

*South Village
Community Development District*

February 5, 2019

South Village

Community Development District

*475 West Town Place, Suite 114
Phone: 904-940-5850 - Fax: 904-940-5899*

January 29, 2019

Board of Supervisors
South Village Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the South Village Community Development District will be held Tuesday, February 5, 2019 at 6:30 p.m. at the Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida 32065.

Following is the advance agenda for this meeting:

- I. Roll Call
- II. Audience Comments
- III. Approval of Minutes of the January 8, 2019 Meeting
- IV. Developer Update Regarding Westbank Recreation and Parks Plan
- V. Consideration of Matters Related to Project Finance
 - A. Resolution 2019-08, Issue of Series 2019 Bonds for Phase 6 (Westbank)
 1. Addendum for the Annexation of Westbank Parcel Prepared by the District Engineer, dated January 15, 2019
 2. Supplemental Special Assessment Methodology Report for the Westbank Assessment Area, dated January 25, 2019
 - B. Consideration of Developer Agreements
 1. Acquisition Agreement
 2. Collateral Assignment Agreement
 3. Completion Agreement
 4. True-Up Agreement
 - C. Consideration of Notice of Special Assessments
- VI. Consideration of Resolution 2019-09, Resetting Hearing on Uniform Method of Collection
- VII. Update Regarding Phase 6 Construction Matters
- VIII. Update Regarding Series 2016 Capital Projects
 - A. Update of Projects in Progress
 - B. Consideration of Requisitions and Invoices
 - C. Construction Fund Available Balance
- IX. Discussion of Supervisor Submitted Priorities

- X. Discussion of Goal-Setting and Performance Measures for Honours Golf
- XI. Consideration of Renewal of Agreement with Clay County Supervisor of Elections for Primary Election and General Election Polling Site at Eagle Landing
- XII. Consideration of Renewal of Agreement with Monica Fitzpatrick to Conduct Spinning Classes at Eagle Landing
- XIII. Discussion of Process Regarding Homeowner Applications Submitted to HOA which Impact CDD-owned Property
- XIV. Consideration of Proposals for Exterior Painting of Residents Club
- XV. Updates Regarding POS Systems and Website Development
- XVI. Other Business
- XVII. Staff Reports
 - A. General Manager
 - B. District Counsel
 - C. District Manager
- XIII. Supervisor's Requests and Audience Comments
- XIX. Financial Reports
 - A. Balance Sheet as of December 31, 2018 and Statement of Revenues and Expenses for the Period Ending December 31, 2018
 - B. Assessment Receipt Schedule
 - C. Approval of Check Register
- XX. Next Scheduled Meeting: 03/05/19 @ 6:30 p.m.@ Eagle Landing Residents Club
- XXI. Adjournment

Enclosed for your review and approval is a copy of the minutes of the January 8, 2019 meeting.

The fifth order of business is consideration of matters related to project finance. Enclosed for your review are the items as outlined above.

The sixth order of business is consideration of Resolution 2019-09, which is enclosed for your review.

Enclosed under the eighth order of business is a requisition for your consideration.

The eleventh order of business is consideration of renewal agreement with Clay County Supervisor of Elections. A copy of the agreement is enclosed for your review.

The twelfth order of business is consideration of agreement with Monica Fitzpatrick, which will be sent under separate cover.

The fourteenth order of business is consideration of proposals for exterior painting, which are enclosed for your review.

Enclosed for your review and approval is a copy of the balance sheet and income statement, assessment receipt schedule and check registers. A copy of the golf & recreation financials will be sent under separate cover.

The balance of the agenda is routine in nature and any additional support material will be presented and discussed at the meeting. If you have any questions, please feel free to contact me.

Sincerely,

James Oliver

James Oliver
District Manager

cc:	Katie Buchanan	Rachael Welch	Keith Hadden
	Bois Farrar	Batey McGraw	
	Jude Barwig	Matt Biagetti	
	Gabriel McKee	Darrin Mossing	

AGENDA

South Village Community Development District

Tuesday
February 5, 2019
6:30 p.m.

Eagle Landing Residents Club
3975 Eagle Landing Parkway
Orange Park, Florida 32065
Call In # 1-800-264-8432 Code 537347

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Board Oversight

- A. *Chairman Payton* – Gym/Tennis
- B. *Vice Chairman Krueger* – Aquatics Center
- C. *Supervisor Hermening* - Golf
- D. *Supervisor Randy Smith* – Parks
- E. *Supervisor Rick. Smith* – Landscape Maintenance

MINUTES

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the South Village Community Development District was held Tuesday, January 8, 2019 at 6:30 p.m. at the Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida

Present and constituting a quorum were:

Chris Payton	Chairman
Grant Krueger	Vice Chairman (by telephone)
Kelly Hermening	Supervisor
Randy Smith	Supervisor
Rick Smith	Supervisor

Also present were:

Jim Oliver	District Manager
Katie Buchanan	District Counsel
Jim Hahn	General Manager, Honours Golf
Keith Hadden	District Engineer
Matt Biagetti	Director of Operations, Honours Golf
Josh Heintzman	Golf Professional, Honours Golf
Michelle Rigoni	Hopping, Green & Sams
Rhonda Mossing	MBS Capital Markets, LLC (by telephone)
Cynthia Wilhelm	Nabors Giblin Nickerson (by telephone)

The following is a summary of the actions taken at the January 8, 2019 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 6:30 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Affidavit of Publication

A copy of the affidavit of publication for the public hearing was included in the agenda package.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the December 4, 2018 Meeting

On MOTION by Mr. Payton seconded by Mr. Rick Smith with all in favor the minutes of the December 4, 2018 meeting were approved.

FIFTH ORDER OF BUSINESS

Public Hearing on Uniform Method of Collection (Westbank Parcel)

Consideration of Resolution 2019-05 Adopting Uniform Method of Collection for Westbank Parcel

This item deferred until the February meeting.

SIXTH ORDER OF BUSINESS

Public Hearing Regarding Assessments (Westbank Parcel)

Mr. Oliver stated the next item is a public hearing regarding assessments on the Westbank Parcel, which we will also call Phase 6 during these discussions. We will talk about the documents related to this, open the public hearing and take comment from the audience and then we will consider the resolution.

Ms. Buchanan stated since a couple of you are new to the board a very general overview of what we are doing tonight is to do levy master assessments on the Westbank Parcel. This is going to serve as an assessment cap so we can't levy an assessment amount more than the amount we are adopting tonight. In order for assessments to be valid the land subject to assessments has to benefit from improvements funded by the assessments and those assessments need to be fairly and equitably allocated by the CDD. I want to make sure that we all understand that our intent is to levy special assessments on the Westbank property that are substantially the same as those assessments that are currently in place on the Phase 5 property. First, we will go through the engineer's report.

Mr. Randy Smith asked from a financial responsibility standpoint what are the differences between Phases 1 – 4 homeowners versus 5 and Westbank?

Ms. Buchanan stated I don't have a report in front of me. I don't think they are significant. If you will recall Phases 1 – 4 when we did the restructuring process in 2016 their initial

assessments were refinanced but rather than reducing their assessments they left the assessments at the same level and took more money out of the bond, issue more bonds and that is what funded the amenity improvements and the golf course purchase. The golf purchase added a small amount of principal to the Phases 1 – 4 assessment of \$3,500 that was added to the end of the 30-year term. Phase 5 was different in that they wrapped all of their assessments into one and then added additional principal to fund the neighborhood improvements that benefitted Phase 5. The numbers aren't that far off especially when you take into account the pay downs that Dream Finders does on Phase 5, I think it is \$100 as to the two different phases and the plan would be the same for Phase 6, the maximum assessment is higher but there are paydowns that will happen at closing to bring it more in line with the whole community. What we are doing now is taking money to install the improvements similar to the other community and then adding additional funds to the rec component that we pay for already so that includes the golf course, the pools, the amenities and it will include the new amenities in Phase 6. Keith will go through his engineer's report and it essentially identifies the project that we intend to fund with our bond proceeds.

Mr. Hadden stated the report talks about the size of the development, 162 single-family lots, some of the facilities we are putting into the park area, volleyball, dog parks, a little pier, shade structures, bathroom, parking lot, landscaping, soccer fields and that kind of thing. That is listed and on the third page there is a cost breakdown that includes the \$500,000 for the lake park, there are also neighborhood parks, the dollar amount for roads, bonds, utilities and that type of thing. Page 4 lists who will own each of the facilities and who will maintain them. Some of the storm system is owned by Clay County some is owned by South Village CDD and maintained by such.

Mr. Randy Smith stated we have not yet determined what is going in the park, right.

Mr. Hadden responded no, Chris and I talked some and at a certain point probably one of you is going to sit down with me, maybe Mr. Arrowsmith. We have some rough costs put together by the land planner, Paul Basham, fencing both soccer fields, fencing the dog parks, you have nine acres and about seven acres of grass. We have \$500,000 allocated for this and we are looking for ways to save money. The first 72 lots we are starting construction on tomorrow with a preconstruction meeting with the county, which is Phase 1. Phase 2 is on the other side of Tynes and we would like to build the park at the end of Phase 1 so within the next nine months. We want to spend every one of those dollars and get as much as we can out of it. I can't sit down with all

of you at the same time, but I would like to have a list of the 12 things you would like to see there and get those priced and see what we can get for \$500,000.

Ms. Buchanan stated I think we have a conceptual plan that we can recirculate if it hasn't already been sent to you.

Mr. Randy Smith stated Roger had some ideas, but I think we should seek the community's input as to what they want back there. I know some people mentioned a softball area.

Mr. Hadden stated basically the plan that you saw had two soccer fields. If you wanted baseball/softball you would either do away with one of the soccer fields or just make one multi-purpose. There is not enough room for two soccer fields and a full size baseball/softball field.

Mr. Hermening asked is it the intent that the neighborhood parks would be built immediately as part of the development or will we be in a situation like we are with Eagle Landing where we are missing multiple parks?

Ms. Buchanan stated they are part of the \$4.3 million project so that means we should have bond proceeds to spend on it. The engineer's report identifies the project, what we intend to spend our bond proceeds on. Some of this work will already be under contract, specifically the utilities and stormwater system and road installation. That is what we previously bid and awarded to Vallencourt.

Ms. Buchanan stated I will ask the engineer two questions for the record. Do you believe that the cost estimates for the improvements identified in your report are reasonable for our economic conditions?

Mr. Hadden responded yes.

Ms. Buchanan asked do you believe that the improvements identified will benefit the land within Phase 6?

Mr. Hadden responded yes.

Ms. Buchanan stated next Jim can go over the assessment methodology, which is very similar to what you have previously seen when we set the public hearing dates.

Mr. Oliver stated you have a copy of the revised assessment methodology in front of you and you have seen this report before. This report is divided into two different sections: the narrative or executive summary, and a series of tables in the back of the report. The table of contents has the introduction to the report, the development program for Phase 6, which Keith alluded to, the engineering report Keith just presented, the capital improvement program, , the

financing program, and the assessment methodology. The main purpose of the assessment methodology is to allocate this debt among the acreage currently to be developed as 162 residential units. Table 1 is taken from the engineer's report shows the land use for the 67 acres that are in Phase 6. Those land uses are residential single-family, wetlands, open space, preservation area and right of way, stormwater ponds, amenity parks and roadways. Table 2 shows the development program is 162 residential single-family. Table 3 has the estimated costs that are going to be funded by the \$4.3 million in construction fund: engineering, construction inspection, environmental consulting fees \$432,000; the amenities \$500,000; neighborhood parks \$150,000; roadways, ponds, and stormwater \$1.769 million; utilities \$1.3 million; and contingency of \$131,000. Table 4 shows the financing estimates for the infrastructure and this is how the funds are going to be used when the bonds are issued. The top line is the construction and acquisition fund and for the series 2019 and 2019B bonds totals \$4.3 million. Next is the debt service reserve fund of \$163,785. The debt service reserve is the money we are required to put aside in case the District is not able to make a principal or interest payment. For the 2019A bonds, the debt service reserve requirement is an amount equal to 50% of the max annual debt payments. For the 2019B bonds, the reserve requirement is 50% of the maximum annual interest. Capitalized interest is \$209,000 is to make the interest payment on November 1, 2019 so the first interest payment won't be required from the landowners until May 1, 2020. The cost of issuance totals \$184,000 for the 2019A bonds and \$105,000 for the 2019B bonds. These are all the fees from the consultants, to include the underwriters fee of 2%, which is a competitive market rate. Table 5 shows the debt of \$19,506 on each of the 162 units. The net annual payment that is going to be collected from each unit is \$1,391. That amount is grossed up by 2% for collection fees paid to Clay County, as well as a 4% early payment discount. The grossed up payment will be \$1,470, which goes back to the question that Randy Smith had earlier about how does this compare to the other phases within South Village. It is in line with the debt service assessments collected for lots in Phase 1-4. The 2019B bonds has a smaller debt amount per unit of \$11,142. The annual debt service assessment will be \$649 per unit and that is actually paid by the homebuilder, with the debt paid off when the by the homebuilder. Table 6 is the legal description of the lands in Phase 6. This acreage is undeveloped right now and eventually will include 162 platted lots.

Ms. Buchanan asked do you think that the lands subject to the assessments receive benefit from the district's improvement plan?

Mr. Oliver responded yes.

Ms. Buchanan asked do you think they are reasonably apportioned among the land in Phase 6?

Mr. Oliver responded yes.

Ms. Buchanan asked do you believe that it is reasonable to assess the cost of the improvement plan in accordance with the methodology?

Mr. Oliver responded yes.

Ms. Buchanan asked do you think that the special benefit received will be equal to or in excess of the maximum special assessment?

Mr. Oliver responded yes.

On MOTION by Mr. Rick Smith seconded by Mr. Payton with all in favor the public hearing was opened.

A resident asked is there any way that the debt associated with Westbank would obligate Phases 1 – 5 to pay for that? No way, shape or form.

Mr. Oliver responded no, the debt is only levied on those lands within Phase 6.

On MOTION by Mr. Payton seconded by Mr. Rick Smith with all in favor the public hearing was closed.

Consideration of Resolution 2019-06 Levying Assessments on Westbank Parcel

Ms. Buchanan stated at this time the board has the ability to consider whether they want to amend the proposed assessment levels based on any comments or concerns that you have received.

Resolution 2019-06 is the assessment resolution. Section 1 identifies the board's authority to adopt the resolution and section 2 makes certain findings based on the steps taken to date as well as the evidence presented at today's hearing. Section 3 approves the project and section 4 approves the cost of the project and the costs to be paid by the special assessments. Section 5 equalizes, approves, confirms and levies the special assessments. Section 6 provides for the allocation and collection process. Section 7 provides for payment and prepayment of the special assessments and the method of collection and section 8 provides for true-up payments. Section 9 provides that certain property will be exempt from assessments such as property owned by

government entities or other property associations. Section 10 requires the recording of an assessment notice in the property records. Sections 11, 12 and 13 are self-explanatory and administrative by nature.

I will explain the other developer agreements that you will have for review at your next board meeting. We are locked into what we believe is going to be 162 units and if for some reason the developer were to only build 150 units we wouldn't have sufficient assessments to pay our debt service. In order to alleviate that we have a contractual obligation with the developer called a true-up where if he plats less than 162 units they are going to be required to pay us the difference and what we would have collected on assessments and that money would be used to pay down the bond debt. The other agreement that we use to secure this is called a completion agreement and if for some reason our improvement plan isn't completed by bond proceeds the developer generally has the obligation to step in and finish those. The last agreement that we will consider at your next meeting is called a collateral assignment. In other situations in other CDDs sometimes the developer has been unable to stay afloat and walked away from the project. The district can foreclose on the special assessments and take the property but that doesn't necessarily reserve to the district the right to develop the property. The bondholders require a collateral assignment to the development rights for Phase 6 meaning that if for some reason we have to foreclose on the property we have a collateral assignment of the development rights. It stays sort of silent and in waiting and it only becomes applicable if there is an event of default and they don't pay their assessments. Those are the other mechanisms that give us a backup protection for the ability to foreclose special assessments on property.

On MOTION by Mr. Payton seconded by Mr. Randy Smith with all in favor Resolution 2019-06 was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Items Related to Series 2019 Bonds (Westbank Parcel)

Consideration of Resolution 2019-07 Delegated Award Resolution, Series 2019

Ms. Buchanan stated the next resolution relates to the issuance of bonds and Cynthia Wilhelm, your bond counsel, is on the phone.

Ms. Wilhelm stated this resolution is what we call a delegated award resolution and it serves two basic purposes. First it delegates to the chairman of the board the authority to execute

and deliver a bond purchase agreement to the underwriter, which is MBS Capital Markets and for the underwriter to purchase the bonds so long as the offer contained in the bond purchase agreement is within the board approved parameters, which are set forth on Schedule I, which is attached to the resolution. The second purpose of the resolution is it authorizes the board to approve the forms of certain documents, which are necessary in order for the underwriters to market and sell the bonds. Those documents include the fourth supplemental trust indenture, the preliminary limited offering memorandum, the continuing disclosure agreement, and the bond purchase agreement. The resolution allows for these documents to be approved in substantial form with the understanding that there will be revisions to documents prior to execution and closing on the bonds. The parameters are on Schedule I to the resolution and the parameters within which the chairman may agree to accept any proposed bond purchase agreement are: the not to exceed principal amount is \$5,400,000 for all series and there are two series of bonds here so for both the Series A and the Series B the total will be not to exceed \$5,400,000. The not to exceed interest rate is the maximum statutory rate. The not to exceed maturity date is May 1, 2050 and the maximum underwriter's discount, which is their fee is 2% and redemption provisions are as set forth in the forms of the bonds, which is attached to the supplemental indenture with optional redemption no later than May 1, 2032 at par.

The documents that will be approved in substantial form are the fourth supplemental trust indenture, this supplements the master trust indenture that the board approved in 2005. The supplemental indenture contains the terms, conditions and details of this particular issue of bonds and it will contain the final pricing information when that information becomes available. Next is the preliminary limited offering memorandum and this is the securities law disclosure document relating to the bonds and is provided to potential bond investors prior to the sale of the bonds and sets forth a detailed description of the bond, the bond documents, the district, the developer, the development among other things. The resolution delegates to the chairman the authority to deem the preliminary limited offering memorandum final for purposes of federal securities law. The continuing disclosure agreement is also required by federal securities law and provides that the district and all obligated persons including the developer will provide certain information to EMMA computer system as detailed in the agreement. The bond purchase agreement which is in standard form and contains all the conditions that need to be satisfied in order to close the bond issue. When the underwriter executes and delivers the bond purchase agreement and the chairman

using the authority of this resolution executes and delivers it, it becomes a binding obligation on both parties and it imposes upon the underwriter the obligation to purchase and own the bonds on the date of closing as provided in the agreement. The resolution provides that the chairman is authorized and directed to execute and deliver together with the vice chairman and secretary and any assistant secretaries any and all other documents and instruments that are necessary in order to close the bond issue.

On MOTION by Mr. Randy Smith seconded by Mr. Payton with all in favor Resolution 2019-07 was approved.

Ms. Buchanan stated I want to give an overview of the next steps. We will finalize the offering statement and the underwriter will identify potential purchasers to review the documents and ultimately they will price the bonds. At that point we will know the interest rates and we will know the maximum amount of principal we can issue understanding that we can't issue more than our maximum assessment. We will bring back a report to you with real time interest rates and principal amounts prior to closing on the bonds.

Ms. Wilhelm and Ms. Mossing left the conference call at this time.

EIGHTH ORDER OF BUSINESS

Discussion of Honours Golf Goal Setting and Performance Measures for Fiscal Year 2019

Mr. Hermening stated Jim Hahn and I finally got together this afternoon and I think some of the other supervisors may have had conversations around their areas. Overall, back in November Jim had a list and included is a maintenance schedule of planning and required maintenance projects that through the course of transitioning showed were going to be needed and ongoing projects to help improve the community. The marketing schedule we talked about and the programing plan, planned programs and events that they wanted to schedule. Taking those in account along with the budget dollars some of the funds that we came up with obviously, an increase in revenue would be the number one thing we would look for. The question is what is the percentage, what metric do we want to put on that? My personal feeling is this year they stand to increase revenue probably greater than any other year moving forward by having improved processes and systems in place along with capitalizing on the first full year of the remodeled

clubhouse and come up with a percentage of that as performance measure. Does the board have any thoughts on a percentage you would look for?

Mr. Hahn stated we had a very candid discussion and the focus is to drive revenues. I think our total revenue number is around \$2.3 million and you can look at the gross number and anticipate and make some assumptions of what would be a reasonable improvement if it is 5% on \$100,000 in improvements, that is acceptable. We also talked about other metrics that would be useful in weighing our performance is growing the ADR, average daily rate, we know we do enough rounds, we play 50,000 rounds of golf. We don't want to play 65,000 rounds of golf we want to figure out a way to either maintain 50,000 and grow the average daily rate so we can generate more revenue. Focus on the average daily rate would be another metric that would make sense.

Mr. Hermening stated the question is what is the reduction in the loss that we want to see as a metric and I don't want to throw a number out there for the purpose of having a metric, it is not going to mean anything.

Ms. Buchanan stated let's remember too that we have some IRS issues that we can't just base your bonus on net profit, it needs to be things like quality of services, performance, productivity.

Mr. Hahn stated we not only have a financial component but a subjective component of trying to improve the product, keeping up the product, improving capital improvements and maintenance.

Ms. Buchanan stated bond counsel will ultimately have to sign off on it.

Mr. Payton asked did you discuss any goals in areas other than golf? We can build the revenue at the athletic center, which we started last year but the rest of the amenities don't make money.

Mr. Hahn stated during my report I will be passing out a quarterly update on maintenance and capital projects, what we have accomplished and what we are looking at going forward as well as an update on all the programs at the rec center and the golf course.

Mr. Randy Smith asked is our goal tonight to come away with a number and criteria?

Mr. Hermening stated I need to be close to putting that together.

Mr. Rick Smith asked is the ultimate goal at some point in time to break even?

Mr. Hahn stated any effort to break even is going to be a bit more challenging based on the business problem that you have, it is about making affordable amenities and affordable activities for your residents. We can have more revenue by raising rates but that is not the ultimate goal of this board it is about maintaining affordable activities and affordable programming for our residents. I have taken an approach not as much from a business standpoint but more from a resident standpoint, what can we do to drive revenue without impacting the residents. For examples when I look at raising golf fees, which is a key component to raising these funds because we don't charge for the amenity center, I want to change the rates for the public player and my goal is to have three components of rates; the resident rate, which will be the lowest rate and maintain the lowest possible rate and not raise it; a local rate that may fit maybe a 6 or 7 county area around the golf course that is considered our local rate and those folks paying more than the residents pay to play golf and then a public rate where we might have someone coming in from out of state to spend time here and play the golf course. They are paying the same amount as the guy who lives here and that makes no sense. Those rates will jump significantly and won't impact your play because they are willing to pay that. I want to grow the average daily rate, grow the revenue without impacting the residents because the message I received from this board is to maintain affordability for the residents. We can get closer to breaking even, but we have to maintain the value to the residents and that gets a little more challenging.

Mr. Payton stated my goal for the management company is to impact the residents the least, I don't want to manage this place to an expense so much that is raising assessments.

Ms. Buchanan asked do you have an incentive plan with a similar arrangement that you could share with us, not using their name? It might be worthwhile to see what someone else has done.

Mr. Hahn stated I will check with the corporate office.

NINTH ORDER OF BUSINESS

Update Regarding Reformatting of Fiscal Year 2019 Budget and Financial Statements

Mr. Oliver stated I did share with the chair and staff that I recently communicated with Gary Spivey, CFO of Honours Golf. A key member of his accounting team who hve been working on this project recently resigned, causing a lag on the golf and recreation financials. Today, Gary sent Jim Hahn draft financials for review and Jim has sent back suggested revisions. When final versions are ready for circlulation, we will email them to the board and staff.

Mr. Hahn stated you should get the November financials in the next day or two then they will be on a regular basis. They are in the new format and in line with the budgets that have been put together for the operations.

Mr. Payton stated I have a number of questions and I'm sure Grant does also. Do we think we need to have a budget workshop? It is a brand new budget we haven't seen, we haven't worked with. If you have as many questions as I do I thought it might be worth having a separate meeting to go over the budgets so we can ask line item questions and clarifications on numbers.

It was the consensus of the board to hold a budget workshop at 5:00 p.m. on February 5th, just before the regularly scheduled board meeting.

TENTH ORDER OF BUSINESS

Update Regarding Series 2016 Capital Projects

A. Cost to Complete Schedule

B. Consideration/Ratification of Requisitions and Invoices

Mr. Oliver stated there are two requisitions that were processed since the last meeting, #77 payable to Steve Andersen for project management in the amount of \$16,966.51 This amount was negotiated down through discussions between Steve and the chairman. The other is requisition #78 payable to Tree Amigos in the amount of \$18,933 for the landscaping around the tennis court improvements. With the execution of those two requisitions, we now have a balance of approximately \$48,000 in the Series 2016 construction fund for any outstanding contractual obligations at this point and any other projects that need to be completed with those funds.

Mr. Biagetti stated I think the first thing we are all aware of is final payment to the tennis court contractor and I think that amount is still to be determined. We have roughly \$30,000 of outstanding payment but since we let him go and the items not being complete we are working on figuring out a final payment amount that hopefully, won't be \$30,000.

Mr. Payton asked is that the only project outstanding?

Mr. Biagetti stated yes. I think something that fits in nicely with using these funds is the divider for the clubhouse, which was originally part of the improvements to the clubhouse. We have quotes in the \$20,000 range for a solid divider. There is a \$4,600 payment that will be coming up for the furniture.

Mr. Payton stated just to update the board I did talk to Steve Andersen after the last meeting. The board did enter into a contract to have him provide project management for the fence project. He included travel charges for times when he was still operations manager and we all thought he should have been onsite anyway and shouldn't pay him for travel and he agreed to that and we reduced it by that amount. The rest of the stuff, the contract language spelled out exactly what he charged us for. The final amount of \$16,966.51.

The Tree Amigos project we discussed and approved at the last board meeting. As far as the tennis project, Matt emailed me today, I agree with your list. What Matt and staff have done over the past couple of months is made a list of discrepancies at the new tennis facility and put a price to what it would cost to potentially fix those. We have about \$30,000 and the discrepancy list includes costs of about \$25,000, which gives us a final amount payable to him of about \$5,000. It closes out the issue and instead of paying him \$30,000 we pay him \$5,000. He asked for a balance of \$28,000. We don't think he has any standing for a dispute, he was clearly in breach of contract. I think the max amount to pay him was \$5,598.50 and we send him that and a lien release and if we don't hear back it is done. This will free up the funds that Matt talked about.

The only thing on my list is the golf cart that brushes the tennis courts is the original golf cart for the facility and is falling apart. I would like to replace that.

On MOTION by Mr. Payton seconded by Mr. Randy Smith with all in favor requisitions 77 and 78 were ratified.

Ms. Buchanan asked how do we want to address moving forward with this contractor? Do we want a motion to delegate authority to the chairman and staff to negotiate the settlement as presented?

On MOTION by Mr. Hermening seconded by Mr. Randy Smith with all in favor staff and the chair were authorized to negotiate a settlement agreement with the tennis court contractor as outlined earlier in the meeting.

Mr. Biagetti stated we had four different bids by two different companies for the divider wall.

Mr. Hahn stated the difference in the two bids in simple terms is one is just an expandable wall that will come together one side of the building and it will extend from the wall about three

feet. The other is an option to veer off to the side and be tucked behind the wall that is already there so we take up almost no floor space, it wouldn't break up the room and would probably be a better look than having the panels and that is the \$18,000.

Mr. Biagetti stated it is 12 to 14 weeks for delivery. There is some drywall and finish work that is not included, this is just getting it up and operational.

On MOTION by Mr. Randy Smith seconded by Mr. Payton with all in favor staff was authorized to order the wall divider in an amount not to exceed \$18,000.

ELEVENTH ORDER OF BUSINESS

Discussion of Variance Request

Mr. Biagetti stated we had a request of a homeowner to encroach two feet into an easement we have on a pond in order to build a swimming pool and screen enclosure. I think it is pretty standard, there is nothing that we see that would have a negative impact on anything. The information they provided was included in the agenda package.

Mr. Hadden stated there is an easement that is 25 feet to the water line for maintenance and they want to encroach two feet into the easement leaving 23 feet. It is probably fine. We haven't had the erosion problem here as there has been in some communities.

On MOTION by Mr. Payton seconded by Mr. Randy Smith with all in favor the request for a two-foot encroachment into the easement was approved.

TWELFTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

Mr. Oliver stated the general manager will cover anything for his staff and give assistance if he needs it. For these meetings moving forward, the engineer won't be listed under staff reports. Keith will continue to come to the meetings on an as needed basis, particularly during this upcoming heavy construction phase, so that he can present engineering updates and requisitions for approval toward the top of the meeting. If we need to address any other engineering issues at

that time we will also have him weigh in at that point so he can be excused from the meeting after that. Staff will continue to work with Keith between meetings on engineering matters.

A. General Manager

Mr. Hahn gave an overview of the projects he is working on as follows: getting quotes for a new motor for the competition pool, wax and redo the slide, getting a third quote to paint the resident center as well as the kids club, roofers will take a look at the roof of the amenity center. On the tennis facility, all the fence work has been done, all the landscape work has been done by Tree Amigos and we have done a lot of work to get the tennis courts completed.

Mr. Hahn gave an overview of the golf operations, and will get bids to paint the patio, will sod around golf cart path and they are working on improvements to the bunkers

B. District Counsel

There being none, the next item followed.

C. District Manager

There being none, the next item followed.

**FOURTEENTH ORDER OF BUSINESS Supervisor's Requests and Audience
Comments**

Mr. Krueger asked what is the age limit for someone to get a prox card going into the gym?

Mr. Biagetti responded 18.

Mr. Krueger asked are we going to have a presentation next month on the POS system?

Mr. Hahn stated we started that process and we are going to try to do some visits with website providers as well as POS providers. We have one website provider coming in the latter part of January and once I get a firm date, I will let the board members know and we will set up separate meetings.

Mr. Rick Smith stated the golf course is looking really good and I have received a lot of positive comments. At the last meeting I said something to Matt about the signs that are deteriorating.

Mr. Biagetti stated I think we need to look at the speed limit signs.

Mr. Rick Smith stated the restrooms around #13 look nice but the grounds around it are all beaten up from the golf cart traffic.

Mr. Biagetti stated we will look for a permanent solution to that problem.

Mr. Randy Smith stated I was told when we did the driving range that you couldn't seed it that you had to sod it. We still have big patches of dirt and can we seed that?

Mr. Hahn stated the problem with seeding the driving range is you have to be on it every day and you can't get seeds to take. There are unsightly areas but grass is continuing to grow in those areas.

Mr. Randy Smith stated I passed a golf cart tonight that had no headlights. Can we put out an email blast just to remind people that it has to be a registered golf cart and it has to have headlights and tail lights to drive on the street.

For anyone who is interested I thought Friday between 10 and 11 would be a good time to meet and clean up the debris by the bridge by 5 and 6. There are just so many cans and bottles that have been thrown in there.

Mr. Rick Smith asked is it possible to get some sand buckets put on the par 3?

Mr. Hahn stated I can bring it to Alan.

Mr. Hermening asked did we get anywhere on the equipment sale?

Mr. Hahn responded I don't have an update, but I will find out.

Mr. Hermening asked to go along with the improvements on the course the maintenance of the bunkers on the weekends is highly appreciated. The right side of 14 always has sitting water. The road leaving the community has deteriorated and will be full of potholes soon.

Mr. Hadden stated they are county roads and in the past Steve and I have reached out to the county to have repairs done but we are way down the list to have roads repaired. We have had Duval Asphalt to do repairs that we pay for. I will look at it and we can always ask the county and that stance may change because we have a new county manager.

Mr. Payton stated in my ongoing effort to reduce meeting time I have a question for the board. If we were to ask the management company to include the ops report, the maintenance report, the engineer's report, tennis and golf reports on the agenda but not necessarily have Jim read them to us, is that acceptable? Can we read what is in the package and ask questions if you have any or do you like having the oral report?

A resident stated since we don't have access to all the information that you have I would like to hear a summary.

Mr. Payton stated we will leave it unchanged.

Ms. Buchanan stated the agenda is also posted on the website.

Mr. Payton stated I'm still working on the crosswalk project. Are there any objections from the board about putting in crosswalks? There were no objections.

I did speak with the webmaster last month regarding the updates, I talked to Jim and Matt about it and Rachel. My understanding is that her services are still needed so we can't just stop it. She was unwilling to come down in price, she thought her fee of \$1,200 was already discounted so we agreed on a month to month basis to move forward with her. As soon as possible we are going to transition to not needing her but as it stands now we need her to maintain the communications throughout the neighborhood.

I would like the board to consider two or three priority items for the year 2019 community-wide, something that we could put on paper. As a board next month, we will prioritize those and hand that to Jim Hahn so he knows if there is anything he has not thought of we will present it to him. Prior to the next meeting send two or three things to Jim Oliver and we will talk about the consolidated list at the next meeting.

Have we sent the letter to the residents who encroached on the golf course property on 6 and 14?

Ms. Buchanan stated we haven't yet. I spoke with Kelly about the content. My understanding was a little confused about what we wanted to tell them to do and we want to give them different directions. Those letters will go out tomorrow.

FIFTEENTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet as of November 30, 2018 and Statement of Revenues and Expenses for the Period Ending November 30, 2018

The balance sheet and general fund income statement were included as part of the agenda package.

B. Assessment Receipt Schedule

The assessment receipt Schedule was included as part of the agenda package.

C. Approval of Check Register

On MOTION by Mr. Payton seconded by Mr. Rick Smith with all in favor the check register was approved.

D. Golf Report

Golf and recreation financials are still in review and will be circulated by email.

SIXTEENTH ORDER OF BUSINESS

**Next Meeting Scheduled for Tuesday,
February 5, 2019 at 6:30 p.m. at Eagle
Landing Residents Club**

Mr. Oliver stated the next scheduled meeting is February 5, 2019 at 6:30 p.m. We will have a budget workshop at 5:00 p.m. Also, we will also have the bond pre-closing at 4:00 p.m., and will need the chairman to attend to execute the documents. The other Board members are not needed for the pre-closing.

On MOTION by Mr. Payton seconded by Mr. Rick Smith with all in favor the meeting adjourned at 8:43 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

A.

RESOLUTION 2019-08

[WESTBANK PARCEL]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2019A AND CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2019B; MAKING CERTAIN FINDINGS; CONFIRMING AND ADOPTING A SUPPLEMENTAL ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2019A AND CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2019B; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2019A AND CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2019B; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the South Village Community Development District ("District") has previously indicated its intention to undertake, install, establish, construct, or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("Board") has previously adopted, after notice and public hearing, Resolution 2019-06, relating to the imposition, levy, collection, and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2019-06, this Resolution shall set forth the terms of bonds actually issued by the District and apply the adopted special assessment methodology to the scope of the project to be completed with a series of bonds and the terms of the bond issue; and

WHEREAS, on January 25, 2019, the District entered into that certain Bond Purchase Agreement with MBS Capital Markets, LLC, whereby the District agreed to sell its South Village Community Development District (Clay County, Florida) Capital Improvement Revenue Bonds, Series 2019A in the par amount of \$3,255,000 ("Series 2019A Bonds") and South Village Community Development District (Clay County, Florida) Capital Improvement Revenue Bonds, Series 2019B in the par amount of \$1,700,000 ("Series 2019B Bonds", and together with Series 2019A Bonds, "Series 2019 Bonds"); and

WHEREAS, pursuant to and consistent with Resolution 2019-06, the District desires to set forth the particular terms of the sale of the Series 2019 Bonds and confirm the lien of the levy of special assessments securing the Series 2019 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS. All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170 and 190, *Florida Statutes*, and Resolution 2019-06.

SECTION 3. MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT. The Board hereby finds and determines as follows:

(a) On January 8, 2019, the District, after due notice and public hearing, adopted Resolution 2019-06, which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District's infrastructure improvements a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The *Addendum for the Annexation of Westbank Parcel*, dated January 15, 2019, attached to this Resolution as **Exhibit A** ("Engineer's Report"), identifies and describes the infrastructure improvements to be financed by, and that portion of the improvements to be paid from proceeds of the Series 2019 Bonds ("Series 2019 Project"). The total cost of the Series 2019 Project is \$5,639,312.00. The District hereby confirms that the Series 2019 Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Series 2019 Bonds is hereby ratified.

(c) The *Final Numbers - Supplemental Special Assessment Methodology Report for the Westbank Assessment Area*, dated January 25, 2019, attached to this Resolution as **Exhibit B** ("Supplemental Assessment Report"), applies the adopted *Supplemental Special Assessment Methodology Report for the Westbank Assessment Area Phase 6*, dated January 8, 2019 ("Master Assessment Report"), to the Series 2019 Project and the actual terms of the Series 2019 Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2019 Bonds.

(d) The Series 2019 Project will specially benefit all of the developable acreage in the “Westbank Assessment Area,” as set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the portion of the costs of the Series 2019 Project financed with the Series 2019 Bonds to the specially benefitted properties within the District as set forth in Resolution 2019-06 and this Resolution.

SECTION 4. SETTING FORTH THE TERMS OF THE SERIES 2019 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2019 BONDS. As provided in Resolution 2019-06, this Resolution is intended to set forth the terms of the Series 2019 Bonds and the final amount of the lien of the special assessments securing those bonds. The Series 2019 Bonds, in a par amount of \$4,955,000, shall bear such rates of interest and maturity as shown on **Exhibit C** attached hereto. The sources and uses of funds of the Series 2019 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2019 Bonds is set forth on **Exhibit E** attached hereto. The lien of the special assessments securing the Series 2019A Bonds (“Series 2019A Assessments”) on all developable land within the Westbank Assessment Area, as such land is described in **Exhibit B**, shall be the principal amount due on the Series 2019A Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection. The lien of the special assessments securing the Series 2019B Bonds (“Series 2019B Assessments,” and together with the Series 2019A Assessments, “Series 2019 Assessments”) on all developable land within the Westbank Assessment Area, as such land is described in **Exhibit B**, shall be the principal amount due on the Series 2019B Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

SECTION 5. LEVYING AND ALLOCATING THE SERIES 2019 ASSESSMENTS SECURING SERIES 2019 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The Series 2019 Assessments securing the Series 2019 Bonds shall be levied and allocated in accordance with **Exhibit B**. The Supplemental Assessment Report is consistent with the Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2019 Bonds. The estimated costs of collection of the Series 2019 Assessments for the Series 2019 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the Series 2019 Assessments securing the Series 2019 Bonds includes all developable acreage within the Westbank Assessment Area. To the extent that additional land within the District land is developed, the District may, by supplemental resolution at a regularly noticed meeting and without the need for public hearing, determine such land to be benefitted by the Series 2019 Project and reallocate the Series 2019 Assessments securing the Series 2019 Bonds in order to impose special assessments on the newly added and benefitted property, consistent with the Supplemental Assessment Report.

(c) Taking into account earnings on certain funds and accounts as set forth in the *Master Trust Indenture*, dated January 1, 2005 (“Master Trust Indenture”), and *Fourth*

Supplemental Trust Indenture, dated February 1, 2019 (“Fourth Supplemental Trust Indenture”), the District shall for Fiscal Year 2019, begin annual collection of the Series 2019 Assessments for the Series 2019 Bonds debt service payments using the methods available to it by law. Beginning with the first debt service payment on May 1, 2019, there shall be thirty (30) years of installments of principal and interest for the Series 2019A Bonds and ten (10) years of installments of principal and interest for the Series 2019B Bonds, as reflected on **Exhibit E**.

d) Section 7 of Resolution 2019-06 sets forth the terms for collection and enforcement of the assessments. The District hereby certifies the Series 2019 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Clay County and other Florida law. The District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Series 2019 Assessments and present same to the Board as required by law.

- (i) This Resolution hereby supplements Resolution 2019-06 to provide that the Series 2019A Assessments shall be collected pursuant to an annual resolution addressing the manner in which the Series 2019A Assessments shall be collected for each upcoming fiscal year. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
- (ii) This Resolution hereby supplements Resolution 2019-06 to provide that the Series 2019B Assessments shall be collected directly by the District in accordance with Florida law and due as follows: 50% due by March 15 and 50% due by September 15 of each year that the Series 2019B Assessments are collected. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment, including all outstanding principal and interest, shall immediately become due and payable and shall accrue interest, penalties in the amount of one percent (1%) per month and all costs of collection and enforcement (collectively, “Default Penalties”). The defaulted assessments shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of the Series 2019B Bonds, or at the statutory prejudgment interest rate, as applicable.

In the event the Series 2019B Assessments shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, shall initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein. Notwithstanding the foregoing, should the payments for the Series 2019B Assessments due on March 15 and September 15 be received by the District on or before April 1 or October 1 respectively, such payments shall be accepted by the District, the Series 2019B Assessments shall be deemed current and the Default

Penalties, with the exception of the payment of costs of collection and enforcement, if any, shall not apply. Additionally, should the payments for the Series 2019B Assessments due on March 15 and September 15 be received by the District after April 1 or October 1 respectively, upon receipt of written direction to accept such payments from the Majority Owners of the Series 2019B Bonds or the Trustee, acting at the written direction of the Majority Owners of the Series 2019B Bonds (collectively, "Direction"), such payments shall be accepted by the District, the Series 2019B Assessments shall be deemed current and the Default Penalties, with the exception of the payment of costs of collection and enforcement, if any, shall not apply. The District shall not accept payment for the Series 2019B Assessments after April 1 or October 1 respectively unless it first receives the Direction.

SECTION 6. CALCULATION AND APPLICATION OF TRUE-UP PAYMENTS.

Pursuant to Resolution 2019-06, there may be required from time to time certain True-Up Payments (as defined in Resolution 2019-06). If parcels of land are re-platted, the Series 2019 Assessments shall be allocated as set forth in Resolution 2019-06, this Resolution, and the Supplemental Assessment Report, including, without limitation, the application of the true-up process set forth in Resolution 2019-06. The District shall apply all true-up payments related to the Series 2019 Bonds only to the credit of the Series 2019 Bonds. All true-up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the Fourth Supplemental Trust Indenture governing the Series 2019 Bonds.

SECTION 7. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution the Series 2019 Assessments as reflected herein shall be recorded by the Secretary of the Board 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 parcels until paid and 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.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2019 Assessments securing the Series 2019 Bonds in the Official Records of Clay County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. CONFLICTS. This Resolution is intended to supplement Resolution 2019-06, which remains in full force and effect. This Resolution and Resolution 2019-06 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.

SECTION 10. SEVERABILITY. If any section or part of a section of this Resolution be 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.

SECTION 11. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED and ADOPTED, this 5th day of February, 2019.

ATTEST:

**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chris Payton
Chairperson, Board of Supervisors

- Exhibit A:** *Addendum for the Annexation of Westbank Parcel*, dated January 15, 2019
Exhibit B: *Final Numbers - Supplemental Special Assessment Methodology Report for the Westbank Assessment Area*, dated January 25, 2019
Exhibit C: Maturities and Coupon of Series 2019 Bonds
Exhibit D: Sources and Uses of Funds for Series 2019 Bonds
Exhibit E: Annual Debt Service Payment Due on Series 2019 Bonds

Exhibit A

Addendum for the Annexation of Westbank Parcel,
dated January 15, 2019

**SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

**ADDENDUM FOR THE ANNEXATION OF
WESTBANK PARCEL**

Prepared for
**Board of Supervisors
South Village Community Development District**

Prepared by
**HADDEN ENGINEERING, INC.
POST OFFICE BOX 9509
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Contact: 904-868-7057**

Keith I. Hadden, P.E.
keithhadden@haddeneng.com

Florida Registration No. 36832

January 15, 2019



OVERVIEW

This Addendum updates the South Village Community Development District Improvement Plan dated January 5, 2005, which described the District's location, then-current development status, and proposed improvement plan ("Improvement Plan"). The initial Improvement Plan included the construction of transportation improvements; water, sewer, and re-use facilities; stormwater management facilities; entry features, landscaping, and signage; recreational improvements including an amenity center and neighborhood parks (the "Existing Improvements").

Currently, the South Village Community Development District consists of the Eagle Landing Development, shown on *Exhibits A & B*.

In addition to the Eagle Landing Development, on October 23, 2018, the Clay County Board of County Commissioners approved Ordinance No. 2018-47, which expanded the boundaries of the South Village CDD to include a parcel of land known as the "WESTBANK PARCEL" shown on *Exhibit C*, aka, Phase 6.

The Westbank parcel contains approximately 67.06 acres, bisected by Phase 2 of TYNES BLVD., which is currently under construction.

Note:

Tynes – Phase 1A was accepted by Clay County in December 2018.

Tynes – 1b & 2 are currently under construction and are scheduled for completion by June, 2019.

LAND USE TABLE

Land Use:	Land Size (Gross Acres)	Percent of Total
Residential Single Family	34.93	52.09%
Wetlands, Open Space, Preservation Area, ROW	4.76	7.10%
Storm Water Ponds	8.00	11.93%
Amenity Parks	10.43	15.55%
Roadways	8.94	13.33
TOTALS	67.06	100 %

This new parcel Shown on *Exhibit D*, will be developed as:

- 162 single family lots
- several neighborhoods
- shade structures
- a volleyball court
- a dog park
- a pier
- a fountain in an existing lake
- a building with bathrooms
- a parking lot
- landscaping

Exhibit E shows the relative location of the Westbank Parcel in relation to the Eagle Landing Development and the Armstrong Residential Community, which is a part of the adjacent Armstrong Community Development District.

PRELIMINARY OPINION OF PROBABLE COSTS

The estimated cost of the improvements to the Westbank Parcel is anticipated to be approximately \$ 5,639,312.00.

Table 1 summarizes the improvements and their estimated costs.

TABLE 1. SUMMARY OF COSTS¹

CDD PUBLIC INFRASTRUCTURE COSTS:	Phase 1	Phase 2
Design	\$231,598	\$ 255,334
Lake Park (Amenity Area)	500,000	0
Neighborhood Parks	80,000	40,000
Neighborhood Monuments (Signage)	48,000	32,000
Roads, Ponds and Stormwater System	968,903	898,209
Utilities (Water, Sewer, Reuse and Electric)	825,834	689,494
Construction Contingency	48,531	151,925
Phase Total	\$2,702,866	\$2,066,962
CDD BOND FUNDED TOTAL :	\$4,769,828	

DEVELOPER FUNDED COSTS:

	Phase 1	Phase 2
Lot Clearing, Filling & Grading	\$360,273	\$509,211
DEVELOPER FUNDED TOTAL	\$ 869,484	

TOTAL ESTIMATED COSTS:	\$5,639,312
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¹ This estimate of construction costs is an estimate only and not a guaranteed maximum price. Fluctuations in costs are expected depending upon labor market, cost of equipment and materials, and construction processes necessary to complete the work.

- Note: final numbers may have the Developer funding the balance of CDD costs not funded by the Bonds, in order to bring the Bonds and assessments within the parameters approved by the SVCDD Board.

**TABLE 2. INFRASTRUCTURE OWNERSHIP
FOR WESTBANK PARCEL**

COMPONENT	OWNER	RESPONSIBLE FOR O&M
ROADS	Clay County Board of County Commissioners	Clay County Board of County Commissioners
STORM PIPES IN RIGHT OF WAY	Clay County Board of County Commissioners	Clay County Board of County Commissioners
OTHER STORM PIPES	South Village Community Development District	South Village Community Development District
PONDS	South Village Community Development District	South Village Community Development District
POTABLE WATER	Clay County Utility Authority	Clay County Utility Authority
RECLAIMED WATER	Clay County Utility Authority	Clay County Utility Authority
SANITARY SEWER	Clay County Utility Authority	Clay County Utility Authority
ELECTRIC	Clay Electric Cooperative, Inc.	Clay Electric Cooperative, Inc.
PARKS	South Village Community Development District	South Village Community Development District

SYSTEM IMPROVEMENTS

The system of Neighborhood Improvements includes an internal roadway system to provide access throughout the residential area of the District will be constructed to Clay County standards. This roadway system will connect to the existing system within the District. Upon completion of the improvements, the District expects to convey the roadways to Clay County. Also included in these improvements are the stormwater management system, sanitary sewer system, potable water distribution system, and the underground electric system.

Permitting for the Neighborhood Improvements outlined in this plan is ongoing. Jurisdictional wetland delineation for the entire District has been completed and accepted by the St. Johns River Water Management District (SJRWMD). The U.S. Army Corps of Engineers (USACOE) and SJRWMD construction permit applications have been submitted for the entire property within the District. The construction plans have been submitted for review and permitting by Clay County Utility Authority (CCUA) and Clay County Engineering.

SUMMARY OF DEVELOPMENT PERMITS

Regulatory Agency	Type of Permit	Permit No.	Status
St. Johns River WMD	PHASE 1: Environmental Resource Permit	65850-178	Approved 1/4/19 Expires: 1/4/22
St. Johns River WMD	PHASE 2: Environmental Resource Permit	N/A	Anticipated Application: 2/4/19 Anticipated Issuance: 8/4/19
Clay County	PHASE 1: Development Plans	Pre-Construction Conference 1/9/19	Approved 1/9/19 Expires 1/9/21
Clay County	PHASE 2: Development Plans		Anticipated: Application 2/4/19 Anticipated PreCon 9/19
U.S. Army Corps of Engineers	PHASE 1: Wetland Impact	SAJ-2018-02194 (NWRPR)	Issued 9/13/18 Expires: 3/18/22
U.S. Army Corps of Engineers	PHASE 2: Wetland Impact	N/A	Applied 12/2018 Anticipated Issuance 6/19
Clay County Utility Authority	PHASE 1: Developer Agreement	Water PW1124-838 Sewer DW2206-839	Issued: 12/18/18 Expires: 12/18/20 Issued 12/18/18 Expires 12/18/20
Clay County Utility Authority	PHASE 2: Developer Agreement	N/A	Anticipated Application 2/4/19 Anticipated Issuance 4/19

The infrastructure contained in this Addendum reflects the present intentions of the South Village Community Development District. However, the Improvement Plan may be subject to modification in the future. The implementation of any improvement outlined within the Plan requires final approval by the South Village Community Development District Board of Supervisors.

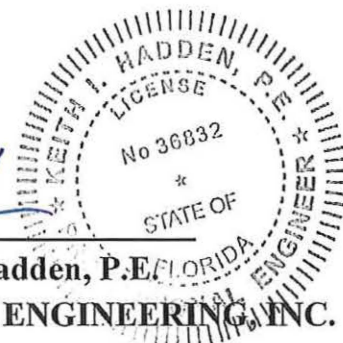
It is my opinion, that there are no technical reasons existing at this time which would prohibit implementation of the plans of the District for Phase 6 as presented in the Summary of Costs (Table 1), subject to continued compliance with all County and regulatory agency requirements and permit issuance.

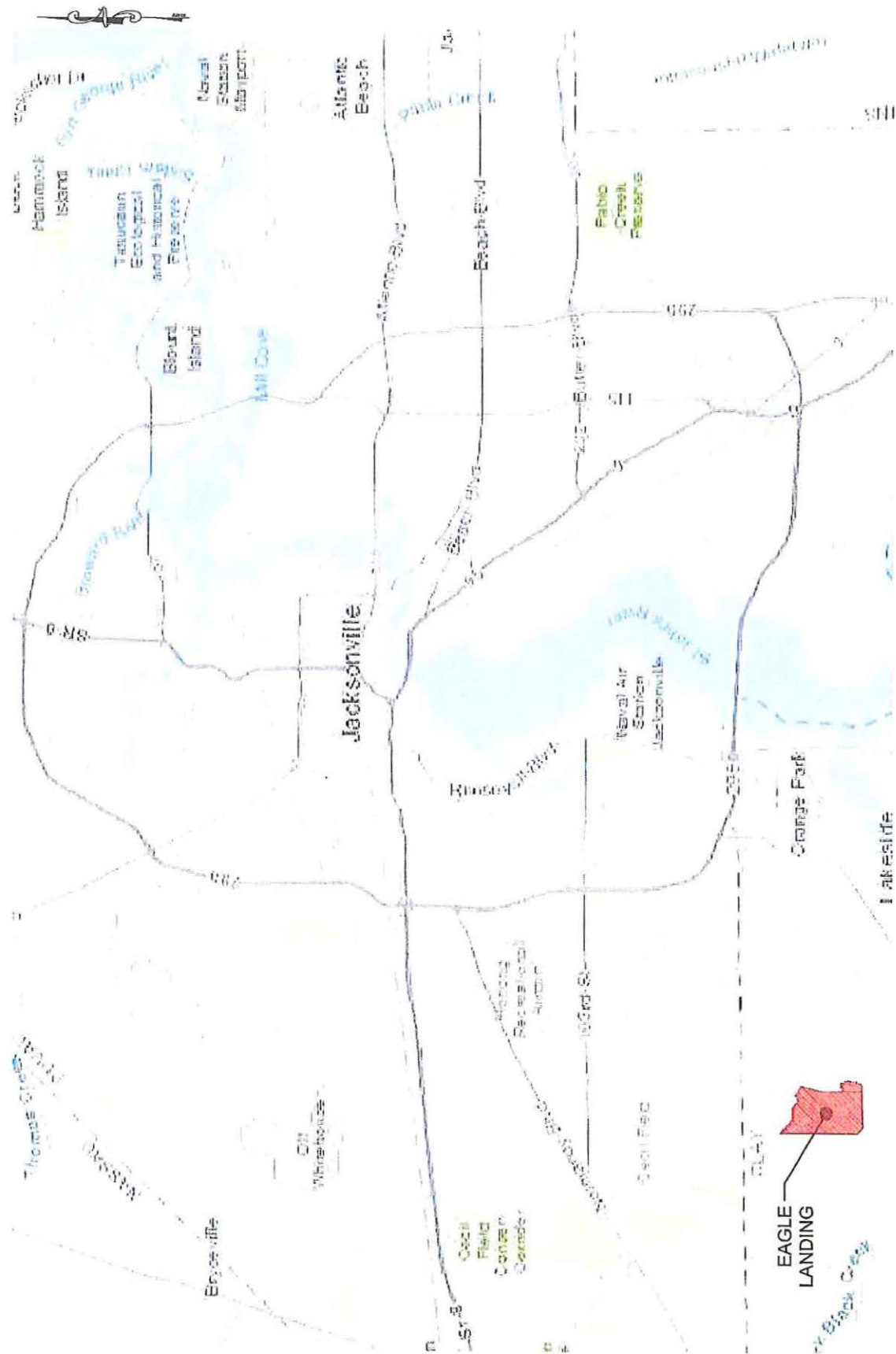
BASIS OF COST ESTIMATES:

The following is the basis for the infrastructure cost estimates:

- ❖ Water and Sewer facilities are designed in accordance with CCUA and DEP standards.
- ❖ Master Stormwater design was prepared in accordance with SJRWMD requirements.
- ❖ Jurisdictional wetland determinations have been completed for this project. Wetland impacts and the required mitigation have been defined for this project by permit conditions established by the SJRWMD.
- ❖ Costs utilized for paving, grading, water, sewer, and stormwater were obtained from the historical cost data for other projects of similar scope.
- ❖ Cost estimates for the transportation, stormwater, water distribution, and sanitary sewer systems contained in this report have been prepared based on historical bid information for bids received for the construction of similar single-family subdivisions.
- ❖ Cost estimates for electric costs are based on the per lot prices for installation, obtained from Clay Electric, including street lights.

JAN. 15, 2019
DATE:


Keith I. Hadden, P.E.
HADDEN ENGINEERING, INC.



HEI HADDEN ENGINEERING, INC.
 CONSULTING ENGINEERS • LAND PLANNING • ENVIRONMENTAL MONITORING
 P.O. BOX 1500
 FLEMING ISLAND, FL 32003
 PHONE: 904/828-1111
 FAX: 904/828-1112
 CERTIFICATION OF AUTHORIZATION #25075

EXHIBIT "A"
 DUVAL COUNTY

SOUTH VILLAGE CDD



EAGLE
 LANDING



EXHIBIT "B"
CLAY COUNTY

SOUTH VILLAGE CDD

Live Oak

Live Oak Ln Live Oak Ln

EAGLE
LANDING

WESTBANK

Havenwood Rd

Brown's Rd

Discovery Dr
Challenger Dr

Kindlewood Dr

12

South Pointe Beach Station

Northfield Rd

Calicut
Community
Park

Plantation

Gotham Oaks Dr

Quail Run

Claybrook
Claybrook
Deer View Ln

Claybrook
Plantation Blvd

Types Blvd
Way Rd

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CERTIFICATION OF AUTHORIZATION #25075

EXHIBIT "C"
EAGLE LANDING AND WESTBANK

SOUTH VILLAGE CDD

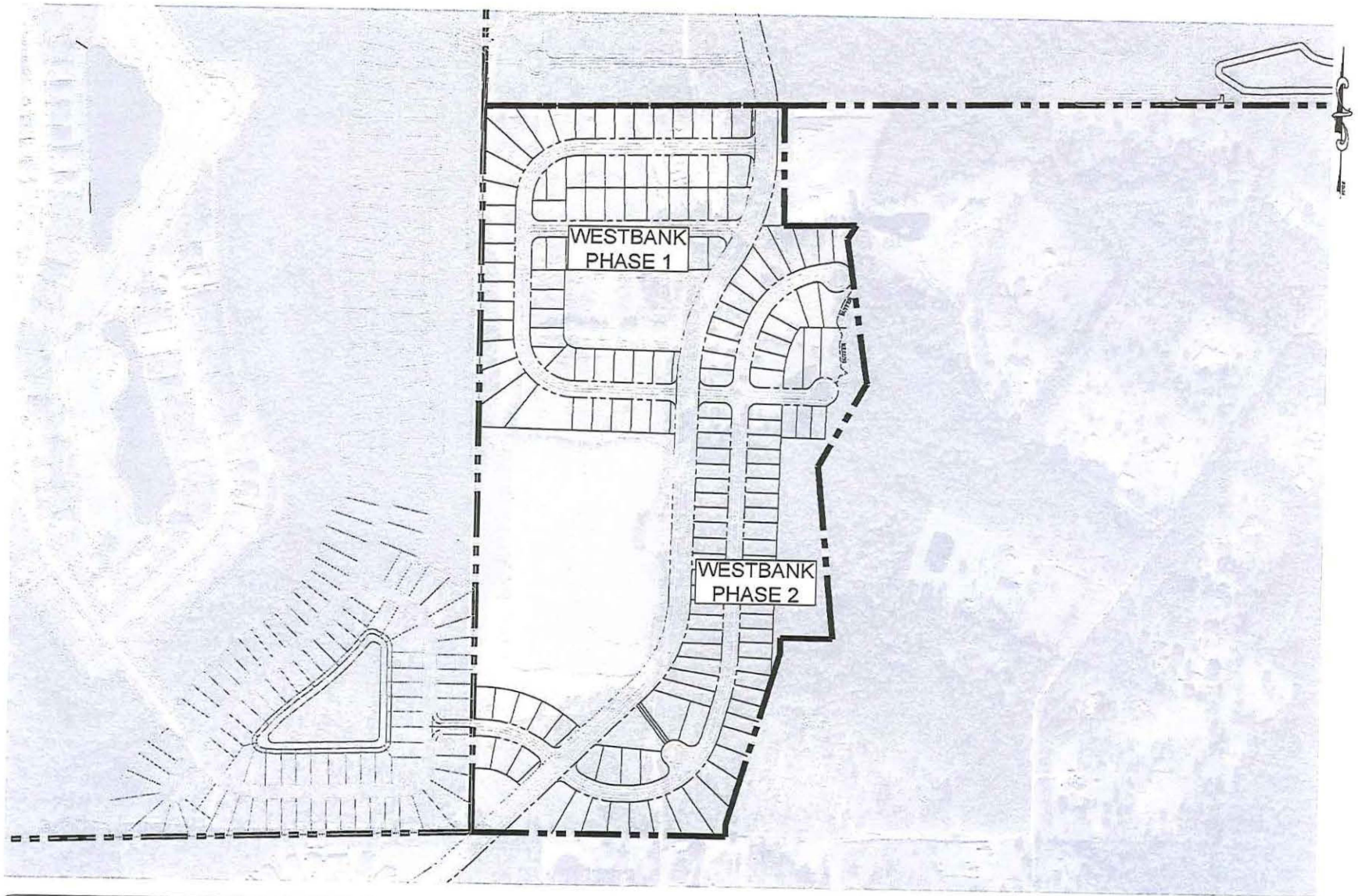
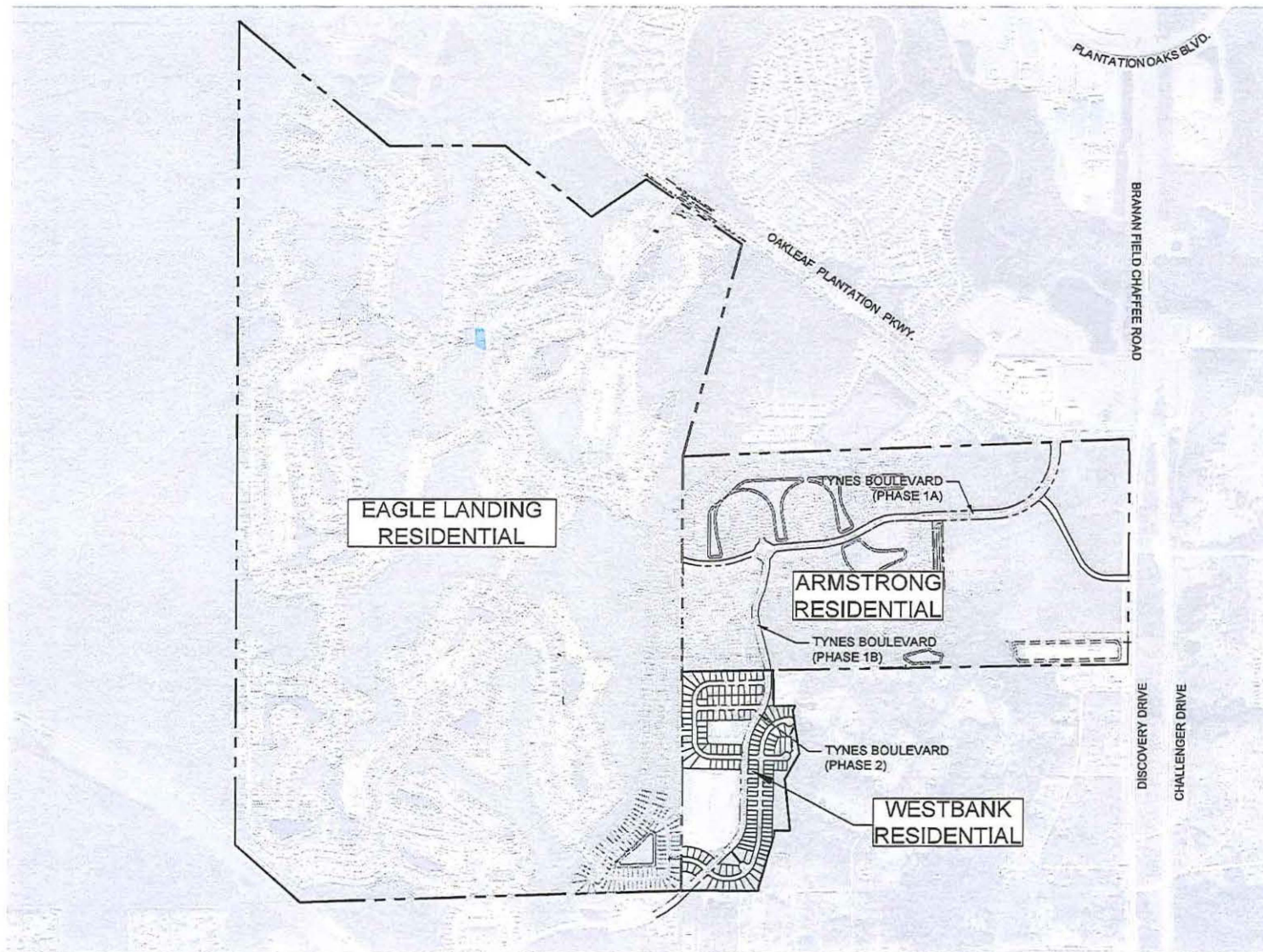


EXHIBIT "D"
WESTBANK RESIDENTIAL

SOUTH VILLAGE CDD



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 PHONE: (904) 269-9999
 CERTIFICATION OF AUTHORIZATION #26075

EXHIBIT "E"
OVERALL RESIDENTIAL

SOUTH VILLAGE CDD

Exhibit B

*Final Numbers - Supplemental Special Assessment Methodology Report for the Westbank
Assessment Area, dated January 25, 2019*

South Village Community Development District

**Final Numbers - Supplemental Special Assessment
Methodology Report for The Westbank Assessment Area**

January 25, 2019

Prepared by

Governmental Management Services, LLC

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1.0 Introduction

1.1 Purpose

This report provides a methodology for allocating the proposed debt to be incurred by the South Village Community Development District ("South Village CDD", "South Village" or "District") to properties in the single family residential section of the District referred to as the ("Westbank Assessment Area") and for allocating the estimated par amount of bonds being issued by the District to fund such infrastructure improvements described in the Engineer's Report, as such term is defined. The District's debt will fund infrastructure improvements that will allow the development of the single family residential property in the Westbank Assessment Area. The methodology allocates this debt to properties based upon the special benefits each receives from the infrastructure program. In this case the property located within the District includes approximately 67.06 acres located in Clay County ("the County"), Florida within the Westbank Assessment Area. The Westbank Assessment Area was annexed into the District following the approval of the Clay County Board of Commissioners on October 23, 2018. This report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Scope of the Assessment Methodology Report

This Assessment Methodology Report ("Report") presents the financing of the District's capital requirements necessary to provide the community infrastructure improvements for the single family residential development as described in the District Engineer's Report developed by Hadden Engineering, Inc. dated January 15, 2019 (the "Engineer's Report"). This Report also describes the apportionment of benefits and special assessments resulting from the provision of the public improvements to the lands within the District.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The District's infrastructure program enables properties within its boundaries to be developed. Without the District's Capital Improvement Program, there would be no infrastructure to support development of land within the District. Without these improvements, state law would prohibit development of property within the District.

There is no doubt that the general public, property owners, and property outside the District will benefit from the provision of District infrastructure. However, these are incidental to the District's Capital Improvement Program for single family residential development, which is designed solely to provide special benefits peculiar to property within the Westbank Assessment Area. Properties outside the Westbank Assessment Area do not depend upon the District's Capital Improvement Program for single family residential development as defined herein to obtain, or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the Westbank Assessment Area. Even though the exact value of the benefits provided by the District's Capital Improvement Program is difficult to estimate at this point, it is nevertheless greater than the costs associated with providing same.

1.4 Organization of this Report

Section Two describes the development program as proposed by the landowner of all lands within the District.

Section Three provides a summary of the Capital Improvement Program for the single family development area as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the Assessment Methodology.

2.0 Development Program for Armstrong

2.1 Overview

The Eagle Landing development is designed as a planned mixed-use community, located within Clay County, Florida. The proposed land use within the District is consistent with Clay County's Land Use and Comprehensive Plans. An overview of the land use in the District is provided for in **Table 1**.

2.2 The Development Program

The single family residential development for the Westbank Assessment Area as noted in **Table 2** will consist of approximately 162 single-family homes.

3.0 The Capital Improvement Program for Westbank Assessment Area

3.1 Engineering Report

The single family residential infrastructure costs to be funded by the South Village CDD are determined by the District Engineer in the Engineer's Report. Only infrastructure that may

qualify for bond financing by the District under Chapter 190, Florida Statutes, was included in these estimates.

3.2 Capital Improvement Program

The proposed infrastructure improvements to serve the Westbank Assessment Area consist of certain onsite transportation / roadway improvements, recreation improvements, onsite/offsite utility improvements and entry features including landscape / hardscape improvements (the "Capital Improvement Program" or "CIP").

At the time of this writing, the total costs of the Capital Improvement Program for Westbank single family residential development according to the Engineer's Report are projected at \$5,639,312. Included in **Table 3** are the estimated costs for the CIP in broad functional categories.

4.0 Financing Program for South Village

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of additional single family lands within the District. Construction of certain improvements of the Capital Improvement Program may be funded by the Developer and acquired by the District under an agreement between the District and the Developer, or may be funded directly by the District. The structure of financing presented below is preliminary and subject to change.

The District will finance its Capital Improvement Program with Special Assessment Bonds. The financing plan for the District in this report reflects the issuance of Special Assessment Bonds in the principal amount of \$4,955,000 to fund all or a portion of the Westbank Assessment Area CIP, as shown in **Table 4**.

4.2 Types of Special Assessment Bonds Proposed

The Special Assessment Bonds have an issuance that will be repaid with thirty annual principal installments paid on May 1, beginning May 1, 2020 and maturing May 1, 2049, and with interest paid semiannually every May 1 and November 1.

As detailed in the current financing plan, in order to finance all or a portion of the District's Westbank Assessment Area Infrastructure, the District will need to incur indebtedness in the total amount of \$ 4,955,000.

The difference between the Bond debt and the CIP is comprised of costs of issuance including underwriter's discount and professional fees associated with debt issuance, capitalized interest, and a debt service reserve fund equal to one quarter of the maximum annual debt service.

A summary of the financing is presented in **Table 4** for the Westbank Assessment CIP.

5.0 Assessment Methodology

5.1 Overview

Special Assessment Bonds provide the District with funds to construct the CIP outlined in *Section 3.2*. These improvements lead to special and general benefits, with special benefits accruing generally to the properties within the Westbank Assessment Area of the District and general benefits accruing to areas outside of the Westbank Assessment Area being only incidental in nature. The debt incurred in financing the CIP will be paid by assessing properties that derive special and peculiar benefits from the CIP. All properties that receive special benefits from the CIP will be assessed, or a contribution of infrastructure in lieu of assessments, in the amount of assessments that would otherwise be levied on the property.

The Assessment Methodology is a three-step process for assigning benefit and debt. The first step is the determination of the CIP by the engineer related to the CIP costs for the Westbank Assessment Area. Second the amount of bonds required to finance the CIP is determined. Third and finally the debt required to finance the CIP will be allocated to the benefiting lands based upon a fair and reasonable estimate of benefit.

5.2 Assigning Debt

The current development plan for the Westbank Assessment Area is for 162 single-family residential homes, however, the planned unit numbers and land use types may change.

The CIP provided by the District will include transportation improvements, recreation improvements, utility improvements and entry features including landscape/hardscape. It has been determined that each residential lot will benefit equally from the CIP as contained on **Table 5**.

As the provision of the CIP by the District will make the single family residential lands in the Westbank Assessment Area developable, the land will become more valuable to their owners. The increase in the value of the land provides the logical benefit of improvements that accrues to the developable parcels within the Westbank Assessment Area of the District.

The debt incurred by the District to fund the CIP is allocated to the properties receiving special benefits on the basis of development intensity and density. The responsibility for the repayment of the District's debt through assessments will ultimately be distributed in proportion to the special benefit peculiar to the land within the Westbank Assessment Area. For the purpose of determining the special benefit accruing to the single family residential lands within the Westbank Assessment Area, the proposed CIP costs have been allocated to each land use on an equal residential unit (ERU) basis.

Initially, the CIP Infrastructure assessments will be levied on the 67.06 gross acres within the Westbank Assessment Area because at that juncture, every acre benefits equally from the CIP. As parcels are developed and platted/site plans approved the debt assessments will be assigned to each lot or development unit on an ERU basis. Specifically, each lot will be assigned debt assessments once it is certified as developed and platted and assigned a Clay County identifiable folio number.

5.3 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in Section 1.3, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within the Westbank Assessment Area. The District's CIP benefits properties within the Westbank Assessment Area and accrue to all assessable properties on an ERU basis. Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property. The special and peculiar benefits resulting from each improvement undertaken by the District are:

- a. Onsite roadway improvements result in special and peculiar benefits such as the added use of the property, added enjoyment of the property, and likely increased marketability of the property.
- b. Recreation amenities and facilities result in special and peculiar benefits such as the added use of the property, added enjoyment of the property, and likely increased marketability of the property.
- c. Onsite/offsite utility improvements result in special and peculiar benefits such as the added use of the property, and likely increased marketability and value of the property.
- d. Entry features including landscape and hardscape result in special and peculiar benefits such as the added use of the property, and likely increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but not yet capable of being precisely calculated and assessed in terms of numerical value, however, each is more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.4 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the CIP is delineated in **Table 6** (expressed as Estimated Par Debt and Debt Service Allocation).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and or construction of the District's improvements (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use.

Accordingly, no acre or parcel of property within the boundaries of the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property. Further, the debt allocation will not be affected.

In accordance with the benefit allocation for Infrastructure improvements in **Table 5**, a Par Debt per Unit has been calculated for each development unit type. This amount represents the per unit debt allocation assuming all anticipated units are built and sold in the planned single family development and the entire proposed CIP for the Westbank Assessment Area is developed and or acquired and financed by the District.

Included on **Table 6** is the legal description of the lands within the District boundaries referred to as the Westbank

Assessment Area which has been assigned debt to the gross acreage within the Westbank Assessment Area.

5.5 True-Up Mechanism – Master Infrastructure

In order to assure that the Westbank Assessment Area debt will not build up on the unsold acres, and to assure that the requirements that the non-ad valorem special assessments for the CIP will be constitutionally lienable on the property will continue to be met, the District shall determine the following:

To assure that there will always be sufficient development potential remaining in the Westbank Assessment Area undivided property to assure payment of debt service after a plat or site plan approval, the following test will be applied. The test is that the debt per acre remaining on the unplatted land is never allowed to increase above its maximum debt per acre level. Initially, the maximum level of debt per acre is calculated as the total amount of debt for the District's CIP for the Westbank Assessment Area divided by the number of assessable acres in the Westbank Assessment Area. In this case, it is \$4,955,000 divided by 67.06 acres equaling \$73,889 per acre. Thus, if the initial debt level is \$73,889 per acre, every time a plat or site plan approval is presented, the debt on the land remaining after the plat or site plan approval must remain at or below \$73,889 per acre. If not, then in order for the Developer to receive a plat or site plan approval from Clay County, the Developer agrees that the District will require a density reduction payment so that the \$73,889 per acre debt level is not exceeded. The actual true-up test will be set forth in each Bond issue.

<p style="text-align: center;">TABLE 1 South Village CDD Westbank Assessment Area Land Use</p>
--

Land Use :	Land Size (Gross Acres)	Percent of Total
Residential Single Family	34.93	52.09%
Wetlands, Open Space, Preservation Area, ROW	4.76	7.10%
Stormwater Ponds	8.00	11.93%
Amenity Parks	10.43	15.55%
Roadways	8.94	13.33%
	<u>67.06</u>	<u>100.00%</u>

Information provided by Hadden Engineering, Inc Capital Improvement
Plan Report dated January 15, 2019.

Prepared By
Governmental Management Services, LLC

<p>TABLE 2</p> <p>South Village CDD</p> <p>Planned Development Program</p> <p>Westbank Assessment Area</p>
--

<u>Development Type :</u>	<u>Number of Planned Units</u>
Residential Single Family	162
Total	<u><u>162</u></u>

Prepared By

Governmental Management Services, LLC

<p>TABLE 3 South Village CDD Westbank Assessment Area Infrastructure Estimated Costs</p>
--

<u>Infrastructure Improvements :</u>	<u>Total Cost Estimates</u>
Engineering/Construction Inspection/Environmental Consultant	\$486,932
Amenity (Lake Park)	\$500,000
Neighborhood Parks/ Monumentation	\$200,000
Roadways/Ponds/Stormwater	\$1,867,112
Utilities - Water/Sewer/Reuse/Electric	\$1,515,328
Lot clearing grading and Fill	\$869,484
Contingency	\$200,456
Total	\$5,639,312

Information provided by Hadden Engineering, Inc Capital Improvement
Plan Report dated January 15, 2019 .

Prepared By
Governmental Management Services, LLC

TABLE 4
South Village CDD
Westbank Assessment Area
Series 2019 Bonds

	Series 2019A Bonds	Series 2019B Bonds	Total
Construction / Acquisition Requirements	\$2,879,340	\$1,530,032	\$4,409,372
Debt Service Reserve Fund (1)	\$55,930	\$0	\$55,930
Capitalized Interest (2)	\$128,979	\$69,813	\$198,792
Cost of Issuance (3)	\$190,751	\$99,624	\$290,375
Rounding	0	\$531	\$531
Total Par	\$3,255,000	\$1,700,000	\$4,955,000

Principal Amortization Installments	30	10	
Interest Rate	5.52%	5.60%	
Par Amount	\$3,255,000	\$1,700,000	\$4,955,000
Maximum Annual Debt Service	\$223,720	\$95,200	\$318,920

(1) The Series 2019A DSRF is based on 1/4 of maximum annual debt service, for the Series 2019B DSRF it is \$0.

(2) Interest capitalized to 11/1/2019.

(3) Includes Underwriter's Discount of 2%.

Prepared By

Governmental Management Services, LLC

TABLE 5
South Village CDD
Series 2019 Par Debt and Debt Service
Allocation

Development Type :	Number of Planned Units	Series 2019A Allocated Par Debt	Series 2019A Par Debt per Unit	Series 2019A Annual Net Assessment Allocated	Series 2019A Annual Gross Assessment Allocated (1)	Series 2019A Annual Net Assessment per Unit	Series 2019A Annual Gross Assessment per Unit (1)	Series 2019B Allocated Par Debt	Series 2019B Par Debt per Unit	Series 2019B Annual Net Assessment Allocated (2)	Series 2019B Annual Net Assessment per Unit (2)
Residential Single Family - lot	162	\$3,255,000	\$20,093	\$223,720	\$237,993	\$1,380.99	\$1,469.09	\$1,700,000	\$10,494	\$95,200	\$587.65
Total		<u>\$3,255,000</u>		<u>\$223,720</u>	<u>\$237,993</u>			<u>\$1,700,000</u>		<u>\$95,200</u>	

(1) Include 2% collection costs of Clay County and maximum early payment discount of 4%.

(2) Will be direct billed to property owner, interest only, until maturity on 5/1/2028.

Prepared By
Governmental Management Services, LLC

TABLE 6 South Village CDD Legal Description of Westbank Assessment Area Lands
--

The 162 Lots reflecting the lands for the Westbank Assessment Area are currently included in folio #18-04-25-00-7953-001-18. The Westbank Assessment Area consist of two parcels with Parcel one being owned by WS WB holding, LLC and Parcel two owned by ES WB Holdings, LLC. The owners of these parcels will enter into a joint trueup agreement.

Legal description for Westbank Assessment Area is attached along with a map depicting such area.

Attachments:

1. A legal description of assessment lands within the District subject to the Westbank Assessment Area Infrastructure lien.
2. Map of Westbank Assessment Area boundaries.

EXPANSION PARCEL

LOTS 1 AND 2, WESTBANK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 65 – 69, OF THE OFFICIAL RECORDS OF CLAY COUNTY, FLORIDA, ALSO DESCRIBED AS:

Lot 1

A parcel of land situated in the South 1/2 of Section 18, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Begin at the southwest corner of said Section 18; thence on the south line thereof, South 89 degrees 52 minutes 53 seconds East, 102 feet to the westerly line of Tynes Boulevard, according to plat thereof recorded in Plat Book — pages — of the public records of said county; thence on said westerly line, run the following 7 courses: 1) North 44 degrees 59 minutes 22 seconds East, 806.19 feet; 2) northeasterly along the arc of a curve concave northwest and having a radius of 410.00 feet, an arc distance of 313.82 feet, said arc being subtended by a chord bearing and distance of North 23 degrees 03 minutes 43 seconds East, 306.22 feet; 3) North 01 degrees 08 minutes 04 seconds East, 824.50 feet; 4) northerly along the arc of a curve concave east and having a radius of 790.00 feet, an arc distance of 458.59 feet, said arc being subtended by a chord bearing and distance of North 17 degrees 45 minutes 52 seconds East, 452.18 feet; 5) northerly along the arc of a curve concave west and having a radius of 710.00 feet, an arc distance of 438.43 feet, said arc being subtended by a chord bearing and distance of North 16 degrees 42 minutes 14 seconds East, 431.50 feet; 6) North 00 degrees 59 minutes 11 seconds West, 129.73 feet; 7) northerly along the arc of a curve concave west and having a radius of 460.00 feet, an arc distance of 21.71 feet to the north line of said South 1/2 of Section 18, said arc being subtended by a chord bearing and distance of North 02 degrees 20 minutes 18 seconds West, 21.71 feet; thence on said north line, South 88 degrees 58 minutes 49 seconds West, 972.65 feet to the west line of said Section 18; thence on said west line, South 00 degrees 08 minutes 16 seconds East, 2,654.25 feet to the point of beginning.

AND

Lot 2

A parcel of land situated in the South 1/2 of Section 18, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the southwest corner of said Section 18; thence on the south line thereof, South 89 degrees 52 minutes 53 seconds East, 113.90 feet to the easterly line of Tynes Boulevard, according to plat thereof, recorded in Plat Book — pages — of the public records of said county and the point of beginning; thence on said easterly line, run the following 7 courses: 1) North 44 degrees 59 minutes 22 seconds East, 726.55 feet; 2) northeasterly along the arc of a curve concave northwesterly and having a radius of 490.00 feet, an arc distance of 375.05 feet, said arc being subtended by a chord bearing and distance of North 23 degrees 03 minutes 43 seconds East, 365.96 feet; 3) North 01 degrees 08 minutes 04 seconds East, 824.50 feet; 4) northerly along the arc of a curve concave easterly and having a radius of 710.00 feet, an arc distance of 412.15 feet, said arc being subtended by a chord bearing and distance of North 17 degrees 45 minutes 52 seconds East, 406.39 feet; 5) northerly along the arc of a curve concave westerly and having a radius of 790.00 feet, an arc distance of 487.83 feet, said arc being subtended by a chord bearing and distance of North 16 degrees 42 minutes 14 seconds East, 480.12 feet; 6) North 00 degrees 59 minutes 11 seconds West, 129.73 feet; 7) northerly along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 21.75 feet to the north line of said South 1/2 of Section 18, said arc being subtended by a chord bearing and distance of North 02 degrees 08 minutes 25 seconds West, 21.75 feet; thence on said north line, North 88 degrees 58 minutes 49 seconds East, 25.42 feet to the west line of those lands described in Official Records Book 3943, page 2182 of said public records; thence on said west line, South 01 degrees 00 minutes 51 seconds East, 440.00 feet to the south line thereof; thence on said south line, North 88 degrees 59 minutes 09 seconds East, 258.00 feet; thence South 31 degrees 00 minutes 07 seconds West, 58.78 feet; thence South 08 degrees 36 minutes 53 seconds East, 533.05 feet; thence South 28 degrees 54 minutes 07 seconds West, 348.41 feet; thence South 05 degrees 52 minutes 53 seconds East, 631.61 feet; thence North 89 degrees 52 minutes 53 seconds West, 186.70 feet; thence South 00 degrees 07 minutes 07 seconds West, 60.00 feet; thence South 16 degrees 07 minutes 09 seconds West, 655.39 feet; thence South 00 degrees 07 minutes 07 seconds West, 40.00 feet to said south line of Section 18; thence on said south line, North 89 degrees 52 minutes 53 seconds West, 800.47 feet to the point of beginning.

TOGETHER FOR A TOTAL OF 67.06 ACRES, MORE OR LESS, IN AREA.

Exhibit C
Maturities and Coupon of Series 2019 Bonds

BOND PRICING

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds, Series 2019
Westbank Project - Phase 6
FINAL NUMBERS

Bond Component	Maturity Date	CUSIP	Amount	Rate	Yield	Price
10 Year Term Bond:	05/01/2029	84060H BE2	580,000	4.750%	4.750%	100.000
20 Year Term Bond:	05/01/2039	84060H AY9	980,000	5.450%	5.450%	100.000
30 Year Term Bond:	05/01/2049	84060H AZ6	1,695,000	5.600%	5.600%	100.000
10 Year Term Bond:	05/01/2028	84060H BC6	1,700,000	5.600%	5.600%	100.000
			4,955,000			

Dated Date	02/07/2019	
Delivery Date	02/07/2019	
First Coupon	05/01/2019	
Par Amount	4,955,000.00	
Original Issue Discount		
Production	4,955,000.00	100.000000%
Underwriter's Discount	-99,100.00	-2.000000%
Purchase Price	4,855,900.00	98.000000%
Accrued Interest		
Net Proceeds	4,855,900.00	

Exhibit D

Sources and Uses of Funds for Series 2019 Bonds

SOURCES AND USES OF FUNDS

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds, Series 2019
Westbank Project - Phase 6
FINAL NUMBERS

Dated Date 02/07/2019
Delivery Date 02/07/2019

Sources:	Capital Improvement Revenue Bonds, Series 2019A	Capital Improvement Revenue Bonds, Series 2019B	Total
Bond Proceeds:			
Par Amount	3,255,000.00	1,700,000.00	4,955,000.00
	3,255,000.00	1,700,000.00	4,955,000.00
<hr/>			
Uses:	Capital Improvement Revenue Bonds, Series 2019A	Capital Improvement Revenue Bonds, Series 2019B	Total
Project Fund Deposits:			
Project Fund	2,879,340.45	1,530,031.55	4,409,372.00
Other Fund Deposits:			
Reserve fund at 25% of MADS	55,930.00		55,930.00
Interest to 11/1/2019	128,978.67	69,813.33	198,792.00
	184,908.67	69,813.33	254,722.00
Delivery Date Expenses:			
Cost of Issuance	125,650.88	66,155.12	191,806.00
Underwriter's Discount	65,100.00	34,000.00	99,100.00
	190,750.88	100,155.12	290,906.00
	3,255,000.00	1,700,000.00	4,955,000.00

Notes:

The Series 2019A Bonds are subject to optional redemption by the Issuer on or after 5/1/2029.

The Series 2019B Bonds are not subject to optional redemption.

Phase I Project Funds in the amount of \$2,702,866 will be deposited to the Series 2019 Acquisition and Construction Account.

Phase II Project Funds in the amount of \$1,706,506 will be deposited to the Series 2019 Restricted Acquisition and Construction Account, with the balance of the Phase II costs to be Developer funded pursuant to the Completion Agreement.

Funds deposited to the Series 2019 Restricted Acquisition and Construction Account will be restricted until such time as the required permits are received for Phase II as provided in the Fourth Supplemental Indenture.

Exhibit E

Annual Debt Service Payment Due on Series 2019 Bonds

BOND DEBT SERVICE

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds, Series 2019A

Period Ending	Principal	Coupon	Interest	Debt Service
11/01/2019			128,978.67	128,978.67
11/01/2020	45,000	4.750%	174,811.25	219,811.25
11/01/2021	50,000	4.750%	172,555.00	222,555.00
11/01/2022	50,000	4.750%	170,180.00	220,180.00
11/01/2023	55,000	4.750%	167,686.25	222,686.25
11/01/2024	55,000	4.750%	165,073.75	220,073.75
11/01/2025	60,000	4.750%	162,342.50	222,342.50
11/01/2026	60,000	4.750%	159,492.50	219,492.50
11/01/2027	65,000	4.750%	156,523.75	221,523.75
11/01/2028	70,000	4.750%	153,317.50	223,317.50
11/01/2029	70,000	4.750%	149,992.50	219,992.50
11/01/2030	75,000	5.450%	146,286.25	221,286.25
11/01/2031	80,000	5.450%	142,062.50	222,062.50
11/01/2032	85,000	5.450%	137,566.25	222,566.25
11/01/2033	90,000	5.450%	132,797.50	222,797.50
11/01/2034	95,000	5.450%	127,756.25	222,756.25
11/01/2035	100,000	5.450%	122,442.50	222,442.50
11/01/2036	105,000	5.450%	116,856.25	221,856.25
11/01/2037	110,000	5.450%	110,997.50	220,997.50
11/01/2038	115,000	5.450%	104,866.25	219,866.25
11/01/2039	125,000	5.450%	98,326.25	223,326.25
11/01/2040	130,000	5.600%	91,280.00	221,280.00
11/01/2041	140,000	5.600%	83,720.00	223,720.00
11/01/2042	145,000	5.600%	75,740.00	220,740.00
11/01/2043	155,000	5.600%	67,340.00	222,340.00
11/01/2044	165,000	5.600%	58,380.00	223,380.00
11/01/2045	170,000	5.600%	49,000.00	219,000.00
11/01/2046	180,000	5.600%	39,200.00	219,200.00
11/01/2047	190,000	5.600%	28,840.00	218,840.00
11/01/2048	205,000	5.600%	17,780.00	222,780.00
11/01/2049	215,000	5.600%	6,020.00	221,020.00
	3,255,000		3,518,211.17	6,773,211.17

BOND DEBT SERVICE

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds, Series 2019B

Period Ending	Principal	Coupon	Interest	Debt Service
11/01/2019			69,813.33	69,813.33
11/01/2020			95,200.00	95,200.00
11/01/2021			95,200.00	95,200.00
11/01/2022			95,200.00	95,200.00
11/01/2023			95,200.00	95,200.00
11/01/2024			95,200.00	95,200.00
11/01/2025			95,200.00	95,200.00
11/01/2026			95,200.00	95,200.00
11/01/2027			95,200.00	95,200.00
11/01/2028	1,700,000	5.600%	47,600.00	1,747,600.00
	1,700,000		879,013.33	2,579,013.33

B.

1.

**AGREEMENT REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT,
INFRASTRUCTURE AND REAL PROPERTY**

THIS ACQUISITION AGREEMENT ("Agreement") is made and entered into this 7th day of February, 2019, by and between:

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and

WB INVESTMENT COMPANY, a Virginia corporation with a mailing address of 14700 Village Square Place, Midlothian, Virginia 23112 ("Master Developer"); and

WS WB HOLDINGS, L.L.C., a Virginia limited liability company, with a mailing address of 14700 Village Square Place, Midlothian, Virginia 23112 ("Lot 1 Landowner,"); and

ES WB HOLDINGS, L.L.C., a Virginia limited liability company, with a mailing address of 14700 Village Square Place, Midlothian, Virginia 23112 ("Lot 2 Landowner" and together with the Master Developer and Lot 2 Landowner, "Developer").

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and being situated entirely within Clay County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, Developer is the owner and/or the developer of all or portion(s) of the lands located within the boundaries of the Development, commonly referred to as the "Westbank Parcel"; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services which are anticipated to be constructed in part by the District and the Developer ("Improvements") as detailed in the *Addendum for the Annexation of Westbank Parcel*, dated January 15, 2019, ("Westbank Improvement Plan"), and the anticipated costs of the Improvements are identified in the Westbank Improvement Plan, which is attached hereto as **Exhibit A**; and

WHEREAS, the District did not have sufficient monies on hand to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and

completion of construction of the infrastructure improvements, facilities, and services ("Work Product"); and

WHEREAS, the District will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the District Improvements described in **Composite Exhibit A** until such time as the District has closed on the sale of its proposed (Clay County, Florida) Capital Improvement Revenue Bonds, Series 2019A, in the principal amount of \$3,255,000 and its South Village Community Development District (Clay County, Florida) Capital Improvement Revenue Bonds, Series 2019B, in the principal amount of \$1,700,000 (together, "Series 2019 Bonds"), a portion of the proceeds of which will be utilized as payment for the Work Product and the District Improvements contemplated by this Agreement; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the District Improvements, which delay would also delay Developer from implementing its planned development program, Developer has commenced, and/or completed and/or caused third parties to commence and complete certain Work Product to enable the District to expeditiously provide the District Improvements; and

WHEREAS, as of each Acquisition Date (as hereinafter defined), Developer desires to convey, or assign as applicable, to the extent permitted, and the District desires to acquire, or take assignment of as applicable, the Work Product, the District Improvements, and the real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements described in **Composite Exhibit A**, if any such conveyances are appropriate ("Real Property"), upon the terms and conditions contained herein; and

WHEREAS, the District and Developer are entering into this Agreement to ensure the timely provision of the District Improvements and completion of the Development.

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 District and Developer agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. ACQUISITION DATE. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the parties may jointly agree upon ("Acquisition Date"). The parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement.

3. ACQUISITION OF WORK PRODUCT. Developer agrees to dedicate to the District at no cost Work Product prepared in connection with the District Improvements. The parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the District Improvements.

A. Developer agrees to convey to the District any and all of its right, title and interest in the Work Product (except as otherwise provided for in this Agreement).

B. Except as otherwise provided for in this Agreement, Developer agrees to release, or assign as applicable, to the District all transferrable right, title, and interest which Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights of Developer in and to the Work Product, including any and all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised if owned by Developer. To the extent determined necessary by the District, Developer shall use good faith efforts to obtain all releases from any professional providing services in connection with the Work Product acquired with the proceeds of the Series 2019 Bonds to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

C. Notwithstanding anything to the contrary contained herein: (i) Developer's conveyance or assignment of the Work Product is made without representation or warranty whatsoever, and Developer shall not be held liable for the Work Product or any defect therein and (ii) Developer reserves a license to use the Work Product as set forth below, including reliance upon and enforcement thereof. The District agrees to seek recovery for any loss with respect to the Work Product from any person or entity who created the Work Product or who has provided an applicable warranty that has been assigned to the District pursuant to Section 3(D) of this Agreement.

D. Developer agrees to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, any transferable warranty for the person or entity who created the Work Product which is in favor of Developer that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

E. The District hereby grants to Developer, and Developer hereby reserves, access to and the right to use the Work Product, without the payment of any fee by Developer. However, to the extent Developer's access to and use of the Work Product causes the District to incur any de minimus cost, such as copying costs, Developer agrees to pay such cost or expense.

4. ACQUISITION OF DISTRICT IMPROVEMENTS. The Developer may construct Improvements identified in Composite Exhibit A. To the extent it has funds available, the District agrees to acquire those portions of the District Improvements which were undertaken by Developer prior to the issuance of the District's Series 2019 Bonds. When a portion of the District Improvements is completed and ready for conveyance by Developer to the District, Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Developer agrees to provide, at or prior to each Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as special warranty deeds, bills of sale, or such other instruments necessary to convey such portion of the District Improvements as may be reasonably requested by the District in accordance (but not in

conflict) with this Agreement, and (iii) any other reasonable releases or documentation as may be reasonably requested by the District or Developer in accordance (but not in conflict) with this Agreement. Any real property interests necessary for the functioning of the District Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5. The District Engineer in consultation with Counsel shall determine in writing whether or not the infrastructure to be conveyed is a part of the District Improvements contemplated by the Engineer's Report, and if so, shall provide Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 3 above. The District's Manager ("District Manager") shall determine, in writing, whether the District has, based on Developer's estimate of cost, sufficient unencumbered funds to acquire the improvement.

A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third party governmental body, then Developer agrees to cooperate and provide such certifications or documents as may reasonably be required by that governmental body, if any.

B. The District Engineer shall certify as to the actual cost of any improvement, and the District shall pay no more than the actual cost incurred, as determined by the District Engineer.

C. Developer agrees to cooperate fully in the transfer of any permits to the District or any governmental entity with maintenance obligations for any District Improvements conveyed pursuant to this Agreement.

5. OMITTED.

6. CONVEYANCE OF REAL PROPERTY.

A. **Conveyance.** Developer agrees that it will convey, or cause to be conveyed, at no cost to the District, at or prior to each Acquisition Date as reasonably determined by the District and Developer, by a special warranty deed (or, if less than a fee estate, by easement or other instrument) reasonably acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the lands (or less interest therein) upon which the District Improvements are constructed or which are necessary for the operation and maintenance of, and access to the District Improvements. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the District Improvements are constructed as the District deems acceptable. Such special warranty deed (or, if less than fee estate, other instrument) shall be subject to a reservation by Developer of its right and privilege to use the area conveyed and/or grant to third parties the right to construct the District Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof. Developer shall pay all required closing costs (i.e., documentary stamps) if any, for the conveyance of the lands upon which the District Improvements are constructed. Developer shall be responsible for all taxes and assessments levied on the lands upon which the District Improvements are constructed until such

time as Developer conveys all said lands to the District. At the time of conveyance, and if desired by the District, the District shall provide, at its expense, an owner's title insurance policy or obtain an opinion of title in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the Developer shall have the right but not the obligation to cure such defects at no expense to the District, failing which the District shall have the right to not acquire such land or interest therein, as the case may be.

B. Boundary or Other Adjustments. Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any third-party transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other third-party transfer costs.

7. TAXES, ASSESSMENTS, AND COSTS.

A. Taxes, assessments and costs resulting from Agreement. Developer agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise) and non-ad valorem assessments which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the parties entering into this Agreement, if any, whether such taxes or assessments are imposed upon the District's property or property interest, or Developer's property or property interest. As to any parcel conveyed by Developer pursuant to this Agreement, the potential obligations of Developer to pay such taxes, assessments, and indemnity that may be incurred as a result of the parties entering into this Agreement shall terminate one (1) year after conveyance of such parcel. Notwithstanding the foregoing, the parties represent to each other that they are not aware of any such taxes or assessments imposed upon the District as of the Effective Date of this Agreement.

B. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, Developer agrees to reserve an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

(i) If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, Developer agrees to reimburse the District for payment, or pay on its behalf, the prorated portion of any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed. For example, if the District acquires property in January 2019, Developer shall escrow with the District the pro rata amount of taxes due for the tax bill payable in February 2019. If any additional taxes are imposed on the District's property in 2018-2019 for a period which property was owned by Developer, then Developer agrees to reimburse the District

for that additional amount.

(ii) Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

C. Notice. The parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection B above. Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that Developer fails to make timely payment of any such taxes or costs, Developer acknowledges the District's right to make such payment. If the District makes such payment, Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

D. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

8. DEFAULT. A default by either party under this Agreement, which continues for a period of thirty (30) days after notice of such default, 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 and/or, if applicable, specific performance.

9. ENFORCEMENT OF AGREEMENT. In the event that either of the parties is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other party, in addition to all other relief granted or awarded, all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, appellate proceedings and post-judgment collection proceedings.

10. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Developer relating to the subject matter of this Agreement.

11. 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 all parties hereto.

12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Developer. The District and Developer have complied with all the requirements of law. The District and Developer have full power and authority to comply with the terms and provisions of this instrument.

13. NOTICES. As WB Investment Company is sole Member of the Lot 1 Landowner and Lot 2 Landowner, the parties agree that notice to WB Investment Company shall serve as sufficient notice as to the Lot 1 Landowner and Lot 2 Landowner. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: South Village Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Katie S. Buchanan

B. If to Developer: WB Investment Company
14700 Village Square Place
Midlothian, Virginia 23112
Attn: Roger S. Arrowsmith

With a copy to: Thomas E Carr & Associates, P.C.
3046 Plaza Blanca
Santa Fe, New Mexico 87507
Attn: Thomas Carr

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 United States government shall not be regarded as business days. Counsel for the District and counsel for Developer may deliver Notice on behalf of the District and Developer. Any parties or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth in this Agreement.

14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Developer as an arm's length transaction. All 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, all parties are deemed to have

drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and Developer 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 to the sole benefit of and shall be binding upon the District and Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any holders of bonds issued by the District for the purpose of acquiring any Work Product, real property, or portion of the District Improvements.

16. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either parties only upon the written consent of the other, which consent shall not be unreasonably withheld.

17. 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. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida.

18. EFFECTIVE DATE. This Agreement shall be effective upon its execution by the District and Developer.

19. TERMINATION. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Series 2019 Bonds.

20. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

21. 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.

22. LIMITATIONS ON GOVERNMENTAL LIABILITY. 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 for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

23. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

24. 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.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:

**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

WB INVESTMENT COMPANY

Print Name: _____

Roger S. Arrowsmith, President

WITNESS:

WS WB HOLDINGS, L.L.C., by WB
Investment Company, its sole Member

Print Name: _____

Roger S. Arrowsmith, President

WITNESS:

ES WB HOLDINGS, L.L.C., by WB
Investment Company, its sole Member

Print Name: _____

Roger S. Arrowsmith, President

Composite Exhibit A: Improvement Plan

EXHIBIT A

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT

ADDENDUM FOR THE ANNEXATION OF WESTBANK PARCEL

Prepared for
**Board of Supervisors
South Village Community Development District**

Prepared by
**HADDEN ENGINEERING, INC.
POST OFFICE BOX 9509
FLEMING ISLAND, FL. 32006-0030
Contact: 904-868-7057**

Keith I. Hadden, P.E.
keithhadden@haddeneng.com

Florida Registration No. 36832

January 15, 2019



OVERVIEW

This Addendum updates the South Village Community Development District Improvement Plan dated January 5, 2005, which described the District's location, then-current development status, and proposed improvement plan ("Improvement Plan"). The initial Improvement Plan included the construction of transportation improvements; water, sewer, and re-use facilities; stormwater management facilities; entry features, landscaping, and signage; recreational improvements including an amenity center and neighborhood parks (the "Existing Improvements").

Currently, the South Village Community Development District consists of the Eagle Landing Development, shown on *Exhibits A & B*.

In addition to the Eagle Landing Development, on October 23, 2018, the Clay County Board of County Commissioners approved Ordinance No. 2018-47, which expanded the boundaries of the South Village CDD to include a parcel of land known as the "WESTBANK PARCEL" shown on *Exhibit C*, aka, Phase 6.

The Westbank parcel contains approximately 67.06 acres, bisected by Phase 2 of TYNES BLVD., which is currently under construction.

Note:

Tynes – Phase 1A was accepted by Clay County in December 2018.

Tynes – 1b & 2 are currently under construction and are scheduled for completion by June, 2019.

LAND USE TABLE

Land Use:	Land Size (Gross Acres)	Percent of Total
Residential Single Family	34.93	52.09%
Wetlands, Open Space, Preservation Area, ROW	4.76	7.10%
Storm Water Ponds	8.00	11.93%
Amenity Parks	10.43	15.55%
Roadways	8.94	13.33
TOTALS	67.06	100 %

This new parcel Shown on *Exhibit D*, will be developed as:

- 162 single family lots
- several neighborhoods
- shade structures
- a volleyball court
- a dog park
- a pier
- a fountain in an existing lake
- a building with bathrooms
- a parking lot
- landscaping

Exhibit E shows the relative location of the Westbank Parcel in relation to the Eagle Landing Development and the Armstrong Residential Community, which is a part of the adjacent Armstrong Community Development District.

PRELIMINARY OPINION OF PROBABLE COSTS

The estimated cost of the improvements to the Westbank Parcel is anticipated to be approximately \$ 5,639,312.00.

Table 1 summarizes the improvements and their estimated costs.

TABLE 1. SUMMARY OF COSTS¹

CDD PUBLIC INFRASTRUCTURE COSTS:	Phase 1	Phase 2
Design	\$231,598	\$ 255,334
Lake Park (Amenity Area)	500,000	0
Neighborhood Parks	80,000	40,000
Neighborhood Monuments (Signage)	48,000	32,000
Roads, Ponds and Stormwater System	968,903	898,209
Utilities (Water, Sewer, Reuse and Electric)	825,834	689,494
Construction Contingency	48,531	151,925
Phase Total	\$2,702,866	\$2,066,962
CDD BOND FUNDED TOTAL :	\$4,769,828	

DEVELOPER FUNDED COSTS:

	Phase 1	Phase 2
Lot Clearing, Filling & Grading	\$360,273	\$509,211
DEVELOPER FUNDED TOTAL	\$ 869,484	

TOTAL ESTIMATED COSTS:	\$5,639,312
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¹ This estimate of construction costs is an estimate only and not a guaranteed maximum price. Fluctuations in costs are expected depending upon labor market, cost of equipment and materials, and construction processes necessary to complete the work.

- Note: final numbers may have the Developer funding the balance of CDD costs not funded by the Bonds, in order to bring the Bonds and assessments within the parameters approved by the SVCDD Board.

**TABLE 2. INFRASTRUCTURE OWNERSHIP
FOR WESTBANK PARCEL**

COMPONENT	OWNER	RESPONSIBLE FOR O&M
ROADS	Clay County Board of County Commissioners	Clay County Board of County Commissioners
STORM PIPES IN RIGHT OF WAY	Clay County Board of County Commissioners	Clay County Board of County Commissioners
OTHER STORM PIPES	South Village Community Development District	South Village Community Development District
PONDS	South Village Community Development District	South Village Community Development District
POTABLE WATER	Clay County Utility Authority	Clay County Utility Authority
RECLAIMED WATER	Clay County Utility Authority	Clay County Utility Authority
SANITARY SEWER	Clay County Utility Authority	Clay County Utility Authority
ELECTRIC	Clay Electric Cooperative, Inc.	Clay Electric Cooperative, Inc.
PARKS	South Village Community Development District	South Village Community Development District

SYSTEM IMPROVEMENTS

The system of Neighborhood Improvements includes an internal roadway system to provide access throughout the residential area of the District will be constructed to Clay County standards. This roadway system will connect to the existing system within the District. Upon completion of the improvements, the District expects to convey the roadways to Clay County. Also included in these improvements are the stormwater management system, sanitary sewer system, potable water distribution system, and the underground electric system.

Permitting for the Neighborhood Improvements outlined in this plan is ongoing. Jurisdictional wetland delineation for the entire District has been completed and accepted by the St. Johns River Water Management District (SJRWMD). The U.S. Army Corps of Engineers (USACOE) and SJRWMD construction permit applications have been submitted for the entire property within the District. The construction plans have been submitted for review and permitting by Clay County Utility Authority (CCUA) and Clay County Engineering.

SUMMARY OF DEVELOPMENT PERMITS

Regulatory Agency	Type of Permit	Permit No.	Status
St. Johns River WMD	PHASE 1: Environmental Resource Permit	65850-178	Approved 1/4/19 Expires: 1/4/22
St. Johns River WMD	PHASE 2: Environmental Resource Permit	N/A	Anticipated Application: 2/4/19 Anticipated Issuance: 8/4/19
Clay County	PHASE 1: Development Plans	Pre-Construction Conference 1/9/19	Approved 1/9/19 Expires 1/9/21
Clay County	PHASE 2: Development Plans		Anticipated: Application 2/4/19 Anticipated PreCon 9/19
U.S. Army Corps of Engineers	PHASE 1: Wetland Impact	SAJ-2018-02194 (NWRPR)	Issued 9/13/18 Expires: 3/18/22
U.S. Army Corps of Engineers	PHASE 2: Wetland Impact	N/A	Applied 12/2018 Anticipated Issuance 6/19
Clay County Utility Authority	PHASE 1: Developer Agreement	Water PW1124-838 Sewer DW2206-839	Issued: 12/18/18 Expires: 12/18/20 Issued 12/18/18 Expires 12/18/20
Clay County Utility Authority	PHASE 2: Developer Agreement	N/A	Anticipated Application 2/4/19 Anticipated Issuance 4/19

The infrastructure contained in this Addendum reflects the present intentions of the South Village Community Development District. However, the Improvement Plan may be subject to modification in the future. The implementation of any improvement outlined within the Plan requires final approval by the South Village Community Development District Board of Supervisors.



It is my opinion, that there are no technical reasons existing at this time which would prohibit implementation of the plans of the District for Phase 6 as presented in the Summary of Costs (Table 1), subject to continued compliance with all County and regulatory agency requirements and permit issuance.

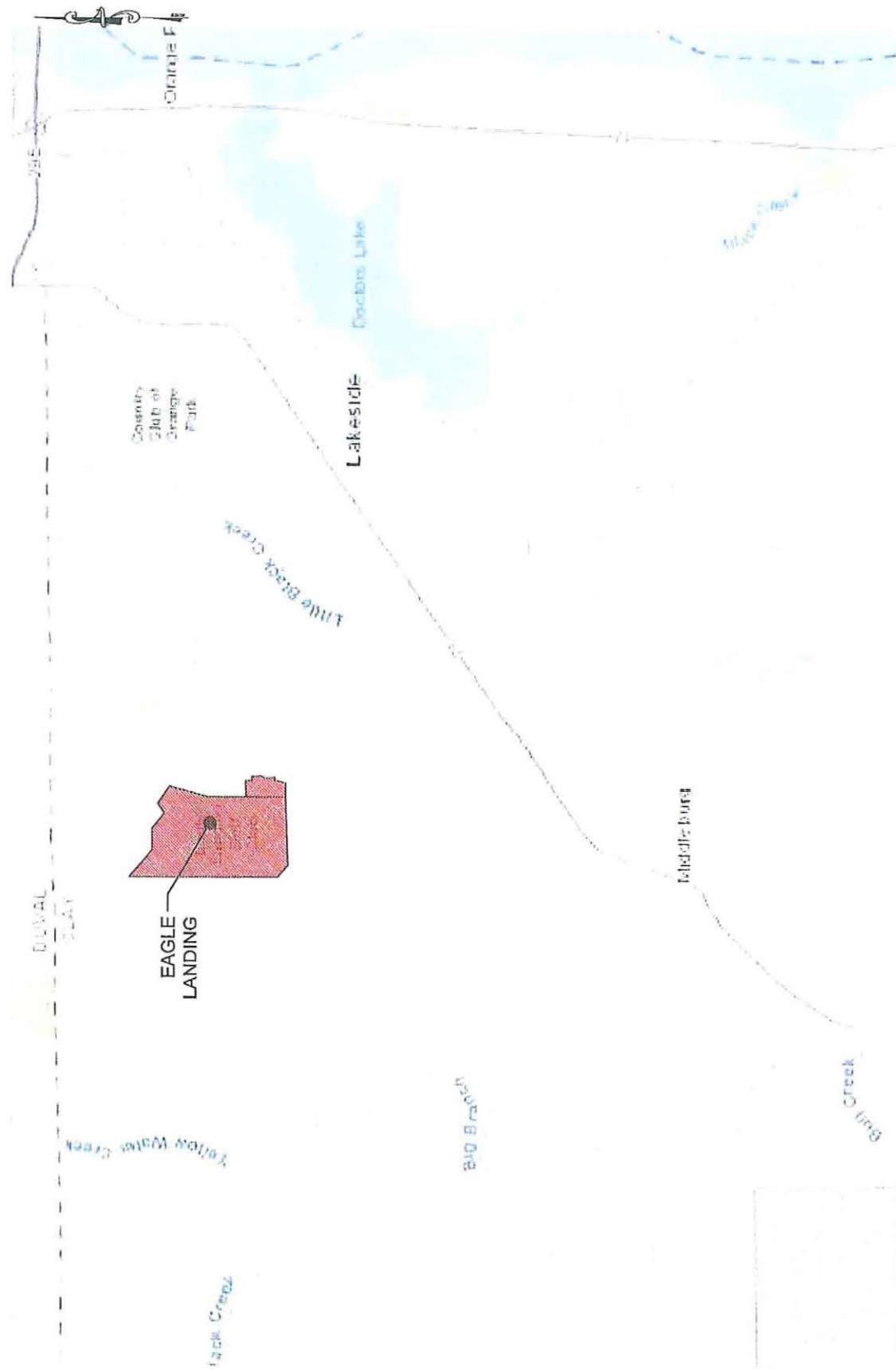
BASIS OF COST ESTIMATES:

The following is the basis for the infrastructure cost estimates:

- ❖ Water and Sewer facilities are designed in accordance with CCUA and DEP standards.
- ❖ Master Stormwater design was prepared in accordance with SJRWMD requirements.
- ❖ Jurisdictional wetland determinations have been completed for this project. Wetland impacts and the required mitigation have been defined for this project by permit conditions established by the SJRWMD.
- ❖ Costs utilized for paving, grading, water, sewer, and stormwater were obtained from the historical cost data for other projects of similar scope.
- ❖ Cost estimates for the transportation, stormwater, water distribution, and sanitary sewer systems contained in this report have been prepared based on historical bid information for bids received for the construction of similar single-family subdivisions.
- ❖ Cost estimates for electric costs are based on the per lot prices for installation, obtained from Clay Electric, including street lights.

JAN. 15, 2019
DATE:



Keith I. Hadden, P.E.
HADDEN ENGINEERING, INC.



HEI HADDEN ENGINEERING, INC.
 CONSULTING ENGINEERS - LAND PLANNING - ENVIRONMENTAL PERMITTING
 P.O. BOX 1509
 FLEMING, MISSOURI 65203
 PHONE (804) 289-9999
 CERTIFICATION OF AUTHORIZATION #28075

EXHIBIT "B"
 CLAY COUNTY

SOUTH VILLAGE CDD

Live Oak

Live Oak Ln Live Oak Ln

EAGLE
LANDING

WESTBANK

Haverwood Rd

Brown Rd

Discovery Dr
Challenger Dr

Kindlewood Dr

Oakleaf
Community
Park

Canopy Oaks Dr



HEI HADDEN ENGINEERING, INC.
CONSULTING ENGINEERS • LAND PLANNERS • ENVIRONMENTAL PERMITTING
P.O. BOX 9509
FLEMING ISLAND, FL 32063
PHONE: (904) 259-9999
CERTIFICATION OF AUTHORIZATION #26075

EXHIBIT "C"
EAGLE LANDING AND WESTBANK

SOUTH VILLAGE CDD

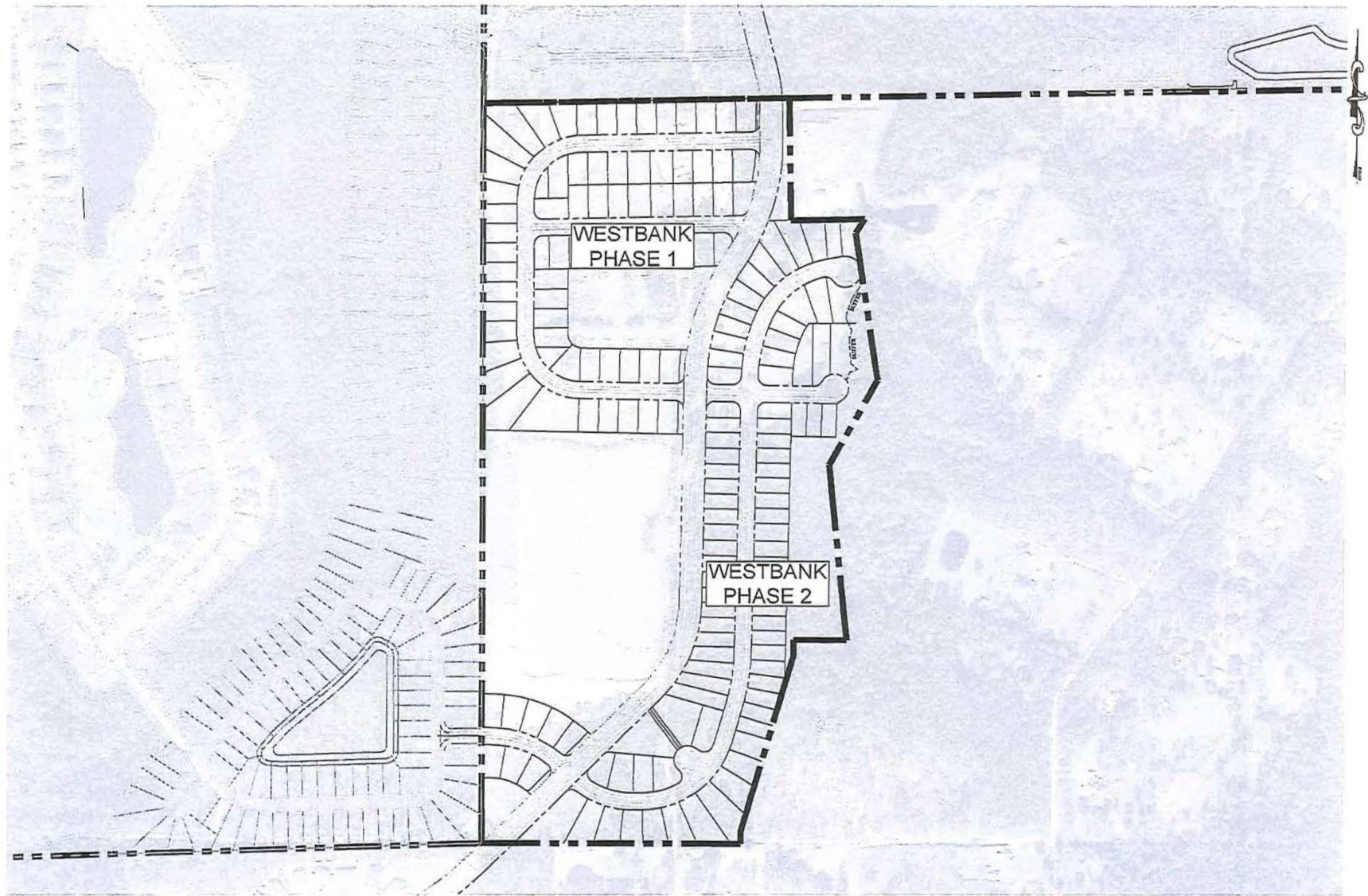
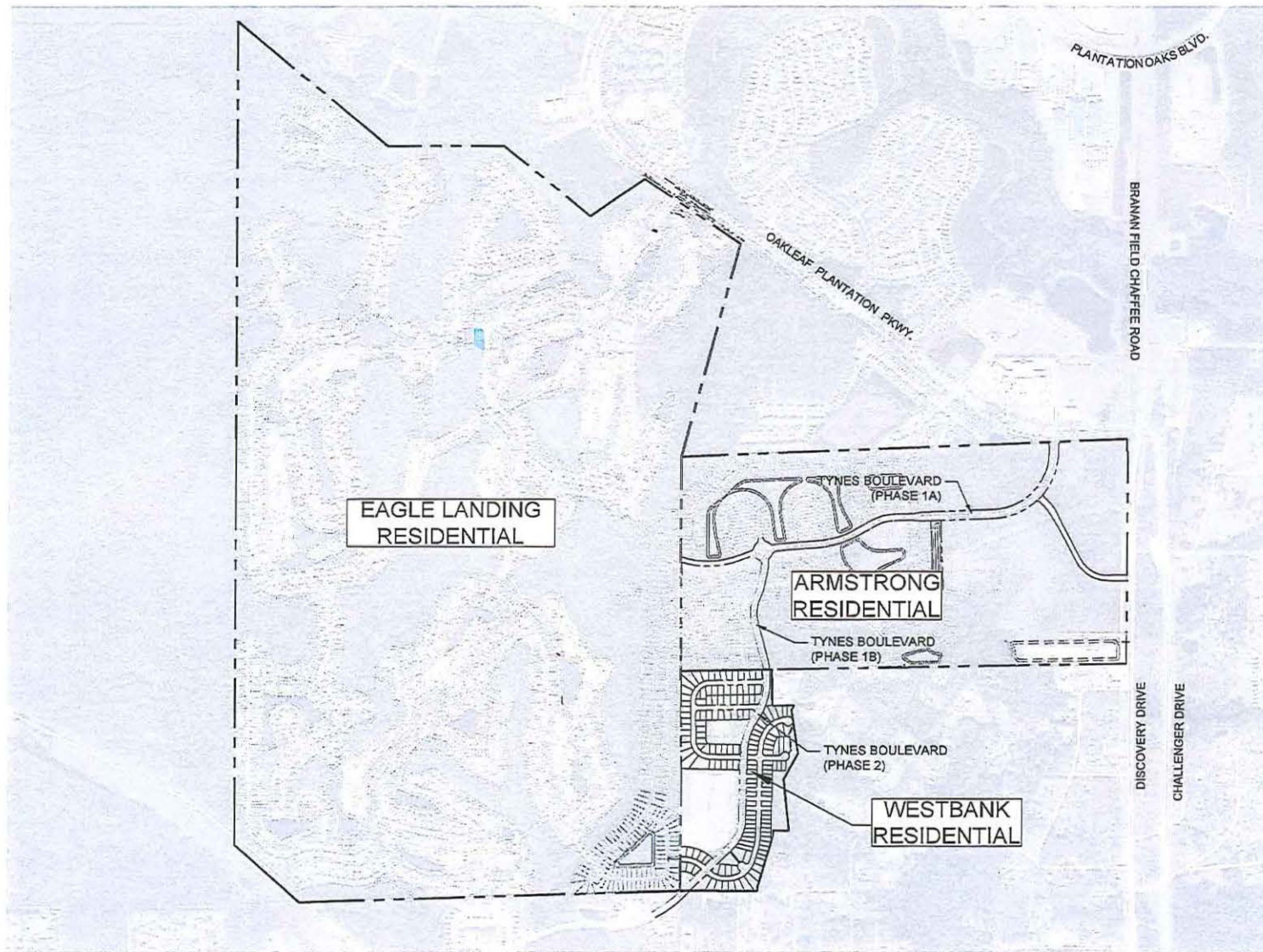


EXHIBIT "D"
WESTBANK RESIDENTIAL

SOUTH VILLAGE CDD



HEI **HADDEN ENGINEERING, INC.**
 CONSULTING ENGINEERS • LAND PLANNING • ENVIRONMENTAL PERMITTING
 P.O. BOX 9509
 FLEMING ISLAND, FL 32003
 PHONE: (904) 269-9999
 CERTIFICATION OF AUTHORIZATION #25075

EXHIBIT "E"
OVERALL RESIDENTIAL

SOUTH VILLAGE CDD

2.

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

(This space reserved for Clerk)

Katie S. Buchanan, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS

SERIES 2019 BONDS

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS
("Assignment") is made and entered into this 7th day of February, 2019, by:

WS WB HOLDINGS, L.L.C., a Virginia limited liability company, with a mailing address of 14700 Village Square Place, Midlothian, Virginia 23112 ("Lot 1 Landowner");

ES WB HOLDINGS, L.L.C., a Virginia limited liability company, with a mailing address of 14700 Village Square Place, Midlothian, Virginia 23112 ("Lot 2 Landowner" and together with Lot 1 Landowner, "Landowners"); and

WB INVESTMENT COMPANY, a Virginia corporation, with a mailing address of 14700 Village Square Place, Midlothian, Virginia 23112 ("Developer" and together with Landowners, "Assignor"), and is in favor of

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District" or "Assignee").

RECITALS

WHEREAS, the District was established by the ordinance adopted by the Board of County Commissioners in and for Clay County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("Act"), for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

WHEREAS, the Developer is currently the developer of the project known as Westbank, located within the boundaries of the District; and

WHEREAS, Landowners are the owners of certain developable lands within the boundaries of the District, which lands are described in **Exhibit A** attached hereto ("Lands"); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services which are anticipated to be constructed in part by the District and the Developer, as detailed in the *Addendum for the Annexation of Westbank Parcel*, dated January 15, 2019 ("Improvement Plan"); and

WHEREAS, the Improvement Plan identifies the total infrastructure costs in the amount of approximately \$5,639,312; and

WHEREAS, the District intends to finance a portion of the infrastructure improvements as identified in the Improvement Plan ("Series 2019 Project"), which specifically benefits the Lands, through the anticipated issuance of its South Village Community Development District (Clay County, Florida) Capital Improvement Revenue Bonds, Series 2019A, in the principal amount of \$3,255,000 and its South Village Community Development District (Clay County, Florida) Capital Improvement Revenue Bonds, Series 2019B, in the principal amount of \$1,700,000 (together, "Series 2019 Bonds"); and

WHEREAS, pursuant to Resolutions 2019-01, 2019-02, 2019-06, and 2019-08 ("Assessment Resolutions"), the District imposed special assessments on the Lands ("Series 2019 Assessments") to secure the repayment of the Series 2019 Bonds; and

WHEREAS, the Developer and Landowners are affiliated entities and, together or separately, have acquired, or hereafter may acquire, certain rights ("Development and Contract Rights") in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter affect the Lands and the Improvement Plan (collectively, "Contract Documents"); and

WHEREAS, the District and the Assignor anticipate developing the Lands consistent with the Improvement Plan and the *Final Numbers - Supplemental Special Assessment Methodology Report for the Westbank Assessment Area*, dated January 25, 2019 ("Assessment Report"), until such time as the platting of the Westbank Assessment Area and the payment of any true-up amounts due ("Development Completion"); and

WHEREAS, in the event of default in the payment of the Series 2019 Assessments securing the Series 2019 Bonds and the passage of any applicable cure period without cure being made, the District has certain remedies with respect to the lien of the Series 2019 Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law ("Remedial Rights"); and

WHEREAS, as an inducement to the District to issue the Series 2019 Bonds, it is necessary to require the assignment of the Development and Contract Rights for the Lands to complete the Improvement Plan as anticipated by and at substantially the densities and intensities envisioned in the Improvement Plan and the Assessment Report; and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Lands as anticipated and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of either the Developer or the Landowners to pay the Series 2019 Assessments levied against the Lands owned by the Assignor which failure is not cured within any applicable cure period; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment; and

WHEREAS, because the Developer and the Landowners are affiliated entities that are working together to develop Westbank, the Developer and Landowners hereby agree to be jointly and severally liable should the District be required to exercise its Remedial Rights, with each agreeing to the assignment of their respective Development & Contract Rights upon the default of either or both entities; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Lands, any and all affiliated entities or successors-in-interest to the Lands shall be subject to this Assignment, which shall be recorded in the Official Records of Clay County, Florida, except as set forth in this Assignment; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Lands; and

WHEREAS, absent this Assignment becoming effective and absolute, it shall automatically terminate upon the occurrence of certain events described herein.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Assignment.

2. COLLATERAL ASSIGNMENT.

A. In the event of Assignor's default in the payment of Series 2019 Assessments securing the Series 2019 Bonds, the Assignor hereby agrees to unconditionally collaterally assign to Assignee or its designee, and to the extent assignable, and to the extent that they are owned or controlled by the Developer, the Landowners, or any one or more of them, all of its Development and Contract Rights as security for Assignor's payment and performance and discharge of its obligation to pay the Series 2019 Assessments levied against the Lands; provided, however, that such assignment is and shall be non-exclusive to the extent that any of the Development and Contract Rights pertain to lands or entitlements other than those included

within or attributable to the Lands. Notwithstanding any contrary terms in this Assignment: the Development and Contract Rights exclude (x) any portion of the Development and Contract Rights which relate solely to lots which have been conveyed to homebuilders or end-users effective as of such conveyance, and (y) any portion of the Development and Contract Rights which relate solely to any portion of the Lands which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to Clay County, State of Florida, Assignee, any homebuilder, any utility provider, governmental or quasi-governmental entity, any applicable homeowner's or property owner's association or other governing entity or association as may be required by the Development and Contract Rights (each a "Prior Transfer"), in each case effective as of such transfer, conveyance and/or dedication, as applicable. Subject to the foregoing, the Development and Contract Rights shall include, without limitation, the items listed in subsections (i) through (xi), the following:

- (i) Any declaration of covenants of a homeowner's association governing the Lands, as recorded in the Official Records of Clay County, Florida, and as the same may be amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options controlled by the "Landowners" or "Declarant" thereunder.
- (ii) Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, and other improvements to or affecting the Lands.
- (iii) Preliminary and final plats and/or site plans for the Lands.
- (iv) Architectural plans and specifications for buildings and other improvements to the Lands.
- (v) Permits, approvals, agreements, resolutions, variances, licenses, and franchises, and applications therefor, whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of the Lands and construction of improvements thereon other than those associated with homebuilding or home construction.
- (vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the Lands or the construction of improvements thereon other than those associated with homebuilding and home construction, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.
- (vii) Franchise or other agreements for the provision of water and waste water service to the Lands, and all hook-up fees and utility deposits paid by the Developer or the Landowner in connection therewith.
- (viii) Permit fees, impact fees, deposits and other assessments and impositions paid by the Developer or the Landowners to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to the

Developer or the Landowners from any governmental authority or utility provider to the extent that the improvements for which such credits are granted were financed by Assignee, including credit for any dedication or contribution of the Lands by the Developer or the Landowners in connection with the development of the Lands or the construction of improvements thereon.

(ix) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to the Developer or the Landowners arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

B. This Assignment is not intended to and shall not impair or interfere with the development of the Lands, including, without limitation, any purchase and sale agreements for platted lots ("Builder Contracts"), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Developer or the Landowners to pay the Series 2019 Assessments levied against the Westbank Assessment Area owned by the Assignor, if such failure remains uncured after passage of any applicable cure period; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment.

C. If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment of the Series 2019 Bonds in full; (ii) Development Completion; (iii) upon a Prior Transfer but only to the extent of such transfer; or (iv) transfer of any portion of the platted Lands to a homebuilder or end-user but only as to such portion transferred, from time to time ("Term"). At the Developer or the Landowners' request from time to time, District and Landowners will record a notice or other appropriate instrument in the Official Records of Clay County, Florida, confirming the end of the Term or the release of any property encumbered by this Assignment (and any other instrument encumbering the property of Landowners), subject to the reasonable approval of the District and subject to conformance with Series 2019 Project and documents applicable thereto.

3. ASSIGNOR WARRANTIES. Assignor represents and warrants to Assignee that, subject to the Builder Contracts now or hereafter executed by Developer pursuant to the terms of the Builder Contracts:

A. To the actual knowledge of Assignor, Assignor has not done any act or omitted to do any act which will prevent Assignee from, or limit Assignee in, acting under any of the provisions hereof.

B. To the actual knowledge of Assignor, there is no material default under the terms of the existing Contract Documents, subject to any notice and cure periods, and all such Contract Documents remain in full force and effect.

C. Assignor is not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

D. No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

E. Any transfer, conveyance or sale of the Lands other than a Prior Transfer shall subject any and all affiliated entities or successors-in-interest of the Landowner to this Assignment.

4. ASSIGNOR COVENANTS. Assignor covenants with Assignee that during the Term (as defined above):

A. Assignor will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to Assignee of any claim of material default relating to the Development and Contract Rights given to or by Assignor, together with a complete copy of any such claim.

B. The Development and Contract Rights include all of Assignor's right to modify the Development & Contract Rights, to terminate the Development & Contract Rights, and to waive or release the performance or observance of any obligation or condition of the Development & Contract Rights; provided that no such modification, termination, waiver or release affects any of the Development & Contract Rights which pertain to lands outside of the District not relating to development of the Lands.

C. Assignor agrees to perform any and all actions necessary and use good faith efforts relating to any and all future creations, changes, extensions, revisions, modifications, substitutions, and replacements of the Development and Contract Rights.

D. In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Assignor or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Assignor, Assignor shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred twenty (120) days.

5. ASSIGNEE OBLIGATIONS. Nothing herein shall be construed as an obligation on the part of the Assignee to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion, nor shall any provision hereunder be construed to place any liability or obligation on Assignee for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

6. EVENT(S) OF DEFAULT. Any breach of the Developer or the Landowners of the warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, or the failure by the Developer or the Landowners to timely pay Series 2019 Assessments levied and imposed upon lands owned by Assignor, shall, after the giving of notice and an opportunity

to cure (which cure period shall not be less than sixty (60) days, and shall not be construed to extend any other cure periods provided hereunder, unless Assignee, in its sole discretion, agrees to a longer cure period) constitute an Event of Default ("Event of Default") under this Assignment.

7. REMEDIES UPON EVENT OF DEFAULT. Upon an Event of Default, Assignee or Assignee's designee may, as Assignee's sole and exclusive remedies under this Assignment (and separate and apart from any Remedied Rights or other rights provided by law), take any or all of the following actions, at Assignee's option:

A. Perform any and all obligations of Assignor relating to the Development and Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could;

B. Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights; and/or

C. Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of the Lands or the performance of Assignor's obligations under the Contract Documents. Neither entry upon and taking possession of the Lands nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by Assignor to Assignee, or prohibit the taking of any other action by Assignee under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security.

D. To be effective upon the occurrence of an Event of Default, and after Assignor's receipt of a demand notice from Assignor following an Event of Default, Assignor will use reasonable, good faith efforts: (i) at the sole cost and expense of Assignor, to enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed; and (ii) appear in and defend any action involving the Contract Documents or the obligations or liabilities of Assignor or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after Assignor's receipt of a demand notice from Assignee following an Event of Default, Assignor will neither modify the terms of the Contract Documents in any material respect (unless required to do so by the terms thereof or to comply with documents executed in connection with the issuance of the Series 2019 Bonds) nor waive or release any person from the performance of any obligation to be performed under the terms of the Contract Documents or from liability on account of any warranty given by such person, without the prior consent of Assignee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Assignor will not at any time take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affect the rights of the District and the District's bondholders.

8. JOINT AND SEVERAL LIABILITY. The Developer and the Landowners agree that they are each jointly and severally liable for, and unconditionally guarantees to the District, performance of the obligations set forth in this Agreement. This Agreement is provided

regardless of whether the Series 2019 Assessments are levied on the Lands, it being acknowledged that the Lands benefit from the Improvement Plan, as financed by the Series 2019 Bonds and secured by the Series 2019 Assessments.

9. AUTHORIZATION. Upon the occurrence and during the continuation of an Event of Default, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor.

10. SECURITY AGREEMENT. Subject to the terms of this Assignment, this Assignment shall be a security agreement between Assignor, as the debtor, and Assignee, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code ("Code"), and Assignor grants to Assignee a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, Assignee shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

11. SUCCESSORS; THIRD PARTY BENEFICIARIES. This Assignment is solely for the benefit of the District, the Developer and the Landowners and no right or cause of action shall accrue upon or by reason to, or for the benefit of any third party not a formal party to this Assignment. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person or entity other than the District, the Developer and the Landowners any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District, the Developer and the Landowners and their respective representatives, successors, and assigns subject to the provisions hereof regarding the automatic release of such respective portion of the Lands upon a Prior Transfer thereof. Notwithstanding the foregoing, the Trustee for the Series 2019 Bonds, on behalf of the Series 2019 Bondholders, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Assignor's obligations hereunder. The Trustee has assumed no obligations hereunder.

12. ENFORCEMENT. In the event that any party is required to enforce this Assignment by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The Developer and the Landowners shall be jointly liable for all fees and costs due to the District.

13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Assignment may be made only by an instrument in writing which is executed by the District, the Developer and the Landowners.

14. AUTHORIZATION. The execution of this Assignment has been duly authorized by the appropriate body or official of the District, the Developer and the Landowners; the District, the Developer and the Landowners have complied with all the requirements of law with respect to the executories of this Assignment; and the District, the Developer and the Landowners have full power and authority to comply with the terms and provisions of this instrument.

15. NOTICES. All notices, requests, consents and other communications under this Assignment ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: South Village Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Katie S. Buchanan

B. If to Landowners or Developer: WB Investment Company
14700 Village Square Place
Midlothian, Virginia 23112
Attn: Roger Arrowsmith

With a copy to: Thomas E. Carr & Associates, P.C.
3046 Plaza Blanca
Santa Fe, New Mexico 87507
Attn: Thomas Carr

Except as otherwise provided in this Assignment, 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 Assignment 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 District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowners. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

16. ARM'S LENGTH TRANSACTION. This Assignment has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a

dispute concerning the interpretation of any provision of this Assignment, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

17. APPLICABLE LAW AND VENUE. This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Assignment shall be in Clay County, Florida.

18. PUBLIC RECORDS. The Assignor understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

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

20. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment 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 Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

22. COUNTERPARTS. This Assignment 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.

23. EFFECTIVE DATE. This Agreement shall be effective February 7, 2019.

IN WITNESS WHEREOF, the parties execute this Agreement as set forth below.

WITNESSES:

WS WB HOLDINGS, L.L.C., by WB
Investment Company, its sole Member

Witness Signature
Printed Name: _____

By: _____
Roger S. Arrowsmith
President

Witness Signature
Printed Name: _____

STATE OF _____
COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Roger S. Arrowsmith, President of WB Investment Company, sole Member of WS WB Holdings, L.L.C., who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entities and was identified in the manner indicated below.

Witness my hand and official seal in the County of _____ and State of _____ this _____ day of _____, 2019.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

WITNESSES:

ES WB HOLDINGS, L.L.C., by WB
Investment Company, its sole Member

Witness Signature
Printed Name: _____

By: _____
Roger S. Arrowsmith
President

Witness Signature
Printed Name: _____

STATE OF _____
COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Roger S. Arrowsmith, President of WB Investment Company, sole Member of ES WB Holdings, L.L.C., who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entities and was identified in the manner indicated below.

Witness my hand and official seal in the County of _____ and State of _____ this _____ day of _____, 2019.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

WITNESSES:

WB INVESTMENT COMPANY

By: _____
Roger S. Arrowsmith
President

Witness Signature
Printed Name: _____

Witness Signature
Printed Name: _____

STATE OF _____
COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Roger S. Arrowsmith, President of WB Investment Company, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of _____ and State of _____ this _____ day of _____, 2019.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

WITNESSES:

**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature

Printed Name: _____

Chairperson, Board of Supervisors

Witness Signature

Printed Name: _____

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Chris Payton, as Chairperson of the South Village Community Development District, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2019.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

EXHIBIT A

LOTS 1 AND 2, WESTBANK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 65 – 69, OF THE OFFICIAL RECORDS OF CLAY COUNTY, FLORIDA, ALSO DESCRIBED AS:

Lot 1

A parcel of land situated in the South 1/2 of Section 18, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Begin at the southwest corner of said Section 18; thence on the south line thereof, South 89 degrees 52 minutes 53 seconds East, 1.02 feet to the westerly line of Tynes Boulevard, according to plat thereof recorded in Plat Book — pages — of the public records of said county; thence on said westerly line, run the following 7 courses: 1) North 44 degrees 59 minutes 22 seconds East, 806.19 feet; 2) northeasterly along the arc of a curve concave northwest and having a radius of 410.00 feet, an arc distance of 313.82 feet, said arc being subtended by a chord bearing and distance of North 23 degrees 03 minutes 43 seconds East, 306.22 feet; 3) North 01 degrees 08 minutes 04 seconds East, 824.50 feet; 4) northerly along the arc of a curve concave east and having a radius of 790.00 feet, an arc distance of 458.59 feet, said arc being subtended by a chord bearing and distance of North 17 degrees 45 minutes 52 seconds East, 452.18 feet; 5) northerly along the arc of a curve concave west and having a radius of 710.00 feet, an arc distance of 438.43 feet, said arc being subtended by a chord bearing and distance of North 16 degrees 42 minutes 14 seconds East, 431.50 feet; 6) North 00 degrees 59 minutes 11 seconds West, 129.73 feet; 7) northerly along the arc of a curve concave west and having a radius of 460.00 feet, an arc distance of 21.71 feet to the north line of said South 1/2 of Section 18, said arc being subtended by a chord bearing and distance of North 02 degrees 20 minutes 18 seconds West, 21.71 feet; thence on said north line, South 88 degrees 58 minutes 49 seconds West, 972.65 feet to the west line of said Section 18; thence on said west line, South 00 degrees 08 minutes 16 seconds East, 2,654.25 feet to the point of beginning.

AND

Lot 2

A parcel of land situated in the South 1/2 of Section 18, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the southwest corner of said Section 18; thence on the south line thereof, South 89 degrees 52 minutes 53 seconds East, 113.90 feet to the easterly line of Tynes Boulevard, according to plat thereof, recorded in Plat Book — pages — of the public records of said county and the point of beginning; thence on said easterly line, run the following 7 courses: 1) North 44 degrees 59 minutes 22 seconds East, 726.55 feet; 2) northeasterly along the arc of a curve concave northwesterly and having a radius of 490.00 feet, an arc distance of 375.05 feet, said arc being subtended by a chord bearing and distance of North 23 degrees 03 minutes 43 seconds East, 365.96 feet; 3) North 01 degrees 08 minutes 04 seconds East, 824.50 feet; 4) northerly along the arc of a curve concave easterly and having a radius of 710.00 feet, an arc distance of 412.15 feet, said arc being subtended by a chord bearing and distance of North 17 degrees 45 minutes 52 seconds East, 406.39 feet; 5) northerly along the arc of a curve concave westerly and having a radius of 790.00 feet, an arc distance of 487.83 feet, said arc being subtended by a chord bearing and distance of North 16 degrees 42 minutes 14 seconds East, 480.12 feet; 6) North 00 degrees 59 minutes 11 seconds West, 129.73 feet; 7) northerly along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 21.75 feet to the north line of said South 1/2 of Section 18, said arc being subtended by a chord bearing and distance of North 02 degrees 08 minutes 25 seconds West, 21.75 feet; thence on said north line, North 88 degrees 58 minutes 49 seconds East, 25.42 feet to the west line of those lands described in Official Records Book 3943, page 2182 of said public records; thence on said west line, South 01 degrees 00 minutes 51 seconds East, 440.00 feet to the south line thereof; thence on said south line, North 88 degrees 59 minutes 09 seconds East, 258.00 feet; thence South 31 degrees 00 minutes 07 seconds West, 58.78 feet; thence South 08 degrees 36 minutes 53 seconds East, 533.05 feet; thence South 28 degrees 54 minutes 07 seconds West, 348.41 feet; thence South 05 degrees 52 minutes 53 seconds East, 631.61 feet; thence North 89 degrees 52 minutes 53 seconds West, 186.70 feet; thence South 00 degrees 07 minutes 07 seconds West, 60.00 feet; thence South 16 degrees 07 minutes 09 seconds West, 655.39 feet; thence South 00 degrees 07 minutes 07 seconds West, 40.00 feet to said south line of Section 18; thence on said south line, North 89 degrees 52 minutes 53 seconds West, 800.47 feet to the point of beginning.

BEING 67.06 ACRES, MORE OR LESS, IN AREA.

3.

**AGREEMENT BY AND BETWEEN SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT AND WB INVESTMENT COMPANY
REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS**

SERIES 2019 BONDS

This Completion Agreement ("Agreement") is made and entered into this 7th day of February, 2019, by and between:

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District"), and

WB INVESTMENT COMPANY, a Virginia corporation with a mailing address of 14700 Village Square Place, Midlothian, Virginia 23112 ("Developer").

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Clay County, Florida, 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; and

WHEREAS, Developer is the owner and/or developer of certain lands located within the boundaries of the development known as Eagle Landing ("Development"), which lands are commonly referred to as the "Westbank Parcel"; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services which are anticipated to be constructed in part by the District and the Developer ("Improvements") as detailed in the *Addendum for the Annexation of Westbank Parcel*, dated January 15, 2019 ("Westbank Improvement Plan"), and the anticipated costs of the Improvements are identified in the Westbank Improvement Plan, which is attached hereto as **Exhibit A**; and

WHEREAS, the District anticipates imposing special assessments on the Westbank Parcel to finance a portion of the Improvements related to the Westbank Parcel ("Series 2019 Project") through the use of proceeds from the anticipated sale of \$3,255,000 Capital Improvement Revenue Bonds, Series 2019A and \$1,700,000 Capital Improvement Revenue Bonds, Series 2019B (together, "Series 2019 Bonds");

WHEREAS, in order to ensure that the Improvements are completed and funding is available in a timely manner to provide for its completion, Developer and the District hereby agree that should the District not have sufficient funds in the Acquisition and Construction Accounts for the Series 2019 Bonds ("Available Funds") to fund the Improvements then Developer will make provision for any additional funds that may be needed for (i) the completion of the Series 2019 Project, over and above that amount including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs and (ii) the completion of the Improvements, over and above that amount including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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 District and Developer agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. COMPLETION OF IMPROVEMENTS. Developer and District agree and acknowledge that the Available Funds may provide only a portion of the funds necessary to complete the Series 2019 Project, and will be insufficient to fund the Improvements. Therefore, as more particularly set forth in paragraphs 2(a) and 2(b) below, Developer hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the 2019 Project and the Improvements which remain unfunded including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs ("Remaining Improvements") whether pursuant to existing contracts, including change orders thereto, or future contracts. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The District and Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by District bonds or other indebtedness.

A. When all or any portion of the Remaining Improvements is the subject of an existing District contract, the Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto, upon written notice from the District.

B. When any portion of the Remaining Improvements is not the subject of an existing District contract, the Developer may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the Board of Supervisors that the option selected by the Developer will not adversely impact the District, and is in the District's best interests.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

A. The District and Developer agree and acknowledge that the exact location, size, configuration and composition of the Improvements may change from that described in the Improvement Plan, depending upon final design of the Development, permitting or other regulatory requirements over time, or other factors. Material changes to the Improvements shall be made by a written amendment to the Improvement Plan, which shall include an estimate of the cost of the changes.

B. The District and Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by Developer shall be conveyed to the District or such other appropriate unit of local government as is designated in the Improvement Plan or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

C. Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Developer of its completion obligations hereunder is expressly subject to, dependent and conditioned upon (a) the issuance of the Series 2019 Bonds and use of the proceeds thereof to fund the Series 2019 Project, and (b) the scope, configuration, size and/or composition of the Improvements not materially changing without the prior written consent of Developer. In the event of a material change to the scope, configuration, size and/or composition of the Improvements in response to a requirement imposed by a regulatory agency, Developer shall not consent to same without the prior written consent of the District.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement, which continues for a period of thirty (30) days after notice of such default, shall entitle the other 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, if applicable, specific performance, but excluding punitive, special, and consequential damages and subject to the recourse limitations in the documents applicable to the District and the Series 2019 Bonds. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as otherwise expressly provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

5. ENFORCEMENT OF AGREEMENT. In the event that either of the parties is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for 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 both the District and Developer.

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

8. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: South Village Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Katie S. Buchanan

B. If to Developer: WB Investment Company
14700 Village Square Place
Midlothian, Virginia 23112
Attn: Roger S. Arrowsmith

With a copy to: Thomas E Carr & Associates, P.C.
3046 Plaza Blanca
Santa Fe, New Mexico 87507
Attn: Thomas Carr

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 United States government shall not be regarded as business days. Counsel for the District and counsel for Developer may deliver Notice on behalf of the District and Developer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

8. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and Developer as an arm's length transaction. Both 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 doubtful language will not be interpreted or construed against either the District or Developer.

9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Developer 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 to the sole benefit of and shall be binding upon the District and Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2019 Bonds, on behalf of the Series 2019 Bondholders, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee has assumed no obligations hereunder.

10. ASSIGNMENT. Neither the District nor Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

11. 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. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida.

12. PUBLIC RECORDS. Developer understands and agrees that 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.

13. 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.

14. LIMITATIONS ON GOVERNMENTAL LIABILITY. 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 for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

15. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

16. 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.

17. **EFFECTIVE DATE.** This Agreement shall be effective February 7, 2019.

IN WITNESS WHEREOF, the parties execute this Agreement as set forth below.

ATTEST:

**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

WB INVESTMENT COMPANY

Print Name: _____

Roger S. Arrowsmith, President

Composite Exhibit A: Westbank Improvement Plan

EXHIBIT A

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT

ADDENDUM FOR THE ANNEXATION OF WESTBANK PARCEL

Prepared for
**Board of Supervisors
South Village Community Development District**

Prepared by
**HADDEN ENGINEERING, INC.
POST OFFICE BOX 9509
FLEMING ISLAND, FL. 32006-0030
Contact: 904-868-7057**

Keith I. Hadden, P.E.
keithhadden@haddeneng.com

Florida Registration No. 36832

January 15, 2019



OVERVIEW

This Addendum updates the South Village Community Development District Improvement Plan dated January 5, 2005, which described the District's location, then-current development status, and proposed improvement plan ("Improvement Plan"). The initial Improvement Plan included the construction of transportation improvements; water, sewer, and re-use facilities; stormwater management facilities; entry features, landscaping, and signage; recreational improvements including an amenity center and neighborhood parks (the "Existing Improvements").

Currently, the South Village Community Development District consists of the Eagle Landing Development, shown on *Exhibits A & B*.

In addition to the Eagle Landing Development, on October 23, 2018, the Clay County Board of County Commissioners approved Ordinance No. 2018-47, which expanded the boundaries of the South Village CDD to include a parcel of land known as the "WESTBANK PARCEL" shown on *Exhibit C*, aka, Phase 6.

The Westbank parcel contains approximately 67.06 acres, bisected by Phase 2 of TYNES BLVD., which is currently under construction.

Note:

Tynes – Phase 1A was accepted by Clay County in December 2018.

Tynes – 1b & 2 are currently under construction and are scheduled for completion by June, 2019.

LAND USE TABLE

Land Use:	Land Size (Gross Acres)	Percent of Total
Residential Single Family	34.93	52.09%
Wetlands, Open Space, Preservation Area, ROW	4.76	7.10%
Storm Water Ponds	8.00	11.93%
Amenity Parks	10.43	15.55%
Roadways	8.94	13.33
TOTALS	67.06	100 %

This new parcel Shown on *Exhibit D*, will be developed as:

- 162 single family lots
- several neighborhoods
- shade structures
- a volleyball court
- a dog park
- a pier
- a fountain in an existing lake
- a building with bathrooms
- a parking lot
- landscaping

Exhibit E shows the relative location of the Westbank Parcel in relation to the Eagle Landing Development and the Armstrong Residential Community, which is a part of the adjacent Armstrong Community Development District.

PRELIMINARY OPINION OF PROBABLE COSTS

The estimated cost of the improvements to the Westbank Parcel is anticipated to be approximately \$ 5,639,312.00.

Table 1 summarizes the improvements and their estimated costs.

TABLE 1. SUMMARY OF COSTS¹

CDD PUBLIC INFRASTRUCTURE COSTS:	Phase 1	Phase 2
Design	\$231,598	\$ 255,334
Lake Park (Amenity Area)	500,000	0
Neighborhood Parks	80,000	40,000
Neighborhood Monuments (Signage)	48,000	32,000
Roads, Ponds and Stormwater System	968,903	898,209
Utilities (Water, Sewer, Reuse and Electric)	825,834	689,494
Construction Contingency	48,531	151,925
Phase Total	\$2,702,866	\$2,066,962
CDD BOND FUNDED TOTAL :	\$4,769,828	

DEVELOPER FUNDED COSTS:

	Phase 1	Phase 2
Lot Clearing, Filling & Grading	\$360,273	\$509,211
DEVELOPER FUNDED TOTAL	\$ 869,484	

TOTAL ESTIMATED COSTS:	\$5,639,312
-------------------------------	--------------------

¹ This estimate of construction costs is an estimate only and not a guaranteed maximum price. Fluctuations in costs are expected depending upon labor market, cost of equipment and materials, and construction processes necessary to complete the work.

- Note: final numbers may have the Developer funding the balance of CDD costs not funded by the Bonds, in order to bring the Bonds and assessments within the parameters approved by the SVCDD Board.

**TABLE 2. INFRASTRUCTURE OWNERSHIP
FOR WESTBANK PARCEL**

COMPONENT	OWNER	RESPONSIBLE FOR O&M
ROADS	Clay County Board of County Commissioners	Clay County Board of County Commissioners
STORM PIPES IN RIGHT OF WAY	Clay County Board of County Commissioners	Clay County Board of County Commissioners
OTHER STORM PIPES	South Village Community Development District	South Village Community Development District
PONDS	South Village Community Development District	South Village Community Development District
POTABLE WATER	Clay County Utility Authority	Clay County Utility Authority
RECLAIMED WATER	Clay County Utility Authority	Clay County Utility Authority
SANITARY SEWER	Clay County Utility Authority	Clay County Utility Authority
ELECTRIC	Clay Electric Cooperative, Inc.	Clay Electric Cooperative, Inc.
PARKS	South Village Community Development District	South Village Community Development District

SYSTEM IMPROVEMENTS

The system of Neighborhood Improvements includes an internal roadway system to provide access throughout the residential area of the District will be constructed to Clay County standards. This roadway system will connect to the existing system within the District. Upon completion of the improvements, the District expects to convey the roadways to Clay County. Also included in these improvements are the stormwater management system, sanitary sewer system, potable water distribution system, and the underground electric system.

Permitting for the Neighborhood Improvements outlined in this plan is ongoing. Jurisdictional wetland delineation for the entire District has been completed and accepted by the St. Johns River Water Management District (SJRWMD). The U.S. Army Corps of Engineers (USACOE) and SJRWMD construction permit applications have been submitted for the entire property within the District. The construction plans have been submitted for review and permitting by Clay County Utility Authority (CCUA) and Clay County Engineering.

SUMMARY OF DEVELOPMENT PERMITS

Regulatory Agency	Type of Permit	Permit No.	Status
St. Johns River WMD	PHASE 1: Environmental Resource Permit	65850-178	Approved 1/4/19 Expires: 1/4/22
St. Johns River WMD	PHASE 2: Environmental Resource Permit	N/A	Anticipated Application: 2/4/19 Anticipated Issuance: 8/4/19
Clay County	PHASE 1: Development Plans	Pre-Construction Conference 1/9/19	Approved 1/9/19 Expires 1/9/21
Clay County	PHASE 2: Development Plans		Anticipated: Application 2/4/19 Anticipated PreCon 9/19
U.S. Army Corps of Engineers	PHASE 1: Wetland Impact	SAJ-2018-02194 (NWRPR)	Issued 9/13/18 Expires: 3/18/22
U.S. Army Corps of Engineers	PHASE 2: Wetland Impact	N/A	Applied 12/2018 Anticipated Issuance 6/19
Clay County Utility Authority	PHASE 1: Developer Agreement	Water PW1124-838 Sewer DW2206-839	Issued: 12/18/18 Expires: 12/18/20 Issued 12/18/18 Expires 12/18/20
Clay County Utility Authority	PHASE 2: Developer Agreement	N/A	Anticipated Application 2/4/19 Anticipated Issuance 4/19

The infrastructure contained in this Addendum reflects the present intentions of the South Village Community Development District. However, the Improvement Plan may be subject to modification in the future. The implementation of any improvement outlined within the Plan requires final approval by the South Village Community Development District Board of Supervisors.

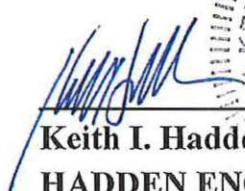
It is my opinion, that there are no technical reasons existing at this time which would prohibit implementation of the plans of the District for Phase 6 as presented in the Summary of Costs (Table 1), subject to continued compliance with all County and regulatory agency requirements and permit issuance.

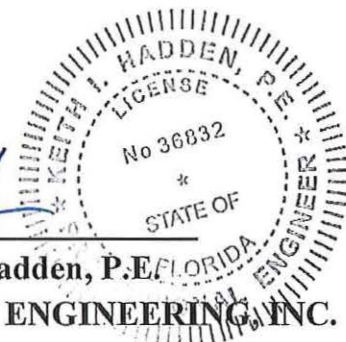
BASIS OF COST ESTIMATES:

The following is the basis for the infrastructure cost estimates:

- ❖ Water and Sewer facilities are designed in accordance with CCUA and DEP standards.
- ❖ Master Stormwater design was prepared in accordance with SJRWMD requirements.
- ❖ Jurisdictional wetland determinations have been completed for this project. Wetland impacts and the required mitigation have been defined for this project by permit conditions established by the SJRWMD.
- ❖ Costs utilized for paving, grading, water, sewer, and stormwater were obtained from the historical cost data for other projects of similar scope.
- ❖ Cost estimates for the transportation, stormwater, water distribution, and sanitary sewer systems contained in this report have been prepared based on historical bid information for bids received for the construction of similar single-family subdivisions.
- ❖ Cost estimates for electric costs are based on the per lot prices for installation, obtained from Clay Electric, including street lights.

JAN. 15, 2019
DATE:


Keith I. Hadden, P.E.
HADDEN ENGINEERING, INC.



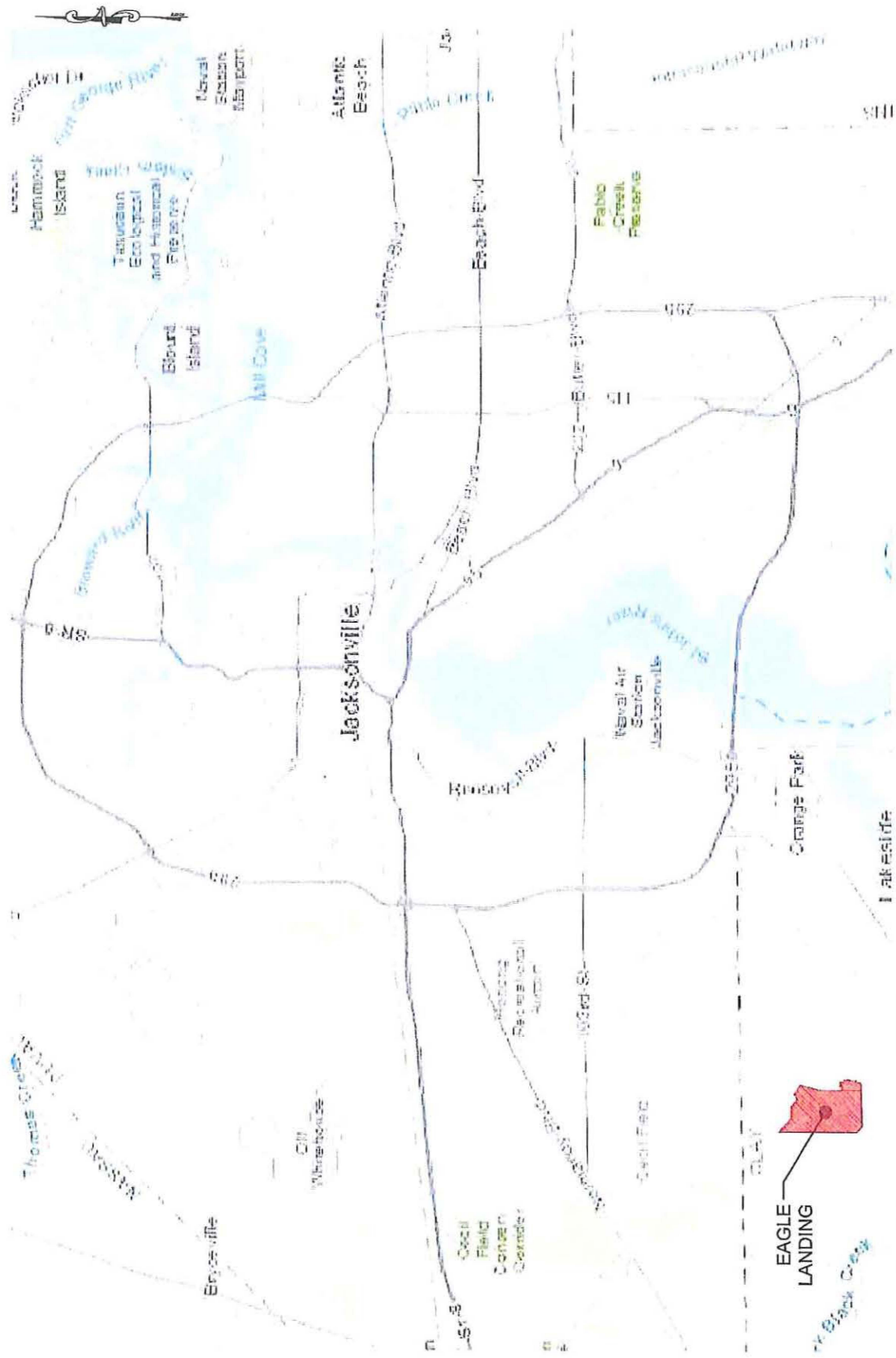
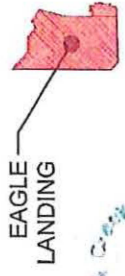


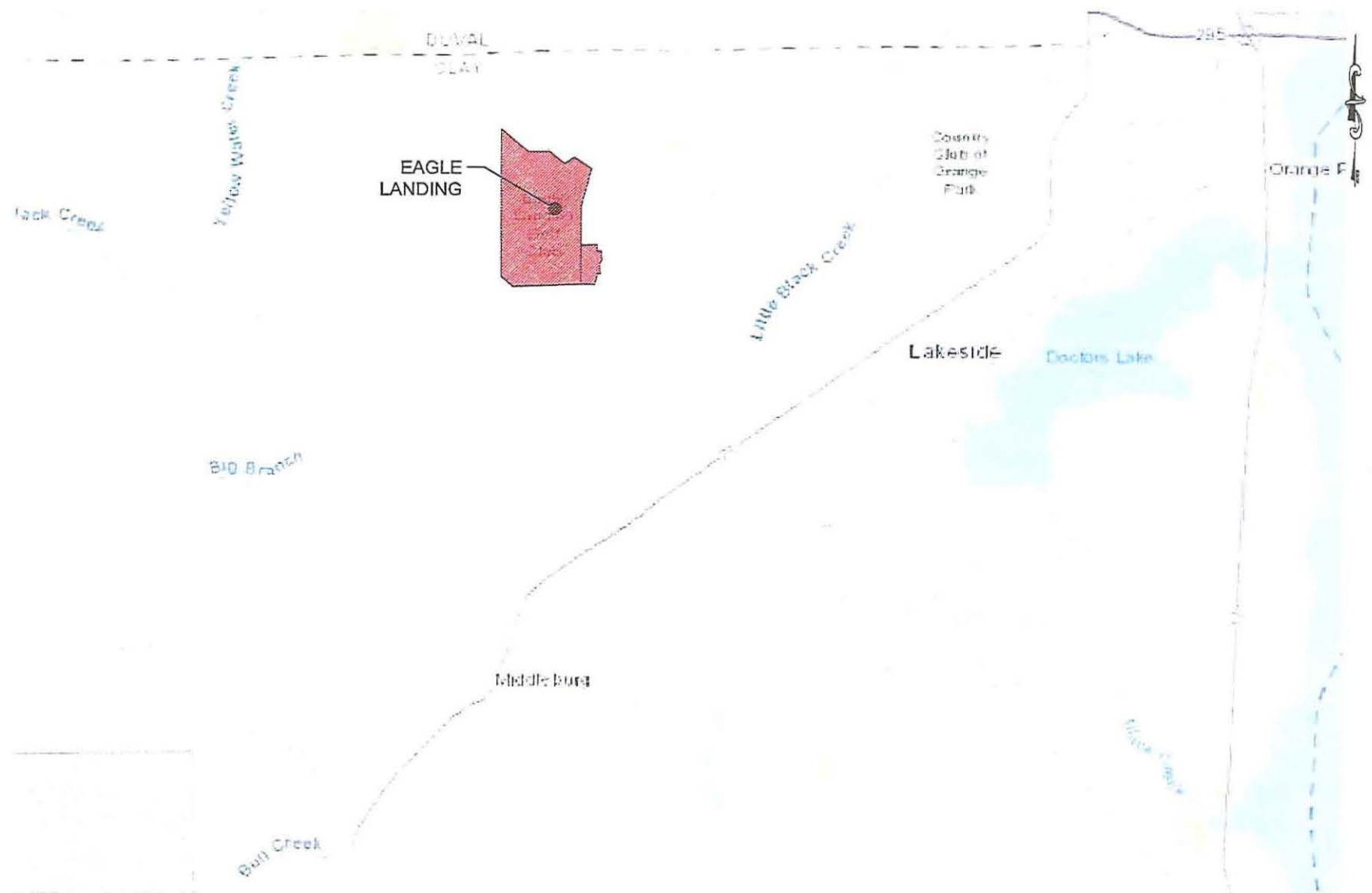
EXHIBIT "A"
DUVAL COUNTY

SOUTH VILLAGE CDD

HEI HADDEN ENGINEERING, INC.
CONSULTING ENGINEERS - LAND PLANNING - ENVIRONMENTAL PLANNING
 P.O. BOX 9509
 JACKSONVILLE, FL 32210
 PHONE (904) 255-2999
 CERTIFICATION OF AUTHORIZATION #26275



**EAGLE
 LANDING**



HEI **HADDEN ENGINEERING, INC.**
CONSULTING ENGINEERS • LAND PLANNERS • ENVIRONMENTAL PERMITTING
P.O. BOX 9509
FLEMING ISLAND, FL 32003
PHONE: (904) 269-9999
CERTIFICATION OF AUTHORIZATION #26075

EXHIBIT "B"
CLAY COUNTY

SOUTH VILLAGE CDD

Live Oak

Live Oak Ln Live Oak Ln

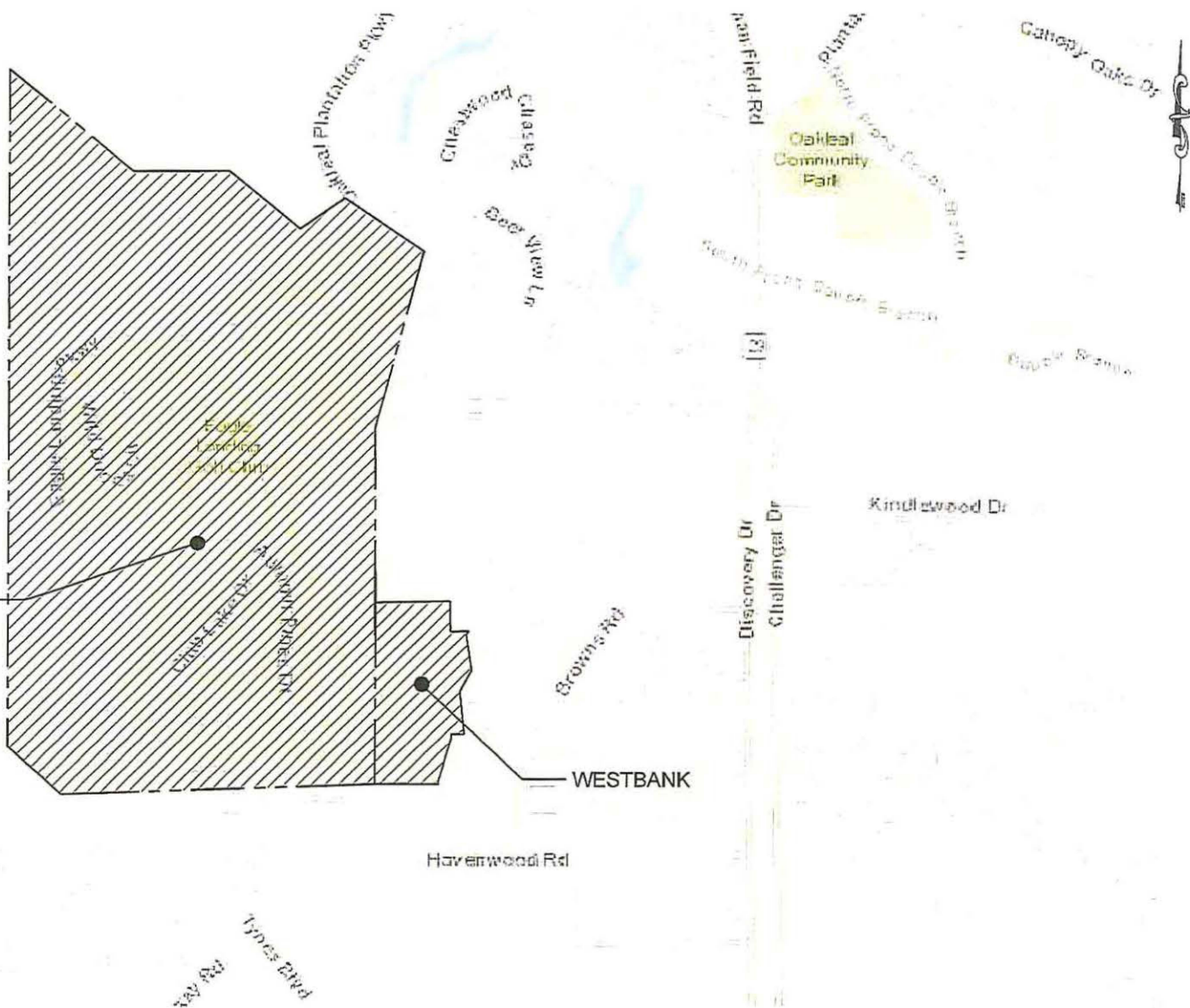
EAGLE
LANDING

WESTBANK

EXHIBIT "C"
EAGLE LANDING AND WESTBANK

SOUTH VILLAGE CDD

HEI **HADDEN ENGINEERING, INC.**
CONSULTING ENGINEERS • LAND PLANNERS • ENVIRONMENTAL PERMITTING
P.O. BOX 9509
FLEMING ISLAND, FL 32003
PHONE: (904) 289-9999
CERTIFICATION OF AUTHORIZATION #26075



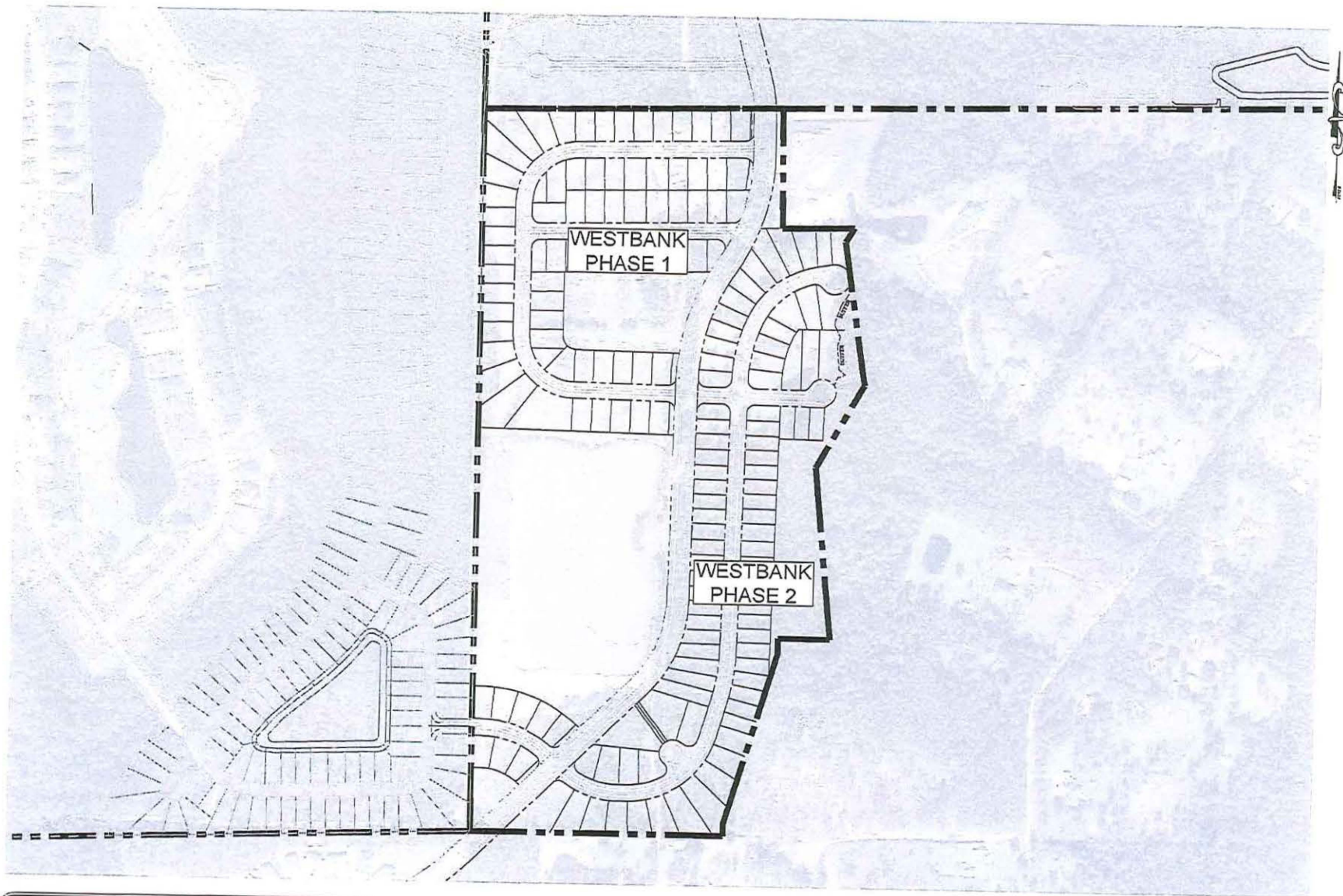


EXHIBIT "D"
WESTBANK RESIDENTIAL

SOUTH VILLAGE CDD

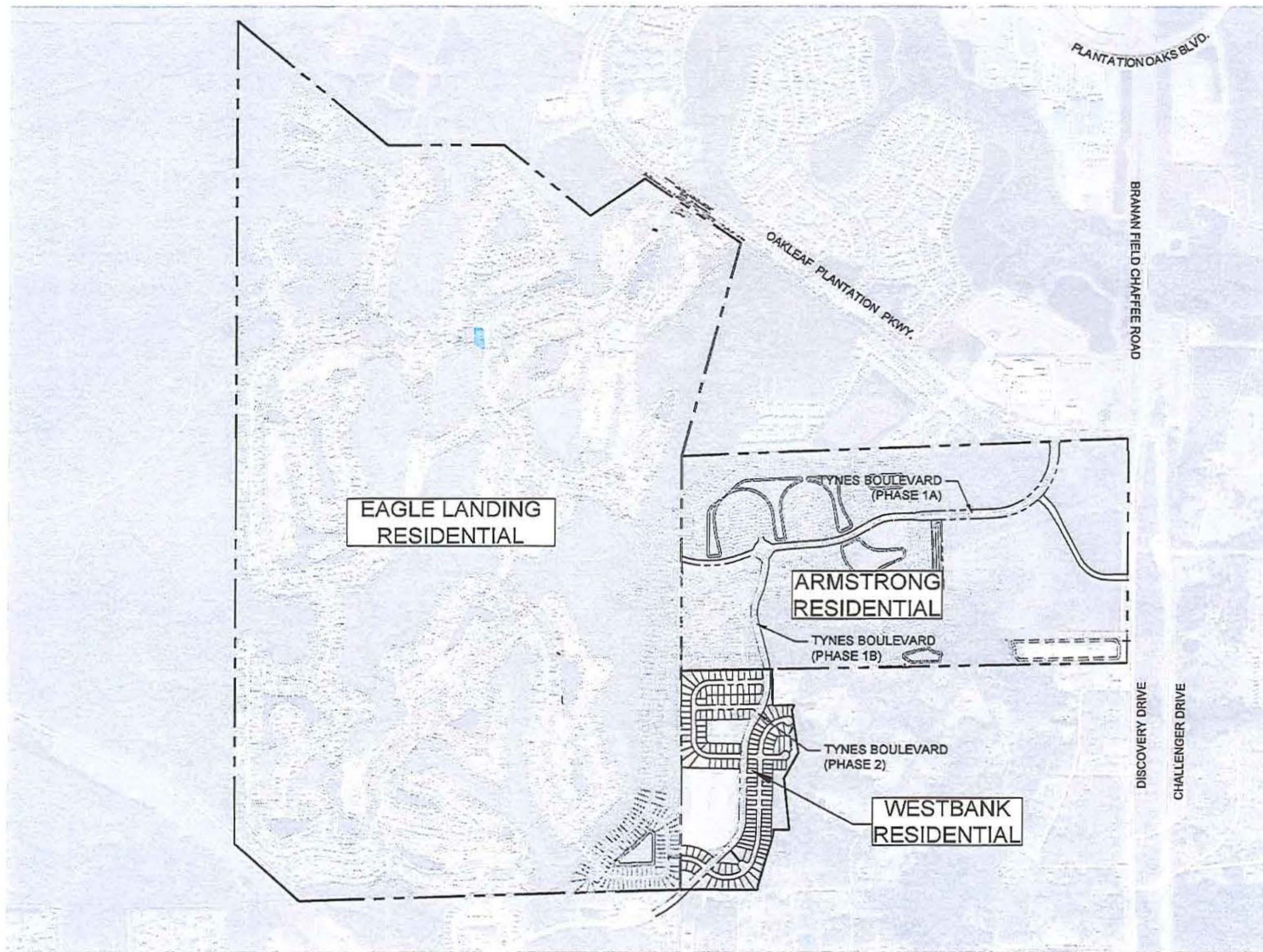


EXHIBIT "E"
OVERALL RESIDENTIAL

SOUTH VILLAGE CDD

4.

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

(This space reserved for Clerk)

Katie S. Buchanan, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**AGREEMENT REGARDING TRUE-UP AS TO
SERIES 2019 ASSESSMENTS**

THIS TRUE UP AGREEMENT is made and entered into this 7th day of February, 2019, by and between:

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”), and

WS WB HOLDINGS, L.L.C., a Virginia limited liability company, with a mailing address of 14700 Village Square Place, Midlothian, Virginia 23112 (“Lot 1 Landowner,”); and

ES WB HOLDINGS, L.L.C., a Virginia limited liability company, with a mailing address of 14700 Village Square Place, Midlothian, Virginia 23112 (“Lot 2 Landowner” and together with the Lot 2 Landowner, “Landowner”).

RECITALS

WHEREAS, the District was established by the ordinance adopted by the Board of County Commissioners in and for Clay County, Florida, 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 District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, the Landowner is the primary owner of certain unplatted lands within the boundaries of the District, which lands are known as “Westbank Assessment Area” and are more particularly described in **Exhibit A**; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services which are anticipated to be constructed in part by the District and the Developer, as detailed in the *Addendum for the Annexation of Westbank Parcel*, dated January 15, 2019 (“Improvement Plan”); and

WHEREAS, the District intends to finance a portion of the infrastructure improvements as identified in the *Improvement Plan* (“Series 2019 Project”) which specifically benefits the Westbank Assessment Area through the anticipated issuance of its South Village Community Development District (Clay County, Florida) \$3,255,000 Capital Improvement Revenue Bonds, Series 2019A and \$1,700,000 Capital Improvement Revenue Bonds, Series 2019B (together, “Series 2019 Bonds”); and

WHEREAS, pursuant to Resolutions 2019-01, 2019-02, 2019-06, and 2019-08 (“Assessment Resolutions”), the District imposed special assessments on the Westbank Assessment Area (“Series 2019 Assessments”) to secure the repayment of the Series 2019 Bonds; and

WHEREAS, Landowner agrees that the Westbank Assessment Area benefits from the Series 2019 Project; and

WHEREAS, Landowner agrees that the Series 2019 Assessments which were imposed on the lands within the Westbank Assessment Area have been validly imposed and constitute valid, legal and binding liens upon the Westbank Assessment Area, which Series 2019 Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2019 Assessments on the lands within the Westbank Assessment Area within the District; and

WHEREAS, the *Final Numbers - Supplemental Special Assessment Methodology Report for the Westbank Assessment Area*, dated January 25, 2019 (“Assessment Report”), allocates the Series 2019 Assessments upon the Westbank Assessment Area based upon the number and type of platted units in Westbank Assessment Area; and

WHEREAS, the Landowner currently intends that the Westbank Assessment Area will be platted, planned and developed based on then-existing market conditions, the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

WHEREAS, the District's Assessment Report anticipates a mechanism by which Developer shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as

described in the District's Assessment Report (which payments shall collectively be referenced as the "True-Up Payment"); and

WHEREAS, although the Lot 1 Landowner and the Lot 2 Landowner are separate legal entities, they are affiliated by ownership and the shared purpose of the development of lands within the District; and

WHEREAS, the Landowner have requested that the District provide for a true-up calculation which is based on the total acreage of the Westbank Assessment Area; and

WHEREAS, the Lot 1 Landowner and Lot 2 Landowner agree to accept joint and several liability for any True-Up Payments which may become due; and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner's intention and obligation, if required, to make the True-Up Payment related to the Series 2019 Assessments subject to the terms and conditions contained herein.

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

2. COVENANT. Landowner acknowledges that the Series 2019 Assessments (including True-Up Payments) may be directly collected by the District or may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any given year.

3. SPECIAL ASSESSMENT REALLOCATION.

A. Assumptions as to the Series 2019 Assessments. As of the date of the execution of this Agreement, Landowner has informed the District that Landowner intends to plat, construct, or provide for the development of the number and type of units within the Westbank Assessment Area set forth in the Assessment Report ("Anticipated Units").

B. Process for Reallocation of Assessments. The Series 2019 Assessments will be reallocated among Westbank Assessment Area as the Westbank Assessment Area or any portion thereof is platted or re-platted (hereinafter referred to as "plat" or "platted"). In connection with such platting of acreage, the Series 2019 Assessments imposed on the acreage being platted will be allocated based upon the precise number of units of each product type within the area being platted. The District shall allocate the Series 2019 Assessments to the product types being re-platted, and cause such reallocation to be recorded in the District's Improvement Lien Book.

(i) It is an express condition of the liens established by the Assessment Resolutions that any and all plats or re-plats containing any portion of the Westbank Assessment Area, shall be presented to the District for review and reallocation of the Series 2019 Assessments in accordance with the Assessment Report ("Reallocation").

(ii) In its review, the District shall determine (i) if the debt per assessable acre remaining on the unplatted portion of the Westbank Assessment Area is greater than the Ceiling Level, or, (ii) if all of the Westbank Assessment Area is to be platted, that the number of actual units is less than the Anticipated Units. If either criteria is met, a True-Up Payment shall become due and payable that tax year in accordance with the Assessment Report, in addition to the regular assessment installment payable for lands owned by the Landowner. The debt for any unallocated Series 2019 Assessments shall become due and payable immediately and must be paid (i) prior to the District's approval of that plat or site plan and (ii) prior to the final approval of the plat by Clay County.

(iii) In considering whether to require a True-Up Payment, the District shall consider any requests for a waiver of true-up. In order to obtain such waiver, a Landowner seeking such waiver must provide to the District the following: a) proof of the amount of entitlements remaining on the undeveloped lands, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. The District's decision whether to grant a waiver shall be in its sole discretion, and such decision may require that the Landowner provide additional information.

(iv) The District agrees that nothing herein prohibits more or less than the Development Plan from being platted, except as provided in that *Agreement Between South Village Community Development District and Westbank Development Company, L.L.C. in Connection with Boundary Amendment*, dated September 11, 2018. In no event shall the District collect Series 2019 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2019 Project, including all costs of financing and interest. The District, however, may collect Series 2019 Assessments in excess of the annual debt service related to the Series 2019 Project, including all costs of financing and interest, which shall be applied to prepay the Series 2019 Bonds. If the strict application of the true-up methodology to any Reallocation for any plat or re-plat pursuant to this paragraph would result in Series 2019 Assessments collected in excess of the District's total debt service obligation for the Series 2019 Project, the District agrees to take appropriate action by resolution to

equitably reallocate the assessments among the lands subject to the Series 2019 Bonds.

4. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Landowner's obligation to pay the Series 2019 Assessments and to abide by the requirements of the Reallocation of Series 2019 Assessments, including the making of the True-Up Payment, if any, as set forth in the Assessment Resolutions. Lot 1 Landowner and Lot 2 Landowner shall be jointly and severally liable for any and all True-Up Payments due under this Agreement. A default by either Landowner under this Agreement shall entitle any the District to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages and specific performance.

5. RECOVERY OF COSTS AND FEES. In the event any party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

6. NOTICE. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: South Village Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Katie S. Buchanan

B. If to Landowner: WB Investment Company
14700 Village Square Place
Midlothian, Virginia 23112
Attn: Roger Arrowsmith

With a copy to: Thomas E. Carr & Associates, P.C.
3046 Plaza Blanca
Santa Fe, New Mexico 87507
Attn: Thomas Carr

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices hand 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 United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of any assessments placed on the Westbank Assessment Area - Lot 1 by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

7. ASSIGNMENT.

A. Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of Section 7(C) below. This Agreement shall constitute a covenant running with title to the Westbank Assessment Area, binding upon Landowner and its successors and assigns as to the Westbank Assessment Area or portions thereof, and any transferee of any portion of the Westbank Assessment Area, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

B. Landowner shall not transfer any portion of the Westbank Assessment Area to any third party without complying with the terms of Section 7(C) below, other than:

- (i)** Platted and fully-developed lots to homebuilders restricted from re-platting.
- (ii)** Platted and fully-developed lots to end users.
- (iii)** Portions of the Westbank Assessment Area conveyed to Clay County, the District, other governmental agencies or homeowners' associations.

Any transfer of any portion of the Westbank Assessment Area pursuant to subsections (i), (ii) or (iii) of this Section 7(B) shall constitute an automatic release of such portion of the Westbank Assessment Area from the scope and effect of this Agreement.

C. Landowner shall not transfer any portion of the Westbank Assessment Area to any third party, except as permitted by Sections 7(B)(i), (ii) or (iii) above, without satisfying the following conditions ("Transfer Conditions"): (i) causing such third party to assume in writing Landowner's obligations under this Agreement with respect to such portion of the Westbank Assessment Area intended to be conveyed; (ii) delivering such written assignment

and assumption instrument to the District; and (iii) satisfying any True-Up Payment that results from a true-up analysis that will be performed by the District Manager prior to and as a condition of such transfer. Any transfer that is consummated pursuant to this Section 7(C) shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the Westbank Assessment Area only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection (iii) above, and the transferee assuming Landowner's obligations in accordance herewith shall be deemed the "Landowner" from and after such transfer for all purposes as to such portion of the Westbank Assessment Area so transferred.

8. AMENDMENT. This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties. This Agreement may not be amended without the prior written consent of the Trustee and the Bondholders owning a majority of the aggregate principal amount of the Series 2019 Bonds then outstanding.

9. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party, provided, however, that this Agreement not be terminated without the prior written consent of the Trustee and the Bondholders owning a majority of the aggregate principal amount of the Series 2019 Bonds then outstanding, or upon final platting and conveyance of all of the Westbank Assessment Area as provided for in Section 7(B), above.

10. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully 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, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

11. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy or claim under or by reason of this Agreement or any provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, the Trustee for the Series 2019 Bonds, on behalf of the owners of the Series 2019 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

12. LIMITATIONS ON GOVERNMENTAL LIABILITY. 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 for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Florida.

14. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

15. EXECUTION IN 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.

16. EFFECTIVE DATE. This Agreement shall be effective February 7, 2019.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties execute this Agreement as set forth below.

WITNESSES:

**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature
Printed Name: _____

Chairperson, Board of Supervisors

Witness Signature
Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Chris Payton, as Chairperson of the South Village Community Development District, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2019.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

WITNESSES:

WS WB HOLDINGS, L.L.C., by WB
Investment Company, its sole Member

Witness Signature
Printed Name: _____

By: _____
Roger S. Arrowsmith
President

Witness Signature
Printed Name: _____

STATE OF _____
COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Roger S. Arrowsmith, President of WB Investment Company, sole Member of WS WB Holdings, L.L.C., who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entities and was identified in the manner indicated below.

Witness my hand and official seal in the County of _____ and State of _____ this _____ day of _____, 2019.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

WITNESSES:

ES WB HOLDINGS, L.L.C., by WB
Investment Company, its sole Member

Witness Signature

Printed Name: _____

By: _____

Roger S. Arrowsmith

President

Witness Signature

Printed Name: _____

STATE OF _____

COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Roger S. Arrowsmith, President of WB Investment Company, sole Member of ES WB Holdings, L.L.C., who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entities and was identified in the manner indicated below.

Witness my hand and official seal in the County of _____ and State of _____ this _____ day of _____, 2019.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

☐

Personally known to me, or

☐

Produced identification:

(Type of Identification Produced)

WITNESSES:

WB INVESTMENT COMPANY

By: _____
Roger S. Arrowsmith
President

Witness Signature
Printed Name: _____

Witness Signature
Printed Name: _____

STATE OF _____
COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Roger S. Arrowsmith, President of WB Investment Company, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of _____ and State of _____ this _____ day of _____, 2019.

NOTARY PUBLIC, STATE OF ILLINOIS

(Name of Notary Public, Print, Stamp or Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

EXHIBIT A

LOTS 1 AND 2, WESTBANK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 65 – 69, OF THE OFFICIAL RECORDS OF CLAY COUNTY, FLORIDA, ALSO DESCRIBED AS:

Lot 1

A parcel of land situated in the South 1/2 of Section 18, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Begin at the southwest corner of said Section 18; thence on the south line thereof, South 89 degrees 52 minutes 53 seconds East, 1.02 feet to the westerly line of Tynes Boulevard, according to plat thereof recorded in Plat Book — pages — of the public records of said county; thence on said westerly line, run the following 7 courses: 1) North 44 degrees 59 minutes 22 seconds East, 806.19 feet; 2) northeasterly along the arc of a curve concave northwest and having a radius of 410.00 feet, an arc distance of 313.82 feet, said arc being subtended by a chord bearing and distance of North 23 degrees 03 minutes 43 seconds East, 306.22 feet; 3) North 01 degrees 08 minutes 04 seconds East, 824.50 feet; 4) northerly along the arc of a curve concave east and having a radius of 790.00 feet, an arc distance of 458.59 feet, said arc being subtended by a chord bearing and distance of North 17 degrees 45 minutes 52 seconds East, 452.18 feet; 5) northerly along the arc of a curve concave west and having a radius of 710.00 feet, an arc distance of 438.43 feet, said arc being subtended by a chord bearing and distance of North 16 degrees 42 minutes 14 seconds East, 431.50 feet; 6) North 00 degrees 59 minutes 11 seconds West, 129.73 feet; 7) northerly along the arc of a curve concave west and having a radius of 460.00 feet, an arc distance of 21.71 feet to the north line of said South 1/2 of Section 18, said arc being subtended by a chord bearing and distance of North 02 degrees 20 minutes 18 seconds West, 21.71 feet; thence on said north line, South 88 degrees 58 minutes 49 seconds West, 972.65 feet to the west line of said Section 18; thence on said west line, South 00 degrees 08 minutes 16 seconds East, 2,654.25 feet to the point of beginning.

AND

Lot 2

A parcel of land situated in the South 1/2 of Section 18, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the southwest corner of said Section 18; thence on the south line thereof, South 89 degrees 52 minutes 53 seconds East, 113.90 feet to the easterly line of Tynes Boulevard, according to plat thereof, recorded in Plat Book — pages — of the public records of said county and the point of beginning; thence on said easterly line, run the following 7 courses: 1) North 44 degrees 59 minutes 22 seconds East, 726.55 feet; 2) northeasterly along the arc of a curve concave northwesterly and having a radius of 490.00 feet, an arc distance of 375.05 feet, said arc being subtended by a chord bearing and distance of North 23 degrees 03 minutes 43 seconds East, 365.96 feet; 3) North 01 degrees 08 minutes 04 seconds East, 824.50 feet; 4) northerly along the arc of a curve concave easterly and having a radius of 710.00 feet, an arc distance of 412.15 feet, said arc being subtended by a chord bearing and distance of North 17 degrees 45 minutes 52 seconds East, 406.39 feet; 5) northerly along the arc of a curve concave westerly and having a radius of 790.00 feet, an arc distance of 487.83 feet, said arc being subtended by a chord bearing and distance of North 16 degrees 42 minutes 14 seconds East, 480.12 feet; 6) North 00 degrees 59 minutes 11 seconds West, 129.73 feet; 7) northerly along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 21.75 feet to the north line of said South 1/2 of Section 18, said arc being subtended by a chord bearing and distance of North 02 degrees 08 minutes 25 seconds West, 21.75 feet; thence on said north line, North 88 degrees 58 minutes 49 seconds East, 25.42 feet to the west line of those lands described in Official Records Book 3943, page 2182 of said public records; thence on said west line, South 01 degrees 00 minutes 51 seconds East, 440.00 feet to the south line thereof; thence on said south line, North 88 degrees 59 minutes 09 seconds East, 258.00 feet; thence South 31 degrees 00 minutes 07 seconds West, 58.78 feet; thence South 08 degrees 36 minutes 53 seconds East, 533.05 feet; thence South 28 degrees 54 minutes 07 seconds West, 348.41 feet; thence South 05 degrees 52 minutes 53 seconds East, 631.61 feet; thence North 89 degrees 52 minutes 53 seconds West, 186.70 feet; thence South 00 degrees 07 minutes 07 seconds West, 60.00 feet; thence South 16 degrees 07 minutes 09 seconds West, 655.39 feet; thence South 00 degrees 07 minutes 07 seconds West, 40.00 feet to said south line of Section 18; thence on said south line, North 89 degrees 52 minutes 53 seconds West, 800.47 feet to the point of beginning.

BEING 67.06 ACRES, MORE OR LESS, IN AREA.

C.

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

Katie S. Buchanan, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

(This space reserved for Clerk)

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT'S
NOTICE OF SERIES 2019 SPECIAL ASSESSMENTS**

PLEASE TAKE NOTICE that the Board of Supervisors of the South Village Community Development District ("District") in accordance with Chapters 170, 190 and 197, *Florida Statutes*, adopted Resolution Numbers 2019-01, 2019-02, 2019-06 and 2019-08 ("2019 Assessment Resolutions") providing for, levying and setting forth the terms of non-ad valorem special assessments on real property within the boundaries of the District that are specially benefitted by the 2019 Project (hereinafter defined) for improvements described in the District's adopted *Addendum for the Annexation of Westbank Parcel*, dated January 15, 2019 ("2019 Engineer's Report", and as it relates to the project provided for therein, "2019 Project"). To finance the costs of the 2019 Project, the District issued its South Village Community Development District Capital Improvement Revenue Bonds, Series 2019A and South Village Community Development District Capital Improvement Revenue Bonds, Series 2019B, which are secured by the non-ad valorem assessments levied by the 2019 Assessment Resolutions ("2019 Assessments"). The legal description of the lands on which said 2019 Assessments are imposed is attached to this Notice as **Exhibit A**. As provided in the 2019 Assessment Resolutions, the 2019 Assessments do not apply to governmental properties dedicated by plat, including rights-of-way or common areas.

**FOR CONFIRMATION OF THE AMOUNT OF SPECIAL ASSESSMENTS
LEVIED AGAINST SPECIFIC PROPERTY, OR TO REQUEST COPIES OF THE
ENGINEER'S REPORTS, ASSESSMENT REPORTS OR OTHER DOCUMENTS
RELATING TO THE SPECIAL ASSESSMENTS, CONTACT THE DISTRICT AT:**

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
C/O GOVERNMENTAL MANAGEMENT SERVICES, LLC
475 WEST TOWN PLACE, SUITE 114
ST. AUGUSTINE, FLORIDA 32902
PH: (904) 940-5850**

The 2019 Assessments provided for in the 2019 Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and the 2019 Assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES**

**AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS
PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Christopher Payton, as Chairperson of South Village Community Development District, who executed the foregoing instrument, acknowledged before me that he/she executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2019.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

EXHIBIT A

LOTS 1 AND 2, WESTBANK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 65 – 69, OF THE OFFICIAL RECORDS OF CLAY COUNTY, FLORIDA, ALSO DESCRIBED AS:

Lot 1

A parcel of land situated in the South 1/2 of Section 18, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Begin at the southwest corner of said Section 18; thence on the south line thereof, South 89 degrees 52 minutes 53 seconds East, 1.02 feet to the westerly line of Tynes Boulevard, according to plat thereof recorded in Plat Book — pages — of the public records of said county; thence on said westerly line, run the following 7 courses: 1) North 44 degrees 59 minutes 22 seconds East, 806.19 feet; 2) northeasterly along the arc of a curve concave northwest and having a radius of 410.00 feet, an arc distance of 313.82 feet, said arc being subtended by a chord bearing and distance of North 23 degrees 03 minutes 43 seconds East, 306.22 feet; 3) North 01 degrees 08 minutes 04 seconds East, 824.50 feet; 4) northerly along the arc of a curve concave east and having a radius of 790.00 feet, an arc distance of 458.59 feet, said arc being subtended by a chord bearing and distance of North 17 degrees 45 minutes 52 seconds East, 452.18 feet; 5) northerly along the arc of a curve concave west and having a radius of 710.00 feet, an arc distance of 438.43 feet, said arc being subtended by a chord bearing and distance of North 16 degrees 42 minutes 14 seconds East, 431.50 feet; 6) North 00 degrees 59 minutes 11 seconds West, 129.73 feet; 7) northerly along the arc of a curve concave west and having a radius of 460.00 feet, an arc distance of 21.71 feet to the north line of said South 1/2 of Section 18, said arc being subtended by a chord bearing and distance of North 02 degrees 20 minutes 18 seconds West, 21.71 feet; thence on said north line, South 88 degrees 58 minutes 49 seconds West, 972.65 feet to the west line of said Section 18; thence on said west line, South 00 degrees 08 minutes 16 seconds East, 2,654.25 feet to the point of beginning.

AND

Lot 2

A parcel of land situated in the South 1/2 of Section 18, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the southwest corner of said Section 18; thence on the south line thereof, South 89 degrees 52 minutes 53 seconds East, 113.90 feet to the easterly line of Tynes Boulevard, according to plat thereof, recorded in Plat Book — pages — of the public records of said county and the point of beginning; thence on said easterly line, run the following 7 courses: 1) North 44 degrees 59 minutes 22 seconds East, 726.55 feet; 2) northeasterly along the arc of a curve concave northwesterly and having a radius of 490.00 feet, an arc distance of 375.05 feet, said arc being subtended by a chord bearing and distance of North 23 degrees 03 minutes 43 seconds East, 365.96 feet; 3) North 01 degrees 08 minutes 04 seconds East, 824.50 feet; 4) northerly along the arc of a curve concave easterly and having a radius of 710.00 feet, an arc distance of 412.15 feet, said arc being subtended by a chord bearing and distance of North 17 degrees 45 minutes 52 seconds East, 406.39 feet; 5) northerly along the arc of a curve concave westerly and having a radius of 790.00 feet, an arc distance of 487.83 feet, said arc being subtended by a chord bearing and distance of North 16 degrees 42 minutes 14 seconds East, 480.12 feet; 6) North 00 degrees 59 minutes 11 seconds West, 129.73 feet; 7) northerly along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 21.75 feet to the north line of said South 1/2 of Section 18, said arc being subtended by a chord bearing and distance of North 02 degrees 08 minutes 25 seconds West, 21.75 feet; thence on said north line, North 88 degrees 58 minutes 49 seconds East, 25.42 feet to the west line of those lands described in Official Records Book 3943, page 2182 of said public records; thence on said west line, South 01 degrees 00 minutes 51 seconds East, 440.00 feet to the south line thereof; thence on said south line, North 88 degrees 59 minutes 09 seconds East, 258.00 feet; thence South 31 degrees 00 minutes 07 seconds West, 58.78 feet; thence South 08 degrees 36 minutes 53 seconds East, 533.05 feet; thence South 28 degrees 54 minutes 07 seconds West, 348.41 feet; thence South 05 degrees 52 minutes 53 seconds East, 631.61 feet; thence North 89 degrees 52 minutes 53 seconds West, 186.70 feet; thence South 00 degrees 07 minutes 07 seconds West, 60.00 feet; thence South 16 degrees 07 minutes 09 seconds West, 655.39 feet; thence South 00 degrees 07 minutes 07 seconds West, 40.00 feet to said south line of Section 18; thence on said south line, North 89 degrees 52 minutes 53 seconds West, 800.47 feet to the point of beginning.

BEING 67.06 ACRES, MORE OR LESS, IN AREA.

SIXTH ORDER OF BUSINESS

RESOLUTION 2019-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2019-03 TO RE-SET THE DATE, TIME AND LOCATION OF THE PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Village Community Development District ("District") was established by an ordinance adopted by the Board of County Commissioners of Clay County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, on November 13, 2018, at a duly noticed public meeting, the District's Board of Supervisors ("Board") adopted Resolution 2019-03, setting a public hearing regarding the District's intent to use the uniform method for the levy, collection, and enforcement of non-ad valorem special assessments for Tuesday, January 8, 2019, at 6:30 p.m., at Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida 32065; and

WHEREAS, due to a publication error, the Board desires to change the date of the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. PUBLIC HEARING DATE RE-SET. Resolution 2019-03 is hereby amended to reflect that the public hearing as declared in Resolution 2019-03 is re-set to:

Tuesday, March 5, 2019
6:30 p.m.
Eagle Landing Residents Club
3975 Eagle Landing Parkway
Orange Park, Florida 32065

SECTION 2. RESOLUTION 2019-03 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2019-03 continue in full force and effect.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 5th day of February, 2019.

ATTEST:

**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Its: _____

SEVENTH ORDER OF BUSINESS

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Dates P.E., Vice President

INVOICE

Date: 01/21/19

Period To 1/21/2019

Invoice #: 5485

To: South Village CDD
c/o Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

VCC Project #: 201865

Application #: 1

Attn.: Accounts Payable/Jim Perry

Project Description: *Eagle Landing Phase 6*
Middleburg, FL 32068

ORIGINAL CONTRACT AMOUNT.....	\$	1,927,121.54
CHANGE ORDERS TO DATE.....	\$	-
REVISED CONTRACT AMOUNT.....	\$	1,927,121.54
PERCENTAGE COMPLETE.....	1.07%	
WORK COMPLETE TO DATE.....	\$	20,644.47
STORED MATERIALS.....	\$	-
TOTAL COMPLETED & STORED.....	\$	20,644.47
LESS RETAINAGE.....	\$	2,064.45
TOTAL EARNED LESS RETAINAGE.....	\$	18,580.02
LESS PREVIOUS BILLINGS.....	\$	-
CURRENT DUE.....	\$	18,580.02



Account Summary:	Sales This Period	Sales To Date
Gross:	20,644.47	20,644.47
Retainage:	2,064.45	2,064.45
Net:	18,580.02	18,580.02



Distribution to:

☒ OWNER

☒ ENGINEER

ENGINEER'S PROJECT NO: N/A
CONTRACTOR'S PROJECT NO: 201865

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS		\$ -	\$ -
Net change by Change Orders			\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been 7. completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment show 8. issued and payments received from the Owner, and that current payment shown 9. herein is now due.

5. RETAINAGE:

a. 0 % of Completed Work	\$	2,064.45
--------------------------	----	----------

(Column D + E on G703)

b. ____ % of Stored Materials \$ _____

(Column F on G703)

Total Retainage (Line 5a + 5b or

Total in Column 1 of G703).....	\$	2.064.45
---------------------------------	----	----------

6. TOTAL EARNED LESS RETAINAGE:	\$ 18,580.02
---------------------------------	--------------

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)_____ \$

8. CURRENT PAYMENT DUE.....	\$ 18,580.02
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9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 1,908,541.52
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(Line 3 less Line 6)

State of: FLORIDA

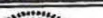
County of: CLAY

Subscribed and sworn to before me this

day of January, 2019

Notary Public: Maria Valdez

My Commission Expires: 12/8/2021

 MARIA VALDES
MY COMMISSION # GG 132511
EXPIRES: December 9, 2024
Bonded Third Notary Public Underwriters

AMOUNT CERTIFIED: \$18,580.02

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER:

By: 

Date: 1/29/19

indicated, the quality of the Work is in accordance with the Contract Documents, and this Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Schedule of Contract Values

South Village CDD

Eagle Landing Phase 6

ALA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Middleburg, FL 32068

APPLICATION NUMBER: 5495-1

Contractor's signed Certification is attached.

APPLICATION DATE: 01/21/19

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 01/21/19

Use Column I on Contracts where available retainage for line items may apply.

VCC PROJECT #: 201865

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (ROT IN DOES)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D-F)	THIS PERIOD					
1.	General Conditions	\$ 24,458.72		\$ 2,445.87		\$ 2,445.87	10%	\$ 22,012.85	\$ 244.59
2.	Bonds	\$ 14,452.00				\$ -		\$ 14,452.00	\$ -
3.	NPPES	\$ 15,355.53		\$ 425.50		\$ 425.50	3%	\$ 14,930.03	\$ 42.55
4.	Surveying	\$ 30,263.10		\$ 4,539.47		\$ 4,539.47	15%	\$ 25,723.63	\$ 453.95
5.	As Built	\$ 18,158.00				\$ -		\$ 18,158.00	\$ -
6.	Erosion Control	\$ 7,634.36		\$ 3,000.00		\$ 3,000.00	39%	\$ 4,634.36	\$ 300.00
7.	Clearing	\$ 27,289.84		\$ 3,411.23		\$ 3,411.23	13%	\$ 23,878.61	\$ 341.12
8.	Pond Excavation	\$ 263,290.60				\$ -		\$ 263,290.60	\$ -
9.	Earthwork	\$ 99,885.92				\$ -		\$ 99,885.92	\$ -
10.	Grassing	\$ 10,138.00				\$ -		\$ 10,138.00	\$ -
11.	Subsoil Stabilization	\$ 44,062.00				\$ -		\$ 44,062.00	\$ -
12.	Limerock	\$ 86,210.00				\$ -		\$ 86,210.00	\$ -
13.	Paving	\$ 48,840.00				\$ -		\$ 48,840.00	\$ -
14.	Striping	\$ 6,114.44				\$ -		\$ 6,114.44	\$ -
15.	Curb	\$ 63,360.00				\$ -		\$ 63,360.00	\$ -
16.	Sidewalk	\$ 7,679.04				\$ -		\$ 7,679.04	\$ -
17.	Storm Drain	\$ 150,063.68				\$ -		\$ 150,063.68	\$ -
18.	Sewer	\$ 339,897.60				\$ -		\$ 339,897.60	\$ -
19.	Water Main	\$ 170,709.68				\$ -		\$ 170,709.68	\$ -
20.	House Main	\$ 130,178.82				\$ -		\$ 130,178.82	\$ -
21.	Lot Clearing	\$ 68,224.00		\$ 6,822.40		\$ 6,822.40	10%	\$ 61,401.60	\$ 682.24
22.	Lot Earthwork	\$ 253,517.33				\$ -		\$ 253,517.33	\$ -
23.	Lot Grassing	\$ 38,530.80				\$ -		\$ 38,530.80	\$ -
24.						\$ -		\$ -	\$ -
25.						\$ -		\$ -	\$ -
26.						\$ -		\$ -	\$ -
27.						\$ -		\$ -	\$ -
28.						\$ -		\$ -	\$ -
29.						\$ -		\$ -	\$ -
30.						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
	TOTAL	\$ 1,927,121.54	\$ -	\$ 20,644.47	\$ -	\$ 20,644.47	1%	\$ 1,906,477.07	\$ 2,064.45

Eagle Landing Phase 6
11/27/2018

Tag 2	Division Code	Description	Pay Quantity	Unit Price	Unit of Measure	Total Price	Qty Installed Previous	Qty Installed This App	Qty Installed to Date	Total This Period	Total To Date	% Complete
01 ROW	00100	General Conditions	1.00	\$20,010.60	Lump Sum	\$20,010.60		0.1	0.1	\$2,001.06	\$2,001.06	10%
01 ROW	00100	Construction Entrance	1.00	\$4,448.12	Each	\$4,448.12		0.1	0.1	\$444.81	\$444.81	10%
	00100 Total					\$24,458.72				\$2,445.87	\$2,445.87	10%
01 ROW	00200	Payment & Performance Bonds	1.00	\$14,452.00	Lump Sum	\$14,452.00			0	\$0.00	\$0.00	0%
	00200 Total					\$14,452.00				\$0.00	\$0.00	0%
01 ROW	00300	NPDES Permit Compliance	1.00	\$4,254.97	Lump Sum	\$4,254.97		0.1	0.1	\$425.50	\$425.50	10%
01 ROW	00300	Maintain Silt Fence	5,800.00	\$1.33	Linear Feet	\$7,714.00			0	\$0.00	\$0.00	0%
01 ROW	00300	NPDES Reporting	8.00	\$423.32	Month	\$3,386.56			0	\$0.00	\$0.00	0%
	00300 Total					\$15,355.53				\$425.50	\$425.50	3%
01 ROW	00400	Surveying	1.00	\$30,263.10	Lump Sum	\$30,263.10		0.15	0.15	\$4,539.47	\$4,539.47	15%
	00400 Total					\$30,263.10				\$4,539.47	\$4,539.47	15%
01 ROW	00500	As Builts	1.00	\$18,158.00	Lump Sum	\$18,158.00			0	\$0.00	\$0.00	0%
	00500 Total					\$18,158.00				\$0.00	\$0.00	0%
01 ROW	00600	Silt Fence Type III (Regular)	5,800.00	\$1.00	Linear Feet	\$5,800.00		3000	3000	\$3,000.00	\$3,000.00	52%
01 ROW	00600	Inlet Protection	11.00	\$166.76	Each	\$1,834.36			0	\$0.00	\$0.00	0%
	00600 Total					\$7,634.36				\$3,000.00	\$3,000.00	39%
01 ROW	00900	Clear Right of Way, Easements, Ponds	3.00	\$3,411.23	Acre	\$10,233.69		1	1	\$3,411.23	\$3,411.23	33%
01 ROW	00900	Clearing For Stockpile	5.00	\$3,411.23	Acre	\$17,056.15			0	\$0.00	\$0.00	0%
	00900 Total					\$27,289.84				\$3,411.23	\$3,411.23	13%
01 ROW	01000	Dewater for Pond	94,398.00	\$0.39	Cubic Yard	\$36,815.22			0	\$0.00	\$0.00	0%
01 ROW	01000	Pond Excavation	94,398.00	\$2.27	Cubic Yard	\$214,283.46			0	\$0.00	\$0.00	0%
01 ROW	01000	Pond Sod	5,000.00	\$2.44	Square Yard	\$12,200.00			0	\$0.00	\$0.00	0%
	01000 Total					\$263,298.68				\$0.00	\$0.00	0%
01 ROW	01100	Stockpile Excess	66,373.00	\$0.64	Cubic Yard	\$42,478.72			0	\$0.00	\$0.00	0%
01 ROW	01100	Strip Topsoil ROW	2,600.00	\$2.49	Cubic Yard	\$6,474.00			0	\$0.00	\$0.00	0%
01 ROW	01100	Bury in Pond ROW	2,600.00	\$1.58	Cubic Yard	\$4,108.00			0	\$0.00	\$0.00	0%
01 ROW	01100	Site Cut ROW	3,716.00	\$2.73	Cubic Yard	\$10,144.68			0	\$0.00	\$0.00	0%
01 ROW	01100	Place & Compact Fill ROW	6,485.00	\$1.16	Cubic Yard	\$7,522.60			0	\$0.00	\$0.00	0%
01 ROW	01100	Earthwork Density Testing	1.00	\$12,006.62	Lump Sum	\$12,006.62			0	\$0.00	\$0.00	0%
01 ROW	01100	Site Dewatering	1.00	\$3,084.15	Lump Sum	\$3,084.15			0	\$0.00	\$0.00	0%
01 ROW	01100	Final Dressout	15,000.00	\$0.58	Square Yard	\$8,700.00			0	\$0.00	\$0.00	0%
01 ROW	01100	Dress Behind Electric Contractor	1.00	\$5,367.15	Lump Sum	\$5,367.15			0	\$0.00	\$0.00	0%
	01100 Total					\$99,885.92				\$0.00	\$0.00	0%
01 ROW	01200	Right of Way Sod	1,450.00	\$2.44	Square Yard	\$3,538.00			0	\$0.00	\$0.00	0%
01 ROW	01200	Right of Way Seed and Mulch	15,000.00	\$0.44	Square Yard	\$6,600.00			0	\$0.00	\$0.00	0%
	01200 Total					\$10,138.00				\$0.00	\$0.00	0%
01 ROW	01300	Subgrade for Sidewalk	200.00	\$2.68	Square Yard	\$536.00			0	\$0.00	\$0.00	0%
01 ROW	01300	Subsoil Stabilization	7,400.00	\$5.99	Square Yard	\$44,326.00			0	\$0.00	\$0.00	0%
	01300 Total					\$44,862.00				\$0.00	\$0.00	0%

01 ROW	01400	6" Limerock	7,400.00	\$11.65	Square Yard	\$86,210.00		0	\$0.00	\$0.00	0%
	01400 Total					\$86,210.00			\$0.00	\$0.00	0%
01 ROW	01500	1" Asphalt Pavement	7,400.00	\$6.13	Square Yard	\$45,362.00		0	\$0.00	\$0.00	0%
01 ROW	01500	Prime Limerock	7,400.00	\$0.47	Square Yard	\$3,478.00		0	\$0.00	\$0.00	0%
	01500 Total					\$48,840.00			\$0.00	\$0.00	0%
01 ROW	01700	Striping & Signs	1.00	\$6,114.44	Lump Sum	\$6,114.44		0	\$0.00	\$0.00	0%
	01700 Total					\$6,114.44			\$0.00	\$0.00	0%
01 ROW	01800	18" Miami Curb & Gutter	6,600.00	\$9.60	Linear Feet	\$63,360.00		0	\$0.00	\$0.00	0%
	01800 Total					\$63,360.00			\$0.00	\$0.00	0%
01 ROW	02000	5' Sidewalk	1,600.00	\$3.66	Square Feet	\$5,856.00		0	\$0.00	\$0.00	0%
01 ROW	02000	A.D.A. Handicap Ramps	4.00	\$166.76	Each	\$667.04		0	\$0.00	\$0.00	0%
01 ROW	02000	A.D.A. Mats	40.00	\$28.90	Square Feet	\$1,156.00		0	\$0.00	\$0.00	0%
	02000 Total					\$7,679.04			\$0.00	\$0.00	0%
01 ROW	03000	Dewater Storm Drain	600.00	\$14.33	Linear Feet	\$8,598.00		0	\$0.00	\$0.00	0%
01 ROW	03000	Curb Inlet 0-6' Deep	10.00	\$2,466.33	Each	\$24,663.30		0	\$0.00	\$0.00	0%
01 ROW	03000	Storm Manhole 0-6' Deep	1.00	\$2,132.07	Each	\$2,132.07		0	\$0.00	\$0.00	0%
01 ROW	03000	Storm Top Adjustments	11.00	\$352.15	Each	\$3,873.65		0	\$0.00	\$0.00	0%
01 ROW	03000	Storm Inverts	11.00	\$418.17	Each	\$4,599.87		0	\$0.00	\$0.00	0%
01 ROW	03000	Underdrain Stubs from Inlets	480.00	\$21.78	Linear Feet	\$10,454.40		0	\$0.00	\$0.00	0%
01 ROW	03000	Core Ex. Inlet	1.00	\$1,820.67	Each	\$1,820.67		0	\$0.00	\$0.00	0%
01 ROW	03000	24" Mitered End Section	2.00	\$1,145.26	Each	\$2,290.52		0	\$0.00	\$0.00	0%
01 ROW	03000	15" RCP 0-6' Deep	249.00	\$46.09	Linear Feet	\$11,476.41		0	\$0.00	\$0.00	0%
01 ROW	03000	18" RCP 0-6' Deep	379.00	\$55.27	Linear Feet	\$20,947.33		0	\$0.00	\$0.00	0%
01 ROW	03000	24" RCP 0-6' Deep	641.00	\$68.00	Linear Feet	\$43,588.00		0	\$0.00	\$0.00	0%
01 ROW	03000	Roadway Underdrain	200.00	\$25.18	Linear Feet	\$5,036.00		0	\$0.00	\$0.00	0%
01 ROW	03000	Punch Out Storm Drain	1,269.00	\$1.78	Linear Feet	\$2,258.82		0	\$0.00	\$0.00	0%
01 ROW	03000	TV Storm Drain	1,269.00	\$6.56	Linear Feet	\$8,324.64		0	\$0.00	\$0.00	0%
	03000 Total					\$150,063.68			\$0.00	\$0.00	0%
01 ROW	04000	Dewater Gravity Sewer	3,089.00	\$16.14	Linear Feet	\$49,856.46		0	\$0.00	\$0.00	0%
01 ROW	04000	Type A Manhole 0-6' Deep	1.00	\$2,525.33	Each	\$2,525.33		0	\$0.00	\$0.00	0%
01 ROW	04000	Type A Manhole 6-8' deep	5.00	\$2,819.82	Each	\$14,099.10		0	\$0.00	\$0.00	0%
01 ROW	04000	Type A Manhole 8-10' deep	2.00	\$3,474.31	Each	\$6,948.62		0	\$0.00	\$0.00	0%
01 ROW	04000	Type A Manhole 10-12' deep	1.00	\$4,200.86	Each	\$4,200.86		0	\$0.00	\$0.00	0%
01 ROW	04000	Type A Manhole 12-14' deep	5.00	\$5,178.20	Each	\$25,891.00		0	\$0.00	\$0.00	0%
01 ROW	04000	Manhole Top Out	13.00	\$263.75	Each	\$3,428.75		0	\$0.00	\$0.00	0%
01 ROW	04000	Pour Inverts	13.00	\$241.47	Each	\$3,139.11		0	\$0.00	\$0.00	0%
01 ROW	04000	10" SDR 26 Sewer Main 6-8' Deep	360.00	\$36.22	Linear Feet	\$13,039.20		0	\$0.00	\$0.00	0%
01 ROW	04000	10" SDR 26 Sewer Main 12-14' Deep	1,049.00	\$48.36	Linear Feet	\$50,729.64		0	\$0.00	\$0.00	0%
01 ROW	04000	8" SDR 26 Sewer Main 6-8' Deep	457.00	\$32.23	Linear Feet	\$14,729.11		0	\$0.00	\$0.00	0%
01 ROW	04000	8" SDR 26 Sewer Main 8-10' Deep	514.00	\$35.83	Linear Feet	\$18,416.62		0	\$0.00	\$0.00	0%
01 ROW	04000	8" SDR 26 Sewer Main 10-12' Deep	709.00	\$43.93	Linear Feet	\$31,146.37		0	\$0.00	\$0.00	0%
01 ROW	04000	6" SDR 26 Sewer Main 0-6' Deep	160.00	\$25.26	Linear Feet	\$4,041.60		0	\$0.00	\$0.00	0%
01 ROW	04000	PVC Fittings	1.00	\$889.36	Each	\$889.36		0	\$0.00	\$0.00	0%
01 ROW	04000	10" & 12" Boots for Manholes	12.00	\$77.32	Each	\$927.84		0	\$0.00	\$0.00	0%
01 ROW	04000	6" & 8" Standard Boots for Manholes	17.00	\$61.85	Each	\$1,051.45		0	\$0.00	\$0.00	0%
01 ROW	04000	Punch Out Sewer	3,249.00	\$1.78	LF	\$5,783.22		0	\$0.00	\$0.00	0%
01 ROW	04000	Sewer Services	77.00	\$969.20	Each	\$74,628.40		0	\$0.00	\$0.00	0%
01 ROW	04000	TV Test Sewer Main	3,249.00	\$4.44	Linear Feet	\$14,425.56		0	\$0.00	\$0.00	0%
	04000 Total					\$339,897.60			\$0.00	\$0.00	0%

01 ROW	07000	8" DR18 PVC Water Main	3,348.00	\$18.23	Linear Feet	\$61,034.04		0	\$0.00	\$0.00	0%
01 ROW	07000	8" Joint Restraints	32.00	\$152.05	Each	\$4,865.60		0	\$0.00	\$0.00	0%
01 ROW	07000	8" Sleeve	5.00	\$500.66	Each	\$2,503.30		0	\$0.00	\$0.00	0%
01 ROW	07000	8" Gate Valve	3.00	\$1,336.27	Each	\$4,008.81		0	\$0.00	\$0.00	0%
01 ROW	07000	8 x 8" Tee	1.00	\$539.85	Each	\$539.85		0	\$0.00	\$0.00	0%
01 ROW	07000	8 x 6" Tee	5.00	\$430.83	Each	\$2,154.15		0	\$0.00	\$0.00	0%
01 ROW	07000	8" 45 Bend	6.00	\$342.25	Each	\$2,053.50		0	\$0.00	\$0.00	0%
01 ROW	07000	8" 22.5 Bend	10.00	\$340.40	Each	\$3,404.00		0	\$0.00	\$0.00	0%
01 ROW	07000	6" DR18 PVC Water Main	50.00	\$14.80	Linear Feet	\$740.00		0	\$0.00	\$0.00	0%
01 ROW	07000	6" Gate Valve	5.00	\$898.39	Each	\$4,491.95		0	\$0.00	\$0.00	0%
01 ROW	07000	Fire Hydrant	5.00	\$2,572.29	Each	\$12,861.45		0	\$0.00	\$0.00	0%
01 ROW	07000	8" Conflict	3.00	\$3,100.54	Each	\$9,301.62		0	\$0.00	\$0.00	0%
01 ROW	07000	1" Single Water Service	11.00	\$585.17	Each	\$6,436.87		0	\$0.00	\$0.00	0%
01 ROW	07000	2" Double Water Service	34.00	\$975.87	Each	\$33,179.58		0	\$0.00	\$0.00	0%
01 ROW	07000	Sample Point	8.00	\$376.80	Each	\$3,014.40		0	\$0.00	\$0.00	0%
01 ROW	07000	Locate Wire Box	6.00	\$245.96	Each	\$1,475.76		0	\$0.00	\$0.00	0%
01 ROW	07000	Valve Box Installation	8.00	\$138.89	Each	\$1,111.12		0	\$0.00	\$0.00	0%
01 ROW	07000	Punch Out for Water Main	3,398.00	\$1.78	Linear Feet	\$6,048.44		0	\$0.00	\$0.00	0%
01 ROW	07000	Flushing & BT's for Water Main	3,398.00	\$0.89	Linear Feet	\$3,024.22		0	\$0.00	\$0.00	0%
01 ROW	07000	Locate Wire Test for Water Main	3,398.00	\$0.51	Linear Feet	\$1,732.98		0	\$0.00	\$0.00	0%
01 ROW	07000	Pressure Test for Water Main	3,398.00	\$1.98	Linear Feet	\$6,728.04		0	\$0.00	\$0.00	0%
07000 Total						\$170,709.68			\$0.00	\$0.00	0%
01 ROW	09000	8" DR18 PVC Reuse Main	3,123.00	\$17.94	Linear Feet	\$56,026.62		0	\$0.00	\$0.00	0%
01 ROW	09000	8" Joint Restraints	32.00	\$152.05	Each	\$4,865.60		0	\$0.00	\$0.00	0%
01 ROW	09000	8" Sleeve	5.00	\$500.66	Each	\$2,503.30		0	\$0.00	\$0.00	0%
01 ROW	09000	8 x 8" Tee	1.00	\$539.85	Each	\$539.85		0	\$0.00	\$0.00	0%
01 ROW	09000	8" 45 Bend	6.00	\$342.25	Each	\$2,053.50		0	\$0.00	\$0.00	0%
01 ROW	09000	8" 22.5 Bend	10.00	\$340.40	Each	\$3,404.00		0	\$0.00	\$0.00	0%
01 ROW	09000	8" Gate Valve	3.00	\$1,336.27	Each	\$4,008.81		0	\$0.00	\$0.00	0%
01 ROW	09000	Locate Wire Box	6.00	\$148.73	Each	\$892.38		0	\$0.00	\$0.00	0%
01 ROW	09000	Valve Box Installation	3.00	\$138.89	Each	\$416.67		0	\$0.00	\$0.00	0%
01 ROW	09000	8" Conflict	2.00	\$3,106.24	Each	\$6,212.48		0	\$0.00	\$0.00	0%
01 ROW	09000	1" Single Water Service	5.00	\$585.17	Each	\$2,925.85		0	\$0.00	\$0.00	0%
01 ROW	09000	2" Double Water Service	39.00	\$975.87	Each	\$38,058.93		0	\$0.00	\$0.00	0%
01 ROW	09000	Punch Out for Reuse Main	3,123.00	\$1.78	Linear Feet	\$5,558.94		0	\$0.00	\$0.00	0%
01 ROW	09000	Flushing for Reuse Main	3,123.00	\$0.89	Linear Feet	\$2,779.47		0	\$0.00	\$0.00	0%
01 ROW	09000	Locate Wire Test for Reuse Main	3,123.00	\$0.56	Linear Feet	\$1,748.88		0	\$0.00	\$0.00	0%
01 ROW	09000	Pressure Test for Reuse Main	3,123.00	\$1.98	Linear Feet	\$6,183.54		0	\$0.00	\$0.00	0%
09000 Total						\$138,178.82			\$0.00	\$0.00	0%
01 ROW Total						\$1,566,849.41			\$13,822.06	\$13,822.06	1%
Lots Earthwork											
02 Lots	00900	Clear Lots	20.00	\$3,411.20	Acre	\$68,224.00	2	2	\$6,822.40	\$6,822.40	10%
00900 Total						\$68,224.00			\$6,822.40	\$6,822.40	10%
02 Lots	01100	Strip Topsoil Lots	21,200.00	\$2.61	Cubic Yard	\$55,332.00		0	\$0.00	\$0.00	0%
02 Lots	01100	Bury in Pond Lots	21,200.00	\$1.66	Cubic Yard	\$35,192.00		0	\$0.00	\$0.00	0%
02 Lots	01100	Site Cut Lots	22,213.00	\$2.73	Cubic Yard	\$60,641.49		0	\$0.00	\$0.00	0%
02 Lots	01100	Place & Compact Fill Lots	47,469.00	\$1.16	Cubic Yard	\$55,064.04		0	\$0.00	\$0.00	0%
02 Lots	01100	Fine Grade Building Pads	87,570.00	\$0.54	Square Yard	\$47,287.80		0	\$0.00	\$0.00	0%
01100 Total						\$253,517.33			\$0.00	\$0.00	0%
02 Lots	01200	Seed and Mulch Lots	87,570.00	\$0.44	Square Yard	\$38,530.80		0	\$0.00	\$0.00	0%
01200 Total						\$38,530.80			\$0.00	\$0.00	0%
02 Lots Total						\$360,272.13			\$6,822.40	\$6,822.40	2%
						\$1,927,121.54			\$20,644.46	\$20,644.46	1%

**WAIVER AND RELEASE OF LIEN
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of \$ 18,580.02, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through January 21, 2019 on the job of South Village CDD to the following described property:

Project: Eagle Landing Phase 6
Location: Middleburg, FL 32068
Invoice#: 5485-1

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

Dated on: January 21, 2019

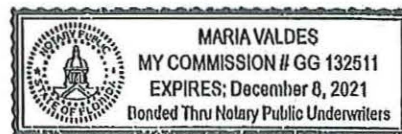
Lienor's Name: Vallencourt Construction Co., Inc.
Address: P.O. Box 1889
Green Cove Springs, FL 32043
Phone: 904-291-9330
By: Steven Jordan
Printed Name: Steven Jordan
Title: Chief Financial Manager

**STATE OF FLORIDA
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 21ST day of Jan 2019 by Steven Jordan of Vallencourt Construction Co., Inc., a Florida corporation, on behalf of the corporation.

Personally known X or Produced Identification _____ Type of Identification _____

Maria Valdes
Notary Public



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).
Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

EIGHTH ORDER OF BUSINESS

B.

**REQUISITION FORM
SVCDD- Series 2016 -A1/2
CONSTRUCTION FUND**

The undersigned, an Authorized Officer of South Village Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of January 1, 2005 (the "Master Indenture"), as amended and supplemented by the Second and Third Supplemental Indenture from the District to the Trustee, dated as of June 1, 2016 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition No.:** 079
- (B) **Payee:** SVCDD GENERAL FUND
- (C) **Amount Payable:** \$5,598.50
- (D) **Invoice:** Dated Jan. 16, 2019 *(see attached)*
- (E) **Series 2016-A1/2 CONSTRUCTION FUND**

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 Districtwide 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 construction of the Districtwide Project and each represents a Cost of the Districtwide Project, and has not previously been paid.

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.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or the approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

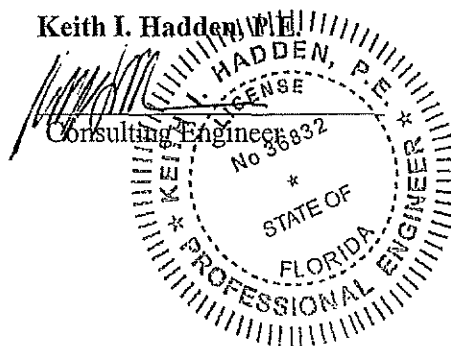
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

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

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



South Village Community Development District

475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092
Ph: (904) 940-5850

January 16, 2019

VIA OVERNIGHT DELIVERY

Premier Tennis Courts, Inc.
4549 St. Augustine Road, Suite 4
Jacksonville, Florida 32065
Attn: Mr. Lee Brock

Re: South Village Community Development District
Settlement of Payment Dispute

Dear Mr. Brock:

The District has received your request for payment in connection with the contracts between the District and Premier Tennis Courts, Inc. The District disputes that Premier is due the payment it has requested. Per the contracts, the District is required only for payment of the work satisfactorily completed. As you recall, the District terminated the contracts in October 2018 due to Premier's unsatisfactory work.

The table below reflects the unsatisfactory work and allocated costs associated with the same.

ASPHALT COURTS

TASK	COST
Fence rails installed with improper shorter rails	\$2,250
Court paint splattered all over fencing	\$2,000
Asphalt edges poorly finished	\$3,500
Light skirts not fastened, one damaged	\$150
Fence tension bars and chain have sharp edges	\$500
Back board improperly installed, missing line	\$250
Wrong paint color used in numerous locations	\$3,500
Finish on water cooler tarnished	\$800
<i>TOTAL ASPHALT COURTS</i>	<i>\$12,950</i>

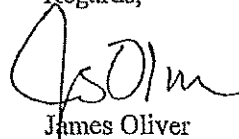
CLAY COURTS

TASK	COST
Install 100' chain and windscreens	\$1,250
Finish Adding 100' Har-Tru clay, no clay left onsite	\$600
Labor to lay clay, ongoing with other repairs	\$2,200
Drill holes in sidewalk for fence drop rods	\$75
Supply irrigation clock and stations	\$350
Trough drains not tied to main	\$250
Hydro boxes are leaking and not tied to main	\$250
Trough drains missing grates and end pieces	\$100
Fence rails installed with improper shorter rails	\$2,250
Light skirts are not properly installed	\$50
Bench pad finished poorly, rough.	\$250
Lines installed loose	\$500
Irrigation heads too high	\$250
Finish on water cooler tarnished	\$800
Concrete smeared over brick border	\$2,500
Fence tension bars and chain have sharp edges	\$500
<i>TOTAL CLAY COURTS</i>	<i>\$12,175</i>
<i>TOTAL PROJECT OFFSET</i>	<i>\$25,125</i>

The District has calculated that costs associated with such remedial work to be \$25,125. Premier asserts the balance due under the contracts is \$30,723.50. Accordingly, the District will apply the offset and pay to Premier \$5,598.50 as final payment and full satisfaction of its obligation under the contract. To that end, a check for \$5,598.50 is enclosed herein. Deposit of this check will deemed agreement by Premier that the District has fully satisfied of all payment obligations under the contracts.

Should you have any questions, please contact the undersigned.

Regards,



James Oliver

ENCLOSURE

cc: Chairman, Board of Supervisors
District Counsel
General Manager

Linda Hadden

From: Jim Oliver <joliver@gmsnf.com>
Sent: Monday, January 28, 2019 11:36 AM
To: Linda Hadden; Patti Powers
Cc: Keith Hadden; Matthew Biagetti
Subject: Fwd: South Village - Requisition to reimburse General Fund for \$5,598.50 paid to Premier Tennis Courts, Inc.
Attachments: 20190116093551188.pdf; ATT00001.htm
Importance: High

Linda: Invoice was paid from General Fund Account account. Please prepare requisition from Construction Fund to reimburse South Village CDD.

Thanks,
Jim

Jim Oliver
Governmental Management Services, LLC
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092
P: (904) 940-5850 ext. 406
F: (904) 940-5899
E-mail: joliver@gmsnf.com

Begin forwarded message:

From: Jim Oliver <joliver@gmsnf.com>
Subject: Fwd: South Village - Letter to Premier w/check for \$5,598.50 payable to Premier Tennis Courts, Inc.
Date: January 16, 2019 at 9:29:07 AM EST
To: Patti Powers <ppowers@gmssf.com>
Cc: Sarah Sweeting <ssweeting@gmsnf.com>, "Katie S. Buchanan" <KatieB@hgslaw.com>

Patti: Will you please provide subject check with "Final Payment" noted on either memo line or check stub? If you can send to printer here at St. Augustine office, we'll print, sign and include with letter. Otherwise, please expedite check to us.

Thanks,
Jim

Jim Oliver
Governmental Management Services, LLC
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092

ELEVENTH ORDER OF BUSINESS

EARLY VOTING LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this ____ day of _____, 2019 between **South Village CDD** ("Lessor") and Chris H. Chambless, in his official capacity as Clay County Supervisor of Elections ("Lessee").

IN CONSIDERATION OF the covenants contained in this lease agreement ("Lease") to be performed by the parties, the parties agree:

1. The following definitions apply herein:

- a. "Early Voting" means casting a ballot in person prior to Election Day at a location designated by the Supervisor of Elections and depositing the voted ballot in the tabulation system.
- b. "Election Day" means a day established for the election of public officials as well as ballot measures.

2. Lessor does let, lease, and demise unto the Lessee for any time period designated for Early Voting for any regular or special called election to be held in and for Clay County, Florida, the following described premises lying and being in Clay County, Florida:

Club Room in Residents Center at Swim Park

3. Lessor understands and agrees that the premises will be used for an Early Voting location for any regular or special called election for the electorate of Clay County, Florida, for a term effective January 1, 2019 through December 31, 2020.
4. Lessor shall complete the Precinct Information Sheet, attached hereto as Exhibit A, upon periodic request from Lessee and agrees to notify Lessee during the term of the Lease of any changes required to the information provided.
5. Lessee will notify Lessor of the dates of any time period designated for Early Voting at least 90 days prior to the Election Day, except in the event of special called elections, notice will be provided as soon as reasonably possible prior to the Election Day.
6. Lessee will accept the condition of the premises in its present state unless otherwise noted as follows: _____.
7. If the premises are monitored by a security system, Lessor acknowledges and agrees that during the time period designated for Early Voting from 6:00 a.m. to 9:00 p.m. each day, any security camera located in a polling room will be covered such that the polling room is not being recorded during this time.
8. Lessor shall provide Lessee access to the premises between the hours of 6:00 a.m. and 9:00 p.m. each day during the time period designated for Early Voting.

9. Lessee is responsible for providing at Lessee's expense any equipment needed for Lessee's operations that is not available on the premises.
10. Lessor shall provide Lessee reasonable access to the premises prior to the commencement of the time period designated for Early Voting for delivery of supplies or equipment and following the conclusion of the time period designated for Early Voting to obtain supplies or equipment, which access will be coordinated in advance between Lessor and Lessee.
11. Lessee shall cause the general liability insurance covering Clay County, a political subdivision of the State of Florida, to be extended so as to cover all liability for negligence attributable to Lessee arising out of the use and occupancy of the premises under this Agreement.
12. All election laws in regards to political advertisement and solicitation are to be adhered to and will be strictly enforced.
13. Lessee will provide a poll deputy, sworn in by the Clay County Sheriff, to maintain order at the premises when the premises are open for Early Voting, at no expense to Lessor.
14. Any notices or communications required under this Lease shall be made to the following:

For the Lessee:
Name: Holly DePaul
Election Services Manager
Clay County Supervisor of Elections
Address: 500 N. Orange Ave.
Green Cove Springs, FL 32043
Phone #: 904-269-6350
Email Address: HDePaul@clayelections.com

For the Lessor:

IN WITNESS WHEREOF, each of the parties has caused this Lease to have been executed on its behalf as of the day and year first above-written.

Lessee

Lessor

Chris H. Chambless
Supervisor of Elections
Clay County, Florida

Print name: _____
Authorized Agent of: _____

FOURTEENTH ORDER OF BUSINESS

PROPOSAL

Island Paint & More, LLC

5000 US Highway 17

Suite 18 #166

Fleming Island, FL 32003

Phone: 904-940-4500

Email: islandpaintmore@att.net

PROPOSAL SUBMITTED TO: SVCDD Eagle Landing

STREET 3975 Eagle Landing Pkwy

Orange Park, FL 32065

PHONE 1-724-986-2789

DATE 12/5/18

JOB NAME Swim park exterior paint

We hereby submit specifications and estimates for:

Exterior pressure washing, caulking, primer and painting.

2 wood repairs and tower floor repair and reroof.

Same colors on building exterior.

We Propose hereby to furnish material and labor-complete in accordance with above specifications for the sum

Twenty four thousand four hundred eighty five dollars (\$ \$24,485.00)

Authorized

Signature _____

Signature _____

Signature _____

Acceptance of Contract – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Date of Acceptance _____

PERFORMANCE PAINTING

CONTRACTORS, INC

"Quality Coatings Applied With Pride"

11463 Saints Road. Jacksonville, FL 32246

(904) 641-4800 • Fax (904) 641-4809

December 28, 2018

Eagle Landing at Oakleaf Plantation
3989 Eagle Landing Pkwy
Orange Park, FL 32065

Estimator: Kevin Hughes

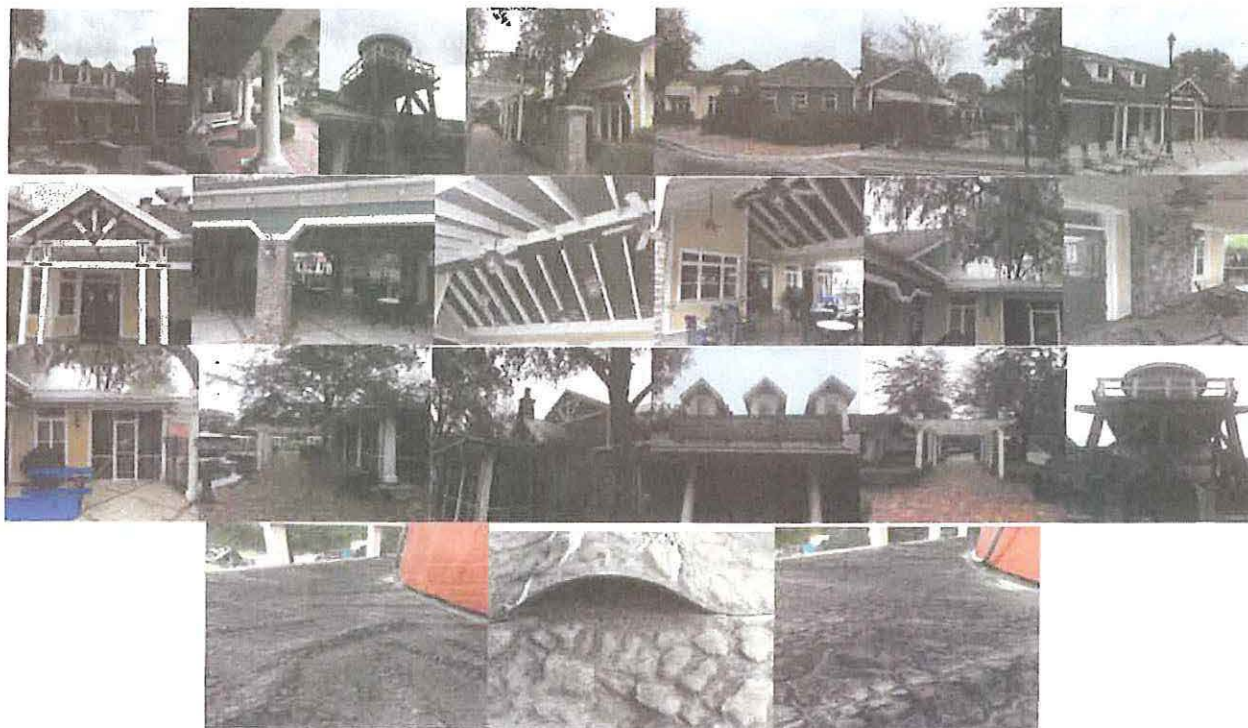
Thank you for the opportunity to quote the following prices:

<u>Job Description</u>	<u>Amount</u>
<u>Recreation Center:</u> Paint/Stain all lap siding, board & batten siding, board & batten ceiling, columns, Window trim, door trim, one light door, paneled door, ceiling rafter beams, Soffit & fascia trim, soffit rafter tails, village store entry porch floor, corbels, Kiddie pool barn doors, wood paneled shutters, attic vents, roof top exhaust Pipes, dormers, all white trim, water tower faux barrel, water tower railing, Water Tower Deck underside, water tower deck support beams, all rafter beam Metal brackets and power wash	
Apply Two (2) Coats of Paint and Solid Color Stain to all substrates above total:	\$35,500.00
Apply One (1) Coat of Paint and Solid Color Stain to all substrates above total:	\$27,400.00
<u>Front Trellis Between Kid Club and Rec Center:</u> Paint all vertical support post, rafter beams, and corbels	\$950.00
<u>Left Trellis Between Screen Porch and Water:</u> Paint all vertical support post, rafter beams, and corbels	\$650.00
<u>Eagle Landing Water Tower Top of Deck:</u>	
• Remove loose damaged coating material to expose sound substrate, coating should be removed Back to a point where it is deemed fully adhered.	
• Thoroughly clean exposed substrate & existing coating surrounding the area with a cloth wet With Xylene.	
• Allow cleaning solvent to flash or evaporate for one hour.	
• Apply Vulkem 191 Low VOC primer in a thin film (450 square foot per gallon) to clean existing Coating surrounding the area to be repaired.	
• Allow primer to dry until tacky but not transferable by touch.	
• Install the coating system to the original film thickness extending each coat onto the existing coating, Feather edging the terminated edge of the coating.	\$2,800.00

Exclusions

No areas or tasks not listed above are included in above pricing

Please take note of job description, Performance Painting is not required to perform any tasks not specifically listed.



Exterior Preparation

The Following procedures will be applied as necessary to your particular job under normal conditions:

- All loose or failing paint will be scraped and sanded to insure paint adhesion.
- Apply sealer to any stains, bleed through or bare surface.
- Plants, fixtures, walkways, and windows will be protected.
- Work areas will be cleaned and swept, and debris will be taken away.
- Upon completion, left over paint will be labeled and left at job site.

All surfaces receiving paint

- Apply Sherwin Williams Resilience Exterior Acrylic Latex paint to match existing color and sheen.

All entry floor decks and bottom side of water tower deck surfaces receiving stain

- Apply SUPERDECK® solid color stain to match existing color and sheen.

All top side of deck surfaces receiving stain

- Apply SUPERDECK® solid color stain to match existing color and sheen.

Insurance

- Our company carries Liability insurance through Nationwide and Workers compensation through Lion Insurance.
- To request certificates of insurance please feel free to call our office.

Limited Warranty

- Performance Painting Contractors, Inc. warrants labor and material for a period of two (2) years. If paint failure appears, we will supply labor and materials to correct the condition without cost. This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition as indicated above.
- This warranty excludes, and in no event will Performance Painting Contractors, Inc. be responsible for consequential or incidental damages caused by accident or abuse, temperature changes, settlement or moisture; i.e., cracks caused by expansion and/or contraction. Cracks will be properly prepared as indicated at time of job, but will not be covered under this warranty.

Work Standard

- Performance Painting Contractors, Inc. is a member of the Painting and Decorating Contractors of America.
- All work is to be completed in a workman like manor according to standard practices. Worker/s will remain on job until completion of project. Work site will be cleaned daily and upon project completion. All agreements are contingent upon strikes, accidents, or delays beyond our control.
- Work procedures as per standards of the PDCA (Painting and Decorating Contractors of America) P1-92, P2-92, P3-93,P4-94, P5-94, P7-98, and P6-99.
- The painting contractor will produce a "properly painted surface". A "properly painted surface" is one that is uniform in color sheen. It is one that is free of foreign material, lumps, skins, sags, holidays, misses, strike-through, or insufficient coverage. It is a surface that is free of drips, spatters, spills, or over-spray which contractors' workforce causes. Compliance to meeting the criteria of a "properly painted surface" shall be determined when viewed without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position.

Customer Responsibility

- * Please take specific note of job description.
- Colors **must** be chosen two (2) days prior to start date. An additional cost will be charged for color changes made after commencement of work.
- Please have fragile or breakable items and electronics moved out of work areas prior to start of project..
- **Customer is to be available to meet with Project Manager on the last day of the job.**

Change Orders

- This is only a proposal and your acceptance is subject to our approval in order to make this contract binding.
- If after you agree to this work, you desire any changes or additional work, please contact us as the cost of all revisions must be agreed upon in writing. Workers are instructed not to undertake additional work without authorization.
- Starting date is agreed upon verbally. Changes may require additional cost.
- You will be notified of all carpentry and drywall repairs before they are performed.
- It is **essential** that the work area be available to us, **free from other trades**. As a result of trade interference, Performance Painting Contractors, Inc. may leave the job and additional charges may be incurred.
- Due to the concealed conditions of existing wall coverings, it may be impossible to estimate the labor of removal and preparation necessary to achieve a properly painted or wall papered surface. Under normal conditions wall paper can be removed properly without damage to the surface; however, sometimes the substrate has not been sealed properly or other hidden conditions may exist. Due to these factors, added labor and material cost may become necessary. If these conditions exist, the owner will be notified before further work commences.

Cost

- We propose to furnish material and labor – complete and in accordance with the above specifications for the sum of **all** as stated above. *Individual tasks*, if selected, may require additional pricing. Price is valid for **90 days** unless otherwise noted.

Payment

- **One third** to be paid to secure a start date.
- **The balance is to be paid in full to the Project Manager on the last day of the job.** Acceptable forms of payment are Cash, Check, Money order, Visa, MasterCard, or Discover.
- Progress payments will be requested on jobs over \$10,000.00.
- Accounts not paid within terms are subject to a 10% monthly finance charge.

Acceptance of Proposal

- **Please indicate your acceptance of the proposal by returning our email stating that you agree to the terms of the attached proposal and signing then mailing/faxing a copy to our office.**
- **We must have your signed copy to secure a start date.**
- **Due to the administrative efforts involved, a cancellation of contract will result in fees after a 72 hours grace period.**
- **By signing this contract, I acknowledge that I have read and understand the terms of this proposal.**

Client Signature: X _____ Date: ____/____/____

Estimator Signature: X _____ Date: ____/____/____

Proposal!

Bing Brothers Construction Inc

FI 32065

Date: January 22, 2019

Invoice #:

Customer ID: Matt

Expiration Date: none

Florida CRC 1331615

To: Eagle Landing
Eagle Landing Parkway
Orange Park FL 32065

Salesperson

Bing

Payment Terms

30% down balance at completion

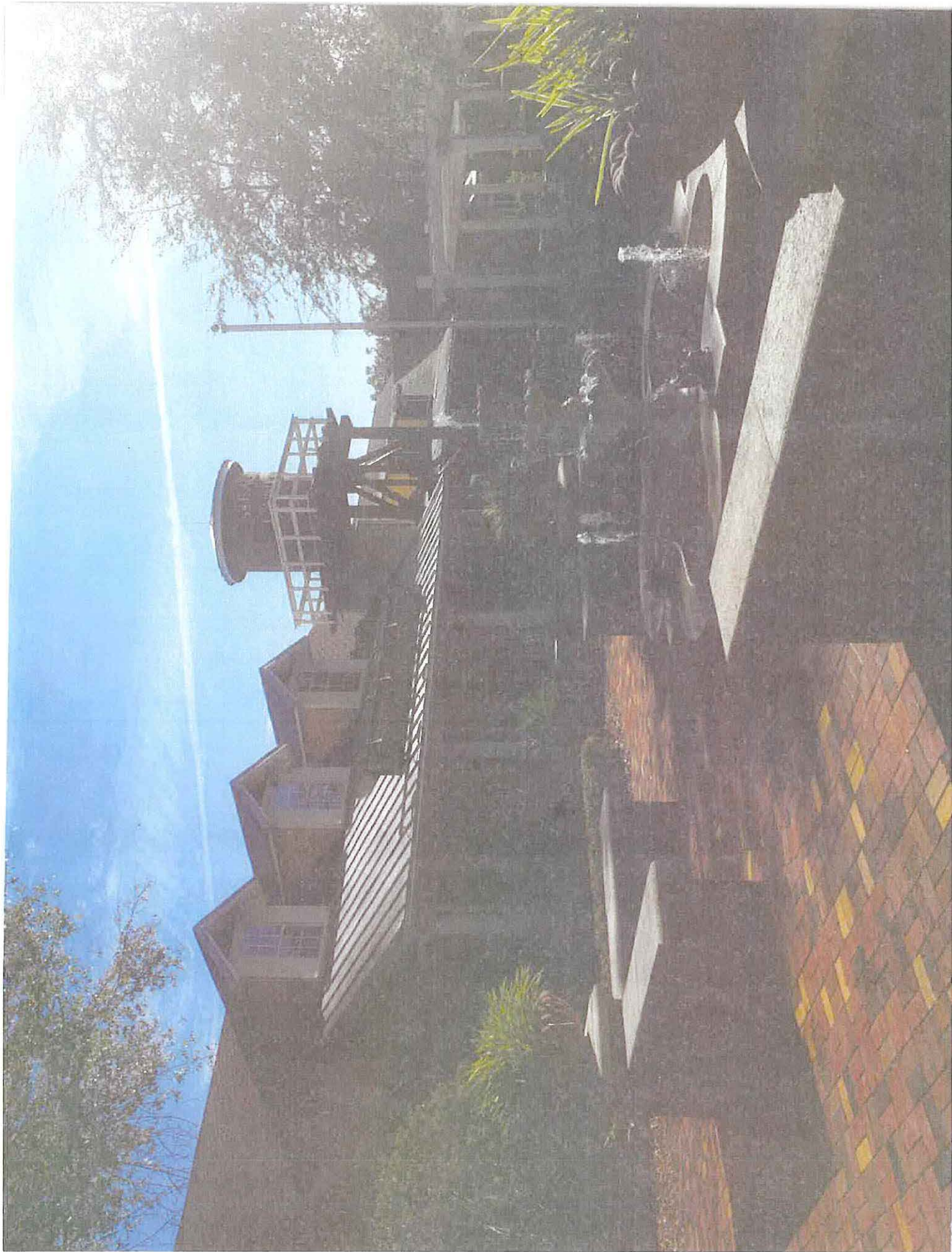
Due Date

Start of Job

[illegible]

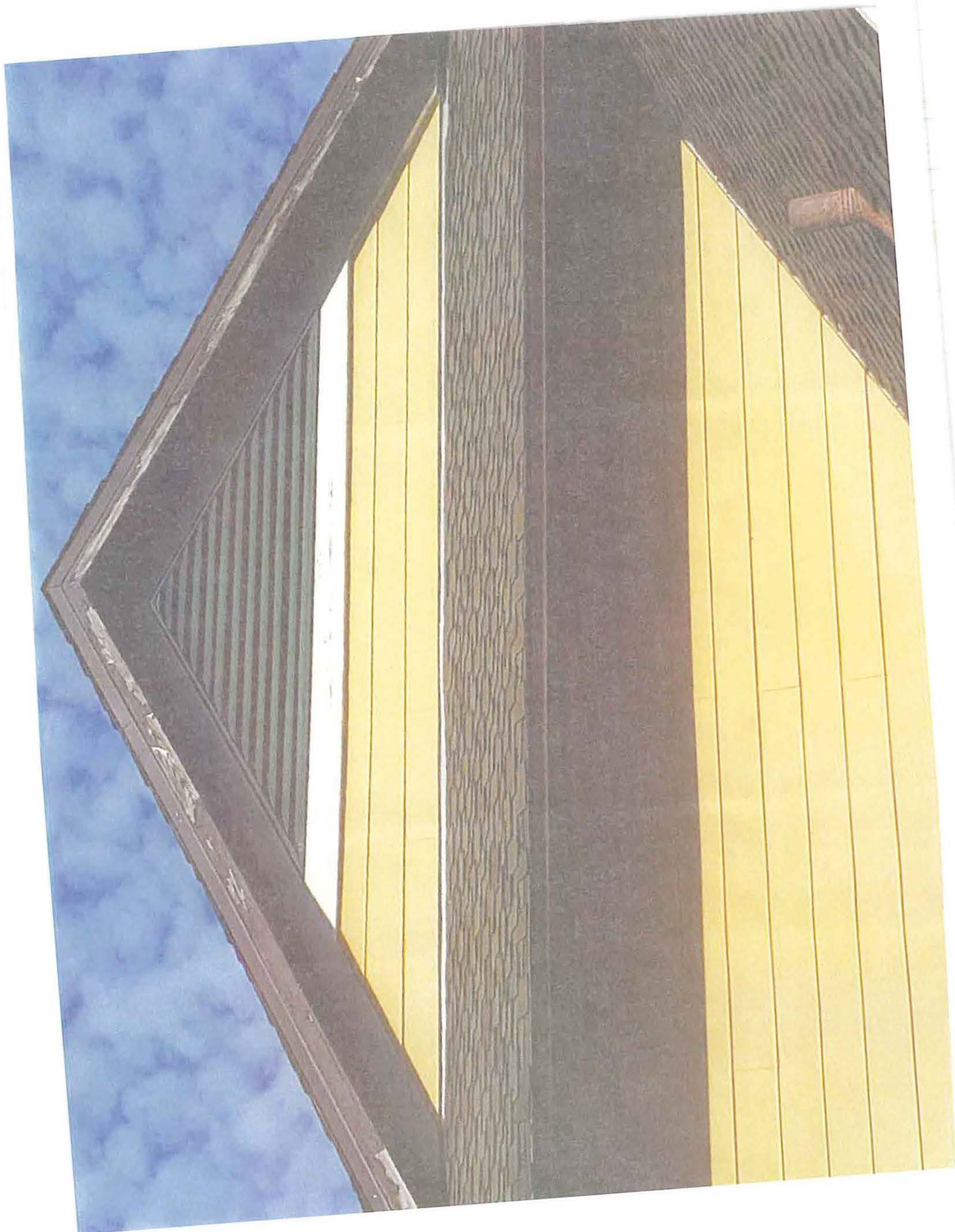
Thank you for your business!

Landing Parkway, Greg.Bing@comcast.net, 904-334-4718













SEVENTEENTH ORDER OF BUSINESS

A.

South Village Community Development District Operations Report

Date: February 2019
To: SVCDD, BOARD OF SUPERVISORS
From: Director of Operations, General Manager, Golf, F&B, Tennis
Re: Monthly Operations Report

Amenity Centers:

1. Aquatic Center/Kids Club

- a. Disassembled competition pool motor and pump to work with manufacturer on replacement.
- b. Have received quotes for exterior painting of Residents Club and Kids Club.
- c. Will be re-strapping chaises and cabana bar chairs for spring break opening.
- d. Received and installed new conference call phone for SVCDD Meetings.
- e. Waxed, buffed and sealed seams on waterslide.
- f. Finished deep cleaning on Café equipment.
- g. Annual termite inspection for bond on Kids Club passed without issue.
- h. Cintas performed extinguisher, light and sprinkler inspection at all REC facilities.

2. Athletic Center

- a. Staff painted the Membership Office.
- b. Still working out proper solution/cost for new tennis gate. To discuss.
- c. Repaired downstairs lobby HVAC and basketball court HVAC.
- d. Roofers to evaluate roof for multiple leaks, BBall court flooring repair quote to be provided.
- e. New AMAG access cards on order, should be receiving any day.

3. Activities

- a. 11 facility rentals in January.
- b. 6 people attended Movie on the Green.
- c. Average of 10 kids attended Schools Out camp 5 days in January
- d. 16 kids attended Kids Only Party.
- e. 10 people signed up for the Biggest Loser Competition.
- f. 30 Teens came to Teens Only Game/Movie night.
- g. Rachael had ___ member orientations.
- h. Updated EagleLandingOnline.com with current events and EagleLandingGolf.com
- i. Various advertising through social media, at least 3-times a week .
- j. Updated upcoming and completed project list on EagleLandingOnline.com.

4. Tennis Facility

- a. In process of trying to repair roller on Tennis Maint Cart vs. \$1200 new roller.
- b. Received and assembled 4 more table/chair sets. Also received last two replacement chairs.
- c. Staff mulched all around Athletic Center.
- d. Held Australian Open Social – was a success with 30 attendees.
- e. Received quote of \$17,000 for new Giliberti Tennis Maintenance cart.

Golf and Clubhouse Operations:

1. Golf Operations

- a. Strong month with 3,577 rounds played
- b. 476-member rounds for the month
- c. Weekly member groups had a stronger turnout due to fair weather most of the month.
- d. Slower golf outings rounds during the month, typical for January, but overall golf revenue very strong exceeding budget and PY by about \$25K.
- e. Golf hosted a 4-Man Superintends Revenge Event with 44 players.
- f. Range activity was strong with users 1115/ \$2,210.82 in revenue during the month
- g. Strong overall activity for golf and clubhouse with revenues exceeding budget and PY by \$55K, a 50% increase!! YTD revenues are up over budget and PY by more than \$90K!!
- h. Some new merchandise has arrived and been displayed in the pro shop, seeing nice sales
- i. Working to bring in vendors for new POS systems/Jonas, TAI Consulting, Ez-Link, GolfNow conducted meetings with Web-site vendor/Members First
- j. Moving forward with starter building for golf course 1st tee area, installed member plaques in hallway

2. Clubhouse F&B

- a. Weekly menu and new dinner menu specials continue to be well received by the residents.
- b. Steady social events/parties hosted throughout the month for members, residents and public
- c. New hardware installed on main doors of clubhouse, restaurant and pro shop, upgrades completed on men's restrooms, painted outside patio ceiling much fresher look
- d. E-Blast sent out to residents on various events and programs
- e. Continue to create new graphics for the weekly menus
- f. Trivia Nights have been very strong also hosted a dance night for residents conducted by Beyond Just Dance
- g. Strong revenue month, we beat budget and PY by about \$30K
- h. Planning for the Super Bowl Party and Valentine's Day Dinner along with a number of small social events scheduled for February
- i. Moving forward with bid for room dividers in clubhouse restaurant, 10-12-week window for fabrication and installation

3. Golf Course Maintenance

- a. Refurbished coolers on golf course
- b. Continue with the winter pesticide program including fungicides for fall/winter diseases and the second application of fall/winter herbicide was done in December, greens are in good shape
- c. All bunkers being edged.
- d. Greens pigment program ongoing.
- e. Drainage projects completed on 1, 2, 10, 13 and 18. Additional work may be needed on #2
- f. Reviewed the needs to start sodding along cart paths, starting with 1, 9,10,18, first and last impressions
- g. Started to redo landscape areas on tee boxes
- h. Painted floors of restrooms on the golf course, much cleaner look
- h. The course was in good shape during the month and finally dried out until heavy rain hit us the last week of the month!

Common Areas & Retention Ponds:

1. All lakes have been treated and inspected by the Lake Doctors. Written reports are submitted after each treatment.

2. Will look at parking options at park sites on 1.31 with Supervisor Randy Smith and Keith Hadden.
3. Measurement of vault on 1.28.19 showed no change from 1.2.19
4. Diver has cleaned suction line baskets to waterfall on 1.18.
5. Monitoring color of pond 11a & 11b in Wild Dunes. Change of plankton, golden algae and/or draining of residential pool could be cause. Lake Doctors Treating with algaecide and nutrient reduction.
6. Replaced two swings at Sand Park.
7. Replaced two Children at Play signs in Harbour Town.
8. Submitted complaint on 1.15 to Clay County about rough road exiting Glen Eagles near Clubhouse.
9. Receiving quotes/options to rejuvenate Glen Eagles sign area with planters/plants.
10. Receiving quote to install hanging baskets with plant material on street light posts.
11. Have hired and started a part-time maintenance tech for assisting our Maintenance Director in all aspects of Eagle Landing.

Landscaping:

1. Director of Operations confers with Tree Amigos Landscape on a weekly basis. Grounds are being maintained per the contract.
2. Maintenance services provided to Eagle Landing by Tree Amigos for January 1st thru January 31st
 - a. Ongoing maintenance per schedule for mowing and detail operations.
 - b. January irrigation inspection and repairs completed week of 1/21. Adjusted irrigation system based on current rainfall.
 - c. Continuous trash and debris removal. This is an ongoing issue and will be addressed during the detail rotations.
 - d. Natural area cleanup and tree canopy lifting will continue throughout the winter.
 - e. Club Lake Drive grade and sod install completed.
 - f. Heavy detail work will continue for next few months.
 - g. Cleaned up waterfall beds and applied pre-emerge in those beds for weeds.
 - h. Did heavy cut backs @ all neighborhood signs.
 - i. Did heavy cut backs thru out the main entrance to golf clubhouse.
 - j. Put additional application of rye seed to back of tennis facility. Will apply another app. of Bahia seed in March.

Misc:

1. Answered numerous phone calls, emails and visits from residents, contractors, vendors and other persons with inquiries. The subjects included, CCUA billing and repairs, golf course maintenance, easement encroachments, alligators, lake maintenance, FEMA, directions, repairs, drainage (both County and CDD owned), dead trees, vandalism, security, etc
2. Facilities are inspected on a weekly basis
3. Sand park is inspected weekly and required repairs are made.
4. Daily trash pickup along parkway, park sites and common areas.

Questions/Comments:

Should you have any questions or comments regarding the above information, please feel free to contact Matt Biagetti at matthew.biagetti@honourgolf.com , 904-637-0666.

NINETEENTH ORDER OF BUSINESS

A.

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
December 31, 2018

	<u>Governmental Fund Types</u>				Totals (Memorandum Only) 2019
	<u>General</u>	<u>Capital Resv</u>	<u>Debt Service</u>	<u>Capital Projects</u>	
<u>ASSETS:</u>					
Cash	\$700,211	\$296,065	---	---	\$996,276
Petty Cash	---	---	---	---	\$0
Investments:					
State Board	\$78,599	\$25,659	---	---	\$104,258
<u>Series 2016 A1/A2</u>					
Reserve A1	---	---	\$551,137	---	\$551,137
Reserve A2	---	---	\$206,685	---	\$206,685
Interest A1	---	---	\$123	---	\$123
Interest A2	---	---	\$59	---	\$59
Revenue A1/A2	---	---	\$1,248,028	---	\$1,248,028
Prepayment A1	---	---	\$22,559	---	\$22,559
Prepayment A2	---	---	\$7,408	---	\$7,408
Construction	---	---	---	\$48,072	\$48,072
<u>Series 2016 A3</u>					
Reserve A3	---	---	\$141,732	---	\$141,732
Revenue A3	---	---	\$310,720	---	\$310,720
Prepayment A3	---	---	\$39,950	---	\$39,950
Dreamfinders Acquisition	---	---	---	\$63	\$63
Dreamfinders Supp. Constr.	---	---	---	\$547,672	\$547,672
Assessments Receivable	\$46,683	\$15,778	---	---	\$62,461
Due from General	---	\$0	---	---	\$0
Due from Rec Fund	\$68,866	\$10,923	---	---	\$79,789
Due from Golf Course	\$34,535	---	---	---	\$34,535
Due from Capital	---	\$6,838	---	---	\$6,838
TOTAL ASSETS	<u>\$928,894</u>	<u>\$355,264</u>	<u>\$2,528,401</u>	<u>\$595,807</u>	<u>\$4,408,366</u>
<u>LIABILITIES:</u>					
Accounts Payable	\$16,831	\$33,266	---	---	\$50,097
Due to Other Funds	\$6,753	---	---	---	\$6,753
<u>FUND BALANCES:</u>					
Nonspendable	\$0	---	---	---	
Restricted for Debt Service	---	---	\$2,528,401	---	\$2,528,401
Restricted for Capital Projects	---	---	---	\$595,807	\$595,807
Unassigned	\$905,310	\$321,998	---	---	\$1,227,308
TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS	<u>\$928,894</u>	<u>\$355,264</u>	<u>\$2,528,401</u>	<u>\$595,807</u>	<u>\$4,408,366</u>

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures
For the Period Ended December 31, 2018

	ADOPTED PRORATED BUDGET		ACTUAL	
	BUDGET	THRU 12/31/18	THRU 12/31/18	VARIANCE
REVENUES:				
Maintenance Assessments - Tax Collector	\$740,954	\$603,939	\$603,939	\$0
Maintenance Assessments - Direct	\$1,267	\$0	\$0	\$0
Inrerest Income	\$0	\$0	\$485	\$485
Misc Income - Boundary Amendment	\$0	\$0	\$25,000	\$25,000
TOTAL REVENUES	\$742,221	\$603,939	\$629,424	\$25,485
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisor Fees	\$13,000	\$3,250	\$2,800	\$450
FICA Taxes	\$1,000	\$250	\$214	\$36
Engineering	\$15,000	\$3,750	\$1,063	\$2,688
Arbitrage	\$1,800	\$0	\$0	\$0
Dissemination	\$5,000	\$1,250	\$1,250	\$0
Assessment Roll	\$5,300	\$5,300	\$5,260	\$40
Attomey	\$35,000	\$8,750	\$16,729	(\$7,979)
Annual Audit	\$4,500	\$0	\$0	\$0
Trustee Fees	\$15,000	\$0	\$0	\$0
Management Fees	\$45,000	\$11,250	\$11,250	\$0
Computer Time	\$1,000	\$250	\$250	\$0
Telephone	\$500	\$125	\$183	(\$58)
Postage	\$1,500	\$375	\$398	(\$23)
Printing & Binding	\$3,300	\$825	\$1,160	(\$335)
Insurance	\$7,200	\$7,200	\$5,298	\$1,902
Legal Advertising	\$1,000	\$250	\$2,039	(\$1,789)
Other Current Charges	\$1,200	\$300	\$1,167	(\$867)
Office Supplies	\$100	\$25	\$228	(\$203)
Dues, Licenses, Subscriptions	\$200	\$200	\$175	\$25
Contingency	\$572	\$143	\$0	\$143
TOTAL ADMINISTRATIVE	\$157,172	\$43,493	\$49,463	(\$5,970)
COMMUNITY APPEARANCE				
Utilities	\$95,000	\$23,750	\$15,797	\$7,953
Interlocal Agreement - MVCDD	\$36,000	\$9,000	\$0	\$9,000
Personnel	\$199,408	\$49,852	\$1,803	\$48,049
Landscape - Contract	\$155,518	\$38,880	\$37,747	\$1,132
Landscape - Contingency	\$30,000	\$7,500	\$8,205	(\$705)
Landscape - Irrigation Repairs	\$10,500	\$2,625	\$0	\$2,625
Lake - Contract	\$25,423	\$6,356	\$6,498	(\$142)
Miscellaneous - Direct Cost	\$10,000	\$2,500	\$800	\$1,700
Security	\$23,200	\$5,800	\$6,564	(\$764)
TOTAL COMMUNITY APPEARANCE	\$585,049	\$146,262	\$77,414	\$68,848
TOTAL EXPENDITURES	\$742,221	\$189,755	\$126,878	\$62,878
EXCESS REVENUES (EXPENDITURES)	\$0		\$502,546	
FUND BALANCE - Beginning			\$402,764	
FUND BALANCE - Ending			\$905,310	

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL RESERVE

Statement of Revenues & Expenditures
For the Period Ended December 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/18	ACTUAL THRU 12/31/18	VARIANCE
<u>REVENUES:</u>				
Special Assessments	\$250,416	\$204,123	\$204,123	\$0
Interest Income	\$0	\$0	\$158	\$158
TOTAL REVENUES	\$250,416	\$204,123	\$204,281	\$158
<u>EXPENDITURES:</u>				
Capital Outlay/Repair & Replacement	\$250,000	\$28,935	\$28,935	\$0
Other Current Charges	\$300	\$75	\$109	(\$34)
TOTAL EXPENDITURES	\$250,300	\$29,010	\$29,044	(\$34)
EXCESS REVENUES (EXPENDITURES)	\$116		\$175,237	
FUND BALANCE - Beginning	\$63,358		\$146,761	
FUND BALANCE - Ending	\$63,474		\$321,998	

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 2016A1/A2 Special Assessment Revenue and Refunding Bonds

Statement of Revenues & Expenditures

For the Period Ended December 31, 2018

ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/18	ACTUAL THRU 12/31/18	VARIANCE
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REVENUES:

Assessments - Tax Collector	\$1,490,047	\$1,211,765	\$1,211,765	\$0
Direct Assessments - A1	\$18,076	\$12,437	\$12,437	\$0
Direct Assessments - A2	\$6,798	\$0	\$0	\$0
Prepayments	\$0	\$0	\$29,856	\$29,856
Interest Income	\$0	\$0	\$4,522	\$4,522

TOTAL REVENUES

\$1,514,921	\$1,224,202	\$1,258,580	\$34,378
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EXPENDITURES:

Series 2016 A-1 Refunding Bonds

Interest Expense - 11/1	\$195,013	\$195,013	\$195,013	\$0
Special Call - 11/1	\$0	\$0	\$35,000	(\$35,000)
Interest Expense - 5/1	\$195,013	\$0	\$0	\$0
Principal Expense - 5/1	\$600,000	\$0	\$0	\$0

Series 2016 A-1 Revenue Bonds

Interest Expense - 11/1	\$57,281	\$57,281	\$57,281	\$0
Principal Expense - 11/1	\$0	\$0	\$0	\$0
Interest Expense - 5/1	\$57,281	\$0	\$0	\$0

Series 2016 A-2 Refunding Bonds

Interest Expense - 11/1	\$99,624	\$99,624	\$99,624	\$0
Principal Expense - 11/1	\$0	\$0	\$0	\$0
Principal Expense - 5/1	\$170,000	\$0	\$0	\$0
Interest Expense - 5/1	\$99,624	\$0	\$0	\$0

Series 2016 A-2 Revenue Bonds

Interest Expense - 11/1	\$20,875	\$20,875	\$20,875	\$0
Interest Expense - 5/1	\$20,875	\$0	\$0	\$0

TOTAL EXPENDITURES

\$1,515,586	\$372,793	\$407,793	(\$35,000)
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EXCESS REVENUES (EXPENDITURES)

(\$665)	\$850,787
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FUND BALANCE - Beginning

\$430,291

\$1,185,212

FUND BALANCE - Ending

\$429,626

\$2,036,000

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 2016A3 Special Assessment Revenue and Refunding Bonds
Statement of Revenues & Expenditures
For the Period Ended December 31, 2018

ADOPTED BUDGET	PRORATED THRU 12/31/18	ACTUAL THRU 12/31/18	VARIANCE
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REVENUES:

Assessments - Tax Collector	\$396,452	\$304,538	\$304,538	\$0
Prepayments	\$0	\$0	\$39,950	\$39,950
Interest Income	\$0	\$0	\$1,496	\$1,496

TOTAL REVENUES

\$396,452	\$304,538	\$345,984	\$41,446
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EXPENDITURES:

Series 2016 A-3 Refunding Bonds

Interest Expense - 11/1	\$86,375	\$86,375	\$85,400	\$975
Special Call - 11/1	\$20,000	\$20,000	\$155,000	(\$135,000)
Interest Expense - 5/1	\$86,375	\$0	\$0	\$0
Principal Expense - 5/1	\$105,000	\$0	\$0	\$0
Special Call - 5/1	\$0	\$0	\$0	\$0

Series 2016 A-3 Revenue Bonds

Interest Expense - 11/1	\$55,125	\$55,125	\$55,125	\$0
Interest Expense - 5/1	\$55,125	\$0	\$0	\$0

TOTAL EXPENDITURES

\$408,000	\$161,500	\$295,525	(\$134,025)
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EXCESS REVENUES (EXPENDITURES)

(\$11,548)	\$50,459
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FUND BALANCE - Beginning

\$315,957	\$441,942
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FUND BALANCE - Ending

<u>\$304,409</u>	<u>\$492,401</u>
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SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

Series 2016A1/A2 Special Assessment Revenue and Refunding Bonds

Statement of Revenues & Expenditures

For the Period Ended December 31, 2018

	ADOPTED BUDGET	PRORATED THRU 12/31/18	ACTUAL THRU 12/31/18	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$410	\$410
TOTAL REVENUES	\$0	\$0	\$410	\$410
<u>EXPENDITURES:</u>				
Capital Outlay	\$0	\$0	\$54,337	(\$54,337)
TOTAL EXPENDITURES	\$0	\$0	\$54,337	(\$54,337)
<u>OTHER SOURCES/(USES):</u>				
Interfund Transfer In	\$0	\$0	\$0	\$0
TOTAL OTHER	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		(\$53,928)	
FUND BALANCE - Beginning			\$102,000	
FUND BALANCE - Ending			<u>\$48,072</u>	

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

Series 2016A3 Special Assessment Revenue and Refunding Bonds

Statement of Revenues & Expenditures

For the Period Ended December 31, 2018

	ADOPTED BUDGET	PRORATED THRU 12/31/18	ACTUAL THRU 12/31/18	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$2,168	\$2,168
Capital Assessments	\$0	\$0	\$60,000	\$60,000
TOTAL REVENUES	\$0	\$0	\$62,168	\$62,168
<u>EXPENDITURES:</u>				
Capital Outlay	\$0	\$0	\$8,438	(\$8,438)
Cost of Issuance	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$8,438	(\$8,438)
<u>OTHER SOURCES/(USES):</u>				
Interfund Transfer In	\$0	\$0	\$0	\$0
Interfund Transfer Out	\$0	\$0	\$0	\$0
TOTAL OTHER	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$53,730	
FUND BALANCE - Beginning			\$494,005	
FUND BALANCE - Ending			\$547,735	

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

Bond Issue:	<u>Series 2016A1/A2/A3 Capital Improvement Revenue and Refunding Bonds</u>
Original Issue Amount:	\$28,085,000
Interest Rate:	2-5%
Maturity Date:	May 1, 2046

Bonds outstanding - 6/23/16	\$28,085,000
Less:	
11/1/16 A1	(\$30,000)
11/1/16 A2	(\$10,000)
5/1/17 A1	(\$595,000)
5/1/17 A2	(\$165,000)
5/1/17 A3	(\$100,000)
11/1/17 A1	(\$10,000)
11/1/17 A2	(\$5,000)
11/1/17 A3	(\$155,000)
5/1/18 A1	(\$585,000)
5/1/18 A2	(\$165,000)
5/1/18 A3	(\$105,000)
8/1/18 A3	(\$35,000)
11/1/18 A2	(\$35,000)
11/1/18 A3	(\$155,000)
Current Bonds Outstanding:	<u><u>\$25,935,000</u></u>

Adopted Budget	Oct	Nov.	Dec.	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
\$740,954	\$0	\$186,833	\$417,106	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$603,939
\$1,267	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$157	\$157	\$171	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$485
\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
\$742,221	\$157	\$186,989	\$442,277	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$629,424
\$13,000	\$1,000	\$800	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800
\$1,000	\$77	\$61	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$214
\$15,000	\$0	\$0	\$1,063	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,063
\$1,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$5,000	\$417	\$417	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250
\$5,300	\$5,260	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,260
\$35,000	\$0	\$12,828	\$3,901	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,729
\$4,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$45,000	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,250
\$1,000	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250
\$500	\$35	\$148	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$183
\$1,500	\$74	\$221	\$103	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$398
\$3,300	\$830	\$89	\$241	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,160
\$7,200	\$5,298	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,298
\$1,000	\$0	\$0	\$2,039	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,039
\$1,200	\$850	\$7	\$310	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,167
\$100	\$153	\$8	\$67	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$228
\$200	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
\$572	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$157,172	\$18,000	\$18,412	\$13,051	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$49,463
\$95,000	\$5,386	\$8,211	\$2,201	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,797
\$36,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$199,408	\$1,803	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,803
\$155,518	\$12,582	\$12,582	\$12,582	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,747
\$30,000	\$0	\$3,745	\$4,460	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,205
\$10,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$25,423	\$2,166	\$2,166	\$2,166	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,498
\$10,000	\$0	\$0	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800
\$23,200	\$1,589	\$2,795	\$2,180	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,564
\$585,049	\$23,526	\$29,499	\$24,389	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$77,414
\$742,221	\$41,527	\$47,911	\$37,440	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$126,878
\$0	(\$41,369)	\$139,078</											

South Village
Community Development District
Series 2016 A2 Special Assessment Bonds

1. Recap of Capital Project Fund Activity Through December 31, 2018

Opening Balance in Construction Account Series 2016 A2	\$4,514,463.83
Source of Funds:	
Interest Earned	\$6,915.33
Transfer In	\$6,527.25
Use of Funds:	
Disbursements:	
Golf Course Acquisition	(\$2,621,109.02)
Renovation to Aquatic Facilities	(\$343,128.75)
Tennis Facility Expansion	(\$342,538.90)
Renovations to Athletic Center	(\$162,919.99)
Golf Clubhouse Renovations	(\$373,599.96)
Community Upgrades	(\$40,251.30)
Golf Practice Facility	(\$43,897.57)
Professional Fees (Soft Costs)	(\$56,028.48)
Cost of Issuance	(\$496,360.05)
Adjusted Balance in Construction Account at December 31, 2018	<u><u>\$48,072.39</u></u>

2. Funds Available For Construction at December 31, 2018

Book Balance of Construction Fund at December 31, 2018	\$ 48,072.39
Contracts in place at December 31, 2018	
Construction Funds available at December 31, 2018	<u><u>\$ 48,072.39</u></u>

3. Investments -U.S. Bank

December 31, 2018	Type	Yield	Due	Maturity	Principal
Construction Fund:	Overnight	0.01%			\$48,072.39

ADJ: Outstanding Requisitions Series 2016 A2	\$ -
Balance at 12/31/2018	<u><u>\$ 48,072.39</u></u>

South Village
Community Development District
Series 2016 A3 Special Assessment Bonds

1. Recap of Capital Project Fund Activity Through December 31, 2018

Opening Balance in Construction Account Series 2016 A3	\$2,208,094.98
Source of Funds:	
Interest Earned	\$6,929.56
Trans to/from Debt Service	(\$6,526.50)
Prepayments	\$470,000.00
Use of Funds:	
Disbursements: Roads	(\$195,250.12)
Stormwater	(\$470,069.36)
Water	(\$283,608.17)
Reclaimed Water	(\$220,187.74)
Sewer	(\$281,334.89)
General Conditions/Erosion/Earthwork	(\$549,825.66)
Contingency	(\$47,611.47)
Cost of Issuance	(\$82,875.93)
Adjusted Balance in Construction Account at December 31, 2018	\$547,734.70

2. Funds Available For Construction at December 31, 2018

Book Balance of Construction Fund at December 31, 2018	\$ 547,734.70
Contracts in place at December 31, 2018	
Construction Funds available at December 31, 2018	\$ 547,734.70

3. Investments -U.S. Bank

December 31, 2018	<u>Type</u>	<u>Yield</u>	<u>Due</u>	<u>Maturity</u>	<u>Principal</u>
Construction Fund:	Overnight	0.01%			\$547,734.70

ADJ: Outstanding Requisitions Series 2016 A3	\$ -
Balance at 12/31/18	\$ 547,734.70

South Village CDD Golf Initiation Fee

ST #	STREET	ST SUF	NEIGHBORHOOD	CLOSING COMPANY	INITIATION FEE PAID	DATE PD
4266	EAGLE LANDING	PKWY	PINEHURST	EXACTA		
1132	LAUREL VALLEY	DR		DREAM FINDERS	500.00	10/2/18
2498	CLUB LAKE	DR	PRAIRIE DUNES	DREAM FINDERS		
2425	CLUB LAKE	DR	PRAIRIE DUNES	DREAM FINDERS	500.00	10/22/18
1132	AUTUMN PINES	DR	TORREY PINES	WATSON	500.00	11/6/18
1080	SOUTHERN HILLS	DR	SOUTHERN HILLS	DREAM FINDERS	500.00	12/7/18
2059	CLUB LAKE	DR	SOUTHERN HILLS	DREAM FINDERS		
1441	AUTUMN PINES	DR		DREAM FINDERS	500.00	11/13/18
4603	GOLF BROOK	RD	GRAY HAWK	HEAD	500.00	11/20/18
4463	QUAIL HOLLOW	RD	QUAIL HOLLOW	HEAD	500.00	11/14/18
1319	EAGLE CROSSING	DR	GLEN EAGLES	HEAD	500.00	11/6/18
1915	EAGLES POINT	DR	EMERALD DUNES	SHEFFIELD	500.00	11/20/18
4415	CASTLE PALM	CT	SOUTHERN HILLS	DREAM FINDERS		
1430	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS	500.00	11/6/18
2293	CLUB LAKE	DR	GRAY HAWK	HEAD	500.00	12/7/18
2250	CLUB LAKE	DR	CAMP CREEK	TITLE AMERICA	500.00	1/3/18
1900	EAGLES POINT	DR	EMERALD DUNES	SHEFFIELD		
1894	GREEN ISLAND	CIR	EMERALD DUNES	SHEFFIELD	500.00	1/3/18
1471	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS	500.00	12/7/18
1100	LAUREL VALLEY	DR	LAUREL VALLEY	DREAM FINDERS	500.00	12/7/18
4442	CARRIAGE OAK	LN	SOUTHERN HILLS	DREAM FINDERS	500.00	12/7/18
978	AUTUMN PINES	DR	SEA PINES	LANDMARK	500.00	1/3/18
1035	PRAIRIE DUNES	CT	PRAIRIE DUNES	KENDALL TITLE SERVICES	500.00	1/3/18
4488	GRAY HAWK	ST	GRAY HAWK	PROPLOGIX		
4250	EAGLE LANDING	PKWY	PINEHURST	HEAD	500.00	1/3/18
2505	CLUB LAKE	DR	TORREY PINES	BOGIN		
4415	CASTLE PALM	CT	SOUTHERN HILLS	DREAM FINDERS (GOLDEN DOG)		
2059	CLUB LAKE	DR	SOUTHERN HILLS	DREAM FINDERS (GOLDEN DOG)	500.00	1/3/18
1136	LAUREL VALLEY	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)		
1508	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)		
1154	LAUREL VALLEY	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)		
2217	CLUB LAKE	DR	SOUTHERN HILLS	INTRUST TITLE		
999	PRAIRIE DUNES	CT	PRAIRIE DUNES	TITLE AMERICA		
2505	CLUB LAKE	DR	TORREY PINES	BOGIN		
1502	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)		
1488	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)	500.00	1/23/19
1349	EAGLE CROSSING	DR	ROYAL PINES	HEAD		
2167	CLUB LAKE	DR	SOUTHERN HILLS	SHEFFIELD		
4580	GOLF BROOK	RD	GRAY HAWK	DREAM FINDERS (GOLDEN DOG)		
1111	GREEN PINE	CIR	HARBOUR TOWN	GIBRALTAR		
4451	QUAIL HOLLOW	RD	QUAIL HOLLOW	HOME SHIELD		
1464	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)		
1504	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)		
1448	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)		
1263	AUTUMN PINES	DR	TORREY PINES	SHEFFIELD		
1672	CROOKED OAK	DR	OAKMONT	SHEFFIELD		
				Total	10,500.00	

B.

Fiscal Year 2019 Assessment Receipt Summary

ASSESSED	# UNITS ASSESSED	SERIES 2016A-1 DEBT SERVICE ASSESSED	SERIES 2016A-2 DEBT SERVICE ASSESSED	SERIES 2016A-3 DEBT SERVICE ASSESSED	FY19 O&M ASSESSED	TOTAL ASSESSED
EAGLE LANDING - UNITS (1)	18	18,088.02	6,786.00	-	1,267.00	26,141.02
TOTAL DIRECT BILLS ASSESSED	18	18,088.02	6,786.00	-	1,267.00	26,141.02
NET TAX ROLL ASSESSED	1,332	1,081,022.94	405,560.71	373,604.88	2,043,094.06	3,903,282.58
FUNDING AGREEMENT PER BUDGET		-			-	-
TOTAL ASSESSED	1,350	1,099,110.96	412,346.71	373,604.88	2,044,361.06	3,929,423.60

DUE / RECEIVED	BALANCE DUE	SERIES 2016A-1 DEBT SERVICE PAID	SERIES 2016A-2 DEBT SERVICE PAID	SERIES 2016A-3 DEBT SERVICE PAID	O&M PAID	TOTAL PAID
EAGLE LANDING - UNITS (1)	12,753.76	9,044.01	3,393.00	-	950.25	13,387.26
DIRECT BILLS DUE / RECEIVED	12,753.76	9,044.01	3,393.00	-	950.25	13,387.26
TAX ROLL DUE / RECEIVED	650,572.36	900,845.45	337,964.63	311,334.97	1,702,565.17	3,252,710.22
FUNDING AGREEMENT RECEIVED	-	-	-	-	-	-
TOTAL DUE / RECEIVED	663,326.12	909,889.46	341,357.63	311,334.97	1,703,515.42	3,266,097.48

(1) Assessments are due 50% by 12/1/18, 25% by 2/1/19 and 25% by 5/1/19

SUMMARY OF TAX ROLL RECEIPTS						
CLAY COUNTY DISTRIBUTION	DATE RECEIVED	TOTAL RECEIVED	SERIES 2016A-1 DEBT RECEIPTS	SERIES 2016A-2 DEBT RECEIPTS	SERIES 2016A-3 DEBT RECEIPTS	O&M RECEIPTS
1	11/14/2018	57,655.04	15,967.69	5,990.50	5,518.48	30,178.37
2	11/30/2018	926,625.45	256,631.01	96,278.67	88,692.47	485,023.30
3	12/10/2018	1,951,481.47	540,467.21	202,763.75	186,787.14	1,021,463.37
4	12/19/2018	245,937.84	68,113.04	25,553.55	23,540.08	128,731.17
5	1/17/2019	71,010.42	19,666.50	7,378.16	6,796.80	37,168.96
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
TOTAL RECEIVED TAX ROLL		3,252,710.22	900,845.45	337,964.63	311,334.97	1,702,565.17

PERCENT COLLECTED	TOTAL	SERIES 2016A1-1	SERIES 2016A1-2	SERIES 2016A-3	O&M
% COLLECTED DIRECT BILL	51.21%	50.00%	50.00%	0.00%	75.00%
% COLLECTED TAX ROLL	83.33%	83.33%	83.33%	83.33%	83.33%
TOTAL PERCENT COLLECTED	83.12%	82.78%	82.78%	83.33%	83.33%

C.

South Village Community Development District

Summary of Invoices

February 5, 2019

Fund	Date	Check No.s	Amount
<i>General Fund</i>	12/1-12/31	2661-2674	\$ 46,855.81
<i>Capital Reserve</i>	12/1-12/31		\$ -
Total Invoices for Approval			\$ 46,855.81

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/29/19
 *** CHECK DATES 12/01/2018 - 12/31/2018 *** SOUTH VILLAGE CDD - GENERAL
 BANK A SOUTH VILLAGE CDD

PAGE 1

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
12/07/18	00134	12/07/18	2018	12	310-51300-49000			KRUEGER COMMISSION FEE	*	10.00		
											10.00	002661
DIVISION OF ELECTIONS												
12/19/18	00031	12/06/18	2018	11	320-57200-43000			5875489 NOV 18 - ELECTRIC SERVICE	*	1,601.85		
		12/06/18	2018	11	320-57200-43000			5929377 NOV 18 - ELECTRIC SERVICE	*	129.05		
		12/06/18	2018	11	320-57200-43000			6474431 NOV 18 - ELECTRIC SERVICE	*	61.00		
											1,791.90	002662
CLAY ELECTRIC COOPERATIVE, INC.												
12/19/18	00045	11/30/18	2018	11	320-57200-34500			11302018 11/16-11/30/18 SCHEDULING	*	125.00		
		11/30/18	2018	11	320-57200-34500			11302018 11/16-11/30/18 AGNECY FEE	*	90.00		
		12/15/18	2018	11	320-57200-34500			12152018 12/1-12/18/18 AGENCY FEE	*	90.00		
											305.00	002663
CLAY COUNTY SHERIFF'S OFFICE												
12/19/18	00088	12/06/18	2018	11	320-57200-43100			12062018 NOV 18 - WATER/SEWER	*	6,418.84		
											6,418.84	002664
CLAY COUNTY UTILITY AUTH												
12/19/18	00050	11/23/18	2018	11	320-57200-34500			11232018 SECURITY SV THRU 11/23/18	*	150.00		
		11/24/18	2018	11	320-57200-34500			11242018 SECURITY SV THRU 11/24/18	*	150.00		
											300.00	002665
✓JEFFREY DEESE												
12/19/18	00003	10/09/18	2018	10	310-51300-42000			63327122 DELIVERIES THRU 10/9/18	*	40.20		
		11/27/18	2018	11	310-51300-42000			63811898 DELIVERIES THRU 11/27/18	*	32.70		
		12/04/18	2018	12	310-51300-42000			63886918 DELIVERIES THRU 12/4/18	*	18.75		
											91.65	002666
FEDEX												
12/19/18	00018	12/01/18	2018	12	310-51300-34000			235 DEC 18 - MGMT FEES	*	3,750.00		
		12/01/18	2018	12	310-51300-35100			235 DEC 18 - COMPUTER TIME	*	83.33		
		12/01/18	2018	12	310-51300-31300			235 DEC 18 - DISSEMINATION	*	416.67		
		12/01/18	2018	12	310-51300-51000			235 DEC 18 - OFFICE SUPPLIES	*	5.66		

SVIL SOUTH VILLAGE PPOWERS

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/29/19
 *** CHECK DATES 12/01/2018 - 12/31/2018 *** SOUTH VILLAGE CDD - GENERAL
 BANK A SOUTH VILLAGE CDD

PAGE 2

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
12/01/18	235	DEC 18 - POSTAGE	201812 310-51300-42000		*	11.72	
12/01/18	235	DEC 18 - COPIES	201812 310-51300-42500		*	241.20	
GOVERNMENTAL MANAGEMENT SERVICES							4,508.58 002667
12/19/18	00098	3/28/18 5725-R2	201803 310-51300-31100	ENGINEER SVC THRU 3/6/18	*	1,312.50	
12/12/18	5813	ENGINEER SVC THRU 12/4/18	201812 310-51300-31100		*	1,062.50	
HADDEN ENGINEERING, INC.							2,375.00 002668
12/19/18	00013	11/30/18 104201	201810 310-51300-31500	OCT 18 - ATTORNEY FEES	*	3,444.12	
11/30/18	140197	LEGAL SV 3/27/17-10/31/18	201810 310-51300-31500		*	9,383.38	
HOPPING GREEN & SAMS							12,827.50 002669
12/19/18	00142	12/04/18 12042018	201812 320-57200-34500	SECURITY SV THRU 12/4/18	*	150.00	
12/13/18	12132018	SECURITY SV THRU 12/13/18	201812 320-57200-34500		*	150.00	
✓ RUDOLPH VALENTINO JACKSON, JR							300.00 002670
12/19/18	00121	11/16/18 11162018	201811 320-57200-34500	SECURITY SV THRU 11/16/18	*	150.00	
11/17/18	11172018	SECURITY SV THRU 11/17/18	201811 320-57200-34500		*	150.00	
12/07/18	12072018	SECURITY SV THRU 12/7/18	201812 320-57200-34500		*	150.00	
12/15/18	12152018	SECURITY SV THRU 12/15/18	201812 320-57200-34500		*	150.00	
✓ RYAN LUNSFORD							600.00 002671
12/19/18	00137	11/19/18 11192018	201811 320-57200-34500	SECURITY SV THRU 11/19/18	*	150.00	
11/28/18	11282018	SECURITY SV THRU 11/28/18	201811 320-57200-34500		*	150.00	
12/05/18	12052018	SECURITY SV THRU 12/05/18	201812 320-57200-34500		*	150.00	
12/12/18	12122018	SECURITY SV THRU 12/12/18	201812 320-57200-34500		*	150.00	
✓ MATTHEW MCREE							600.00 002672
12/19/18	00144	12/02/18 2018-110	201812 320-57200-49000	NOV 2018 SERVICES	*	400.00	
QUANTUM SURGE BUSINESS SOLUTIONS							400.00 002673

SVIL SOUTH VILLAGE PPWERS

[illegible]

SVIL SOUTH VILLAGE PPOWERS



Clay Electric Cooperative, Inc.
 Orange Park District
 734 Blanding Blvd
 Orange Park FL 32065-5798
 904-272-2456 (800)224-4917

Statement Date: 12/06/2018

Trustee Dist 06

Web Address
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name		Service Address			Meter No	Multiplier	
5929377	EAGLE LANDING LIMITED PARTNSP		3935 EAGLE LANDING # 2 LANDSCAPE LIGHTS			05102567	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	10/31/2018	12/04/2018	01/07/19	79508	80373	865	34	25
					Dec 2017	1122	34	33

Previous Statement Balance

101.00

12/03/2018 Payment Received - Thank You

101.00CR

Previous Balance

\$ 0.00

Current Charges Billed 12/06/2018

11/26/2018 Late Fee

5.05

Energy

70.32

Access Charge

23.00

Power Cost Adjustment .01740 X 865 KWH

15.05

FLA Gross Receipts Tax

2.78

Florida State Sales Tax

7.72

Clay Co Public Ser Utility Tax

3.24

Clay County Sales Tax

1.11

Operation Round Up

0.78

Current Charges Due on 12/20/2018

\$ 129.05

Total Amount Due

\$ 129.05

Non-Taxable Fuel Amount @ .03168/KWH -\$27.40

Government Taxes/Fees are not imposed by Clay Electric

\$ 14.85

Your co-op's board of trustees, management and employees wish you the very best this holiday season. The co-op's offices will be closed Dec. 24-25 and Jan. 1. Please report outages to (888) 434-9844 or at ClayElectric.com.

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.

When Paying By Mail: Return this portion with your payment.

Clay Electric Cooperative, Inc.

P.O. Box 308

5906

Keystone Heights, Florida 32656-0308

Mailing Address Correction:

911 Emergency Address:

Account Number	I included an additional amount as a donation to Project Share to help those in need.
5929377	
Phone Number	
(904) 637-0648	\$
Phone Correction	
	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

74347-6A*26*5906*****SINGLE-PIECE
 EAGLE LANDING LIMITED PARTNSP
 5385 N NOB HILL RD CDD OFFICES
 SUNRISE FL 33351

Current Charges

\$ 129.05

Due Date 12/20/2018

Total Amount Due

\$ 129.05

05929377

0000129056

00013423



Clay Electric Cooperative, Inc.
 Orange Park District
 734 Blanding Blvd
 Orange Park FL 32065-5798
 904-272-2456 (800)224-4917

Statement Date: 12/06/2018

Trustee Dist 06

Web Address
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name		Service Address			Meter No	Multiplier	
6474431	EAGLE LANDING LIMITED PARTNSP		4045 EAGLE CROSSING DR # 2 IRRIG AND LIGHTS			21626882	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	10/31/2018	12/04/2018	01/07/19	27182	27440 Dec 2017	258 238	34 34	8 7

Previous Statement Balance

54.00

12/03/2018 Payment Received - Thank You

54.00CR

Previous Balance

\$ 0.00

Current Charges Billed 12/06/2018

11/26/2018 Late Fee

5.00

Energy

20.98

Access Charge

23.00

Power Cost Adjustment .01740 X 258 KWH

4.49

FLA Gross Receipts Tax

1.24

Florida State Sales Tax

3.45

Clay Co Public Ser Utility Tax

1.61

Clay County Sales Tax

0.50

Operation Round Up

0.73

Current Charges Due on 12/20/2018

\$ 61.00

Total Amount Due

\$ 61.00

Non-Taxable Fuel Amount @ .03168/KWH -\$8.17

Government Taxes/Fees are not imposed by Clay Electric

\$ 6.80

Your co-op's board of trustees, management and employees wish you the very best this holiday season. The co-op's offices will be closed Dec. 24-25 and Jan. 1. Please report outages to (888) 434-9844 or at ClayElectric.com.

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.

When Paying By Mail: Return this portion with your payment.

Clay Electric Cooperative, Inc.

P.O. Box 308

5906

Keystone Heights, Florida 32656-0308

Mailing Address Correction:

911 Emergency Address:

Account Number	I included an additional amount as a donation to Project Share to help those in need.
6474431	
Phone Number	
(904) 637-0648	\$
Phone Correction	
	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



74347-6A*26*5906*****SINGLE-PIECE
 EAGLE LANDING LIMITED PARTNSP
 5385 N NOB HILL RD CDD OFFICES
 SUNRISE FL 33351

Current Charges

\$ 61.00

Due Date 12/20/2018

Total Amount Due

\$ 61.00

06474431

0000061002

0013425



Clay Electric Cooperative, Inc.
 Orange Park District
 734 Blanding Blvd
 Orange Park FL 32065-5798
 904-272-2456 (800)224-4917

Statement Date: 12/06/2018

Trustee Dist 06

Web Address
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name		Service Address			Meter No	Multiplier	
*5875489	EAGLE LANDING LIMITED PARTNSP		3935 EAGLE LANDING # 1 WATERFALL & LIGHTS			05102561	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	10/31/2018	12/04/2018	01/07/19	21505	34891 Dec 2017	13386 744	34 34	394 22

Previous Statement Balance

1,517.04

12/03/2018 Payment Received - Thank You

1,517.04CR

Previous Balance

\$ 0.00

Current Charges Billed 12/06/2018

11/26/2018 Late Fee

75.85

Energy

1,088.28

Access Charge

23.00

Power Cost Adjustment .01740 X 13386

232.92

FLA Gross Receipts Tax

34.45

Florida State Sales Tax

95.82

Clay Co Public Ser Utility Tax

36.81

Clay County Sales Tax

13.79

Operation Round Up

0.93

Current Charges Due on 12/20/2018

\$ 1,601.85

Total Amount Due

\$ 1,601.85

Non-Taxable Fuel Amount @ .03168/KWH -\$424.07

Government Taxes/Fees are not imposed by Clay Electric

\$ 180.87

Your co-op's board of trustees, management and employees wish you the very best this holiday season. The co-op's offices will be closed Dec. 24-25 and Jan. 1. Please report outages to (888) 434-9844 or at ClayElectric.com.

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▼ Tear Here ▼

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When Paying By Mail: Return this portion with your payment.

Clay Electric Cooperative, Inc.

P.O. Box 308

5906

Keystone Heights, Florida 32656-0308

Mailing Address Correction:

911 Emergency Address:

Account Number	I included an additional amount as a donation to Project Share to help those in need.
*5875489	
Phone Number	
(904) 637-0648	\$
Phone Correction	
	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



74347-6A*26*5906*****SINGLE-PIECE
 EAGLE LANDING LIMITED PARTNSP
 5385 N NOB HILL RD CDD OFFICES
 SUNRISE FL 33351

Current Charges

\$ 1,601.85

Due Date 12/20/2018

Total Amount Due

\$ 1,601.85

05875489

0001601855

**Eagle Landing
SECURITY INVOICE NOVEMBER 16-30, 2018**

11/29/18

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	11/23/18	1700	2200	5.00	\$30.00	\$150.00		
Eagle Landing	11/24/18	1700	2200	5.00	\$30.00	\$150.00	JEFF DEESE	\$300.00
Eagle Landing	11/19/18	1800	2300	5.00	\$30.00	\$150.00		
Eagle Landing	11/28/18	1800	2300	5.00	\$30.00	\$150.00	MATTHEW MCREE	\$300.00
Eagle Landing	11/16/18	2000	0100	5.00	\$30.00	\$150.00		
Eagle Landing	11/17/18	1800	2300	5.00	\$30.00	\$150.00	RYAN LUNSFORD	\$300.00
Clay County Sheriff's Office scheduling fee				5	\$25.00	\$125.00		\$125.00
Clay County Sheriff's Office agency fee				30.00	\$3.00		Clay County Sheriff's Office	\$90.00

Invoice total	\$1,115.00
---------------	------------

Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.

11/29/18 9:43 AM

Eagle Landing
SECURITY INVOICE DECEMBER 1-15, 2018

12/17/18

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	12/04/18	1800	2300	5.00	\$30.00	\$150.00		
Eagle Landing	12/13/18	1800	2300	5.00	\$30.00	\$150.00	RUDOLPH JACKSON	\$300.00
Eagle Landing	12/07/18	1800	2300	5.00	\$30.00	\$150.00		
Eagle Landing	12/15/18	1800	2300	5.00	\$30.00	\$150.00	RYAN LUNSFORD	\$300.00
Eagle Landing	12/05/18	1800	2300	5.00	\$30.00	\$150.00		
Eagle Landing	12/12/18	1800	2300	5.00	\$30.00	\$150.00	MATTHEW MCREE	\$300.00
Clay County Sheriff's Office scheduling fee						\$0.00		\$0.00
Clay County Sheriff's Office agency fee				30.00	\$3.00		Clay County Sheriff's Office	\$90.00

Invoice total	\$990.00
---------------	----------

Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.

South Village CDD

Utility Schedule

Clay County Utility Authority

Account #	Service Address		Nov-18
00213095	3924-1 Eagle Landing Pkwy	\$	569.52
00213119	3988-1 Eagle Landing Parkway	\$	140.42
00215602	3968-1 Eagle Landing Parkway	\$	178.58
00220803	3973 Eagle Landing Parkway	\$	119.92
00222067	3989 Eagle Landing Parkway	\$	528.83
00229064	3979-2 Eagle Landing Parkway	\$	265.50
00230632	3965-1 Eagle Landing Parkway	\$	52.28
00230638	3965-2 Eagle Landing Parkway	\$	52.28
00230640	3965-3 Eagle Landing Parkway	\$	52.28
00230641	3975 Eagle Landing Parkway	\$	247.77
00230642	3979 Eagle Landing Parkway	\$	192.78
00235500	4108-1 Eagle Landing Parkway Irr	\$	43.50
00233750	1433-1 Eagle Landing Parkway	\$	3,922.00
00502768	2180 Club Lake Drive Reclaimed Irr	\$	22.32
00556739	1294 Autumn Pines Drive	\$	30.86
	Vendor #38	\$	6,418.84
	001.320.57200.43100		

South Village CDD

Utility Schedule

Clay County Utility Authority

Account #	Service Address		Nov-18
00213095	3924-1 Eagle Landing Pkwy	\$	569.52
00213119	3988-1 Eagle Landing Parkway	\$	140.42
00215602	3968-1 Eagle Landing Parkway	\$	178.58
00220803	3973 Eagle Landing Parkway	\$	119.92
00222067	3989 Eagle Landing Parkway	\$	528.83
00229064	3979-2 Eagle Landing Parkway	\$	265.50
00230632	3965-1 Eagle Landing Parkway	\$	52.28
00230638	3965-2 Eagle Landing Parkway	\$	52.28
00230640	3965-3 Eagle Landing Parkway	\$	52.28
00230641	3975 Eagle Landing Parkway	\$	247.77
00230642	3979 Eagle Landing Parkway	\$	192.78
00235500	4108-1 Eagle Landing Parkway Irr	\$	43.50
00233750	1433-1 Eagle Landing Parkway	\$	3,922.00
00502768	2180 Club Lake Drive Reclaimed Irr	\$	22.32
00556739	1294 Autumn Pines Drive	\$	30.86
	Vendor #38	\$	6,418.84
	001.320.57200.43100		



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.clayutility.org
 Hours: Monday - Friday, 8am - 5pm Phone: 804-272-3399

Customer Name: SOUTH VILLAGE CDD
 Service Address: 1294 Autumn Pines Drive

Bill Date: 12/06/2018

Customer #: 00556739
 Route #: KS05553657

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)				12/06/18 to 01/04/19		\$0.00
Consumption Charges				Tier 1	0.0 x	0.00
Proration Factor: 0.0000				Tier 2	0.0 x	0.00
				Tier 3	0.0 x	0.00
				Tier 4	0.0 x	0.00

Base Charges (Prepaid)		\$0.00
Consumption Charges	0.0 x	0.00

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
69806737	.75	12/04/18	29	288	298	10
Base Charges (Prepaid)						\$23.26
Consumption Charges				Tier 1	10.0 x	0.76
Proration Factor: 0.9667				Tier 2	0.0 x	1.50
				Tier 3	0.0 x	2.26

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$30.86
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$30.86

'Tis the season for sharing in Clay County. We are still collecting non perishable food items for local families in need.

Please drop your donations of at our office at 3176 Old Jennings Road, Middleburg, Florida. Thank you for your generous support.

The Lend a Helping Hand program also offers the opportunity to give to those in need. Visit www.clayutility.org/myservice/customer_assistance_program to learn more.

Please pay \$30.86 by 12/27/2018 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$39.98 was posted to your account on 11/30/2018.

Please return this portion with payment



Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

SOUTH VILLAGE CDD
 1294 Autumn Pines Drive

Customer #:00556739
 Route #:KS05553657
 Route Group:27

Bill Date	12/06/18
Current Charges	\$30.86
Current Charges Past Due After	12/27/18
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$30.86

6276 1 MB 0.421 17-17



SOUTH VILLAGE CDD
 5385 N NOB HILL RD
 SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY
 3176 OLD JENNINGS ROAD
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.claycountyutility.org
 Hours: Monday - Friday, 8am-5pm; Phone: 352-272-5999

Customer Name: SOUTH VILLAGE CDD

Bill Date: 12/06/2018

Customer #: 00502768
 Route #: MC05531542

Service Address: 2180 Club Lake Drive Reclaimed Irrigation

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 12/06/18 to 01/04/19 \$0.00						
Consumption Charges Tier 1 0.0 x 0.00 \$0.00						
Proration Factor: 0.0000 Tier 2 0.0 x 0.00 \$0.00						
Tier 3 0.0 x 0.00 \$0.00						
Tier 4 0.0 x 0.00 \$0.00						

Base Charges (Prepaid) \$0.00						
Consumption Charges 0.0 x 0.00 \$0.00						

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
82790894	.625	12/04/18	29	249	258	9
Base Charges (Prepaid) \$15.48						
Consumption Charges Tier 1 9.0 x 0.76 \$6.84						
Proration Factor: 0.9667 Tier 2 0.0 x 1.50 \$0.00						
Tier 3 0.0 x 2.26 \$0.00						

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$22.32
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$22.32

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Please pay \$22.32 by 12/27/2018 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$31.40 was posted to your account on 11/30/2018.

Please return this portion with payment



Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

Bill Date	12/06/18
Current Charges	\$22.32
Current Charges Past Due After	12/27/18
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$22.32

SOUTH VILLAGE CDD

Customer #:00502768

2180 Club Lake Drive Reclaimed Irrigation

Route #:MC05531542

Route Group:26

6271 1 MB 0.421 17-17



SOUTH VILLAGE CDD
 5385 N NOB HILL RD
 SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY
 3176 OLD JENNINGS ROAD
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.clayutility.org
 Hours: Monday - Friday 8am-5pm Phone: 904-371-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 Service Address: 4108-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 12/06/2018

Customer #: 00235500
 Route #: MC05531950

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
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Base Charges (Prepaid)	12/06/18 to 01/04/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00	\$0.00	

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)						\$23.26
Consumption Charges	Tier 1	21.3	x	0.76	\$16.19	
Proration Factor: 0.9667	Tier 2	2.7	x	1.50	\$4.05	
	Tier 3	0.0	x	2.26	\$0.00	

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$43.50
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$43.50

'Tis the season for sharing in Clay County. We are still collecting non perishable food items for local families in need.

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Please pay \$43.50 by 12/27/2018 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$119.11 was posted to your account on 11/30/2018.

Please return this portion with payment



Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT Customer #:00235500
 DISTRICT Route #:MC05531950
 4108-1 Eagle Landing Parkway Reclaimed Irrigation Route Group:26

Bill Date	12/06/18
Current Charges	\$43.50
Current Charges Past Due After	12/27/18
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$43.50

6264 1 MB 0.421 17-17

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
 5385 N NOB HILL RD
 SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY
 3176 OLD JENNINGS ROAD
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.clayutility.org
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 Service Address: 3973 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 12/06/2018

Customer #: 00220803
 Route #: MC05530008

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 12/06/18 to 01/04/19						
Consumption Charges						
Proration Factor: 0.0000						
			Tier 1	0.0	x	0.00
			Tier 2	0.0	x	0.00
			Tier 3	0.0	x	0.00
			Tier 4	0.0	x	0.00

Base Charges (Prepaid)						\$0.00
Consumption Charges			0.0	x	0.00	\$0.00

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
68417690	1.5	12/04/18	29	4623	4678	55
Base Charges (Prepaid)						
Consumption Charges						
Proration Factor: 0.9867						
			Tier 1	55.0	x	0.76
			Tier 2	0.0	x	1.50
			Tier 3	0.0	x	2.26

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$119.22
Previous Balance	\$0.70
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$119.92

'Tis the season for sharing in Clay County. We are still collecting non perishable food items for local families in need.

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Please pay \$119.22 by 12/27/2018 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$136.00 was posted to your account on 11/30/2018.

Please return this portion with payment



Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 3973 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00220803
 Route #:MC05530008
 Route Group:26

6255 1 MB 0.421 17-17

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
 5385 N NOB HILL RD
 SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY
 3176 OLD JENNINGS ROAD
 MIDDLEBURG, FL 32068

Bill Date	12/06/18
Current Charges	\$119.22
Current Charges Past Due After	12/27/18
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.70
Total Amount Due	\$119.92



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.clayutility.org
 Hours: Monday - Friday, 8 am - 5 pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 Service Address: 3989 Eagle Landing Parkway

Bill Date: 12/06/2018

Customer #: 00222067
 Route #: MC05530012

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
71814243	1.5	12/04/18	29	7531	7590	59

Base Charges (Prepaid)	12/06/18 to 01/04/19	\$51.25
Consumption Charges	Tier 1 59.0 x 1.89	\$111.51
Proration Factor: 0.9667	Tier 2 0.0 x 0.00	\$0.00
	Tier 3 0.0 x 0.00	\$0.00
	Tier 4 0.0 x 0.00	\$0.00

Alternative Water Supply Surcharge \$1.03

Base Charges (Prepaid)	\$116.06
Consumption Charges	59.0 x 4.22 \$248.98

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	\$0.00
Consumption Charges	Tier 1 0.0 x 0.00 \$0.00
Proration Factor: 0.0000	Tier 2 0.0 x 0.00 \$0.00
	Tier 3 0.0 x 0.00 \$0.00

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$528.83
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$528.83

'Tis the season for sharing in Clay County. We are still collecting non perishable food items for local families in need.

Please drop your donations of at our office at 3176 Old Jennings Road, Middleburg, Florida. Thank you for your generous support.

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Please pay \$528.83 by 12/27/2018 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$761.01 was posted to your account on 11/30/2018.

Consumer Confidence Reports are available at our office and on our website at: www.clayutility.org/ccr/OPG.pdf

Please return this portion with payment



Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

Bill Date	12/06/18
Current Charges	\$528.83
Current Charges Past Due After	12/27/18
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$528.83

SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 3989 Eagle Landing Parkway

Customer #:00222067
 Route #:MC05530012
 Route Group:26

6256 1 MB 0.421 17-17

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
 5385 N NOB HILL RD
 SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY
 3176 OLD JENNINGS ROAD
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.claycountyutility.org
 Hours: Monday - Friday 8am-5pm Phone: 904-271-5599

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 Service Address: 3979-2 Eagle Landing Parkway Irrigation

Bill Date: 12/06/2018

Customer #: 00229064
 Route #: MC05530018

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
55913599	1.5	12/04/18	29	63751	63849	98

Base Charges (Prepaid)	12/06/18 to 01/04/19					\$51.25
Consumption Charges	Tier 1	48.3	x	1.41		\$68.10
Proration Factor: 0.9667	Tier 2	49.7	x	2.92		\$145.12
	Tier 3	0.0	x	3.79		\$0.00
	Tier 4	0.0	x	4.87		\$0.00

Alternative Water Supply Surcharge \$1.03

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00		\$0.00

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
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Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$265.50
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$265.50

'Tis the season for sharing in Clay County. We are still collecting non perishable food items for local families in need.

Please drop your donations of at our office at 3176 Old Jennings Road, Middleburg, Florida. Thank you for your generous support.

The Lend a Helping Hand program also offers the opportunity to give to those in need. Visit www.clayutility.org/myself/customer_assistance_program to learn more.

Please pay \$265.50 by 12/27/2018 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$669.61 was posted to your account on 11/30/2018.

Consumer Confidence Reports are available at our office and on our website at: www.clayutility.org/ccr/OPG.pdf

Please return this portion with payment



Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 3979-2 Eagle Landing Parkway Irrigation

Customer #:00229064
 Route #:MC05530018
 Route Group:26

Bill Date	12/06/18
Current Charges	\$265.50
Current Charges Past Due After	12/27/18
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$265.50

6257 1 MB 0.421 17-17

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
 5385 N NOB HILL RD
 SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY
 3176 OLD JENNINGS ROAD
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.clayutility.org
 Hours: Monday - Friday, 8am-5pm Phone: 904-273-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 Service Address: 3965-1 Eagle Landing Parkway Pool Tank

Bill Date: 12/06/2018

Customer #: 00230632
 Route #: MC05530013

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
58535805	1.5	12/04/18	29	850	850	0

Base Charges (Prepaid)	12/06/18 to 01/04/19					\$51.25
Consumption Charges	Tier 1	0.0	x	1.89		\$0.00
Proration Factor: 0.9667	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	4.22		\$0.00

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$52.28
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$52.28

'Tis the season for sharing in Clay County. We are still collecting non perishable food items for local families in need.

Please drop your donations of at our office at 3176 Old Jennings Road, Middleburg, Florida. Thank you for your generous support.

The Lend a Helping Hand program also offers the opportunity to give to those in need. Visit www.clayutility.org/myservice/customer_assistance_program to learn more.

Please pay \$52.28 by 12/27/2018 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$56.06 was posted to your account on 11/30/2018.

Consumer Confidence Reports are available at our office and on our website at: www.clayutility.org/ccr/OPG.pdf

Please return this portion with payment



Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 3965-1 Eagle Landing Parkway Pool Tank

Customer #:00230632
 Route #:MC05530013
 Route Group:26

6258 1 MB 0.421 17-17


 SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
 5385 N NOB HILL RD
 SUNRISE, FL 33351-4761



Bill Date	12/06/18
Current Charges	\$52.28
Current Charges Past Due After	12/27/18
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$52.28


 CLAY COUNTY UTILITY AUTHORITY
 3176 OLD JENNINGS ROAD
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.clayutility.org
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 Service Address: 3965-2 Eagle Landing Parkway Irrigation

Bill Date: 12/06/2018

Customer #: 00230638
 Route #: MC05530015

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
72741390	1.5	12/04/18	29	62	62	0

Base Charges (Prepaid)	12/06/18 to 01/04/19					\$51.25
Consumption Charges	Tier 1	0.0	x	1.41		\$0.00
Proration Factor: 0.9667	Tier 2	0.0	x	2.92		\$0.00
	Tier 3	0.0	x	3.79		\$0.00
	Tier 4	0.0	x	4.87		\$0.00

Alternative Water Supply Surcharge \$1.03

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00		\$0.00

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
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Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$52.28
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$52.28

'Tis the season for sharing in Clay County. We are still collecting non perishable food items for local families in need.

Please drop your donations of at our office at 3176 Old Jennings Road, Middleburg, Florida. Thank you for your generous support.

The Lend a Helping Hand program also offers the opportunity to give to those in need. Visit www.clayutility.org/myservice/customer_assistance_program to learn more.

Please pay \$52.28 by 12/27/2018 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$52.28 was posted to your account on 11/30/2018.

Consumer Confidence Reports are available at our office and on our website at: www.clayutility.org/ccr/OPG.pdf

Please return this portion with payment



Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 3965-2 Eagle Landing Parkway Irrigation

Customer #:00230638
 Route #:MC05530015
 Route Group:26

6259 1 MB 0.421 17-17


 SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
 5385 N NOB HILL RD
 SUNRISE, FL 33351-4761




 CLAY COUNTY UTILITY AUTHORITY
 3176 OLD JENNINGS ROAD
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.clayutility.org
 Hours: Monday - Friday 8am-5pm Phone 904-271-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 Service Address: 3979 Eagle Landing Parkway Athletic Club

Bill Date: 12/06/2018

Customer #: 00230642
 Route #: MC05530019

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
69850354	1.5	12/04/18	29	569	573	4

Base Charges (Prepaid)	12/06/18 to 01/04/19					\$51.25
Consumption Charges	Tier 1	4.0	x	1.89		\$7.56
Proration Factor: 0.9667	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

Base Charges (Prepaid)						\$116.06
Consumption Charges		4.0	x	4.22		\$16.88

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$192.78
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$192.78

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Please drop your donations of at our office at 3176 Old Jennings Road, Middleburg, Florida. Thank you for your generous support.

The Lend a Helping Hand program also offers the opportunity to give to those in need. Visit www.clayutility.org/myservice/customer_assistance_program to learn more.

Please pay \$192.78 by 12/27/2018 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$205.00 was posted to your account on 11/30/2018.

Consumer Confidence Reports are available at our office and on our website at: www.clayutility.org/ccr/OPG.pdf

Please return this portion with payment



Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 3979 Eagle Landing Parkway Athletic Club

Customer #:00230642
 Route #:MC05530019
 Route Group:26

Bill Date	12/06/18
Current Charges	\$192.78
Current Charges Past Due After	12/27/18
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$192.78

6262 1 MB 0.421 17-17

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
 5385 N NOB HILL RD
 SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY
 3176 OLD JENNINGS ROAD
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.clayutility.org
 Hours: Monday - Friday, 8am - 5pm Phone: 904-273-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 Service Address: 3965-3 Eagle Landing Parkway Pool Tank

Bill Date: 12/06/2018

Customer #: 00230640
 Route #: MC05530016

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
58535800	1.5	12/04/18	29	11598	11598	0

Base Charges (Prepaid)	12/06/18 to 01/04/19	\$51.25
Consumption Charges	Tier 1 0.0 x 1.89	\$0.00
Proration Factor: 0.9667	Tier 2 0.0 x 0.00	\$0.00
	Tier 3 0.0 x 0.00	\$0.00
	Tier 4 0.0 x 0.00	\$0.00

Alternative Water Supply Surcharge \$1.03

Base Charges (Prepaid)	\$0.00
Consumption Charges	0.0 x 4.22 \$0.00

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1 0.0 x		0.00	\$0.00		
Proration Factor: 0.0000	Tier 2 0.0 x		0.00	\$0.00		
	Tier 3 0.0 x		0.00	\$0.00		

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$52.28
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$52.28

'Tis the season for sharing in Clay County. We are still collecting non perishable food items for local families in need.

Please drop your donations of at our office at 3176 Old Jennings Road, Middleburg, Florida. Thank you for your generous support.

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Please pay \$52.28 by 12/27/2018 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$141.11 was posted to your account on 11/30/2018.

Consumer Confidence Reports are available at our office and on our website at: www.clayutility.org/ccr/OPG.pdf

Please return this portion with payment




Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 3965-3 Eagle Landing Parkway Pool Tank

Customer #:00230640
 Route #:MC05530016
 Route Group:26

6260 1 MB 0.421 17-17


 SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
 5385 N NOB HILL RD
 SUNRISE, FL 33351-4761




 CLAY COUNTY UTILITY AUTHORITY
 3176 OLD JENNINGS ROAD
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.clayutility.org
 Hours: Monday - Friday 8am - 5pm Phone: 904-272-5909

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 Service Address: 3975 Eagle Landing Parkway Residents Club

Bill Date: 12/06/2018

Customer #: 00230641
 Route #: MC05530017

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
70003711	1.5	12/04/18	29	1290	1303	13

Base Charges (Prepaid)	12/06/18 to 01/04/19					\$51.25
Consumption Charges	Tier 1	13.0	x	1.89		\$24.57
Proration Factor: 0.9667	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

Base Charges (Prepaid)						\$116.06
Consumption Charges		13.0	x	4.22		\$54.86

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
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Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$247.77
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$247.77

'Tis the season for sharing in Clay County. We are still collecting non perishable food items for local families in need.

Please drop your donations of at our office at 3176 Old Jennings Road, Middleburg, Florida. Thank you for your generous support.

The Lend a Helping Hand program also offers the opportunity to give to those in need. Visit www.clayutility.org/myservice/customer_assistance_program to learn more.

Please pay \$247.77 by 12/27/2018 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$266.10 was posted to your account on 11/30/2018.

Consumer Confidence Reports are available at our office and on our website at: www.clayutility.org/ccr/OPG.pdf

Please return this portion with payment



Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 3975 Eagle Landing Parkway Residents Club

Customer #:00230641
 Route #:MC05530017
 Route Group:26

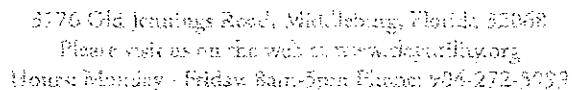
Bill Date	12/06/18
Current Charges	\$247.77
Current Charges Past Due After	12/27/18
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$247.77

6261 1 MB 0.421 17-17

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
 5385 N NOB HILL RD
 SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY
 3176 OLD JENNINGS ROAD
 MIDDLEBURG, FL 32068



Customer #: 00213095
Route #: MC05530000

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$569.52
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$569.52

Your last payment of \$830.15 was posted to your account on 11/30/2018.

Bill Date	12/06/18
Current Charges	\$569.52
Current Charges Past Due After	12/27/18
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$569.52

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761





3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at: www.clayutility.org
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5000

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 Service Address: 3988-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 12/06/2018

Customer #: 00213119
 Route #: MC05530624

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
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Base Charges (Prepaid)	12/06/18 to 01/04/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00	\$0.00	

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
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Base Charges (Prepaid)						\$77.42
Consumption Charges	Tier 1	75.0	x	0.76	\$57.00	
Proration Factor: 1.0000	Tier 2	4.0	x	1.50	\$6.00	
	Tier 3	0.0	x	2.26	\$0.00	

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$140.42
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$140.42

'Tis the season for sharing in Clay County. We are still collecting non perishable food items for local families in need.

Please drop your donations of at our office at 3176 Old Jennings Road, Middleburg, Florida. Thank you for your generous support.

The Lend a Helping Hand program also offers the opportunity to give to those in need. Visit www.clayutility.org/myservice/customer_assistance_program to learn more.

Please pay \$140.42 by 12/27/2018 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$170.87 was posted to your account on 11/30/2018.

Please return this portion with payment



Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 3988-1 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00213119
 Route #:MC05530624
 Route Group:26

6362 1 MB 0.421 22-18


 SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
 5385 N NOB HILL RD
 SUNRISE, FL 33351-4761



Bill Date	12/06/18
Current Charges	\$140.42
Current Charges Past Due After	12/27/18
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$140.42


 CLAY COUNTY UTILITY AUTHORITY
 3176 OLD JENNINGS ROAD
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.clayutility.org
 Hours: Monday - Friday, 8am-5pm Phone: 352-272-5599

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 Service Address: 3968-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 12/06/2018

Customer #: 00215602
 Route #: MC05530632

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)				12/06/18 to 01/04/19		\$0.00
Consumption Charges				Tier 1	0.0 x	0.00
Proration Factor: 0.0000				Tier 2	0.0 x	0.00
				Tier 3	0.0 x	0.00
				Tier 4	0.0 x	0.00

Base Charges (Prepaid)		\$0.00
Consumption Charges	0.0 x	0.00

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
48011409	2	12/04/18	29	169	241	72
Base Charges (Prepaid)						\$123.86
Consumption Charges				Tier 1	72.0 x	0.76
Proration Factor: 0.9667				Tier 2	0.0 x	1.50
				Tier 3	0.0 x	2.26

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$178.58
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$178.58

'Tis the season for sharing in Clay County. We are still collecting non perishable food items for local families in need.

Please drop your donations of at our office at 3176 Old Jennings Road, Middleburg, Florida. Thank you for your generous support.

The Lend a Helping Hand program also offers the opportunity to give to those in need. Visit www.clayutility.org/myservice/customer_assistance_program to learn more.

Please pay \$178.58 by 12/27/2018 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$193.78 was posted to your account on 11/30/2018.

Please return this portion with payment



Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

Bill Date	12/06/18
Current Charges	\$178.58
Current Charges Past Due After	12/27/18
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$178.58

SOUTH VILLAGE COMMUNITY DEVELOPMENT
 DISTRICT
 3968-1 Eagle Landing Parkway Reclaimed Irrigation
 Customer #:00215602
 Route #:MC05530632
 Route Group:26

6363 1 MB 0.421 22-18

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
 5385 N NOB HILL RD
 SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY
 3176 OLD JENNINGS ROAD
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.clayutility.org
 Hours: Monday - Friday 8am - 5pm Phone: 904-272-5999

Customer Name: EAGLE LANDING LIMITED PARTNERSHIP
 Service Address: 1433-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 12/06/2018

Customer #: 00233750
 Route #: MC05530373

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
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Base Charges (Prepaid)	12/06/18 to 01/04/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00	\$0.00	

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
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Base Charges (Prepaid)						\$23.26
Consumption Charges	Tier 1	21.0	x	0.76	\$15.96	
Proration Factor: 0.9667	Tier 2	0.0	x	1.50	\$0.00	
	Tier 3	0.0	x	2.26	\$0.00	

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$39.22
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$39.22

'Tis the season for sharing in Clay County. We are still collecting non perishable food items for local families in need.

Please drop your donations of at our office at 3176 Old Jennings Road, Middleburg, Florida. Thank you for your generous support.

The Lend a Helping Hand program also offers the opportunity to give to those in need. Visit www.clayutility.org/mysevice/customer_assistance_program to learn more.

Please pay \$39.22 by 12/27/2018 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$41.50 was posted to your account on 11/30/2018.

Please return this portion with payment



Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

EAGLE LANDING LIMITED PARTNERSHIP

Customer #:00233750

1433-1 Eagle Landing Parkway Reclaimed Irrigation

Route #:MC05530373

Route Group:26

6263 1 MB 0.421 17-17



EAGLE LANDING LIMITED PARTNERSHIP
 5385 N NOB HILL RD
 SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY
 3176 OLD JENNINGS ROAD
 MIDDLEBURG, FL 32068

Bill Date	12/06/18
Current Charges	\$39.22
Current Charges Past Due After	12/27/18
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$39.22



Invoice Number	Invoice Date	Account Number	Page
6-388-69187	Dec 04, 2018		1 of 2

Billing Address:

GOVTL MGMT/SOUTH VILLAGE COMM
5385 N NOB HILL RD
FORT LAUDERDALE FL 33351

Shipping Address:

GOVTL MGMT/SOUTH VILLAGE COMM
475 W TOWN PL STE 114
SAINT AUGUSTINE FL 32092-3649

Invoice Questions?**Contact FedEx Revenue Services**

Phone: 800.622.1147

M-F 7 AM to 8 PM CST

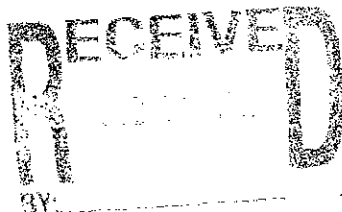
Sa 7 AM to 6 PM CST

Internet: fedex.com

Invoice Summary**FedEx Express Services**

Total Charges	USD	\$18.75
TOTAL THIS INVOICE	USD	\$18.75

Other discounts may apply.

**FedEx News!**

Dash through the holidays with no additional holiday residential surcharges on packages. Visit the Holiday Help Hub for more ways we can help you during your busy holiday season. smallbusiness.fedex.com/holiday

Other surcharges/fees may apply.

Go to fedex.com/surcharge for further information. To request a billing adjustment for any reason, please go to fedex.com/billingadjustment.

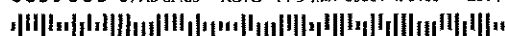
Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

Invoice Number	Invoice Amount	Account Number
6-388-69187	USD \$18.75	

Remittance Advice**Your payment is due by Dec 19, 2018**

0035080 01 AB 0.405 **AUTO T1 3 1337 33351-476185 -C01-P35115-11



GOVTL MGMT/SOUTH VILLAGE COMM
5385 N NOB HILL RD
FORT LAUDERDALE FL 33351



FedEx
P.O. Box 660481
DALLAS TX 75266-0481



60002360033295

1337-01-00-0035080-0001-0063207

Invoice Number	Invoice Date	Account Number	Page
6-388-69187	Dec 04, 2018		2 of 2

FedEx Express Shipment Detail By Payor Type (Original)

Ship Date: Nov 27, 2018 Cust. Ref.: South Village Ref.#2:
Payor: Third Party Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 7.00% to this shipment.
- Distance Based Pricing, Zone 2

Automation	INET	Sender	Recipient
Tracking ID	773815667598	Shelby Stephens	Katie Ibarra
Service Type	FedEx 2Day	475 West Town Place	Hopping Green & Sams
Package Type	FedEx Envelope	SAINT AUGUSTINE FL 32092 US	119 S MONROE ST
Zone	02		TALLAHASSEE FL 32301 US
Packages	1		
Rated Weight	N/A		
Delivered	Nov 29, 2018 10:21		
Svc Area	A2	Transportation Charge	17.52
Signed by	D.ANTONETTI	Fuel Surcharge	1.23
FedEx Use	000000000/1108/	Total Charge	USD \$18.75
		Third Party Subtotal	USD \$18.75
		Total FedEx Express	USD \$18.75



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Invoice Number	Invoice Date	Account Number	Page
6-381-18986	Nov 27, 2018		1 of 2

Billing Address:

GOVTL MGMT/SOUTH VILLAGE COMM
5385 N NOB HILL RD
FORT LAUDERDALE FL 33351

Shipping Address:

GOVTL MGMT/SOUTH VILLAGE COMM
475 W TOWN PL STE 114
SAINT AUGUSTINE FL 32092-3649

Invoice Questions?

Contact **FedEx Revenue Services**

Phone: 800.622.1147

M-F 7 AM to 8 PM CST
Sa 7 AM to 6 PM CST

Internet: fedex.com

Invoice Summary**FedEx Express Services**

Total Charges	USD	\$32.70
TOTAL THIS INVOICE	USD	\$32.70

Other discounts may apply.

FedEx News!

Dash through the holidays with no additional holiday residential surcharges on packages. Visit the Holiday Help Hub for more ways we can help you during your busy holiday season. smallbusiness.fedex.com/holiday
Other surcharges/fees may apply.

Go to fedex.com/surcharge for further information. To request a billing adjustment for any reason, please go to fedex.com/billingadjustment.

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

Invoice Number	Invoice Amount	Account Number
6-381-18986	USD \$32.70	

Remittance Advice

Your payment is due by Dec 12, 2018

0031342 01 AB 0.405 **AUTO T7 3 1330 33351-476185 -C01-P31373-11



GOVTL MGMT/SOUTH VILLAGE COMM
5385 N NOB HILL RD
FORT LAUDERDALE FL 33351



FedEx
P.O. Box 660481
DALLAS TX 75266-0481



60018300031714

1330-01-00-0031342-0001-0056508

Invoice Number	Invoice Date	Account Number	Page
6-381-18986	Nov 27, 2018		2 of 2

FedEx Express Shipment Detail By Payor Type (Original)

Ship Date: Nov 16, 2018 Cust Ref: South Village Ref #2:
 Payor: Third Party Ref #3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 8.00% to this shipment.
- Distance Based Pricing, Zone 3
- Package sent from: 33312 zip code

Automation	INET	Sender	Recipient
Tracking ID	773747381130	Patti Powers	Alyssa Rosenbaum
Service Type	FedEx Priority Overnight	GMS-SF, LLC	Clay County Sheriffs Office
Package Type	FedEx Envelope	5701 N Pine Island Road	901 N GRANGE AVE
Zone	03	FORT LAUDERDALE FL 33321 US	GREEN COVE SPRINGS FL 32043 US
Packages	1		
Rated Weight	N/A		
Delivered	Nov 19, 2018 09:31	Transportation Charge	27.58
Svc Area	A5	Fuel Surcharge	2.42
Signed by	R.COLEMEN	DAS Comm	2.70
FedEx Use	000000000/197/_	Total Charge	USD \$32.70
		Third Party Subtotal	USD \$32.70
		Total FedEx Express	USD \$32.70



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Invoice Number	Invoice Date	Account Number	Page
6-332-71225	Oct 09, 2018		1 of 2

PAST DUE

Billing Address:

GOVTL MGMT/SOUTH VILLAGE COMM
5385 N NOB HILL RD
FORT LAUDERDALE FL 33351

Shipping Address:

GOVTL MGMT/SOUTH VILLAGE COMM
475 W TOWN PL STE 114
SAINT AUGUSTINE FL 32092-3649

Invoice Questions?

Contact FedEx Revenue Services

Phone: 800.622.1147

M-F 7 AM to 8 PM CST
Sa 7 AM to 6 PM CST

Internet: fedex.com

Invoice Summary

FedEx Express Services

Total Charges	USD	\$40.20
TOTAL THIS INVOICE	USD	\$40.20

The amount due shown on the remittance advice reflects the invoice balance due and includes only those items still outstanding. Any payment which could be applied to a specific shipment has been credited to the appropriate activity summary enclosed. Payments and/or adjustments that could not be applied to a specific shipment have been credited against the total amount due on this invoice.

Other discounts may apply.

Your Account is Past Due. Date of Notice: Nov 27, 2018. To prevent further action, please remit your payment immediately. If payment has been made, please disregard this notice.

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

Invoice Number	Amount Past Due	Account Number
6-332-71225	USD \$40.20	

Remittance Advice

Your Account is Past Due. Date of Notice: Nov 27, 2018

0045527 01 AB 0.405 **AUTO H2 0 1331 33351-476185 -C01-P45572-11



GOVTL MGMT/SOUTH VILLAGE COMM
5385 N NOB HILL RD
FORT LAUDERDALE FL 33351



FedEx
P.O. Box 660481
DALLAS TX 75266-0481



60089310003960

1331-01-00-0045527-0001-0077496

Invoice Number	Invoice Date	Account Number	Page
6-332-71225	Oct 09, 2018		2 of 2

FedEx Express Shipment Summary By Payor Type

FedEx Express Shipments (Original)

Payor Type	Shipments	Rated Weight lbs	Transportation Charges	Special Handling Charges	Ret Chg/Tax Credits/Other	Discounts	Total Charges
Third Party	1		37.14	3.06			40.20
Total FedEx Express	1		\$37.14	\$3.06			\$40.20

TOTAL THIS INVOICE

USD

\$40.20

FedEx Express Shipment Detail By Payor Type (Original)

Ship Date: Sep 28, 2018	Cust. Ref.: NO REFERENCE INFORMATION	Ref.#2:
Payor: Third Party	Ref.#3:	

- Fuel Surcharge - FedEx has applied a fuel surcharge of 8.25% to this shipment.
- Distance Based Pricing, Zone 5

Automation	INET	Sender	Recipient
Tracking ID	773350361144	Patti Powers	Gary Spivey
Service Type	FedEx Priority Overnight	GMS-SF, LLC	Honours Golf
Package Type	FedEx Envelope	5385 N Nob Hill Road	1960 Stonegate Drive
Zone	05	FORT LAUDERDALE FL 33351 US	BIRMINGHAM AL 35242 US
Packages	1		
Rated Weight	N/A		
Delivered	Oct 01, 2018 09:43		
Svc Area	A1	Transportation Charge	37.14
Signed by	K.FISH	Fuel Surcharge	3.06
FedEx Use	000000000/0000219/_	Total Charge	USD \$40.20
Third Party Subtotal			USD \$40.20
Total FedEx Express			USD \$40.20

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Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 235
Invoice Date: 12/1/18
Due Date: 12/1/18
Case:
P.O. Number:

Bill To:

South Village CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - December 2018		3,750.00	3,750.00
Information Technology - December 2018		83.33	83.33
Dissemination Agent Services - December 2018		416.67	416.67
Office Supplies		5.66	5.66
Postage		11.72	11.72
Copies		241.20	241.20
Total			\$4,508.58
Payments/Credits			\$0.00
Balance Due			\$4,508.58

HADDEN ENGINEERING, INC.

(904) 269-9999

POST OFFICE BOX 9509

FLEMING ISLAND, FL 32006

5725 invoice

DATE	INVOICE #
3/28/2018	5725-R2

BILL TO
Jim Oliver South Village CDD 475 West Town Place, Suite 114 World Golf Village St. Augustine, FL 32092

PERIOD COVERED
November 15, 2017 - March 27, 2018

		PROJECT NO.	PROJECT
		HEL-14201	SVCDD
DESCRIPTION	HOURS	RATE	AMOUNT
SOUTH VILLAGE CDD ENGINEER Engineering Services - SVCDD Meetings (3) on 12/05/17, 2/06/18 and 3/06/18	10.5	125.00	1,312.50
PAYMENT IS DUE FOR SERVICES RENDERED UPON RECEIPT		Total	\$1,312.50

THANK YOU FOR YOUR BUSINESS!

HADDEN ENGINEERING, INC.

POST OFFICE BOX 9509
FLEMING ISLAND, FL 32006
(904) 269-9999

Invoice

DATE	INVOICE #
12/12/2018	5813

BILL TO
Jim Oliver South Village CDD 475 West Town Place, Suite 114 World Golf Village St. Augustine, FL 32092

PERIOD COVERED
November 7 - December 11, 2018

PROJECT NO.	PROJECT
HEI-14201	SVCDD

DESCRIPTION	HOURS	RATE	AMOUNT
SOUTH VILLAGE CDD ENGINEER Engineering Services - SVCDD Meeting on 11/13/18 - SVCDD Meeting on 12/04/18	8.5	125.00	1,062.50
PAYMENT IS DUE FOR SERVICES RENDERED UPON RECEIPT		Total	\$1,062.50

THANK YOU FOR YOUR BUSINESS!

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6626
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

November 30, 2018

South Village Community Development District
c/o Jim Oliver, District Manager
GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 104201
Billed through 10/31/2018

General Counsel

SVCDD 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

10/01/18	MKR	Research enforceability of contract with Table Top; prepare independent contractor agreement with Destination Yoga, LLC regarding yoga classes; prepare independent contractor agreement with WillPower Athletics, LLC regarding basketball classes.	2.30 hrs
10/02/18	KSB	Prepare for, travel to and from, and attend board meeting.	5.00 hrs
10/03/18	KSB	Perform meeting follow up; follow up with management company regarding transfer of alcohol license.	0.40 hrs
10/03/18	MKR	Review status of WillPower Athletics, LLC; finalize independent contractor agreement with same; review meeting follow-up.	0.20 hrs
10/04/18	MKR	Review meeting follow-up; prepare master agreement with VGlobal Tech.	0.50 hrs
10/08/18	KSB	Confer with chairman regarding execution of covenants.	0.20 hrs
10/15/18	MKR	Prepare short form construction agreement with Roche's, Inc. regarding concrete repair project; prepare correspondence regarding same; prepare renewal agreement with Lake Doctors.	1.50 hrs
10/16/18	KSB	Review correspondence from Table Top and prepare termination letter; confer with Oliver and Hahn regarding same.	1.20 hrs
10/22/18	KSB	Confer with Payton; confer with Oliver; prepare termination letter to tennis contractor; review correspondence from supervisor regarding eminent domain; review research regarding same.	2.00 hrs
10/24/18	KSB	Prepare update to board regarding boundary amendment; review health inspection report; confer with district manager and amenity manager regarding same.	0.80 hrs
10/25/18	KSB	Review status of tennis court construction; confer with Andersen; confer with Oliver.	1.00 hrs
10/29/18	KSB	Review reimbursement process for capital assessments; confer with Oliver regarding tennis contract.	0.40 hrs

10/29/18	KEM	Confer with chair regarding execution of amended covenants.	0.10 hrs
10/31/18	KSB	Confer with district manager regarding distribution of funds from capital assessments.	0.30 hrs
Total fees for this matter			\$3,319.50

DISBURSEMENTS

Travel	64.49
Travel - Meals	5.16
Conference Calls	34.19
United Parcel Service	20.78
Total disbursements for this matter	\$124.62

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	\$12.50
Buchanan, Katie S.	11.30 hrs	215 /hr	\$2,429.50
Rigoni, Michelle K.	4.50 hrs	195 /hr	\$877.50

TOTAL FEES	\$3,319.50
TOTAL DISBURSEMENTS	\$124.62

TOTAL CHARGES FOR THIS MATTER	\$3,444.12
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BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	\$12.50
Buchanan, Katie S.	11.30 hrs	215 /hr	\$2,429.50
Rigoni, Michelle K.	4.50 hrs	195 /hr	\$877.50

TOTAL FEES	\$3,319.50
TOTAL DISBURSEMENTS	\$124.62

TOTAL CHARGES FOR THIS BILL	\$3,444.12
------------------------------------	-------------------

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

November 30, 2018

South Village Community Development District
c/o Jim Oliver, District Manager
GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 104197
Billed through 10/31/2018

Boundary Amendment - Westbank SVCDD 00115 KSB

FOR PROFESSIONAL SERVICES RENDERED

03/27/17	KSB	Prepare agreement regarding boundary amendment and related conditions.	2.00 hrs
03/27/17	SSW	Prepare boundary amendment petition.	1.40 hrs
03/29/17	SSW	Attend conference call with Arrowsmith and Hadden regarding legal descriptions and land to be included in petition.	0.40 hrs
04/06/17	KSB	Prepare agreement authorizing addition of Westbank lands.	1.40 hrs
07/26/17	KEM	Prepare petition to amend boundaries.	0.10 hrs
07/28/17	KEM	Prepare petition to amend boundaries.	0.20 hrs
07/29/17	KEM	Prepare petition to amend boundaries.	0.40 hrs
11/01/17	KEM	Prepare petition for boundary amendment.	0.30 hrs
11/10/17	KEM	Prepare petition to amend boundaries.	0.20 hrs
12/18/17	KSB	Confer with Vincent regarding proposed boundary amendment.	0.30 hrs
01/04/18	KSB	Review meeting minutes regarding requirements for boundary amendment agreement.	1.20 hrs
03/09/18	JEM	Review access issues with Eagle Landing Phase 5.	0.40 hrs
03/27/18	MKR	Research whether sufficiently contiguous requirement pursuant to section 190.005, F.S.	3.80 hrs
03/29/18	KEM	Review status of boundary amendment.	0.10 hrs
04/09/18	KSB	Confer with Ayers regarding status of boundary amendment request to board.	0.40 hrs
04/10/18	KSB	Research contiguity requirements.	1.40 hrs
04/26/18	KEM	Research regarding contiguity.	0.20 hrs

05/08/18	KSB	Prepare agreement regarding Westbank Parcel; confer with Oliver; confer with Payton.	2.50 hrs
05/08/18	JEM	Review boundary amendment agreement.	0.60 hrs
05/09/18	KEM	Prepare boundary amendment resolution.	0.20 hrs
05/10/18	KEM	Research status of boundary amendment resolution.	0.10 hrs
05/29/18	KSB	Confer with Payton regarding boundary amendment agreement; confer with developer regarding same.	0.80 hrs
05/30/18	KSB	Confer with Payton regarding proposed boundary amendment; confer with Vincent regarding agreement.	1.20 hrs
06/01/18	KSB	Confer with Arrowsmith regarding boundary amendment agreement.	0.80 hrs
06/08/18	KSB	Confer with developer regarding FAQs.	0.30 hrs
06/29/18	KSB	Confer with Poole regarding boundary amendment agreement; review proposed golf management agreement; confer with Oliver.	0.90 hrs
08/10/18	KEM	Prepare petition to amend boundaries.	0.10 hrs
08/14/18	KSB	Confer with district engineer.	0.30 hrs
08/14/18	KEM	Prepare petition to amend boundaries.	1.00 hrs
08/16/18	KEM	Prepare petition to amend boundaries.	0.20 hrs
08/20/18	KSB	Review draft engineering exhibits and confer with district engineer.	0.50 hrs
08/21/18	KEM	Prepare petition to amend boundaries.	0.20 hrs
08/22/18	KEM	Prepare petition to amend boundaries.	0.20 hrs
08/23/18	KEM	Prepare petition to amend boundaries.	0.30 hrs
08/24/18	KEM	Prepare petition to amend boundaries.	0.60 hrs
08/27/18	KSB	Review engineering exhibits; confer with Moss regarding draft boundary amendment petition.	0.80 hrs
08/27/18	KEM	Prepare petition to amend boundaries.	0.30 hrs
08/28/18	KEM	Prepare petition to amend boundaries.	0.20 hrs
08/29/18	KEM	Prepare petition to amend boundaries.	0.20 hrs
09/04/18	KSB	Update boundary amendment agreement; confer with Payton regarding boundary amendment agreement; confer with Oliver regarding tentative agenda.	1.40 hrs
09/05/18	KSB	Confer with developer regarding boundary amendment agreement.	0.50 hrs

09/06/18	KSB	Confer with Payton regarding agreement; revise same.	0.80 hrs
09/09/18	KSB	Prepare updated boundary amendment agreement.	0.50 hrs
09/11/18	KSB	Update draft.	0.40 hrs
09/11/18	KEM	Prepare boundary amendment agreement.	0.10 hrs
09/13/18	KEM	Prepare petition to amend boundaries and letter to county.	0.30 hrs
09/14/18	KSB	Prepare petition to amend South Village CDD boundaries; confer with Moss.	1.80 hrs
09/17/18	KSB	Confer with Cox regarding notice of special assessments.	0.50 hrs
09/18/18	KEM	Prepare pre-filed testimony and notice of hearing.	0.70 hrs
09/20/18	KSB	Confer with Moss regarding boundary amendment.	0.20 hrs
09/20/18	KEM	Prepare affidavits and prefilled testimony.	0.80 hrs
09/21/18	KEM	Prepare affidavits, pre-filed testimony and letter to county.	1.10 hrs
10/04/18	KSB	Confer with Moss regarding boundary amendment hearing.	0.30 hrs
10/05/18	KEM	Prepare draft ordinance and notice of hearing.	0.30 hrs
10/16/18	KSB	Prepare testimony supporting boundary amendment hearing.	1.50 hrs
10/16/18	KEM	Review affidavit of publication of request for proposals.	0.10 hrs
10/17/18	KSB	Review changes to boundary amendment agreement.	0.30 hrs
10/17/18	KEM	Prepare pre-filed testimony, letter to county, outline for hearing and index; prepare for boundary amendment hearing.	2.00 hrs
10/19/18	KSB	Confer with Ayers regarding boundary amendment agreement.	0.30 hrs
10/19/18	KEM	Prepare for boundary amendment hearing.	0.20 hrs
10/22/18	KSB	Confer with Moss; prepare for boundary amendment hearing.	1.70 hrs
10/23/18	KSB	Prepare for, travel to and from, and attend Clay County Commission meeting.	5.00 hrs
10/25/18	KEM	Confer with department of state regarding certified copy.	0.10 hrs
10/31/18	KEM	Review certified copy of ordinance.	0.20 hrs

Total fees for this matter

\$9,187.00

DISBURSEMENTS

Travel	72.12
Travel - Meals	9.24
Certified Copies	12.65
Legal Advertisement	67.90

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United Parcel Service	34.47
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Total disbursements for this matter	\$196.38
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MATTER SUMMARY

Merritt, Jason E.	1.00 hrs	270 /hr	\$270.00
Ibarra, Katherine E. - Paralegal	11.00 hrs	125 /hr	\$1,375.00
Buchanan, Katie S.	30.00 hrs	215 /hr	\$6,450.00
Rigoni, Michelle K.	3.80 hrs	195 /hr	\$741.00
Warren, Sarah S.	1.80 hrs	195 /hr	\$351.00

TOTAL FEES	\$9,187.00
TOTAL DISBURSEMENTS	\$196.38

TOTAL CHARGES FOR THIS MATTER	\$9,383.38
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BILLING SUMMARY

Merritt, Jason E.	1.00 hrs	270 /hr	\$270.00
Ibarra, Katherine E. - Paralegal	11.00 hrs	125 /hr	\$1,375.00
Buchanan, Katie S.	30.00 hrs	215 /hr	\$6,450.00
Rigoni, Michelle K.	3.80 hrs	195 /hr	\$741.00
Warren, Sarah S.	1.80 hrs	195 /hr	\$351.00

TOTAL FEES	\$9,187.00
TOTAL DISBURSEMENTS	\$196.38

TOTAL CHARGES FOR THIS BILL	\$9,383.38
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Please include the bill number on your check.

Web Services



QUANTUM
SURGE
BUSINESS SOLUTIONS

JUDE BARWIG
(904) 629-1182

December 2, 2018

INVOICE 2018-1105

To: South Village CDD

DESCRIPTION:	PRICE:
Services for November 2018: November 5 thru December 2- 30 hours per Proposal (Actual Hours worked - 31.5)	\$ 1,200.00
	\$ 1,200.00

Invoice payable within 30 days of Invoice Date.

Payment to:

Quantum Surge Business Solutions
c/o Jude Barwig

3420 Earhart Road
Mount Juliet, TN 37122
judebarwig@gmail.com

GF 400
RF 400
BC 400



Invoice

Invoice#: 10756

Date: 11/14/2018

Billed To: Eagle Landing

Project: Eagle Land O/S

Description	Quantity	Price	Ext Price
Rock & European Fan Palms			
River Rock 5 yards	1.00	1,000.00	1,000.00
European Fan Palm	1.00	450.00	450.00

Notes:

Invoice Total: \$1,450.00

General Fund
Landscape Contingency
\$1,450.00
[Signature]

5000-18 Highway 17 No. 235 Fleming Island, FL 32003 Office: (904) 778-1030 Fax: (904) 778-1045

Email: treeamigos1@bellsouth.net Website: www.TreeAmigosOutdoor.com

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Tree Amigos

Outdoor Services

Invoice

Invoice#: 10890

Date: 12/03/2018

Billed To: South Village CDD
2105 Harbor Lake Drive
Fleming Island FL 32003

Project: Eagle Landing
2105 Harbor Lake Drive
Fleming Island FL 32003

Description	Quantity	Price	Ext Price
Monthly Lawn Maintenance Services 12-2018	1.00	12,582.34	12,582.34

Notes:

Invoice Total: \$12,582.34

General Fund
Landscape Contract
\$12,582.34
Matthew Fyfe



Invoice

Invoice#: 10869

Date: 11/30/2018

Billed To: Eagle Landing

Project: Eagle Land O/S

Description	Quantity	Price	Ext Price
Tennis Court Drainage			
112' rock and pipe @ 17.50 per foot	112.00	17.50	1,960.00
1 12" catch basin	1.00	85.00	85.00
Removal and disposal of dirt	1.00	250.00	250.00

Notes:

Invoice Total: \$2,295.00

General Fund
Landscape Contingency
\$2,295.00
Matt Fyfe