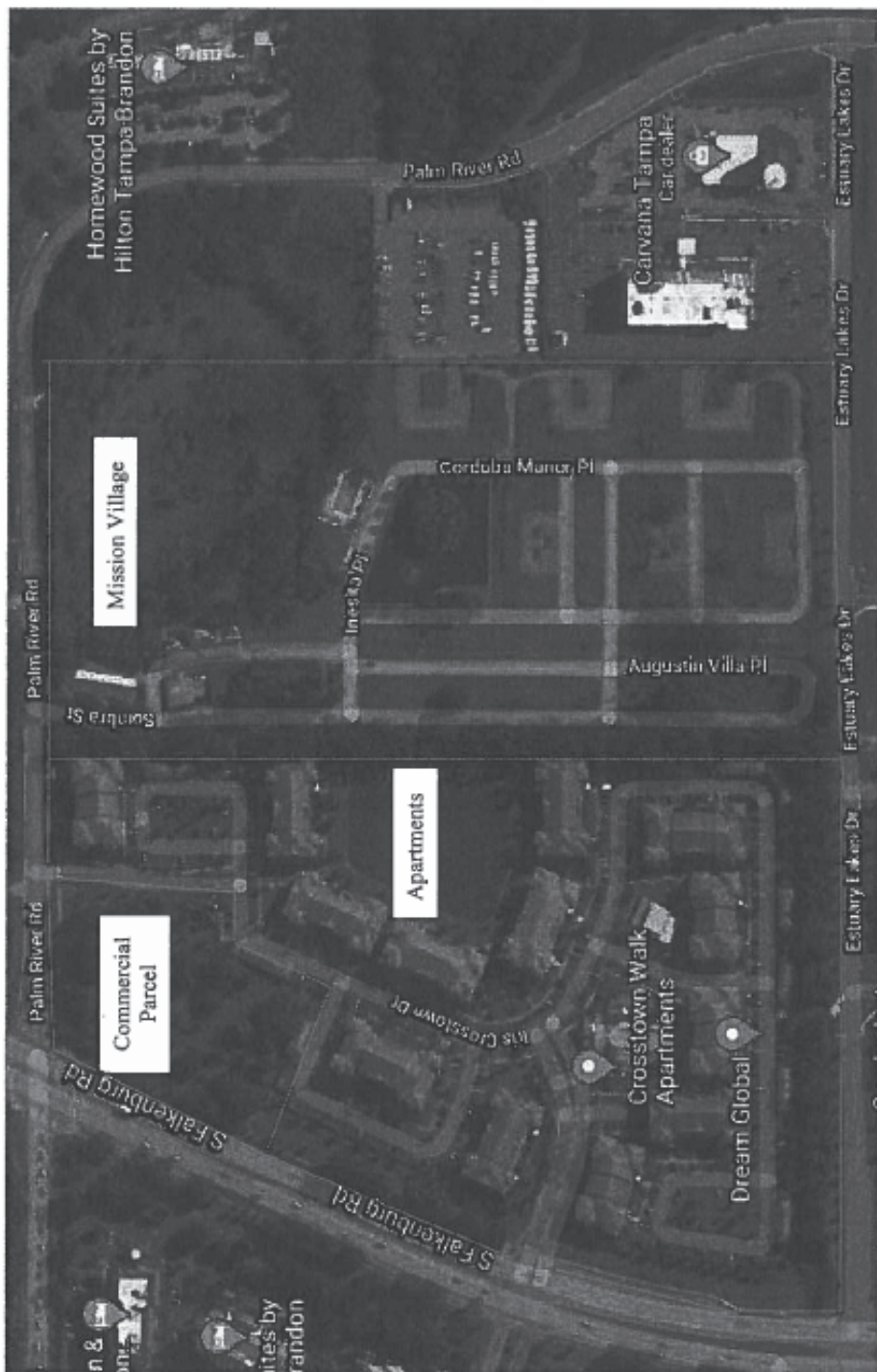


EXHIBIT "A"

ATTACHMENT B

LIST OF ATTACHMENT B DOCUMENTS

1. Release of Lien on Palm River Community Development District
2. Notice of Final Payment to Holders of Palm River CDD Special Assessment Revenue Bonds
3. Special Warranty Deed transferring ownership of described property to MVCA, LLC
4. Special Warranty Deed transferring ownership of described property to Falkenburg Capital, LLC
5. Notification and Request for Transfer of Environmental Resource Permit to Falkenburg Capital, LLC

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned notary public, personally appeared Scott Campbell, who was duly sworn and says that he is the Chairman of lienor, PALM RIVER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (the "District") whose address is c/o Meritus, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, which District is the holder of a certain lien levied pursuant to Resolution 2007-11, adopted by the District on February 5, 2007, and for which a Lien of Record was recorded on March 27, 2007 at Official Records Book 17606, Pages 468-470, Instrument #207147617, Public Records of Hillsborough County, Florida (the "Lien") against property described as follows:

All Lots in Blocks 1 through 23, as described in MISSION VILLAGE – PHASE ONE, according to the map or plat thereof as recorded in Plat Book 110, Pages 321 to 323, of the Public Records of Hillsborough County, Florida.

The undersigned on behalf of the District, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration hereto paid and received, does hereby acknowledge the full release and discharge of the Lien.

Nothing herein shall prohibit the District from levying Operating and Maintenance Assessments for the District's fiscal year 2022/2023 and thereafter or other assessments as provided by law.

Witnesses:

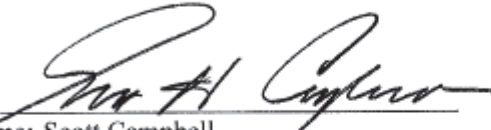


Scott F Steady
Printed Name

Britney Deas

Britney Deas
Printed Name

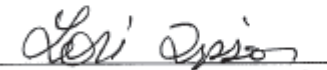
PALM RIVER COMMUNITY DEVELOPMENT DISTRICT

By: 
Name: Scott Campbell
Title: Chairman

The forgoing instrument was acknowledged before me by means of physical presence or online notarization this 25th day of March, 2022, by Scott Campbell, as Chairman of the Palm River Community Development District, a local unit of special purpose government, on behalf of the entity, who is personally known to me or who has produced Florida Driver's License as identification, and who did take an oath that the matters contained herein are true and correct.

[NOTARIAL SEAL]

LORI TIPSON
Notary Public, State of Florida
My Comm. Expires Feb. 10, 2023
No. GG 291198


Notary Public, State of Florida
Print Name: Lori Tipson



April 19, 2022

**NOTICE OF FINAL PAYMENT
TO HOLDERS OF
PALM RIVER COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT
REVENUE BONDS, SERIES 2007A AND 2007B
CUSIP NO: 69664PAA4 and 69664PAB2**

THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE REGISTERED AND BENEFICIAL OWNERS OF THE ABOVE BONDS. IF YOU RECEIVE THIS NOTICE AND ARE ACTING FOR A BENEFICIAL OWNER, PLEASE SEND THIS NOTICE TO THE BENEFICIAL OWNER(S) IMMEDIATELY.

UMB Bank, N.A. acts as successor trustee that certain Master Trust Indenture dated as of February 1, 2007 (the "Master Indenture") between the Palm River Community Development District (the "Issuer") and Wells Fargo Bank, N.A. (the "Prior Trustee"), and that certain First Supplemental Trust Indenture dated as of February 1, 2007, also between the Issuer and the Prior Trustee (herein, the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture"). Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

In consultation with holders of a majority of the Bonds, the Trustee is distributing all funds it holds. The total amount to be paid to holders of the Bonds is **\$2,192,511.73**. **Record Date for such distribution will be April 20, 2022. The distribution to holders of the Bonds will take place on April 25, 2022.**

	Principal Distribution	Principal Rate per \$1000	Interest Distribution	Interest Rate per \$1000
69664PAA4	\$0.00	N/A	\$1,046,393.68	\$352.3211047
69664PAB2	\$686,856.90	\$207.5096387	\$459,261.15	\$138.7495907

This is the final Notice that bondholders will receive. The Bonds not paid are deemed worthless and cancelled. No future payments will be made. Bondholders should consult with their tax advisors regarding the treatment for tax purposes of amounts received on account of this distribution.

If you have any questions regarding this notice you may contact the Successor Trustee at the following address:

UMB Bank, N.A.
Attention: Gordon Gendler
120 South Sixth Street, Suite 1400
Minneapolis, Minnesota 55402
Phone: (612) 337-7002
E-mail:Gordon.Gendler@umb.com

Please note that UMB Bank may conclude that a specific response to particular inquiries from individual Holders is not consistent with equal and full dissemination of significant information to all Holders. Holders should not rely on UMB Bank as their sole source of information. UMB Bank makes no recommendations and gives no investment or legal advice to the above matters or as to the Bonds generally.

UMB BANK, N.A., as Trustee

* No representation is made as to the correctness of the CUSIP numbers which are included solely for the convenience of the holders of the Bonds.

This instrument should be
returned after recording to:

Scott I. Steady, Esquire
Burr & Forman LLP
201 N. Franklin Street, Suite 3200
Tampa, Florida 33602

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of the 25 day of March, 2022 by **PALM RIVER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes ("Grantor"), whose address is c/o Meritus, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, to **MVCA, LLC**, a Florida limited liability company ("Grantee"), whose mailing address is 3200 Lawn Avenue, Tampa, Florida 33611. Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee and Grantee's successors and assigns forever, the real property and all improvements situated thereon located and being in Hillsborough County, Florida (the "Property"), to wit and more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, in fee simple, forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that, except for the matters listed on Exhibit "B" attached hereto and incorporated herein by this reference (collectively, the "Permitted Exceptions"), the Property is free from all encumbrances made, suffered or incurred by Grantor; and that, except for the Permitted Exceptions, Grantor will warrant and defend the Property against the lawful claims of all persons claiming by, through or under the Grantor, but against none other. Reference to the Permitted Exceptions shall not serve to reimpose any of the same.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the date first above written.

WITNESSES:

PALM RIVER COMMUNITY
DEVELOPMENT DISTRICT

[Signature]
Printed Name: Scott F. Steady
Britney Dear
Printed Name: Britney Dear

By: [Signature]
Printed Name: Scott Campbell, Chairman

"Grantor"

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 05th day of March, 2022, by Scott Campbell as Chairman of **Palm River Community Development District** (the "District), on behalf of the District. He is personally known to me or has produced (type of identification) as identification or has produced (type of identification) as identification. Florida Drivers License

[AFFIX NOTARIAL SEAL]

[Signature]
NOTARY PUBLIC, STATE OF Florida
Print Name: Lori Tipson

LORI TIPSON
Notary Public, State of Florida
My Comm. Expires Feb. 10, 2023
No. GG 291198

EXHIBIT "A"

Legal Description

Parcel 3B:

All of Tract A and Tract B and Tract C of MISSION VILLAGE - PHASE ONE, according to the Plat thereof, as recorded in Plat Book 110, Pages 321 through 323, inclusive, of the Public Records of Hillsborough County, Florida, LESS AND EXCEPT any portion of Tract A and any portion of Tract C lying within the following described property:

A parcel of land being a portion of MISSION VILLAGE - PHASE ONE, as recorded in Plat Book 110, Page 321, of the Public Records of Hillsborough County, Florida, lying in Section 20, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said MISSION VILLAGE - PHASE ONE; Thence along the West line of said MISSION VILLAGE - PHASE ONE, S. 00°03'41" W., 618.35 feet for the Point of Beginning; Thence leaving said West line, S.89°51'16" E., 230.55 feet; Thence S.00°08'44" W., 127.67 feet; Thence S. 89°51'16" E., 219.32 feet; Thence N.00°08'44" E., 181.99 feet; Thence N. 35°30'08" E., 98.54 feet; Thence S. 55°15'49" E., 24.22 feet; Thence S. 71°23'40" E., 43.23 feet; Thence N. 75°38'51" E., 35.86 feet; Thence N. 65°54'17" E., 32.79 feet; Thence N. 34°45'46" E., 14.25 feet to the East line of said MISSION VILLAGE - PHASE ONE; Thence along said East line S.00°07'58" W., 797.37 feet to the South line of said MISSION VILLAGE - PHASE ONE; Thence along said South line, S.87°50'15"W., 640.26 feet to said West line; Thence along said West line, N.00°03'41"E., 681.75 to the Point of Beginning.

EXHIBIT "B"

Permitted Exceptions

1. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.
2. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of MISSION VILLAGE - PHASE ONE, as recorded in Plat Book 110, Page(s) 321 through 323, inclusive, as affected by Affidavit Confirming an Error on a Record Plat recorded in Book 18397, Page 1884, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
3. Terms and conditions of that certain Declaration by Falkenburg Partners, a Florida general partnership dated November 28, 2006 and recorded December 1, 2006 in Book 17209, Page 1094, as amended by First Amendment recorded in Book 25195, Page 1421.
4. Notice of Establishment of the Palm River Community Development District recorded in Book 16901, Page 163 and the Final Judgment recorded in Book 17151, Page 2010.
5. Grant of Water Easement recorded in Book 17987, Page 523.
6. Easement granted to Tampa Electric Company by instrument recorded in Book 18031, Page 1760.
7. Easement granted to Tampa Electric Company by instrument recorded in Book 18031, Page 1762.
8. Terms and conditions set forth in Access Easement Agreement recorded in Instrument No. 2021656297.

This instrument should be
returned after recording to:

Scott I. Steady, Esquire
Burr & Forman LLP
201 N. Franklin Street, Suite 3200
Tampa, Florida 33602

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of the 25 day of March, 2022 by **PALM RIVER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes ("Grantor"), whose address is c/o Meritus, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, to **FALKENBURG CAPITAL, LLC**, a Florida limited liability company, f/k/a Falkenburg Partners, a Florida general partnership ("Grantee"), whose mailing address is 3200 Lawn Avenue, Tampa, Florida 33611. Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee and Grantee's successors and assigns forever, the real property and all improvements situated thereon located and being in Hillsborough County, Florida (the "Property"), to wit and more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, in fee simple, forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that, except for the matters listed on Exhibit "B" attached hereto and incorporated herein by this reference (collectively, the "Permitted Exceptions"), the Property is free from all encumbrances made, suffered or incurred by Grantor; and that, except for the Permitted Exceptions, Grantor will warrant and defend the Property against the lawful claims of all persons claiming by, through or under the Grantor, but against none other. Reference to the Permitted Exceptions shall not serve to reimpose any of the same.

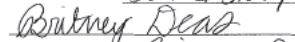
IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the date first above written.

WITNESSES:

PALM RIVER COMMUNITY
DEVELOPMENT DISTRICT



Printed Name: Scott J. Steyer



Printed Name: Britney Dear

By: 

Printed Name: Scott Campbell, Chairman

"Grantor"

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of March, 2022, by Scott Campbell as Chairman of **Palm River Community Development District** (the "District"), on behalf of the District. He is personally known to me or has produced (type of identification) as identification or has produced (type of identification) as identification. Florida Drivers License

[AFFIX NOTARIAL SEAL]


NOTARY PUBLIC, STATE OF Florida

Print Name: Lori Tipson

LORI TIPSON
Notary Public, State of Florida
My Comm. Expires Feb. 10, 2023
No. GG 291198

EXHIBIT "B"

Permitted Exceptions

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3. Terms and conditions of that certain Declaration by Falkenburg Partners, a Florida general partnership dated November 28, 2006 and recorded December 1, 2006 in Book 17209, Page 1094, as amended by First Amendment recorded in Book 25195, Page 1421.
4. Notice of Establishment of the Palm River Community Development District recorded in Book 16901, Page 163 and the Final Judgment recorded in Book 17151, Page 2010.
5. Grant of Water Easement recorded in Book 17987, Page 523.
6. Easement granted to Tampa Electric Company by instrument recorded in Book 18031, Page 1760.
7. Easement granted to Tampa Electric Company by instrument recorded in Book 18031, Page 1762.
8. Terms and conditions set forth in Access Easement Agreement recorded in Instrument No. 2021656297.

EXHIBIT "A"

Legal Description

Parcel 3A:

Those portions of Tract A and Tract C of MISSION VILLAGE - PHASE ONE, according to the Plat thereof, as recorded in Plat Book 110, Pages 321 through 323, inclusive, of the Public Records of Hillsborough County, Florida, lying within the following described parcel:

Commence at the Northwest corner of said MISSION VILLAGE - PHASE ONE; Thence along the West line of said MISSION VILLAGE - PHASE ONE, S. 00°03'41" W., 618.35 feet for the Point of Beginning; Thence leaving said West line, S.89°51'16" E., 230.55 feet; Thence S.00°08'44" W., 127.67 feet; Thence S. 89°51'16" E., 219.32 feet; Thence N.00°08'44" E., 181.99 feet; Thence N. 35°30'08" E., 98.54 feet; Thence S. 55°15'49" E., 24.22 feet; Thence S. 71°23'40" E., 43.23 feet; Thence N. 75°38'51" E., 35.86 feet; Thence N. 65°54'17" E., 32.79 feet; Thence N. 34°45'46" E., 14.25 feet to the East line of said MISSION VILLAGE - PHASE ONE; Thence along said East line S.00°07'58" W., 797.37 feet to the South line of said MISSION VILLAGE - PHASE ONE; Thence along said South line, S.87°50'15"W., 640.26 feet to said West line; Thence along said West line, N.00°03'41"E., 681.75 to the Point of Beginning.



NOTIFICATION AND REQUEST FOR TRANSFER OF ENVIRONMENTAL RESOURCE PERMIT

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

2379 BROAD STREET, BROOKSVILLE, FL 34604-6899 (352) 796-7211 OR FLORIDA WATTS 1 (800) 423-1476

Permits issued by the District are contingent upon the continued ownership, lease or other legal control of property rights in underlying, overlying or adjacent lands, or the power to acquire such property rights through eminent domain. District rules require a permittee to notify the District within 30 days of any sale, conveyance or any other transfer of a permitted surface water management system or the real property at which the system is located. The District will transfer the permit provided the land use remains the same. The permittee transferring the permit will remain liable for any corrective actions that may be required as a result of any permit violations that occurred prior to the sale, conveyance or other transfer. If only a part of the surface water management system or the real property at which the system is located is conveyed, or the ownership, lease, or other legal control is divided, the permit shall immediately terminate unless the permit is modified or transferred pursuant to District rules. AN AUTHORIZED AGENT MUST PROVIDE A LETTER OF AUTHORIZATION from the Permittee or NEW Owner authorizing the Agent to execute this Transfer. PLEASE TYPE OR PRINT ALL INFORMATION ON THIS FORM.

Section 1. - COMPLETE THIS SECTION FOR ALL NOTIFICATIONS OF TRANSFER.

The District is hereby notified that the NEW owner identified in Section 2. or Section 3. below has acquired ownership of the surface water management system and the real property described in the permit referenced below. A copy of the recorded deed conveying title is attached.

Permit No.: 49-17924-8 Permittee: Falkenburg Capital, LLC f/k/a Falkenburg Partners

Project Name: East Falkenburg (aka Mission Villas) County: Hillsborough

Permittee Address: 201 N. Franklin Street, Suite 3200

City, State, Zip: Tampa, FL 33602

Signature of Permittee or Authorized Agent: [Handwritten Signature] Date: April 12, 2022

*(signature not required if recorded deed has Permittee's signature)

Name and Title of Authorized Agent: Steve Samaha, President Manager Telephone (Permittee): (813) 228-8090

Section 2. - COMPLETE THIS SECTION ONLY IF CONSTRUCTION HAS NOT BEEN COMPLETED AND THE PROJECT HAS NOT BEEN TRANSFERRED TO THE OPERATION AND MAINTENANCE (O&M) PHASE. IF THE O&M PHASE OF THE PERMIT HAS BEEN ISSUED. COMPLETE SECTION 3.

Transfer of this permit is subject to all terms and conditions contained in the permit, the provisions of Chapter 373, Part IV, Florida Statutes (F.S.), and Rules 40D-1.6105 and 40D-4.351, Florida Administrative Code (F.A.C.). By signing this transfer the NEW owner, acknowledges the receipt of a copy of the subject permit, and accepts responsibility for complying with all terms and conditions of the permit and agrees that all construction, operation and maintenance of the surface water management system authorized by this permit shall occur in accordance with all permit conditions and the provisions of Chapters 40D-4 and 40D-40, F.A.C.

New Owner/Permittee Name (please type):

Address:

City, State, Zip:

Signature of NEW Owner/Permittee or Authorized Agent Date

Name and Title of Authorized Agent Telephone (NEW Owner/Permittee)

Section 3. -COMPLETE THIS SECTION IF PERMIT HAS BEEN TRANSFERRED TO THE O&M PHASE. THE O&M PHASE OF THIS PERMIT WAS PREVIOUSLY APPROVED BY THE DISTRICT ON 02/20/2007 (Date).
(Enter numerical month, day and full, four-digit year).

NOTE: This form is also applicable for residential subdivisions or condominiums where there is a delayed transfer of O&M responsibility from the construction permittee to the homeowners' association, property owners' association, condominium owners' association or master association in accordance with subsection 2.6.1 f. (2) of the Basis of Review for Environmental Resource Permit Applications.

The Name of the Owner/Permittee responsible for O&M is changed, and the Permittee listed in Section 1. of this form requests that the O&M phase of the surface water management permit be transferred to the NEW Owner/Permittee legally responsible for O&M as named below. The below named New Owner/Permittee hereby accepts responsibility to operate and maintain the surface water management system in accordance with the terms and conditions of the permit, Chapter 373, Part IV, F.S., and Chapter 40D, F.A.C.

RESPONSIBILITY FOR OPERATION AND MAINTENANCE MAY BE TRANSFERRED TO ANOTHER OWNER/PERMITTEE ONLY UPON WRITTEN NOTICE AND APPROVAL BY THE DISTRICT IN ACCORDANCE WITH RULE 40D-4.351, F.A.C.

NEW Owner/Permittee Name, Responsible for O&M (please type): MVCA, LLC

Address: 3200 W. Lawn Avenue

City, State, Zip: Tampa, FL 33611

A Samaha
 Signature of NEW Owner/Permittee or Authorized Agent

April 15, 2022
 Date

Steve Samaha manager
 Name and Title of Authorized Agent

(813) 205 4090
 Telephone (NEW Owner/Permittee)

Check the space below if you have attached these items in support of this transfer:

Copy of recorded deed - Required for all Transfers.

Letter of authorization for authorized agent if appropriate.

Copy of O&M entity documentation - Environmental Resource Permit Basis of Review 2.6.2.

AGENCY USE ONLY

Based upon the information furnished by the Permittee and the New Owner/Permittee, the transfer of this permit is approved.

_____ Responsibility for construction, operation and maintenance is transferred to the NEW Owner/Permittee named in Section 2.

_____ The O&M phase of the permit and the responsibility for operation and maintenance of the system is transferred to the NEW Owner/Permittee named in Section 3.

 Signature of Authorized District Representative

 Name and Title of District Representative

 Effective Date (Enter month and day, two-digits each; and year, four digits)

ATTACHMENT C

ORDINANCE N ORDINANCE NO. ____

AN ORDINANCE DISSOLVING THE PALM RIVER COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm River Community Development District ("District") was created pursuant to Ordinance #96-6 adopted August 8, 2006 by the Hillsborough County Board of County Commissioners; and

WHEREAS, the District has no outstanding financial obligations, no operating or maintenance responsibilities and no assets; and

WHEREAS, the District filed a petition pursuant to Section 190.046(10), Florida Statutes, to dissolve the District; and

WHEREAS, the petition to dissolve the District meets the requirements of Section 190.046(10).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes.

SECTION 2. DISSOLUTION. The Palm River Community Development District is hereby dissolved.

SECTION 3. SEVERABILITY. If any provision of this Ordinance is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect pursuant to general law.

Adopted this ____ day of _____, 202__.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I, CINDY STUART, Clerk of the Circuit Court and Ex-Officio of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance adopted by the Board of County Commissioners at its regular meeting of _____ as the same appears of record in Minute Book ____ of the Public Records of Hillsborough County, Florida.

WITNESS my hand and official seal this ____ day of _____, 20__.

<p>CINDY STUART, CLERK</p> <p>By: _____ Deputy Clerk</p> <p>Approved as to form and legal sufficiency: COUNTY ATTORNEY</p> <p>By: _____ Name: _____ Title: _____</p>	
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