

**SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 2806 North 5<sup>th</sup> Street Suite 403 • St. Augustine, Fl. 32084 • 904-436-6270**

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May 22, 2014

Board of Supervisors  
**Southaven Community  
Development District**

Dear Board Members:

The **revised** organizational meeting of the Board of Supervisors of the Southaven Community Development District will be held on **May 27, 2014, at 11:00 a.m.** at the Marshall Creek CDD Recreation Center, located at 625 Palencia Club Drive, St. Augustine, Florida 32095. The following is the **revised** agenda for this meeting:

**ORGANIZATIONAL MEETING**

1. Call to Order
2. Public Comment Period
3. Oath of Office for Supervisors..... Tab 1
4. Review of Chapter 190, Florida Statutes (under separate cover)
5. Review of Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees (under separate cover)
6. Administrative Resolutions..... Tab 2
  - A. Appoint Chairman (2014-01)
  - B. Appoint Vice Chairman (2014-02)
  - C. Appoint District Manager (2014-03)
    1. Rizzetta & Company Agreement
  - D. Appoint Secretary (2014-04)
  - E. Appoint Treasurer and Assistant Treasurer (2014-05)
  - F. Appoint Assistant Secretaries (2014-06)
  - G. Appoint District Counsel (2014-07)
    1. District Counsel Agreement
  - H. Designate Registered Agent and Registered Office (2014-08)
  - I. Designate Local District Records Office (2014-09)
  - J. Designate Public Comment Period (2014-10)
  - K. Consideration of Retention of Interim Engineer
7. Organizational Resolutions..... Tab 3
  - A. Consideration of Travel Reimbursement Policy
  - B. Consideration of Resolution Setting Forth District Policy for Legal Defense of Board Members and Officers (2014-11)
    1. Public Officers Liability Insurance
  - C. Authorizing the Filing of Notice of Establishment (2014-12)
  - D. Adopt Records Retention Schedule (2014-13)

- E. Authorize RFQ for District Engineer
- 8. Designation of Meeting and Hearing Dates Resolutions ..... Tab 4
  - A. Designate Regular Meeting Dates, Time and Location (2014-14)
  - B. Consideration of Establishment of Audit Committee and Setting the First Meeting
  - C. Consideration of Proposed Budget for FY 2013/2014 for Submission to County and Set Date, Time, Place for Public Hearing (2014-15)
    - 1. Consideration of Funding Agreement
  - D. Consideration of Proposed Budget for FY 2014/2015 for Submission to County and Set Date, Time, Place for Public Hearing (2014-16)
  - E. Set Date, Time and Place and Authorize Publication of Notice of Public Hearing on Rules of Procedure (2014-17)
    - 1. Discussion regarding draft rules and notices
  - F. Set Date, Time and Location and Authorize Publication of Notice of Public Hearing on Uniform Method of Collecting (2014-18)
- 9. Resolutions Relating to Banking ..... Tab 5
  - A. Select District Depository (2014-19)
  - B. Authorize Bank Account Signatories (2014-20)
  - C. Approve Disbursement for Expenses (2014-21)
- 10. Consideration of Funding and Expense Issues ..... Tab 6
  - A. Consideration of Funding Request
- 11. Consideration of Bond Issuance Matters ..... Tab 7
  - A. Appointment of Financing Team
    - 1. Consideration of Financing Team Funding Agreement
    - 2. Consideration of Appointing Bond Counsel (2014-22)
      - i. Bond Counsel Agreement
    - 3. Consideration of Appointing Investment Banker (2014-23)
      - i. Investment Banker Agreement
    - 4. Consideration of Retention of Financial Advisor (see Agenda Item 6(C)(1) )
    - 5. Consideration of Selection of Trustee
  - B. Consideration of Engineer’s Report (under separate cover)
  - C. Consideration of Assessment Methodology
  - D. Consideration of Resolution Declaring Special Assessments (2014-24)
  - E. Consideration of Resolution Setting Public Hearing on Special Assessments (2014-25)
  - F. Consideration of Resolution Authorizing the Issuance of Bonds, Approving the Form of an Indenture, and Authorizing the Commencement of Validation Proceedings (2014-26) (under separate cover)
  - G. **Consideration of Agreement between Southaven CDD and Lori Jane Bowden, Herbert E. Ross and Helen Diane Ross Regarding Collection of Special Assessments**

12. Staff Reports
  - A. District Counsel
  - B. Interim Engineer
  - C. District Manager
13. Supervisor Requests and Audience Comments
14. Adjournment

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 904-436-6270.

Very truly yours,

On behalf of the  
Southaven Community  
Development District

**AGREEMENT BETWEEN SOUTHAVEN COMMUNITY  
DEVELOPMENT DISTRICT AND LORI JANE BOWDEN,  
HERBERT E. ROSS, AND HELEN DIANE ROSS REGARDING  
COLLECTION OF SPECIAL ASSESSMENTS**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between:

**SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida (the “District”); and

**LORI JANE BOWDEN, HERBERT E. ROSS, AND HELEN DIANE ROSS** (the “Landowner”).

Each of the District and the Landowner is sometimes referred to separately herein as “Party” and collectively herein as “Parties”.

**RECITALS**

**WHEREAS**, the District was established by ordinance adopted by St. Johns County, Florida pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “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 purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements within the boundaries of the District (the “Bonds”), which Bonds are typically secured by special assessments (the “Special Assessments”);

**WHEREAS**, the District may only levy Special Assessments if the property to be assessed receives special benefit from the infrastructure improvements acquired and/or constructed by the District; and

**WHEREAS**, the Landowner is the owner of certain real property within the District which is described in **Exhibit A** attached hereto (the “Property”); and

**WHEREAS**, the Property is not anticipated to be developed in the immediate future, and is unlikely to receive benefit from the improvements funded by the Bonds in the immediate future; and

**WHEREAS**, the Landowner has requested assurances from the District that it will not pledge the Property as security for Bonds or collect Special Assessments on the Property;

**WHEREAS**, the District agrees that it shall not pledge the Property as security for Bonds or certify for collection Special Assessments over the Property, but reserves the right to undertake and complete the statutory assessment process for the Property; and

**WHEREAS**, the Parties desire to enter into this Agreement concerning the Property and warrant that they have the right, power and authority to enter into and be bound by this Agreement.

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

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The recitals stated above are true and correct and they are hereby incorporated by reference as a material part of this Agreement. Each exhibit attached to this Agreement is hereby incorporated by reference as a material part of this Agreement.

2. **TREATMENT OF PROPERTY.** The District and the Landowner agree that the District shall not pledge the Property as security for Bonds or certify for collection Special Assessments over the Property, but reserves the right to undertake and complete the statutory assessment process for the Property.

3. **TERM.** This Agreement shall take effect upon execution and delivery by the Parties, shall remain in effect for so long as the Landowner owns or holds the Property or any portion thereof, and shall be terminated only upon the mutual written agreement of the Parties hereto or upon the contraction of the Property from the District pursuant to a boundary amendment.

4. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party to this Agreement shall entitle the other Party to all remedies available at law or in equity, which may include, but shall not be limited to, the right of actual damages, specific performance and/or injunctive relief. Each Party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a Party's right to protect its rights from interference by any third party not a Party to this Agreement.

The foregoing or any provision of this Agreement to the contrary notwithstanding, (a) nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party other than the Trustee, the Bondholders and their respective successors and assigns for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law, and (b) the Landowner's payment and other obligations under this Agreement are non-recourse in nature and may only be enforced against the Landowner to the extent of the Landowner's interest in the Property.

5. **ENFORCEMENT OF AGREEMENT.** In the event either Party is required to enforce this Agreement by court proceedings or otherwise, the substantially prevailing Party shall be entitled to recover from the Party substantially not prevailing all fees and costs incurred,

including, but not limited to, reasonable attorneys' fees and costs for any trial, alternative dispute resolution, or appellate proceedings.

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

7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of each Party, each Party has complied with all the requirements of law, and each party has the full power and authority to comply with the terms and provisions of this Agreement.

8. **NOTICES.** All notices, requests, consents and other communications under or in connection with this Agreement (each, a "Notice") shall be in writing and shall be delivered, mailed by Certified U.S. Mail, Return Receipt Requested, postage prepaid, or commercial next business day delivery service, to the Parties, as follows:

If to the District: Southaven Community Development District  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

With a copy to: Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attention: Jonathan T. Johnson

If to the Landowner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

With copies to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the majority of the banks operating in St. Johns County, Florida, shall not be regarded as business days. Legal counsel for each Party may deliver Notice on behalf of the Party represented by such legal counsel. Any Party or other

person to whom Notices are required to be sent or copied may notify the Parties and other addressees of any change in name or address to which Notices shall be sent or copied by providing written notice of the same to the Parties and addressees set forth herein, and any such change shall be effective five (5) days after such notice is delivered in accordance with this section.

9. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully by and between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen and selected the language, and the language in dispute will not be interpreted or construed against any Party.

10. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties, the Trustee, the Bondholders and their respective successors and assigns, and no right or cause of action shall accrue upon, or by reason of this Agreement, to or for the benefit of any other person or entity. Nothing in this Agreement, whether express or implied, is intended to, or may be construed to, confer upon any person or entity other than the Parties, the Trustee and the Bondholders, and their respective successors and assigns, any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure solely to the benefit of, and shall be binding upon, the Parties, the Trustee, the Bondholders and their respective successors and assigns. The foregoing to the contrary notwithstanding, neither the Trustee nor the Bondholders shall have any obligations or liability under this Agreement.

11. **ASSIGNMENT.** Neither Party may assign this Agreement or the right to receive any money due or to become due under or pursuant to this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that Landowner may assign this Agreement and its obligations hereunder to any purchaser or other transferee of all of Landowner's interest in the Property provided that such successor assumes in writing Landowner's obligations hereunder. In such event, "Landowner" shall refer to such purchaser or transferee, and the seller or transferor shall be relieved of all liability hereunder.

12. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida (excluding its conflicts of laws provisions). Each party consents that the venue for any litigation arising out of or related to this Agreement shall lie in St. Johns County, Florida.

13. **EFFECTIVE DATE.** This Agreement shall be effective only upon execution by both Parties hereto.

14. **PUBLIC RECORDS.** The Parties understand and agree that this Agreement and all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

16. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. 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 delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file shall be given the same legal force and effect as original signatures.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement effective as of the date first written above.

**WITNESSED:**

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

\_\_\_\_\_  
**SOUTHAVEN COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

**WITNESSED:**

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he/she executed the same and was identified in the manner indicated below.

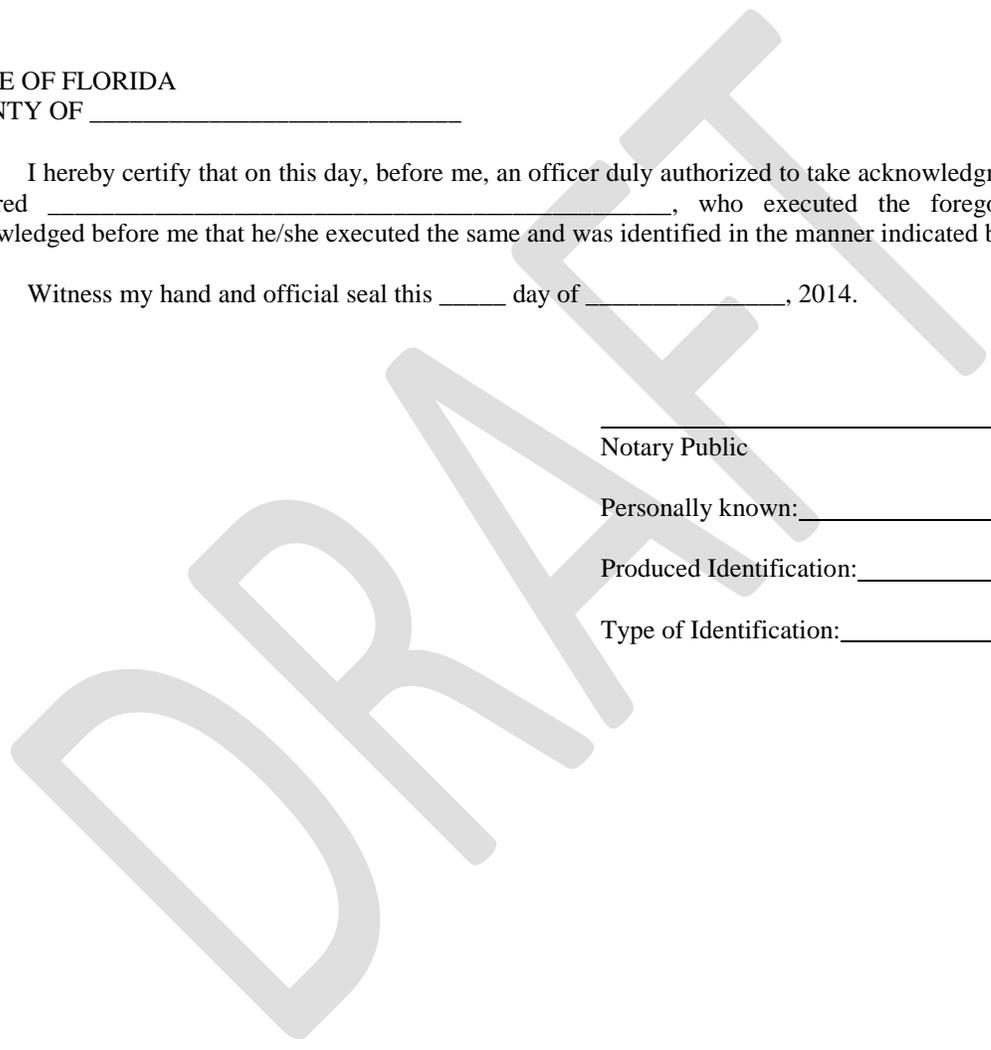
Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_



**WITNESSED:**

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he/she executed the same and was identified in the manner indicated below.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

**WITNESSED:**

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he/she executed the same and was identified in the manner indicated below.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

**Exhibit A:** Property Description

**EXHIBIT A**  
**PROPERTY DESCRIPTION**