

BOARD OF SUPERVISOR'S

HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT

ADDITIONAL ITEMS REGULAR MEETING AGENDA

MARCH 1, 2018

Board of Supervisor's

**Terry Kirschner, Chairman
William Riley, Vice Chairman
David Negip, Assistant Secretary
Matt Morris, Assistant Secretary
Russell Smith, Assistant Secretary**

James P. Ward
District Manager
2900 NE 12th Terrace
Suite 1
Oakland Park, Florida 33334

Phone: 954-658-4900
E-mail:
JimWard@JPWardAssociates.com



www.heritageharbourmarketplacecdd.org

HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT

February 21, 2018

Board of Supervisors
Heritage Harbour Market Place
Community Development District

Dear Board Members:

The following items are additional items for consideration at the regular meeting of the Board of Supervisors of the Heritage Harbour Market Place Community Development District is scheduled for **Thursday, March 1, 2018 at 2:15 p.m.** at the **River Strand Golf & Country Club (Club House), 7155 Grand Estuary Trail, Bradenton, Florida 34212.**

1. **CONSIDERATION OF RESOLUTION 2018-2 OF THE BOARD OF SUPERVISORS (“BOARD”) OF THE HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) APPROVING A SETTLEMENT AGREEMENT TO ACCEPT THE PAYMENT OF CERTAIN DELINQUENT ASSESSMENTS LEVIED ON PARCEL 19/20; APPROVING A FORM OF DECLARATION OF CONSENT; APPROVING AN INDENTURE AMENDMENT; ACKNOWLEDGING A BONDHOLDER CONSENT; PROVIDING FOR NOTICE; PROVIDING FOR GENERAL AUTHORIZATION; AND ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**
2. **CONSIDERATION OF RESOLUTION 2018-3 OF THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FIRST AMENDMENT TO THE GENERAL FUND BUDGET FOR FISCAL YEAR 2018 TO RECOGNIZE A REDUCTION IN BUDGET DUE TO A SETTLEMENT AGREEMENT; PROVIDING FOR APPROPRIATIONS; AUTHORIZING A PARTIAL CANCELLATION OF OPERATIONS AND MAINTENANCE ASSESSMENTS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
3. **CONSIDERATION OF RESOLUTION 2018-4 OF THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A SECOND**

AMENDMENT TO THE GENERAL FUND BUDGET FOR FISCAL YEAR 2018 TO FUND A PARTIAL ASSESSMENT REFUND FOR ALL LANDOWNERS OTHER THAN THE PARCEL 19/20 LANDOWNER; AUTHORIZING A PARTIAL O&M ASSESSMENT REFUND; ADJUSTING THE PAYMENT DATE FOR CERTAIN DEBT ASSESSMENTS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

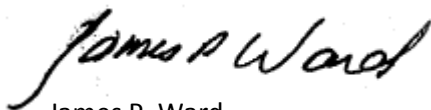
- 4. CONSIDERATION OF RESOLUTION 2018-5 OF THE BOARD OF SUPERVISORS (“BOARD”) OF THE HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) ACCEPTING THE DISTRICT ENGINEER’S CERTIFICATE REGARDING PROJECT COMPLETION; PURSUANT TO 170.08, FLORIDA STATUTES, ADDRESSING ANY DIFFERENCE BETWEEN COSTS OF THE 2005 PROJECT AND THE DEBT ASSESSMENTS; AUTHORIZING A DEFERRED COST RELEASE; PROVIDING FOR GENERAL AUTHORIZATION; AND ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

The additional items are consideration of an effective solution to insuring the District’s Series 2006 Bonds are brought out of default, essentially by Parcels 19/20 paying all of the past due assessments, reducing the reserve requirement, and moving the deferred costs funds to the revenue account.

Additionally, since the remaining parcels in the District have paid a part of the foreclosure process by the District for parcels 19/20, the settlement agreement requires the repayment of approximately \$266k to the District, and which the Board will then authorize a refund to the affected parcel owner’s, proportionate to the additional payments made for FY 2015 – FY 2018.

If you have any questions and/or comments, please do not hesitate to contact me directly at (954) 658-4900.

Yours sincerely,
Heritage Harbour Market Place
Community Development District



James P. Ward
District Manager

RESOLUTION 2018-02

A RESOLUTION OF THE BOARD OF SUPERVISORS ("BOARD") OF THE HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") APPROVING A SETTLEMENT AGREEMENT TO ACCEPT THE PAYMENT OF CERTAIN DELINQUENT ASSESSMENTS LEVIED ON PARCEL 19/20; APPROVING A FORM OF DECLARATION OF CONSENT; APPROVING AN INDENTURE AMENDMENT; ACKNOWLEDGING A BONDHOLDER CONSENT; PROVIDING FOR NOTICE; PROVIDING FOR GENERAL AUTHORIZATION; AND ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the District is a local unit of special-purpose government established by ordinance adopted by the Board of County Commissioners in and for Manatee County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, the District has the authority to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain community infrastructure, including, but not limited to, stormwater management improvements, roadways, water and sewer improvements, wetland mitigation, and other improvements within or without the boundaries of the District; and

WHEREAS, on October 11, 2005, the District issued its \$16,755,000 Capital Improvement Revenue Bonds, Series 2005 ("**2005 Bonds**") to fund all or a portion of the District's capital improvement plan, as described in the District's Engineer's Report dated November 2001 (revised September 2005), as subsequently amended and supplemented from time to time ("**2005 Project**"); and

WHEREAS, the Bonds were issued pursuant to that certain Master Trust Indenture ("**Master Indenture**") and Second Supplemental Trust Indenture ("**Supplemental Indenture**," together with the "**Master Indenture**," the "**Indenture**") dated November 1, 2004 and October 1, 2005, respectively, and both now between the District and the District's successor trustee, U.S. Bank National Association ("**Trustee**"); and

WHEREAS, to secure the repayment of the 2005 Bonds, and pursuant to Resolutions 2005-8 and 2005-12, among others, the District imposed non-ad valorem special assessments ("**Debt Assessments**") on certain developable real property within the boundaries of the District, which property specially benefits from the facilities and services provided by the 2005 Project; and

WHEREAS, for the District's fiscal years beginning October 1st of 2015, 2016, 2017 and 2018 (among others), the District either directly or indirectly through the tax collector sought to collect from all benefitted landowner(s) for payment of Debt Assessments, and, additionally, for operations and maintenance assessments ("**O&M Assessments**"); and

WHEREAS, beginning in fiscal year 2015, LNR Heritage Harbour, LLLP, which is now known as TH Harbour, LLLP ("**Parcel 19/20 Landowner**"), and which is the owner of the lands known as "**Parcel 19/20**," failed to timely remit payment for Debt Assessments and O&M Assessments levied on Parcel 19/20, and

WHEREAS, in response, the District filed a foreclosure action (“**Foreclosure Action**”), styled as *Heritage Harbour Market Place Community Development District v. LNR Heritage Harbour, LLLP, et al.*, Case No. 2015CA005766AX, in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, and thereby sought to foreclose the Debt Assessments and O&M Assessments levied on Parcel 19/20; and

WHEREAS, presently, both Debt Assessments and O&M Assessments levied on Parcel 19/20 and for the fiscal years 2015, 2016, 2017 and 2018 are delinquent, and are due directly to the District; and

WHEREAS, the Parcel 19/20 Landowner has now agreed to enter into a settlement agreement (“**Settlement Agreement**”), in the form attached hereto as **Exhibit A**, pursuant to which:

1. The Parcel 19/20 Landowner would agree to pay the following amounts (“**Settlement Amounts**”):
 - a. **Approximately \$1,818,205.12 (“Debt Settlement”)**¹ representing past due Debt Assessments for Parcel 19/20 sufficient to bring the Debt Assessments levied on Parcel 19/20, and the 2005 Bonds, back into good standing (based in part on the reduction of the 2005 Reserve Account Requirement as described below); and
 - b. **\$286,669.11 (“O&M Settlement”)**² representing past due O&M Assessments sufficient to allow the District to cancel the outstanding O&M Assessments levied on Parcel 19/20, to pay certain costs of the District, and to provide a corresponding credit to all other landowners within the District to ensure that all such landowners have not overpaid O&M Assessments; and
2. The Parcel 19/20 Landowner would execute a Declaration of Consent to Debt Assessments, substantially in the form attached hereto as **Exhibit B**; and
3. The District would adopt an amendment to the Indenture (“**Indenture Amendment**”) in the form attached hereto as **Exhibit C**, agreeing to reduce the 2005 Reserve Account Requirement (as defined in the Indenture) and directing that, as part of the compromises reached in connection with the Settlement Agreement, remaining Deferred Costs monies would be used to offset the costs of the Foreclosure Action (among other purposes); and
4. The District would adjust the payment date for the Debt Assessments levied on Parcel 19/20 and due for fiscal year 2018, to March 15, 2018 (**\$548,389.00**) and September 15, 2018 (**\$247,222.16**); and
5. With respect to O&M Assessments, the District would agree to amend its budget for Fiscal Year 2018 to remove any foreclosure related expenses, would further agree to cancel certain past due O&M Assessments, and, using the O&M Settlement, and as outlined in **Exhibit A-2**, would provide a partial credit to those landowners (i.e., all landowners other than the Parcel 19/20 Landowner) who over-paid O&M Assessments for Fiscal Years 2015 through 2018; and
6. The District would dismiss the Foreclosure Action; and

¹ See **Exhibit A-1** for a breakdown of the specific amounts owed. Note that the amount of the Debt Settlement assumes a March 1, 2018 closing date, and such amount may be adjusted to reflect additional interest if the payment is made at a later date in March of 2018. Further, the Debt Settlement is in addition to future debt service assessments, including but not limited to the **\$548,389.00** payment due March 15, 2018, and the **\$247,222.16** due September 15, 2018. The failure to timely make any such future payments shall result in a default and foreclosure proceedings.

² See **Exhibit A-2** for the calculation of the O&M Assessment credit owed to landowners other than the Parcel 19/20 Landowner.

WHEREAS, the Settlement Agreement, and this Resolution, are contingent upon written consent being provided by the beneficial owners of 100% of the outstanding 2005 Bonds, and in the form attached hereto as **Exhibit D**; and

WHEREAS, the District's Board of Supervisors hereby finds and determines that the Settlement Agreement, and the other actions outlined in this Resolution, represent a compromise that is in the best interest of the District and its landowners and will help to avoid protracted litigation (and the expenses associated therewith) and to facilitate the further development of the overall community;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT:

1. RECITALS. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. GENERAL AUTHORITY. This resolution ("**Resolution**") is adopted pursuant to the Indenture and provisions of Florida law, including Chapters 170 and 190, Florida Statutes.

3. SETTLEMENT AGREEMENT; PAST DUE ASSESSMENTS LEVIED ON PARCEL 19/20 DEEMED PAID IN FULL. The Board hereby authorizes and approves the execution and delivery of the Settlement Agreement by the Chairperson and substantially in the form attached hereto as **Exhibit A**. The Settlement Agreement is hereby approved with such changes therein as shall be approved by the Chairperson (after consultation with District staff), with such execution by the Chairperson to constitute conclusive evidence of the Chairperson's and District's approval of the same. Upon payment of the Settlement Amounts, and this Resolution becoming effective, all past due Debt Assessments and past due O&M Assessments previously levied on Parcel 19/20 shall be deemed paid in full, the remaining installments of the Debt Assessments shall be deemed "deaccelerated," and all remaining installments of the Debt Assessments shall be due and payable on a going forward basis and consistent with the District's annual assessment collection resolutions. Consistent with the Settlement Agreement, the past due Debt Assessments comprising a portion of the Settlement Amounts may be paid directly to the District for remittance to the Trustee, or alternatively to the Trustee, with proof of such payment being provided to the District. Consistent with the Settlement Agreement, and subject to receipt of the O&M Settlement, the Board intends by separate resolutions (Resolutions 2018-03 and 2018-04) to: (a) adopt amendments to the Fiscal Year 2018 General Fund Budget, pursuant to Section 3 of Resolution 2017-5, (b) partially cancel certain prior O&M Assessments levied pursuant to Resolution 2017-6, (c) use the O&M Settlement to effect an O&M Assessment refund to all other property owners other than the Parcel 19/20 Landowner, and (d) reset the payment dates for Debt Assessments levied on Parcel 19/20 and due to be collected for fiscal year 2018.

4. DECLARATION OF CONSENT TO DEBT ASSESSMENTS. This Resolution is adopted subject to the provision of an executed written consent from the Parcel 19/20 Landowner, and in the form attached as **Exhibit B**.

5. INDENTURE AMENDMENT. The Board hereby approves the Indenture Amendment in the form attached hereto as **Exhibit C**.

6. BONDHOLDER CONSENT. This Resolution is also adopted subject to the provision of an executed written consent from the beneficial owner of 100% of the outstanding 2005 Bonds, and in the form attached as **Exhibit D**.

7. NOTICES. District staff is directed to issue, whether directly or through the District's dissemination agent, any applicable District notices related to the transactions contemplated hereunder, including but not limited to providing notice of the adoption of this Resolution, continuing disclosure notices, etc.

8. GENERAL AUTHORIZATION. The District's Supervisors and staff are hereby authorized and directed to do all such acts and things, and to execute and deliver all such documents as may be necessary to carry out and comply with the provisions of this Resolution and the Settlement Agreement, and all such actions which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved. The Vice Chairperson shall be authorized to undertake any action herein authorized to be taken by the Chairperson, in the absence or unavailability of the Chairperson, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary. Further, each Assistant Secretary and the Secretary are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson or any other member of the Board as they appear on the Settlement Agreement and any other documents which may be necessary or helpful in connection with the intent of this Resolution.

9. SEVERABILITY. If any section or part of a section of this Resolution is 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.

10. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

11. EFFECTIVE DATE. This Resolution shall become effective upon full execution of the various exhibits to this Agreement and provision of the same to the District, as well as payment of the Settlement Amounts, and, absent the provision of such signed exhibits to the District and payment of the Settlement Amounts by **March 10, 2018**, this Resolution shall be void and of no effect.

PASSED AND ADOPTED this 1st day of March, 2018.

**HERITAGE HARBOUR MARKET PLACE
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

EXHIBIT A – Settlement Agreement

EXHIBIT A - 1 – Debt Settlement Schedule

EXHIBIT A - 2 – O&M Settlement Schedule

EXHIBIT A - 3 – Joint Stipulation of Dismissal

EXHIBIT B – Declaration of Consent to Debt Assessments

EXHIBIT C – Indenture Amendment

EXHIBIT D – Bondholder Direction & Consent Letter

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is entered into to be effective by and between Heritage Harbour Market Place Community Development District (“**District**”), and TH Harbour, LLLP f/k/a LNR Heritage Harbour, LLLP (“**THH**”) (each a “**Party**,” and, collectively, “**Parties**”).

RECITALS

WHEREAS, the District asserted certain claims against THH in the civil action styled Heritage Harbour Market Place Community Development District v. LNR Heritage Harbour, LLLP et al., 2015-CA-005766AX, Circuit Court of Manatee County, Florida (“**Civil Action**”); and

WHEREAS, THH has asserted a counterclaim in the Civil Action; and

WHEREAS, the District disputes THH’s counterclaims and defenses, and denies liability for all claims and matters asserted against it in the Civil Action; and

WHEREAS, THH owes the District delinquent assessments for years 2015-2018; and

WHEREAS, to avoid the continued cost, inconvenience, hardship and uncertainty of the Civil Action, the Parties are desirous of conclusively resolving all disputes between them, and to provide for the settlement of all claims, counterclaims and defenses asserted (or capable of being asserted) between them in the Civil Action; and

WHEREAS, on March 1, 2018, the District’s Board met to authorize this Agreement, pursuant to the terms of Resolution 2018-02 (“**Settlement Resolution**”);³ and

WHEREAS, this Agreement is intended to memorialize the essential terms and conditions upon which the Civil Action will be conclusively settled and resolved.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by each Party hereto, the Parties hereby agree as follows:

1. The foregoing recitals are adopted herein as material terms of this Agreement.
2. The essential terms to be performed under this Agreement are as follows:
 - a. On or before **March 10, 2018**, and consistent with the Settlement Resolution, THH shall pay to the CDD (or the Trustee as applicable and per below) the following amounts (together, “**Settlement Amounts**”):
 - i. **Approximately \$1,818,205.12** (“**Debt Settlement**”) representing past due Debt Assessments for Parcel 19/20, as shown in **Exhibit A-1**. (NOTE: The amount of the Debt Settlement assumes a March 1, 2018 closing date, and such amount may be adjusted to reflect additional interest if the payment is made at a later date in March of 2018.) Payment of the Debt Settlement shall be deemed to bring the 2005 Bonds, and the Debt Assessments levied on Parcel 19/20, back into good standing. The Debt Settlement shall be treated as a Debt Assessment payment and may be paid directly to the District for remittance to the Trustee or may be paid directly to the Trustee (in which case proof of such payment shall be provided to the District).⁴
 - ii. **\$286,669.11** (“**O&M Settlement**”) representing sufficient past due O&M Assessments in order to allow the District to cancel the outstanding O&M Assessments levied on Parcel 19/20, to pay any amounts due to the District relating to this Settlement Agreement, and

³ All capitalized terms not otherwise defined herein shall have the meaning set forth in the Settlement Resolution.

⁴ The Debt Settlement is in addition to future debt service assessments, including but not limited to the **\$548,389.00** payment due March 15, 2018, and the **\$247,222.16** due September 15, 2018. The failure to timely make any such future payments shall result in a default and foreclosure proceedings.

to provide a corresponding credit to all other landowners within the District to ensure that all such landowners have not overpaid O&M Assessments, as shown in **Exhibit A-2**.

- b. The District shall enter into an Indenture Amendment consistent with the terms of the Settlement Resolution, and thereby reduce in part the 2005 Reserve Account Requirement (as defined in the Indenture) and direct the use of certain Deferred Costs monies.
- c. With respect to O&M Assessments, and consistent with the Settlement Resolution and **Exhibit A-2**, the District shall amend its budget for Fiscal Year 2018 to remove any foreclosure related expenses consistent with the Settlement Resolution, shall cancel past due O&M Assessments owed for Parcel 19/20, and shall use the O&M Settlement to provide a credit to all landowners who paid O&M Assessments for Fiscal Years 2015 through 2018, in the amounts set forth in the Settlement Resolution.
- d. The District shall also adjust the payment dates for the Debt Assessments levied on Parcel 19/20 and due to be paid for Fiscal Year 2018, as reflected in the Settlement Resolution.
- e. THH shall execute a Declaration of Consent consistent with the Settlement Resolution.
- f. Within five (5) days of receipt of the Settlement Amounts, and the Settlement Resolution becoming effective, the Parties, through their respective counsel, shall execute a Joint Stipulation for Dismissal of Action in the form outlined in **Exhibit A-3** attached hereto and incorporated herein by this reference.

3. **Limited Releases.** Upon payment of the Settlement Amounts, the Parties hereby agree to release each other as set forth below:

a. THH, on behalf of itself and its parents, subsidiaries, partners, owners, investors, directors, officers, managers, agents, employees, predecessors, successors, assigns and affiliates (collectively the “**THH Parties**”), completely release and forever discharge to the maximum extent permitted by law the District and its managers, lawyers, engineers, directors, officers, agents, employees, predecessors, successors, assigns and affiliates (collectively, the “**District Parties**”), from any and all claims of any kind or nature whatsoever – including, without limitation, any demands, disputes, complaints, actions, causes of action, suits, judgments, debts, liabilities, reimbursements, obligations, costs, expenses, sums of money, accounts, controversies, agreements, promises, damages, or compensation, of any nature whatsoever, at law or in equity, whether based on contract, tort, statute, strict liability, or otherwise, whether for actual, compensatory, special, punitive, statutory, or any other damages, harm, or remedies – whether known or unknown, arising out of, based upon, or related to any act, failure to act, commission, omission, conduct, process, activity, incident, condition, situation, circumstance, matter, thing, or otherwise existing in whole or in part as of the date of this Agreement (collectively, the “**THH Claims**”) that the THH Parties now have or may have against any or all of the District Parties. These released THH Claims specifically include all theories, causes of action, damages, or other relief that were brought or asserted, or which could have been brought or asserted, in the Civil Action. Notwithstanding anything to the contrary contained this Agreement, nothing in this paragraph shall operate or be construed to relieve the District of its obligations under this Agreement; and

b. the District Parties completely release and forever discharge to the maximum extent permitted by law the THH Parties from any and all claims of any kind or nature whatsoever – including, without limitation, any demands, disputes, complaints, actions, causes of action, suits, judgments, debts, liabilities, reimbursements, obligations, costs, expenses, sums of money, accounts, controversies, agreements, promises, damages, or compensation, of any nature whatsoever, at law or in equity, whether based on contract, tort, statute, strict liability, or otherwise, whether for actual, compensatory, special, punitive, statutory, or any other damages, harm, or remedies – whether known or unknown, arising out of, based upon, or related to any act, failure to act, commission, omission, conduct, process, activity, incident, condition, situation, circumstance, matter, thing, or otherwise existing in whole or in part as of the date of this Agreement (collectively, the “**District Claims**”) that the District Parties now have or may have against any or all of the THH Parties. These released District Claims specifically include all theories, causes of action, damages, or other relief that were brought or asserted, or which could have been brought or asserted, in the Civil Action. Notwithstanding anything to the contrary contained this Agreement, nothing in this paragraph shall operate or be construed to relieve THH of its obligations under this Agreement. In addition, nothing contained in this paragraph shall operate or be construed to relieve THH of its obligations

for any assessments that may be imposed by the District against THH's property in the future, or to collect future installments of any previously levied Debt Assessments.

Nothing contained in this Agreement or in the releases set forth above is intended to waive or release any of the obligations created by or existing under this Agreement. The obligations set forth in this Agreement are recognized as specific exceptions to the releases contained in subparagraphs 3.a. and 3.b. above.

4. **Acknowledgements.** THH acknowledges that the Settlement Amounts, and all continuing assessments imposed by the District, constitute valid and legally binding obligations of THH, a current landowner in the District. THH has no defenses, setoffs, claims, counterclaims or causes of action against the District or with respect to any such assessments, and does hereby expressly waive, release and relinquish any and all such defenses, setoffs, claims, counterclaims and causes of action against the District relating to the assessments. THH hereby reaffirms and ratifies all of its obligations with respect to the assessments.

5. **Time is of the Essence.** Time is of the essence in the performance of all duties and undertakings prescribed by this Agreement.

6. **Construction of Agreement.** The Parties to this Agreement have been represented by counsel of their choice in negotiating and executing this Agreement, and, prior to signing same, had ample opportunity to consult with counsel and other advisors regarding the meaning and import of this Agreement. The Parties knowingly and voluntarily execute this Agreement fully aware of its legal effect. This Agreement was mutually negotiated and drafted by the Parties and their counsel at arms-length, and there are no presumptions in the construction or interpretation of the Agreement.

7. **Notice.** To the extent any party hereto is required to or desires to provide notice to any other party concerning any issue arising under this Agreement, such notice shall be in writing and addressed to the other party as follows:

If to the District:

James Ward, District Manager
Heritage Harbour Market Place Community Development District
2041 NE 6 Terrace
Wilton Manors, Florida 33305
Telephone: (954) 658-4900
Email: JimWard@jpwardassociates.com

With a copy to:

I. William Spivey, II, Esq.
Courtney M. Keller, Esq.
Greenberg Traurig, P.A.
450 South Orange Avenue, Suite 650
Orlando, Florida 32801
Telephone: (407) 420-1000
Email: spiveyw@gtlaw.com
kellerc@gtlaw.com

If to THH:

With a copy to:

John P. Harllee, III, Esq.
Brian L. Trimyer, Esq.
Harllee & Bald, P.A.
202 Old Main Street
Bradenton, Florida 34205
Telephone: (941) 744-5537
Email: BLY@harlleebald.com
BLT@harlleebald.com

Such notice shall be provided by email, and/or by overnight delivery, whichever is most expedient or practicable under the circumstances.

8. **Entire Agreement.** This Agreement and its integrated exhibits set forth the complete understanding between the Parties regarding the subject matter hereof, and there are no other oral or written understandings or agreements regarding this subject matter. This Agreement may not be modified orally, but only by another written instrument duly executed by the Parties hereto.

9. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with Florida law.

10. **Successors and Assigns.** This Agreement shall be binding upon the Parties hereto and their respective affiliates, successors, heirs, assigns and transferees.

11. **Counterparts.** For the convenience of the Parties, this Agreement may be executed in identical counterparts, and, when the counterpart versions are taken collectively, shall constitute a single unified Agreement. Electronic copies of this Agreement and any attendant signatures shall have the same force and effect as original signatures.

Exhibits Incorporated Herein By Reference

| | |
|----------------------|---|
| <u>Exhibit "A-1"</u> | Debt Settlement Schedule |
| <u>Exhibit "A-2"</u> | O&M Settlement Schedule |
| <u>Exhibit "A-3"</u> | Joint Stipulation for Dismissal of Action |

[SIGNATURES ON FOLLOWING SEPARATE PAGES]

**HERITAGE HARBOUR MARKET PLACE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Its: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by
_____, _____ of **Heritage Harbour Market Place
Community Development District**, who is personally known to me [____] or has produced
_____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission No.: _____

My Commission Expires: _____

TH HARBOUR, LLLP f/k/a LNR HERITAGE Harbour, LLLP

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018,, by _____ of **TH Harbour, LLLP f/ka/ LNR Heritage Harbour, LLLP**, who is personally known to me [____] or has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission No.: _____

My Commission Expires: _____

EXHIBIT A – 1

| | | | |
|--|----|---------------|-------------------|
| Par Amount Outstanding: | \$ | 13,765,000.00 | As of May 1, 2015 |
| Interest Rate: | | 5.60% | |
| Principal Balance at Settlement (03/01/2018) | \$ | 13,035,000.00 | |
| Principal Balance at May 1, 2018 | \$ | 12,640,000.00 | |

Debt Service Due though November 1, 2018

| | | |
|-------------------------------|-----------|---------------------|
| Principal Due: | | |
| 5/1/2016 | \$ | 355,000.00 |
| 5/1/2017 | \$ | 375,000.00 |
| 5/1/2018 | \$ | 395,000.00 |
| Total Principal Due: | \$ | 1,125,000.00 |
| Interest Due | | |
| 11/1/2015 | \$ | 385,420.00 |
| 5/1/2016 | \$ | 385,420.00 |
| 11/1/2016 | \$ | 385,420.00 |
| 5/1/2017 | \$ | 385,420.00 |
| 11/1/2017 | \$ | 385,420.00 |
| 11/01/2017 through 02/28/2018 | \$ | 256,946.67 |
| 03/01/2018 through 05/01/2018 | \$ | 121,660.00 |
| 11/1/2018 | \$ | 353,920.00 |
| Total Interest Due: | \$ | 2,659,626.67 |

Analysis of Funds in Accounts as of January 31, 2018

Source of Funds:

| | | |
|--|----|---------------------|
| Revenue Account Balance - 01/31/2018 | \$ | 501,213.10 |
| Deferred Cost Account Balance - 01/31/2018 | \$ | 238,384.18 |
| Reserve Fund Balance - 01/31/2018 | \$ | 631,213.10 |
| Total Source of Funds: | \$ | <u>1,370,810.38</u> |

Use of Funds:

Amount in Revenue for FY 2018 Assessments (excluding 19/20)

| | | |
|---------------------------|----|-------------------|
| Parcel 22 - FULLY PREPAID | \$ | - |
| Parcel 23 | \$ | 19,704.01 |
| Parcel 24 | \$ | 28,954.72 |
| Parcel 25 | \$ | 151,341.63 |
| Parcel 26 | \$ | 85,661.58 |
| Parcel 27 | \$ | 46,253.55 |
| Sub-Total | \$ | <u>331,915.50</u> |

Amount Bondholder wants Remaining in Reserve to cover one (1) years
principal and interest on all parcels except 19/20/23/25

\$ 200,000.00

Total Use of Funds: \$ 531,915.50

Funds available for payment of Debt Service to 11/01/2018 \$ 838,894.88

Past Due Principal and Interest Due on Bonds

Principal Due to 11/01/2018

| | | |
|----------------------|----|-------------------|
| 5/1/2016 | \$ | 355,000.00 |
| 5/1/2017 | \$ | 375,000.00 |
| Total Principal Due: | \$ | <u>730,000.00</u> |

Interest Due to 11/01/2018

| | | |
|---------------------|----|---------------------|
| 11/1/2015 | \$ | 385,420.00 |
| 5/1/2016 | \$ | 385,420.00 |
| 11/1/2016 | \$ | 385,420.00 |
| 5/1/2017 | \$ | 385,420.00 |
| 11/1/2017 | \$ | 385,420.00 |
| 11/1/2018 | \$ | 353,920.00 |
| Total Interest Due: | \$ | <u>2,281,020.00</u> |

Source and Use of Funds to Bring Bonds Current as of 11/01/2017

| | |
|---|------------------------|
| Net Amount due from Parcels 19/20 to bring bonds current to 11/01/2017 | \$ 1,818,205.12 |
| Excess Funds in Revenue Account over what was paid by Parcels 23, 24, 25, 26 and 27 in FY 2018 to cover the May 1, 2018 and November 1, 2018 Debt Service | \$ 169,297.60 |
| Excess Reserve Funds | \$ 431,213.10 |
| Deferred Cost Account | \$ 238,384.18 |
| Total Source of Funds: | \$ 2,657,100.00 |

Account
Transfers and
amounts due
by 19/20 at
Settlement

Amount to be paid to Bondholder at Settlement:

Principal:

| | |
|--|----------------------|
| 5/1/2016 | \$ 355,000.00 |
| 5/1/2017 | \$ 375,000.00 |
| Total Principal Paid at Settlement: | \$ 730,000.00 |

Interest:

| | |
|--|------------------------|
| 11/1/2015 | \$ 385,420.00 |
| 5/1/2016 | \$ 385,420.00 |
| 11/1/2016 | \$ 385,420.00 |
| 5/1/2017 | \$ 385,420.00 |
| 11/1/2017 | \$ 385,420.00 |
| Total Interest Paid at Settlement | \$ 1,927,100.00 |

Total Principal and Interest Paid at Settlement \$ 2,657,100.00

| Source and Use of Funds to Pay Bonds on May 1, 2018 | | |
|--|-----------|-------------------|
| Sources of Funds | | |
| Net Amount due from parcels 19/20 to pay Debt Service Due May 1, 2018 | \$ | 548,389.00 |
| Funds in Revenue Account from Parcels 23, 24, 25, 26 and 27 in FY 18 to Cover the May 1, 2018 Debt Service | \$ | 225,217.66 |
| Use of Funds | \$ | 773,606.67 |
| Bondholder Payments on 05/01/2018 | | |
| Principal | \$ | 395,000.00 |
| Interest | \$ | 378,606.67 |
| Total Use of Funds: | \$ | 773,606.67 |

| | | |
|---|-----------|-------------------|
| Source and Use of Fund to Pay Bonds on November 1, 2018 | | |
| Net Amount due from parcels 19/20 to pay Debt Service Due November 1, 2018 | \$ | 247,222.16 |
| Funds in Revenue Account from Parcels 23, 24, 25, 26 and 27 in FY 18 to Cover the November 1, 2018 Debt Service | \$ | 106,697.84 |
| Total Source of Funds | \$ | 353,920.00 |
| Bondholder Payments on 11/01/2018 | | |
| Principal | \$ | - |
| Interest | \$ | 353,920.00 |
| Total to be Paid: | \$ | 353,920.00 |

| Summary of A Amounts Due by 19/20 | |
|--|------------------------|
| Amount due at Settlement | \$ 1,818,205.12 |
| Amount Due 03/15/2018 | \$ 548,389.00 |
| Amount Due 09/15/2018 | \$ 247,222.16 |
| Total Debt Service Due 19/20 | <u>\$ 2,613,816.29</u> |
| General Fund Due at Settlement (Repays parcel owners for funding the Litigation) | |
| | \$ 266,669.11 |
| Parcel 19/20 Funding for Legal Fees for FY 18 for Settlement | \$ 20,000.00 |
| Total Due by 19/20 for FY 2018 | <u>\$ 2,900,485.40</u> |

EXHIBIT A - 2

Heritage Harbour Market Place
Community Development District

General Fund - Litigation Analysis
Fiscal Years 2015 through 2018

| Description | Parcel Owner | Fiscal Year 2015 | Fiscal Year 2016 Budget | Fiscal Year 2017 Budget | Fiscal Year 2018 Budget | TOTAL |
|--|--------------|------------------|-------------------------|-------------------------|-------------------------|-------------------|
| Legal Services | | | | | | |
| General Counsel | | \$ - | \$ 75,000 | \$ 60,000 | \$ 60,000 | \$ 195,000.00 |
| General Counsel - Funds Required for FY 2018 | | | | | | |
| Litigation Counsel | | \$ - | \$ 175,000 | \$ 150,000 | \$ 150,000 | \$ 475,000.00 |
| Comprehensive Planning Services | | | | | | |
| Professional Services - Planning | | \$ - | \$ - | \$ 75,000 | \$ 100,000 | \$ 175,000.00 |
| Other Fees and Charges | | | | | | |
| Discounts and Fees | | | | | | |
| Total Appropriations | | | \$ 250,000 | \$ 285,000 | \$ 310,000 | \$ 845,000 |

| Parcel Identification | Acres | FY 2015 | FY 16 | FY 17 | FY 18 | Total |
|---|---------------|---------------------|---------------------|---|---------------------|---------------------|
| Parcel 19/20 LNR | 83.7 | \$ 57,185.44 | \$170,177.29 | \$194,002.11 | \$211,019.84 | \$ 632,384.69 |
| Parcel 22 Sarasota County | | | | | | |
| Hospital District | 3.38 | | \$6,872.15 | \$7,834.26 | \$8,521.47 | \$ 23,227.88 |
| Apply Discount/Collection Cost | | | -\$481.05 | -\$548.40 | -\$596.50 | -\$1,625.95 |
| Net Parcel Refund | | | \$6,391.10 | \$7,285.86 | \$7,924.97 | \$21,601.93 |
| Parcel 23 Lennar | 2.13 | | \$4,330.68 | \$4,936.97 | \$5,370.04 | \$ 14,637.69 |
| Parcel 24 Iberia Bank | 3.13 | | \$6,363.86 | \$7,254.80 | \$7,891.18 | \$ 21,509.84 |
| Apply Discount/Collection Cost | | | -\$445.47 | -\$507.84 | -\$552.38 | -\$1,505.69 |
| Net Parcel Refund | | | \$5,918.39 | \$6,746.96 | \$7,338.80 | \$20,004.15 |
| Parcel 25 Lennar | 16.36 | | \$33,262.85 | \$37,919.65 | \$41,245.93 | \$ 112,428.43 |
| Parcel 26 Brownstar | 9.26 | | \$18,827.26 | \$21,463.08 | \$23,345.80 | \$ 63,636.14 |
| Parcel 27 Lakeview Associates | 5 | | \$10,165.91 | \$11,589.13 | \$12,605.73 | \$ 34,360.77 |
| Totals: | 122.96 | \$ 57,185.44 | \$249,073.48 | \$283,943.77 | \$308,851.11 | \$899,053.80 |
| | | | | Reduce by FY 15 19/20 Assessment | | -\$57,185.44 |
| | | | | Reduce by Discounts/Collections Applied | | \$3,131.64 |
| | | | | Total Appropriations (Balances) | | \$845,000.00 |
| Net Parcel Refunds - (Excluding 19/20) | | | \$78,896.19 | \$89,941.65 | \$97,831.27 | \$266,669.11 |

EXHIBIT A - 3

IN THE CIRCUIT COURT FOR THE TWELFTH
JUDICIAL CIRCUIT IN AND FOR MANATEE
COUNTY, FLORIDA

CASE NO.: 2015CA005766AX

HERITAGE HARBOUR MARKET PLACE
COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special purpose government of
the State of Florida,

Plaintiff,

v.

LNR HERITAGE HARBOUR, LLLP, a
Florida limited liability partnership; and
HERITAGE HARBOUR MARKET PLACE
ASSOCIATION, INC., a Florida non-profit
corporation,

Defendants.

JOINT STIPULATION FOR DISMISSAL OF ACTION

Plaintiff, Heritage Harbour Market Place Community Development Association (the "District"), and Defendant, TH Harbour, LLLP f/k/a LNR Heritage Harbour, LLLP ("THH"), by and through their undersigned counsel, file this Stipulation for Dismissal of all claims and counterclaims asserted between them in this action, and state as follows:

1. This is an action to foreclose the lien of various special assessments on certain real property located in Manatee County, Florida.
2. To achieve an amicable and efficient resolution of all of the remaining issues presented in (a) the District's Second Amended Complaint for Foreclosure of Special Assessments filed on December 6, 2016, and (b) THH's First Amended Counterclaim filed on January 9, 2017, the District and THH have agreed to dismiss their respective claims and counterclaims in the following manner:
 - a. The District's claims asserted in the Second Amended Complaint are dismissed without prejudice; and
 - b. THH's counterclaims asserted in the First Amended Counterclaim are dismissed with prejudice.

3. Nothing contained herein shall relieve THH of any ongoing assessment obligations it has with respect to the property it owns lying within the District.

WHEREFORE, the District and THH hereby request the Court to enter an order approving of this stipulation and dismissing this action in the manner set forth herein, and enter such other relief as may be just or necessary under the circumstances.

Dated this ____ day of _____, 2018.

GREENBERG TRAURIG, P.A.

450 South Orange Avenue

Suite 650

Orlando, Florida 32801

Telephone: (407) 420-1000

Facsimile: (407) 420-5909

*Counsel for Heritage Harbour Market Place Community
Development District*

HARLLEE & BALD, P.A.

202 Old Main Street

Bradenton, Florida 34205

Telephone: (941) 744-5537

Facsimile: (941) 744-5547

*Counsel for TH Harbour, LLLP f/k/a LNR Heritage
Harbour, LLLP*

By: _____

I. William Spivey, II

Florida Bar No. 701076

Courtney M. Keller

Florida Bar No. 0028668

Colin S. Baker

Florida Bar No. 066352

spiveyw@gtlaw.com

kellerc@gtlaw.com

bakerco@gtlaw.com

FLService@gtlaw.com

By: _____

John P. Harllee, III

Florida Bar No. 0104463

Brian L. Trimyer

Florida Bar No. 0183792

BLY@harleebald.com

BLT@harleebald.com

CLW@harleebald.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the ____ day of _____, 2018, I electronically filed the foregoing **Joint Stipulation for Dismissal of Action** with the Clerk of the Court by using the State of Florida ePortal system which will send an electronic copy to the following:

John P. Harllee, III, Esquire
Brian L. Trimyer, Esquire
Harllee & Bald, P.A.
202 Old Main Street
Bradenton, Florida 34205
Email: BLY@harleebald.com
BLT@harleebald.com

*Counsel for Defendant, TH Harbour, LLLP
f/k/a LNR
Heritage Harbor, LLLP*

Ramon C. Palacio, Esquire
Association Law Group, P.L.
P.O. Box 311059
Miami, Florida 33231
Email: ramon@algpl.com
filings@algpl.com

*Counsel for Defendant, Heritage Harbour
Market Place Association, Inc.*

GREENBERG TRAURIG, P.A.
450 South Orange Ave., Suite 650
Orlando, Florida 32801
Telephone: (407) 420-1000
Facsimile: (407) 420-5909
Email: spiveyw@gtlaw.com
Email: keller@gtlaw.com
Email: bakerco@gtlaw.com
Email: FLService@gtlaw.com
*Counsel for Plaintiff Heritage Harbour Market
Place Community Development District*

By: /s/ Courtney M. Keller
I. William Spivey, II, Esquire
Florida Bar No. 701076
Courtney M. Keller, Esquire
Florida Bar No. 0028668
Colin S. Baker, Esquire
Florida Bar No. 066352

EXHIBIT B

This space reserved for use by
the Clerk of the Circuit Court

Field Code Changed

Upon recording, this instrument
should be returned to:

Jere Earlywine, Esq.
HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**DECLARATION OF CONSENT
(HERITAGE HARBOUR MARKET PLACE CDD)
(Parcel 19/20)**

TH Harbour, LLLP f/k/a LNR Heritage Harbour, LLLP, a Florida limited liability limited partnership, as the owner of the lands described in **Exhibit A** attached hereto (“**Property**”) located within the boundaries of Heritage Harbour Market Place Community Development District (“**District**”), and on behalf of itself and its respective successors in interest and assigns (altogether, “**Landowner**”), hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after September 9, 2002, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (“**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners in and for Manatee County, Florida (“**County**”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 02-28, effective as of September 9, 2002, was duly and properly adopted by the County in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from September 9, 2002, to and including the date of this Declaration. The Landowner has no objection to, and waives any right to challenge, any such prior actions.

2. The Landowner hereby confirms and agrees that: (a) Resolution No. 2005-12, (the “**Assessment Resolution**”) imposing debt service special assessments and securing the repayment of the District’s Capital Improvement Revenue Bonds, Series 2005 Bonds (“**Special Assessments**”) which includes but is not limited to any previously delinquent Special Assessments that were reinstated pursuant to Resolution 2018-02), were duly adopted by the Board of Supervisors of the District; (b) all proceedings undertaken by the District with respect to the Assessment Resolution described above and Resolution 2018-02 have been in accordance with applicable Florida law; (c) the District has taken all action necessary to levy and impose the Special Assessments; (d) the benefit from the District’s capital improvement plan equals or exceeds the Special Assessments as described herein and the Special Assessments are fairly and

reasonably allocated as described herein; and (e) the Special Assessments imposed upon the Property pursuant to the Assessment Resolution are legal, valid and binding first liens, co-equal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims.

3. The Landowner further hereby expressly acknowledges, represents and agrees that (i) the Special Assessments, the Assessment Resolution, Resolution 2018-02, and the terms of all related financing documents (collectively, “**Financing Documents**”) are and/or establish valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payment of the Special Assessments, including but not limited to a defense that collection of the Special Assessments or any annual installment thereof is barred by any applicable statute of limitations as may be provided in Chapter 95, *Florida Statutes*, or any other time barring defenses, or claims of invalidity, deficiency or unenforceability of the Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); and (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that (a) foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner’s default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*, and (b) having elected to collect the Special Assessments, including installments thereof, utilizing the “Uniform Method” of collection permitted by Chapter 197, *Florida Statutes*, the District is precluded from subsequently electing to collect the Special Assessments, including installments thereof, in any other manner permitted by applicable law, and agrees that the District may elect to utilize alternate methods of collecting the Special Assessments, including, but not limited to, use of those remedies permitted by Chapter 170 or Chapter 173, *Florida Statutes*, even though the District may have previously used the “Uniform Method” of collection. The Landowner further agrees that the Special Assessments run with the land.

4. The Landowner hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Special Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Special Assessments in full or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolution.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Special Assessments is available from the District Manager JP Ward & Associates, LLC, located at 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO

THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[SIGNATURES ON FOLLOWING PAGE]

WHEREFORE, the undersigned hereby executes that certain Declaration of Consent (Heritage Harbour Market Place CDD) (Parcel 19/20), to be effective the ____ day of _____, 2018.

WITNESSES

TH HARBOUR, LLLP, a Florida limited liability limited partnership

By: _____
Name: _____
Title: _____

By: TH Harbour GP, LLC, a Florida limited liability company
As its general partner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of TH Harbour GP, LLC, a Florida limited liability company, as general partner of TH Harbour, LLLP, a Florida limited liability limited partnership, on behalf of the company and the partnership. He/she is [] personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A

Legal Description of Parcel 19/20

EXHIBIT "A"

HERITAGE HARBOUR - PARCELS 19 & 20

THOSE PARTS OF SECTIONS 25, 26, 35 & 36, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE WEST RIGHT OF WAY LINE OF GRAND HARBOUR PARKWAY AS SHOWN ON THE PLAT OF STONEYBROOK AT HERITAGE HARBOUR, SUBPHASE A, UNIT 1, AS RECORDED IN PLAT BOOK 39, PAGES 160 THROUGH 179, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, S.33°03'47"W., A DISTANCE OF 60.37; THENCE S.78°04'22"W., A DISTANCE OF 49.51 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 64 (A VARIABLE WIDTH PUBLIC RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1730, PAGE 1089, OFFICIAL RECORDS BOOK 1748, PAGE 7592, AND OFFICIAL RECORDS BOOK 1920, 4583, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA)(FLORIDA DEPARTMENT OF TRANSPORTATION SECTION MAP 1305/250); THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 64 N.56°55'35"W., A DISTANCE OF 245.90 FEET; THENCE N.52°16'41"W., A DISTANCE OF 293.00 FEET; THENCE N.60°49'42"W., A DISTANCE OF 97.09 FEET; THENCE N.60°49'42"W., A DISTANCE OF 312.48 FEET; THENCE N.61°10'48"W., A DISTANCE OF 407.58 FEET; THENCE N.68°46'35"W., A DISTANCE OF 257.64 FEET TRANSITIONING TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 75 (STATE ROAD #93) A VARIABLE WIDTH PUBLIC RIGHT OF WAY (FLORIDA DEPARTMENT OF TRANSPORTATION SECTION MAP 13075/2402) ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 216.00 FEET AND A DELTA ANGLE OF 51°38'11", WHOSE CHORD BEARS N.42°54'51"W.; THENCE ALONG SAID CURVE IN A NORTHWESTERLY AND CLOCKWISE DIRECTION, A DISTANCE OF 194.66 FEET; THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID INTERSTATE 75, N.17°11'10"W., A DISTANCE OF 278.59 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 457.78 FEET AND A DELTA ANGLE OF 46°44'50", WHOSE CHORD BEARS N.40°32'04"W.; THENCE ALONG SAID CURVE IN A NORTHWESTERLY AND COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 373.50 FEET; THENCE N.63°54'22"W., A DISTANCE OF 501.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 860.93 FEET AND A DELTA ANGLE OF 40°03'32", WHOSE CHORD BEARS N.43°53'36"W.; THENCE ALONG SAID CURVE IN A NORTHWESTERLY AND CLOCKWISE DIRECTION, A DISTANCE OF 601.92 FEET; THENCE N.23°52'09"W., A DISTANCE OF 999.15 FEET; THENCE N.22°43'23"W., A DISTANCE OF 98.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3404.05 FEET AND A DELTA ANGLE OF 12°33'48", WHOSE CHORD BEARS N.29°00'09"W.; THENCE ALONG SAID CURVE IN A NORTHWESTERLY AND COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 746.41 FEET; THENCE LEAVING THE EASTERLY RIGHT OF WAY LINE OF SAID INTERSTATE 75 ON A NON-RADIAL LINE, N.82°47'36"E., A DISTANCE OF 132.92 FEET; THENCE N.82°04'12"E., A DISTANCE OF 32.31 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 30.00 FEET AND A DELTA ANGLE OF 10°58'06", WHOSE CHORD BEARS N.87°33'15"E.; THENCE ALONG SAID CURVE IN AN EASTERLY AND CLOCKWISE DIRECTION, A DISTANCE OF 5.74 FEET; THENCE S.86°57'42"E., A DISTANCE OF 23.84 FEET; THENCE N.88°50'22"E., A DISTANCE OF 31.64 FEET; THENCE S.89°04'05"E., A DISTANCE OF 34.89 FEET; THENCE S.89°37'45"E., A DISTANCE OF 36.35 FEET; THENCE S.87°07'38"E., A DISTANCE OF 50.99 FEET; THENCE S.89°35'49"E., A DISTANCE OF 46.66 FEET; THENCE N.82°10'25"E., A DISTANCE OF 35.81 FEET; THENCE N.88°31'37"E., A DISTANCE OF 183.30 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 30.00 FEET AND A DELTA ANGLE OF 21°46'24", WHOSE CHORD BEARS S.80°35'11"E.; THENCE ALONG SAID CURVE IN A SOUTHEASTERLY AND CLOCKWISE DIRECTION, A DISTANCE OF 11.40 FEET; THENCE S.69°28'39"E., A DISTANCE OF 283.96 FEET; THENCE S.01°14'02"W., A DISTANCE OF 372.92 FEET; THENCE S.88°45'58"E., A DISTANCE OF 125.80 FEET; THENCE S.44°35'52"E., A DISTANCE OF 1233.70 FEET; THENCE S.55°21'38"E., A DISTANCE OF 510.74 FEET; THENCE S.49°13'14"E., A DISTANCE OF 1176.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, WHOSE RADIUS POINT BEARS S.38°00'05"E., A DISTANCE OF 250.00 FEET, WITH A DELTA ANGLE OF 26°35'54", WHOSE CHORD BEARS N.65°17'52"E.; THENCE ALONG SAID CURVE IN A NORTHEASTERLY AND CLOCKWISE DIRECTION, A DISTANCE OF 116.06 FEET; THENCE N.00°17'50"E., A DISTANCE OF 536.54 FEET; THENCE S.66°52'39"E., A DISTANCE OF 679.67 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED GRAND HARBOUR PARKWAY; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, WHOSE RADIUS POINT BEARS S.40°34'16"E., A DISTANCE OF 1162.50 FEET, WITH A DELTA ANGLE OF 15°34'15", WHOSE CHORD BEARS S.41°38'36"W.; THENCE ALONG SAID CURVE IN A SOUTHERLY AND COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 315.93 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 818.75 FEET AND A DELTA ANGLE OF

57°16'12", WHOSE CHORD BEARS S 05°13'22"W.; THENCE ALONG SAID CURVE IN A SOUTHERLY AND CLOCKWISE DIRECTION, A DISTANCE OF 818.38 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 675.00 FEET AND A DELTA ANGLE OF 56°28'31", WHOSE CHORD BEARS S 04°49'32"W.; THENCE ALONG SAID CURVE IN A SOUTHERLY AND CLOCKWISE DIRECTION, A DISTANCE OF 665.33 FEET RETURNING TO THE POINT OF BEGINNING.

EXHIBIT C

**FIRST AMENDMENT TO
SECOND SUPPLEMENTAL TRUST INDENTURE**

**HERITAGE HARBOUR MARKET PLACE
COMMUNITY DEVELOPMENT DISTRICT**

**TO
U.S. BANK NATIONAL ASSOCIATION, AS SUCCESSOR IN TRUST TO
WACHOVIA BANK, N.A.,
AS TRUSTEE**

**FIRST AMENDMENT TO
SECOND SUPPLEMENTAL
TRUST INDENTURE**

THIS FIRST AMENDMENT TO SECOND SUPPLEMENTAL TRUST INDENTURE (the “First Amendment”) dated as of _____, __, 2018, from **HERITAGE HARBOUR MARKETPLACE COMMUNITY DEVELOPMENT DISTRICT** (the “District”) to **U.S. BANK NATIONAL ASSOCIATION**, as successor in trust to Wachovia Bank, N.A., as trustee (the “Trustee”), a national banking association, authorized to accept and execute trusts of the character set out herein, with its designated corporate trust office and post office address located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

WHEREAS, the District entered into a Master Trust Indenture, dated as of October 1, 2005 (the “Master Indenture”) with the Trustee to secure the issuance of its Heritage Harbour Marketplace Community Development District Capital Improvement Revenue Bonds, issuable in one or more series from time to time; and

WHEREAS, pursuant to the Master Indenture and the Second Supplemental Trust Indenture dated as of October 1, 2005 (the “Second Supplement”) , the District has previously issued its Heritage Harbour Marketplace Community Development District Capital Improvement Revenue Bonds, Series 2005 (the “Series 2005 Bonds”);and

WHEREAS, Heritage Holdings, LLC (the “Bondholder”) is the beneficial Owner of all of the outstanding Series 2005 Bonds; and

WHEREAS, the District and the Bondholder have agreed to amend the definition of the 2005 Reserve Account Requirement, as defined in the Second Supplement.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS FIRST AMENDMENT TO SECOND SUPPLEMENTAL INDENTURE PROVIDES:

**ARTICLE I
DEFINITIONS**

Section 101. Definitions All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise.

ARTICLE II

AMENDMENTS TO ADDRESS DEFERRED COSTS SUBACCOUNT MONIES, 2005 RESERVE ACCOUNT REQUIREMENT, REDEMPTION NOTICE AND NOTICE OF TRANSFER PROVISIONS

Section 403(c) is amended to provide that, after the Deferred Costs Date of Completion, the balance on deposit in the Deferred Costs Subaccount shall be transferred to the 2005 Revenue Account.

The definition of the 2005 Reserve Account Requirement shall be deemed amended to be \$200,000. Any excess funds on deposit in the 2005 Reserve Account shall be transferred by the Trustee to the 2005 Revenue Account.

Effective immediately, so long as the Bondholder owns all of the Series 2005 Bonds the Trustee shall provide five (5) day prior notice of redemptions.

All or any portion of the Series 2005 Bonds may be transferred with prior written notice to the District, with a copy sent to the Trustee, at least two Business Days prior to the date of the proposed transfer.

ARTICLE III

MISCELLANEOUS PROVISIONS

SECTION 1.01 Confirmation of Master Indenture; Interpretation of Second Supplemental Indenture. As supplemented and amended by this First Amendment, the Master Indenture, as amended and supplemented by the Second Supplemental Indenture is in all respects ratified and confirmed, and this First Amendment shall be read, taken and construed as a part of the Second Supplemental Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to the Second Supplemental Indenture and to the Series 2005 Bonds issued thereunder.

SECTION 1.02 Counterparts. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Heritage Harbour Market Place Community Development District has caused this First Amendment to be executed by the Chairman of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank National Association, has caused this First Amendment to Third Supplemental Trust Indenture to be executed by one of its Vice Presidents, all as of the day and year first above written.

**HERITAGE HARBOUR PLACE COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

Attest:

By: _____
Chairman, Board of Supervisors

Secretary, Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION, as Trustee,
Paying Agent and Registrar

By: _____
Vice President

[Signature Page to First Amendment to Second Supplemental Trust Indenture]

IN WITNESS WHEREOF, Heritage Harbour Market Place Community Development District has caused this First Amendment to be executed by the Chairman of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank National Association, has caused this First Amendment to Third Supplemental Trust Indenture to be executed by one of its Vice Presidents, all as of the day and year first above written.

**HERITAGE HARBOUR PLACE COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

Attest:

By: _____
Chairman, Board of Supervisors

Secretary, Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION, as Trustee,
Paying Agent and Registrar

By: _____
Vice President

[Signature Page to First Amendment to Second Supplemental Trust Indenture]

EXHIBIT D

BONDHOLDER CONSENT & DIRECTION LETTER
(Heritage Harbour Market Place CDD)

February 21, 2018

via email

Mr. James Ward
District Manager
Heritage Harbour Marketplace CDD
c/o JPWard & Associates, LLC
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334
jimward@jpwardassociates.com

-and-

Benjamin J. Krueger
U.S. Bank National Association
Global Corporate Trust Services
60 Livingston Ave | EP-MN-WS1D
St. Paul, Minnesota 55107
benjamin.krueger@usbank.com

Dear Messrs. Ward and Krueger:

The undersigned certifies that it is the beneficial owner of all of the outstanding Heritage Harbour Market Place Community Development District (Manatee County, Florida) Capital Improvement Revenue Bonds, Series 2005 (“**Bondholder**”).

Reference is made to that certain Master Trust Indenture, dated November 1, 2004 (“**Master Indenture**”), as supplemented by a Second Supplemental Trust Indenture dated as of October 1, 2005 (“**Supplemental Indenture**” and collectively with the Master Indenture, “**Indenture**”) each between the Heritage Harbour Market Place Community Development District (“**District**”) and U.S. Bank National Association, as Trustee. Capitalized terms used, but not defined, herein shall have the meanings assigned thereto in the Indenture.

Background

On October 11, 2005, and pursuant to the Indenture, the District issued its \$16,755,000 Capital Improvement Revenue Bonds, Series 2005 (“**2005 Bonds**”) to fund all or a portion of the District’s capital improvement plan known as the “**2005 Project**.” To secure the repayment of the 2005 Bonds, and pursuant to Resolutions 2005-8 and 2005-12, among others, the District imposed non-ad valorem special assessments (“**Debt Assessments**”) on certain developable real property within the boundaries of the District, which property specially benefits from the facilities and services provided by the 2005 Project.

Beginning in fiscal year 2015, LNR Heritage Harbour, LLLP, which is now known as TH Harbour, LLLP (“**Parcel 19/20 Landowner**”), and which is the owner of the lands known as “**Parcel 19/20**,” failed to timely remit payment for Debt Assessments and operations and maintenance assessments (“**O&M Assessments**”) levied on Parcel 19/20. In response, the District filed a foreclosure action (“**Foreclosure Action**”), styled as *Heritage Harbour Market Place Community Development District v. LNR Heritage Harbour, LLLP, et al.*, Case No. 2015CA005766AX, in the Circuit Court of the Twelfth

Judicial Circuit in and for Manatee County, Florida, and thereby sought to foreclose the Debt Assessments and O&M Assessments levied on Parcel 19/20.

To resolve the Foreclosure Action, the District's Board is considering the adoption of Resolution 2018-02, which would authorize a "**Settlement Agreement**" resolving the Foreclosure Action. Such Resolution 2018-02, and the Settlement Agreement, are contingent upon the Bondholder providing this consent and direction letter.

Consent and Direction

On behalf of the Bondholder and pursuant to the terms of the Indenture, the undersigned hereby consents to the adoption and implementation of Resolution 2018-02 (including but not limited to adoption and implementation of the First Amendment to Second Supplemental Trust Indenture), as well as Resolution 2018-05 declaring the Deferred Costs Date of Completion.

Further, and again on behalf of the Bondholder, the undersigned writes to direct that, upon receipt of the Debt Settlement (as defined in Resolution 2018-02) and fully executed copies of Resolutions 2018-02 and 2018-05 (and all exhibits thereto):

- (a) The Trustee shall execute the First Amendment to Second Supplemental Trust Indenture; and
- (b) As identified in Exhibit A-1 to Resolution 2018-02, the Trustee shall use:
 - (i) the Debt Settlement,
 - (ii) the excess funds in the revenue account over what was paid by Parcels 23, 24, 25, 26, and 27 for Fiscal Year 2018,
 - (iii) excess funds in the 2005 Reserve Account, and
 - (iv) monies transferred from the Deferred Costs Subaccount into the 2005 Revenue Account,to pay all past due principal and interest on the 2005 Bonds and through November 1, 2017; and
- (c) The Trustee is directed to not accelerate the 2005 Bonds (or to de-accelerate the 2005 Bonds, as appropriate) based on the prior delinquencies, and shall take any reasonably necessary steps to the extent permissible by law to waive any additional penalties and collection costs, and waive any prior Events of Default; and
- (d) Simultaneously therewith, the Trustee shall post notice to the Electronic Municipal Market Access website providing that all past due principal and interest on the 2005 Bonds have been paid through November 1, 2017 and that the 2005 Bonds are in good standing; and
- (e) The Trustee take any other ancillary action deemed necessary by the Trustee to carry out Items (a) through (d) above.

Indemnification

In order to induce the Trustee to take action in accordance with this Bondholder direction, subject to the terms, conditions and limitations set forth herein, the Bondholder agrees to indemnify and hold the Trustee harmless and defend the Trustee from and against any and all Losses incurred by the Trustee by reason of or related to the Trustee honoring this direction. The term "**Losses**" includes any losses, liability, claims, damages, costs and expenses, including attorney's fees, disbursements and court costs reasonably incurred by the Trustee (other than those incurred as a result of the gross negligence or willful misconduct of the Trustee, as applicable), and the amount of any judgments, fines and other amounts paid in settlement, incurred or suffered by the Trustee, as applicable, in connection with any threatened,

pending or adjudicated claim, demand, action, suit or proceeding by any party arising out of or in connection with the Trustee honoring this request and direction (other than those arising out of the Trustee's gross negligence or willful misconduct). Amounts payable hereunder will be paid by the undersigned upon written demand of the Trustee, and, to the extent not paid, the Trustee may exercise its rights as regard to its first charge against the Trust Estate for the 2005 Bonds. Terms not otherwise defined herein shall have the meaning ascribed thereto in the Indenture.

The Bondholder further acknowledges and agrees that it has the full power and authority to execute and deliver this letter of indemnification and that the person executing on behalf of the Bondholder is an authorized signatory of such Bondholder. A telecopied signature hereon shall be deemed an original for all purposes. This letter is hereby executed as of the date first above written.

Direction Authorized and Directed by:

Heritage Holdings, LLC

By: _____
Joseph Marino, Manager

RESOLUTION 2018-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FIRST AMENDMENT TO THE GENERAL FUND BUDGET FOR FISCAL YEAR 2018 TO RECOGNIZE A REDUCTION IN BUDGET DUE TO A SETTLEMENT AGREEMENT; PROVIDING FOR APPROPRIATIONS; AUTHORIZING A PARTIAL CANCELLATION OF OPERATIONS AND MAINTENANCE ASSESSMENTS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 3, 2017, the Board of Supervisors of the Heritage Harbour Market Place Community Development District (“**Board**”), adopted Resolution 2017-05 providing for the adoption of the District’s fiscal year 2018 annual budget (“**Budget**”); and

WHEREAS, also on August 3, 2017, the Board adopted Resolution 2017-06 levying and imposing operations and maintenance special assessments (“**O&M Assessments**”) to fund the Budget; and

WHEREAS, pursuant to Resolution 2018-02,¹ the Board authorized a Settlement Agreement regarding the payment of past due debt and operations and maintenance assessments levied on what is known as Parcel 19/20; and

WHEREAS, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2017-05, authorize the Board to amend the Budget; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to authorize two amendments to the Budget: (1) to reflect a reduction in the Budget and a cancellation of certain prior O&M Assessments, due to a reduction in litigation expenses as a result of the Settlement Agreement, and as outlined in **Exhibit A (“First Budget Amendment”)**, and (2) consistent therewith, to authorize a partial refund of O&M Assessments for all landowners other than the Parcel 19/20 Landowner, based on funding from the Parcel 19/20 Landowner pursuant to the Settlement Agreement; and

WHEREAS, this Resolution is intended to authorize the first of the two Budget amendments;

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Resolution 2018-02.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT:

1. FIRST BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager's proposed First Budget Amendment, copies of which are on file with the office of the District Manager and at the District's Records Office. The First Budget Amendment attached hereto as **Exhibit A** and incorporated herein by reference is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect reduced revenues and expenditures for fiscal year 2018.
- b. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget for the Heritage Harbour Market Place Community Development District for the fiscal year ending September 30, 2018, as amended by Resolution 2018-03."

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the Heritage Harbour Market Place Community Development District, for the fiscal year beginning October 1, 2017, and ending September 30, 2018, the sums set forth in **Exhibit A**, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year.

3. CANCELLATION OF PRIOR O&M ASSESSMENTS. Consistent with **Exhibit A**, the Board hereby cancels certain of the prior O&M Assessments, and adopts the assessment roll included with **Exhibit A**. Authorization of a partial refund of prior O&M Assessments and other related matters shall be addressed by separate resolution of the Board.

4. CONFLICTS. This Resolution is intended to amend in part Resolutions 2017-05 and 2017-06, which remain in full force and effect except as otherwise provided herein. All of the terms of Resolutions 2017-05 and 2017-06 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

5. 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.

6. EFFECTIVE DATE. This Resolution is subject to Resolution 2018-02 becoming effective and accordingly shall take effect when Resolution 2018-02 becomes effective.

Introduced, considered favorably, and adopted this 1st day of March, 2018.

ATTEST:

**HERITAGE HARBOUR MARKET
PLACE COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Terrence Kirschner, Chairman

EXHIBIT A: First Amendment to FY 2018 Budget with Assessment Roll

Heritage Harbour Market Place
Community Development District

General Fund - Amendment 1
Fiscal Year 2018

| Description | Fiscal Year 2018 Budget | Fiscal Year 2018 Budget REVISED | Change |
|--|----------------------------|------------------------------------|---------------------|
| Revenues and Other Sources | | | |
| Carryforward | \$ - | | |
| Interest Income - General Account | \$ 60 | \$ - | \$ (60) |
| Miscellaneous Revenue | \$ - | | \$ - |
| Special Assessment Revenue | | | |
| Special Assessment - Uniform Method | \$ 19,340 | \$ 4,476 | \$ (14,864) |
| Special Assessment - Non-Uniform | \$ 345,958 | \$ 74,822 | \$ (271,136) |
| Operating Transfers In | | | |
| Debt Service Fund - Series 2005 Bonds | \$ - | | \$ - |
| Total Revenue & Other Sources | \$ 365,358 | \$ 79,298 | \$ (286,060) |
| Appropriations | | | |
| Legislative | | | |
| Board of Supervisor's Fees | \$ 1,200 | \$ 1,200 | \$ - |
| Board of Supervisor's - FICA | \$ 92 | \$ 92 | \$ - |
| Executive | | | |
| Executive Salaries | \$ 35,000 | \$ 35,000 | \$ - |
| Executive Salaries - FICA | \$ 2,678 | \$ 2,678 | \$ - |
| Executive Salaries - Insurance | \$ 3,100 | \$ 3,100 | \$ - |
| Financial and Administrative | | | |
| Audit Services | \$ 6,800 | \$ 6,800 | \$ - |
| Accounting Services | \$ 4,400 | \$ 4,400 | \$ - |
| Assessment Roll Preparation | \$ - | \$ - | \$ - |
| Arbitrage Rebate Fees | \$ 500 | \$ 500 | \$ - |
| Other Contractual Services | | | |
| Recording and Transcription | \$ 250 | \$ 250 | \$ - |
| Legal Advertising | \$ 2,400 | \$ 2,400 | \$ - |
| Trustee Services | \$ 5,810 | \$ 5,810 | \$ - |
| Dissemination Agent Services | \$ 1,000 | \$ 1,000 | \$ - |
| Bank Service Fees | \$ 500 | \$ 500 | \$ - |
| Travel and Per Diem | \$ - | \$ - | \$ - |
| Communications and Freight Services | | | |
| Telephone | \$ - | \$ - | \$ - |
| Postage, Freight & Messenger | \$ 300 | \$ 300 | \$ - |
| Rentals and Leases | | | |
| Miscellaneous Equipment | \$ - | \$ - | \$ - |
| Computer Services and Website | | | |
| Maintenance | \$ 8,000 | \$ 8,000 | \$ - |
| Insurance | \$ 6,300 | \$ 6,300 | \$ - |
| Printing and Binding | \$ 100 | \$ 100 | \$ - |
| Office Supplies | \$ - | \$ - | \$ - |
| Subscriptions and Memberships | \$ 175 | \$ 175 | \$ - |

Heritage Harbour Market Place
Community Development District

General Fund - Amendment 1
Fiscal Year 2018

| Description | Fiscal Year 2018 Budget | Fiscal Year 2018 Budget REVISED | Change |
|--|----------------------------|------------------------------------|---------------------|
| Legal Services | | \$ - | \$ - |
| General Counsel | \$ 60,000 | | \$ (60,000) |
| Litigaton Counsel | \$ 150,000 | | \$ (150,000) |
| Comprehensive Planning Services | | | |
| Professional Services - Planning | \$ 100,000 | | \$ (100,000) |
| Other General Government Services | | | |
| Engineering Services | \$ 400 | \$ 400 | \$ - |
| Contingencies | \$ - | \$ - | \$ - |
| Capital Outlay | \$ - | \$ - | \$ - |
| Other Fees and Charges | | | |
| Discounts and Fees | \$ 1,354 | \$ 293 | \$ (1,061) |
| Total Appropriations | \$ 390,359 | \$ 79,298 | \$ (311,061) |

Fiscal Year 2018 Revised Assessments

| Parcel Identification | Acres | On-Roll | Off-Roll |
|-----------------------|---------------|------------|-------------|
| Parcel 19/20 | 83.7 | | \$53,779.29 |
| Parcel 22 | 3.38 | \$2,179.78 | |
| Parcel 23 | 2.13 | | \$1,368.58 |
| Parcel 24 | 3.13 | \$2,018.55 | |
| Parcel 25 | 16.36 | | \$10,511.70 |
| Parcel 26 | 9.26 | | \$5,949.78 |
| Parcel 27 | 5 | | \$3,212.62 |
| Total Acres | 122.96 | | |

RESOLUTION 2018-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A SECOND AMENDMENT TO THE GENERAL FUND BUDGET FOR FISCAL YEAR 2018 TO FUND A PARTIAL ASSESSMENT REFUND FOR ALL LANDOWNERS OTHER THAN THE PARCEL 19/20 LANDOWNER; AUTHORIZING A PARTIAL O&M ASSESSMENT REFUND; ADJUSTING THE PAYMENT DATE FOR CERTAIN DEBT ASSESSMENTS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 3, 2017, the Board of Supervisors of the Heritage Harbour Market Place Community Development District (“**Board**”), adopted Resolution 2017-05 providing for the adoption of the District’s fiscal year 2018 annual budget (“**Budget**”); and

WHEREAS, also on August 3, 2017, the Board adopted Resolution 2017-06 levying and imposing operations and maintenance special assessments (“**O&M Assessments**”) to fund the Budget; and

WHEREAS, pursuant to Resolution 2018-02,¹ the Board authorized a Settlement Agreement regarding the payment of past due debt and operations and maintenance assessments levied on what is known as Parcel 19/20; and

WHEREAS, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2017-05, authorize the Board to amend the Budget; and

WHEREAS, the District Manager, at the direction of the Board, and consistent with the Settlement Agreement, prepared two amendments to the Budget: (1) to reflect a reduction in the Budget and a cancellation of certain O&M Assessments, due to a reduction in litigation expenses as a result of the Settlement Agreement (“**First Budget Amendment**”), and (2) consistent therewith, to authorize a partial refund of O&M Assessments for all landowners other than the Parcel 19/20 Landowner, based on funding from the Parcel 19/20 Landowner pursuant to the Settlement Agreement, all as outlined in **Exhibit A** (“**Second Budget Amendment**”); and

WHEREAS, the Board adopted the First Budget Amendment by adoption of Resolution 2018-03, and now finds and determines that it is in the best interest of the District and its landowners to authorize the Second Budget Amendment; and

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Resolution 2018-02.

WHEREAS, consistent with the terms of the Settlement Agreement, the Board further desires to adjust the payment deadlines for debt assessments levied on Parcel 19/20 and for fiscal year 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT:

1. SECOND BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager's proposed Second Budget Amendment, copies of which are on file with the office of the District Manager and at the District's Records Office. The Second Budget Amendment attached hereto as **Exhibit A** and incorporated herein by reference is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect reduced revenues and expenditures for fiscal year 2018.
- b. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget for the Heritage Harbour Market Place Community Development District for the fiscal year ending September 30, 2018, as amended by Resolution 2018-04."

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the Heritage Harbour Market Place Community Development District, for the fiscal year beginning October 1, 2017, and ending September 30, 2018, the sums set forth in **Exhibit A**, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year.

3. AUTHORIZATION TO PROCEED WITH PARTIAL O&M ASSESSMENT REFUND. The Board hereby adopts the revised assessment roll attached as part of **Exhibit A**, and authorizes the District Manager to use the O&M Settlement to effect an O&M Assessment refund to all other property owners other than the Parcel 19/20 Landowner, consistent with the schedule set forth in **Exhibit A**.

4. ADJUSTING THE PAYMENT DATES FOR CERTAIN DEBT ASSESSMENTS. Pursuant to the Settlement Agreement, and as an amendment to Resolution 2017-06, the Debt Assessments levied on Parcel 19/20 and due to be paid for fiscal year 2018 shall be due and payable on March 15, 2018, in the amount of **\$548,389.00** and September 15, 2018, in the amount of **\$247,222.16**. The District Manager is authorized to issue a new invoice for such payments.

5. CONFLICTS. This Resolution is intended to amend in part Resolutions 2017-05, 2017-06 and 2018-03, which remain in full force and effect except as otherwise provided herein. All of the terms of Resolutions 2017-05, 2017-06 and 2018-03 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

6. 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.

7. EFFECTIVE DATE. This Resolution is subject to Resolution 2018-02 becoming effective and accordingly shall take effect when Resolution 2018-02 becomes effective.

Introduced, considered favorably, and adopted this 1st day of March, 2018.

ATTEST:

**HERITAGE HARBOUR MARKET
PLACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Print Name: _____
Its: _____

EXHIBIT A: Second Budget Amendment with Schedule for O&M Assessment Refund /
Amended FY 2018 Assessment Roll

Heritage Harbour Market Place
Community Development District

General Fund - Amendment 2
Fiscal Year 2018

| Description | Fiscal Year 2018 Budget | Amendment #2 | Fiscal Year 2018 REVISED Budet |
|--|----------------------------|------------------|-----------------------------------|
| Revenues and Other Sources | | | |
| Carryforward | \$ - | | |
| Interest Income - General Account | \$ - | \$ - | \$ - |
| Miscellaneous Revenue | \$ - | | \$ - |
| Special Assessment Revenue | | | |
| Special Assessment - Uniform Method | \$ 4,476 | \$ - | \$ 4,476 |
| Special Assessment - Non-Uniform | \$ 74,822 | \$ - | \$ 74,822 |
| Developer Contribution | | | |
| Parcel 19/20 to Fund Litigation Expenses | \$ - | \$ 20,000 | \$ 20,000 |
| Parcel 19/20 to Fund Repayment to Remaining Parcels for FY 15-18 Litigation Expenses | | \$ 266,669 | \$ 266,669 |
| Total Revenue & Other Sources | \$ 79,298 | \$286,669 | \$ 365,967 |
| Appropriations | | | |
| Legislative | | | |
| Board of Supervisor's Fees | \$ 1,200 | \$ - | \$ 1,200 |
| Board of Supervisor's - FICA | \$ 92 | \$ - | \$ 92 |
| Executive | | | |
| Executive Salaries | \$ 35,000 | \$ - | \$ 35,000 |
| Executive Salaries - FICA | \$ 2,678 | \$ - | \$ 2,678 |
| Executive Salaries - Insurance | \$ 3,100 | \$ - | \$ 3,100 |
| Financial and Administrative | | | |
| Audit Services | \$ 6,800 | \$ - | \$ 6,800 |
| Accounting Services | \$ 4,400 | \$ - | \$ 4,400 |
| Assessment Roll Preparation | \$ - | \$ - | \$ - |
| Arbitrage Rebate Fees | \$ 500 | \$ - | \$ 500 |
| Other Contractual Services | | | |
| Recording and Transcription | \$ 250 | \$ - | \$ 250 |
| Legal Advertising | \$ 2,400 | \$ - | \$ 2,400 |
| Trustee Services | \$ 5,810 | \$ - | \$ 5,810 |
| Dissemination Agent Services | \$ 1,000 | \$ - | \$ 1,000 |
| Bank Service Fees | \$ 500 | \$ - | \$ 500 |
| Travel and Per Diem | \$ - | \$ - | \$ - |
| Communications and Freight Services | | | |
| Telephone | \$ - | \$ - | \$ - |
| Postage, Freight & Messenger | \$ 300 | \$ - | \$ 300 |
| Rentals and Leases | | | |
| Miscellaneous Equipment | \$ - | \$ - | \$ - |
| Computer Services and Website Maintenance | \$ 8,000 | \$ - | \$ 8,000 |
| Insurance | \$ 6,300 | \$ - | \$ 6,300 |

Heritage Harbour Market Place
Community Development District
General Fund - Litigation Analysis
Fiscal Years 2015 through 2018

| Description | Parcel Owner | Fiscal Year 2015 | Fiscal Year 2016 Budget | Fiscal Year 2017 Budget | Fiscal Year 2018 Budget | TOTAL |
|--|--------------|---------------------|----------------------------|----------------------------|----------------------------|-------------------|
| Legal Services | | | | | | |
| General Counsel | | \$ - | \$ 75,000 | \$ 60,000 | \$ 60,000 | \$ 195,000.00 |
| General Counsel - Funds Required for FY 2018 | | | | | | |
| Litigation Counsel | | \$ - | \$ 175,000 | \$ 150,000 | \$ 150,000 | \$ 475,000.00 |
| Comprehensive Planning Services | | | | | | |
| Professional Services - Planning | | \$ - | \$ - | \$ 75,000 | \$ 100,000 | \$ 175,000.00 |
| Other Fees and Charges | | | | | | |
| Discounts and Fees | | | | | | |
| Total Appropriations | | | \$ 250,000 | \$ 285,000 | \$ 310,000 | \$ 845,000 |

| Parcel Identification | Acres | FY 2015 | FY 16 | FY 17 | FY 18 | Total |
|---|---------------------|---------------------|---------------------|---|---------------------|---------------------|
| Parcel 19/20 | LNR | \$ 57,185.44 | \$170,177.29 | \$194,002.11 | \$211,019.84 | \$ 632,384.69 |
| | Sarasota County | | | | | |
| Parcel 22 | Hospital District | | \$6,872.15 | \$7,834.26 | \$8,521.47 | \$ 23,227.88 |
| Apply Discount/Collection Cost | | | -\$481.05 | -\$548.40 | -\$596.50 | -\$1,625.95 |
| Net Parcel Refund | | | \$6,391.10 | \$7,285.86 | \$7,924.97 | \$21,601.93 |
| Parcel 23 | Lennar | | \$4,330.68 | \$4,936.97 | \$5,370.04 | \$ 14,637.69 |
| Parcel 24 | Iberia Bank | | \$6,363.86 | \$7,254.80 | \$7,891.18 | \$ 21,509.84 |
| Apply Discount/Collection Cost | | | -\$445.47 | -\$507.84 | -\$552.38 | -\$1,505.69 |
| Net Parcel Refund | | | \$5,918.39 | \$6,746.96 | \$7,338.80 | \$20,004.15 |
| Parcel 25 | Lennar | | \$33,262.85 | \$37,919.65 | \$41,245.93 | \$ 112,428.43 |
| Parcel 26 | Brownstar | | \$18,827.26 | \$21,463.08 | \$23,345.80 | \$ 63,636.14 |
| Parcel 27 | Lakeview Associates | | \$10,165.91 | \$11,589.13 | \$12,605.73 | \$ 34,360.77 |
| Totals: | | \$ 57,185.44 | \$249,073.48 | \$283,943.77 | \$308,851.11 | \$899,053.80 |
| | | | | Reduce by FY 15 19/20 Assessment | | -\$57,185.44 |
| | | | | Reduce by Discounts/Collections Applied | | \$3,131.64 |
| | | | | Total Appropriations (Balances) | | \$845,000.00 |
| Net Parcel Refunds - (Excluding 19/20) | | | \$78,896.19 | \$89,941.65 | \$97,831.27 | \$266,669.11 |

This is the sum of what was unpaid for FY 15 - FY 18 for 19/20 and the costs included in the operating account to fund up for 19/20 during foreclosure years. This would make all property owner's whole and the assesment on 19/20 (\$632,384.69) are removed

Heritage Harbour Market Place
Community Development District

General Fund - Amendment 2
Fiscal Year 2018

| Description | Fiscal Year 2018 Budget | Amendment #2 | Fiscal Year 2018 REVISED Budet |
|--|----------------------------|-------------------|-----------------------------------|
| Printing and Binding | \$ 100 | \$ - | \$ 100 |
| Office Supplies | \$ - | \$ - | \$ - |
| Subscriptions and Memberships | \$ 175 | \$ - | \$ 175 |
| Legal Services | | \$ - | |
| General Counsel | \$ - | \$ 20,000 | \$ 20,000 |
| Litigaton Counsel | \$ - | \$ - | \$ - |
| Comprehensive Planning Services | | | |
| Professional Services - Planning | \$ - | \$ - | \$ - |
| Other General Government Services | | | |
| Engineering Services | \$ - | \$ - | \$ - |
| Contingencies | \$ - | \$ 266,669 | \$ 266,669 |
| Capital Outlay | \$ - | \$ - | \$ - |
| Other Fees and Charges | | | |
| Discounts and Fees | \$ 291 | \$ - | \$ 291 |
| Total Appropriations | \$ 78,896 | \$ 286,669 | \$ 365,565 |

RESOLUTION 2018-05

A RESOLUTION OF THE BOARD OF SUPERVISORS (“BOARD”) OF THE HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) ACCEPTING THE DISTRICT ENGINEER’S CERTIFICATE REGARDING PROJECT COMPLETION; PURSUANT TO 170.08, FLORIDA STATUTES, ADDRESSING ANY DIFFERENCE BETWEEN COSTS OF THE 2005 PROJECT AND THE DEBT ASSESSMENTS; AUTHORIZING A DEFERRED COST RELEASE; PROVIDING FOR GENERAL AUTHORIZATION; AND ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the District is a local unit of special-purpose government established by ordinance adopted by the Board of County Commissioners in and for Manatee County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District has the authority to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain community infrastructure, including, but not limited to, stormwater management improvements, roadways, water and sewer improvements, wetland mitigation, and other improvements within or without the boundaries of the District; and

WHEREAS, on October 11, 2005, the District issued its \$16,755,000 Capital Improvement Revenue Bonds, Series 2005 (“**2005 Bonds**”) to fund all or a portion of the District’s capital improvement plan, as described in the District’s Engineer’s Report dated November 2001 (revised September 2005), as subsequently amended and supplemented from time to time (“**2005 Project**”); and

WHEREAS, the 2005 Bonds were issued pursuant to that certain Master Trust Indenture (“**Master Indenture**”) and Second Supplemental Trust Indenture (“**Supplemental Indenture**,” together with the “**Master Indenture**,” the “**Indenture**”) dated November 1, 2004 and October 1, 2005, respectively, and both now between the District and the District’s successor trustee, U.S. Bank National Association (“**Trustee**”); and

WHEREAS, to secure the repayment of the 2005 Bonds, and pursuant to Resolutions 2005-08 and 2005-12, among others, the District imposed non-ad valorem special assessments (“**Debt Assessments**”) on certain developable real property within the boundaries of the District, which property specially benefits from the facilities and services provided by the 2005 Project; and

WHEREAS, the Indenture provides for the payment of “Deferred Costs” from certain monies available under the Indenture, and defines “Deferred Costs” as:

“Costs of the Capital Improvement Program which have not been paid from the General Subaccount in the Series 2005 Acquisition and Construction Account and which are identified by the District to the Trustee in writing as having been advanced under the Acquisition Agreement or any other contract or agreement pursuant to which the District may become obligated to pay for Costs of the Capital Improvement Program from the Deferred Costs Subaccount in the Series 2005 Acquisition and Construction Account;” and

WHEREAS, on April 20, 2015, the District's Engineer issued the Certificate of Completion Series 2005 Bonds, attached hereto as **Exhibit A**, and providing that: (i) "[t]he 2005 Project . . . is complete and has been constructed in substantial conformance with the plans and specifications," and (ii) "[w]e are not aware of any remaining cost to be reimbursed to the developer, and since the project is complete, any remaining funds can be transferred in accordance with the Trust Indenture;" and

WHEREAS, the District's Board of Supervisors hereby finds and determines that it is appropriate to accept the District Engineer's Certificate of Completion, to address any difference between the cost of the 2005 Project and the Debt Assessments, and to authorize a deferred cost release;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE HERITAGE HARBOUR MARKET PLACE COMMUNITY
DEVELOPMENT DISTRICT:**

1. RECITALS. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. GENERAL AUTHORITY. This resolution ("**Resolution**") is adopted pursuant to the Indenture and provisions of Florida law, including Chapters 170 and 190, *Florida Statutes*.

3. PROJECT COMPLETION; ADDRESSING ANY DIFFERENCE IN COST OF THE 2005 PROJECT AND THE DEBT ASSESSMENTS. The Board hereby finds that it is in the best interests of the District to, and does hereby, accept the District Engineer's Certificate of Completion, attached hereto as **Exhibit A**, and does hereby declare the 2005 Project complete. Pursuant to Section 170.08, *Florida Statutes*, and because the 2005 Project was fully completed, the Board hereby finds and determines, and reaffirms, that there is no difference in the Debt Assessments as originally made, approved, and confirmed and the proportionate part of the actual cost of the 2005 Project as finally determined upon the completion of the improvement.

4. DEFERRED COST RELEASE. The Board hereby accepts the Deferred Costs Release, as set forth in **Exhibit B**. District Staff is directed to forward a copy of this Resolution and the Deferred Costs Release to the Trustee.

5. GENERAL AUTHORIZATION. The District's Supervisors and staff are hereby authorized and directed to do all such acts and things, and to execute and deliver all such documents as may be necessary to carry out and comply with the provisions of this Resolution, and all such actions which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved. The Vice Chairperson shall be authorized to undertake any action herein authorized to be taken by the Chairperson, in the absence or unavailability of the Chairperson, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary. Further, each Assistant Secretary and the Secretary are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson or any other member of the Board as they appear on any documents which may be necessary or helpful in connection with the intent of this Resolution.

6. SEVERABILITY. If any section or part of a section of this Resolution is 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.

7. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

8. EFFECTIVE DATE. This Resolution is subject to Resolution 2018-02 becoming effective and accordingly shall take effect when Resolution 2018-02 becomes effective.

PASSED AND ADOPTED this 1st day of March, 2018.

**HERITAGE HARBOUR MARKET PLACE
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

EXHIBIT A – Certificate of Completion

EXHIBIT B – Deferred Costs Release



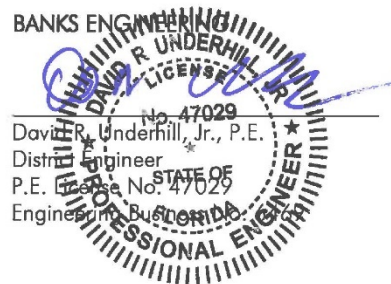
Professional Engineers, Planners & Land Surveyors

HERITAGE HARBOUR MARKETPLACE
ENGINEERS CERTIFICATE OF COMPLETION
SERIES 2005 BONDS

The undersigned, acting on behalf of Banks Engineering, as Consulting Engineers to the Heritage Harbour Development District (the "Issuer"), in connection with the Issuer's Heritage Harbour Development District (Sarasota County, Florida) Special Assessment Bonds Series 2005 Bonds (the "Bonds"), hereby certifies, in the opinion of the Consulting Engineers, as follows:

1. The 2005 Project, as described in the Second Supplemental Trust Indenture dated October 1, 2005 by and between Heritage Harbour Market Place Community Development District (the "District") and U.S. Bank, National Association, as Trustee (the "Trustee") is complete and has been constructed in substantial conformance with the plans and specifications.
2. We are not aware of any remaining cost to be reimbursed to the developer, and since the project is complete, any remaining funds can be transferred in accordance with the Trust Indenture.

IN WITNESS WHEREOF, I HAVE SIGNED the Certificate on behalf of the Consulting Engineer, this 20th day of April, 2015.



C:\Users\Emily Golden\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\60A\TK26\6061-001_Engineer Certification of Completion.doc

• SERVING THE STATE OF FLORIDA •

10511 Six Mile Cypress Parkway • Suite 101 • Fort Myers, Florida 33966
Phone 239-939-5490 • www.bankseng.com • Fax 239-939-2523
Engineering License No. EB 6469 • Surveying License No. LB 6690

ACKNOWLEDGMENT AND RELEASE

This Acknowledgment and Release ("**Release**") is made by and between:

LENNAR HOMES, LLC, a limited liability company authorized to do business in the State of Florida, as successor in interest to Harbourvest LLC and its Operating Member, USHHH, Inc., and on behalf of itself and its successors and assigns (together, "**Developer**"), and

HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Manatee County ("**District**").

RECITALS

WHEREAS, the District was established by an ordinance adopted by Manatee County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, improvements and services; and

WHEREAS, on October 11, 2005, the District issued its \$16,755,000 Heritage Harbour Market Place Community Development District Capital Improvement Revenue Bonds, Series 2005 ("**Series 2005 Bonds**"); and

WHEREAS, in connection with the issuance of the Series 2005 Bonds, the District adopted a *Report of Consulting Engineer*, dated November 2001, as revised September 2005, which set forth the District's capital improvement plan ("**Project**"); and

WHEREAS, the Master Trust Indenture and Second Supplemental Trust Indenture (together, "**Trust Indenture**"), dated November 1, 2004 and October 1, 2005, and now between the District and U.S. Bank, National Association, as successor Trustee, were entered into in connection with the issuance of the Series 2005 Bonds, and allow for the use of bond proceeds to construct and/or acquire the Project; and

WHEREAS, the Trust Indenture provides for the payment of "Deferred Costs" from certain monies available under the Trust Indenture, and defines "Deferred Costs" as:

"Costs of the Capital Improvement Program which have not been paid from the General Subaccount in the Series 2005 Acquisition and Construction Account and which are identified by the District to the Trustee in writing as having been advanced under the Acquisition Agreement or any other contract or agreement pursuant to which the District may become obligated to pay for Costs of the Capital Improvement Program from the Deferred Costs Subaccount in the Series 2005 Acquisition and Construction Account;" and

WHEREAS, on April 20, 2015, the District's Engineer issued the Certificate of Completion Series 2005 Bonds, attached hereto as **Exhibit A**, and providing that: (i) "[t]he 2005 Project . . . is complete and has been constructed in substantial conformance with the plans and specifications," and (ii) "[w]e are not aware of any remaining cost to be reimbursed to the developer, and since the project is complete, any remaining funds can be transferred in accordance with the Trust Indenture;" and

WHEREAS, the Developer is the successor in interest to Harbourvest LLC, and USHHH, Inc. as Operating Member of Harbourvest LLC, and with respect to their rights and obligations in the Heritage Harbour Market Place development, including but not limited to any and all agreements relating to the acquisition and/or completion of the Project; and

WHEREAS, the District desires to obtain an acknowledgement and release from the Developer certifying that there are no additional amounts due in connection with the Project and waiving any future claims for payment, and the Developer desires to provide such a release; and

WHEREAS, the beneficial owner of 100% of the Series 2005 Bonds has additionally requested that the Developer provide this acknowledgment and release; and

WHEREAS, the Developer desires to obtain an acknowledgement and release from the District certifying that the Project was completed in accordance with the Project plans, and with no faults or defects, and waiving any future claims relating to the Project, and the District desires to provide such a release.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. PAYMENT RELEASE. The Developer and District hereby acknowledge that the Developer has been paid in full for the Project, and that there are no amounts of any kind due now or in the future, whether as construction proceeds, deferred costs, or otherwise, to the Developer and relating in any way to the Project. Accordingly, the Developer releases all claims it presently has or may have in the future to any amounts owed relating to the Project.

SECTION 3. CONSTRUCTION DEFECTS RELEASE. The District and the Developer hereby acknowledge that the Project acquired by the District from the Developer was installed in accordance with the Project plans and that there are no faults or defects in the construction and installation of the Project. Accordingly, the District releases all claims it presently has or may have in the future against the Developer relating to faults or defects in the Project, and further waives and releases any and all claims against the Developer relating to impact fee credits or other similar credits for infrastructure development. Similarly, the Developer releases all claims it presently has or may have in the future against the District relating to faults or defects in the Project, and further waives and releases any and all claims against the District relating to impact fee credits or other similar credits for infrastructure development.

SECTION 4. EFFECTIVENESS. The releases contained herein shall take effect upon execution of this Release.

[SIGNATURES TO FOLLOW ON NEXT PAGES]

[SIGNATURE PAGE FOR ACKNOWLEDGMENT AND RELEASE]

WITNESSED

LENNAR HOMES, LLC

By: Russell Smith

[print name]

By: Lance Ellis

[print name]

Its: VP

[print title]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 26th day of DECEMBER, 2017, by LANCE ELLIS of Lennar Homes, LLC, who is personally known to me or who has produced as identification, and did ☒ or did not ☐ take the oath.

Karen A. Hughes
Notary Public, State of Florida

Print Name:

Commission No.:

My Commission Expires:



KAREN A HUGHES

NOTARY PUBLIC

STATE OF FLORIDA

Comm# FF169121

Expires 2/13/2019

[SIGNATURE PAGE FOR ACKNOWLEDGMENT AND RELEASE]

ATTEST

**HERITAGE HARBOUR MARKET PLACE
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
[print name]

By: _____
[print name]

Its: _____
[print title]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ of **Heritage Harbour Market Place Community Development District**, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

[SIGNATURE PAGE FOR ACKNOWLEDGMENT AND RELEASE]

The undersigned, as the beneficial owner of 100% of the outstanding Heritage Harbour Market Place Community Development District, Capital Improvement Revenue Bonds, Series 2005, hereby acknowledges and consents to the foregoing Acknowledgment and Release:

DATED as of this ____ day of _____, 2017.

BONDHOLDER NAME: _____

PRINCIPAL AMOUNT OWNED: 100% (\$ _____)

CUSIP: _____

Signed in the presence of:

Print Name _____

By: _____

Print Name: _____

Its: _____

Print Name: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 2017, before me, a notary public in and for the State and County aforesaid, personally appeared _____, of _____ (the "**Bondholder**"), who acknowledged that he/she did so sign the foregoing instrument as such officer for and on behalf of said Bondholder; that the same is his/her free act and deed as such officer, and the free act and deed of said Bondholder; and that he/she appeared before me this day in person and severally acknowledged that he/she, being thereunto duly authorized, signed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF _____

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

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

(Type of Identification Produced)