

PETITION BY SPRINGHILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT REQUESTING THAT THE BOARD OF COUNTY COMMISSIONERS FOR ALACHUA COUNTY, FLORIDA, APPROVE AN ORDINANCE TERMINATING AND DISSOLVING THE DISTRICT PURSUANT TO SECTION 190.046(10), FLORIDA STATUTES

Petitioner, the Springhills South Community Development District (the “District”), hereby petitions the Board of County Commissioners for Alachua County to enact an ordinance dissolving the District pursuant to Chapter 190, *Florida Statutes*. In support of this Petition, Petitioner states:

1. Establishment. The District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, and created by Alachua County Ordinance No. 22-12, adopted July 5, 2022.

2. Authority. Section 190.046(10), *Florida Statutes*, provides that:

If a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon the petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local governmental entity that established the district....

3. The District does not presently have any outstanding financial obligations and does not have any operating or maintenance responsibilities. Additionally, the District does not own any real property or infrastructure improvements; the District has no outstanding bonds, notes or other debt instruments. The District’s manager, Craig Wrathell, has completed an affidavit certifying to these and other facts, which is attached to this Petition as **Exhibit A**.

4. Upon review of the status of the District, Yadda Property Holdings I, LLC (“Landowner”), has requested that the District undergo a dissolution in order to allow the Landowner to finance its infrastructure improvements through conventional methods and to operate and maintain such improvements or to allow a property owners’ association or other entity

to operate and maintain such improvements. A copy of the Landowner's letter is attached to this Petition as **Exhibit B**.

5. The District's Board of Supervisors (the "Board"), met on September 14, 2023, at a duly noticed public meeting to consider the Landowner's request. The Board determined that, as an organizational matter, the District does not anticipate providing any future planned community development district services or improvements or providing any financing for the same.

6. Accordingly, on September 14, 2023, the District's Board adopted Resolution 2023-32, which among other things authorized a Plan of Dissolution that allows for the orderly dissolution of the District, and which directed the District Manager and District Counsel to submit Resolution 2023-32 and this Petition to the Board of County Commissioners. A copy of Resolution 2023-32 is attached to this Petition as **Exhibit C**, and a copy of the Plan of Dissolution is attached as Exhibit A to Resolution 2023-32.

7. As part of Resolution 2023-32, the District's Board of Supervisors determined that it is in the best interest of the District and the owners of the lands located within the District that the District be dissolved and that the planned community services to be provided to the lands within the District may be provided by and through a developer, community association, or other means in a manner as efficiently as the District, at a level of quality equal to the level of quality to be delivered to the users of those services by the District, and at an annual cost that would be equal to or lower than the annual assessment amount that could be levied by the District.

8. Petitioner has obtained written request and direction from 100% of the landowners of the lands within the District. Such consent is attached to this Petition as **Exhibit D**.

9. Any expenses associated with this dissolution or the continued administrative operation of the District during the pendency of this dissolution, are being funded pursuant to a funding agreement with the Landowner. As such, all outstanding obligations of the District have or will be paid.

10. Accordingly, the District has complied with all conditions precedent of the Plan of Dissolution as evidenced by this Petition and the exhibits attached hereto.

11. Official District Records. Upon dissolution of the District, and pursuant to the Plan of Dissolution, the District will cause all official records of the District to be transferred to the Florida Secretary of State in accordance with Florida public records laws.

12. Notice of Dissolution. Upon the dissolution of the District, and pursuant to the Plan of Dissolution, the District will cause notice of the dissolution to be transmitted to the Florida Department of Commerce and will further cause a Notice of Dissolution to be recorded in the Official Records of Alachua County, Florida.

13. District's Representative. Pursuant to Resolution 2023-32 of the District, Kutak Rock LLP, as District Counsel, has been authorized to represent the District with respect to this Petition. Copies of all correspondence and official notices should be sent to:

Jere L. Earlywine, Esq.
Jere.Earlywine@kutakrock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

WHEREFORE, because the District has no outstanding financial obligations and no operating or maintenance responsibilities, and accordingly has met the requirements for dissolution as provided in Section 190.046(10), *Florida Statutes*, and for the other reasons herein stated, Petitioner respectfully requests the Board of County Commissioners to:

- a. consider this Petition and adopt a nonemergency ordinance dissolving the District; and
- b. grant such other relief as appropriate.

RESPECTFULLY SUBMITTED, this 8th day of December 2023.

KUTAK ROCK LLP



Jere L. Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@kutakrock.com
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300

Attorney for Petitioner

Exhibit A: Affidavit of District Manager

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF DISTRICT MANAGER

BEFORE ME, the undersigned authority, this day personally appeared Craig Wrathell, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein. I, Craig Wrathell, am employed by Wrathell Hunt & Associates LLC, and, in the course of that employment, serve as District Manager for the Springhills South Community Development District.
2. I do hereby certify that I have reviewed Resolution 2022-03 and the Plan of Dissolution attached thereto and all of the facts in it are true and correct. Consistent with Section 190.046(10), *Florida Statutes*, the District does not presently have any outstanding financial obligations except for the costs to complete this dissolution, and does not have any operating or maintenance responsibilities. Further, the District does not presently own any real property or infrastructure improvements and the District does not presently have any outstanding bonds, notes or other debt instruments. Moreover, any remaining expenses associated with this dissolution or the continued administrative operation of the District during the pendency of this dissolution are being funded under an agreement between the District and the Majority Landowner. As such, all outstanding obligations have been paid.

FURTHER AFFIANT SAYETH NOT.

WRATHELL, HUNT & ASSOCIATES LLC

By: [Signature]
Its: Managing Member

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 5th day of December 2023, by Craig Wrathell of Wrathell, Hunt & Associates, who ☒ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☒ did not take an oath.

NOTARY PUBLIC



DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

Daphne Gillyard
Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: HH390392
My Commission Expires: 8/20/2027

Exhibit B: Developer's Letter to the Board re: Dissolution

November 14, 2023

Board of Supervisors
Springhills South Community Development District
c/o Kristin Suit, District Manager
Wrathell, Hunt & Associates LLC
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

Dear Board of Supervisors:

As manager, I am authorized to issue this letter on behalf of Yadda Property Holdings I, LLC ("YPHI"). YPHI is the majority landowner of the property located within the Springhills South Community Development District (the "**District**"). Although the District was initially established to construct and/or acquire certain infrastructure improvements (the "**Improvements**") and to operate and maintain such Improvements, YPHI has determined that it is more advantageous to the development needs and the needs of the current and future landowners within the District to finance further infrastructure improvements through conventional methods and to allow a property owners' association or other entity to operate and maintain such improvements. With this in mind, there will not be any infrastructure improvements constructed by or conveyed to the District and the District will be left without any improvements to fund, construct, acquire, operate or maintain.

Accordingly, YPHI respectfully requests that the Board of Supervisors proceed with dissolving the District; inasmuch as the dissolution of the District is in the best interest of all concerned; and furthermore YPHI does hereby consent to the same.

Thank you for your consideration of this request.

Sincerely,

Yadda Property Holdings I, LLC
a Florida limited liability company

By: Peter J. Trematene
Name: Peter Trematene
Title: manager

Exhibit C: Resolution 2023-32

RESOLUTION 2023-32

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SPRINGHILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING A PLAN OF DISSOLUTION; REQUESTING THAT THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ADOPT A NON-EMERGENCY ORDINANCE TO PROVIDE FOR THE DISSOLUTION OF THE DISTRICT; DIRECTING DISTRICT STAFF TO TAKE APPROPRIATE ACTION TO DISSOLVE THE DISTRICT IN ACCORDANCE WITH THE NON-EMERGENCY ORDINANCE ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AND THE PLAN OF DISSOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Springhills South Community Development District (the “**District**”) was established by Ordinance No. 22-12 of the Board of County Commissioners of the Alachua County, Florida, pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is located wholly within the boundaries of the Alachua County, Florida (the “**County**”); and

WHEREAS, Yadda Property Holdings I, LLC (“**Developer**”), is the primary developer and majority landowner within the District, the primary owner of the assessable lands within the District; and

WHEREAS, the District has received a letter from the Developer requesting the dissolution of the District; and

WHEREAS, the District has received written consent to the dissolution of the District from 100% of the landowners within the District; and

WHEREAS, as an organizational matter, the District does not anticipate providing any future planned community development district services or improvements, or providing any financing for the same; and

WHEREAS, the District’s Board of Supervisors (the “**Board**”) determined, based upon information provided to it by Developer, changes in and projections for market conditions, and the current economic conditions, that the planned community development services to be provided to the lands and landowners (current and future) within the boundaries of the District

may be provided by and through Developer, a community association, a subsequently established community development district, or other means in a manner as efficiently as the District and at a level of quality equal to the level of quality to be delivered to the users of those services by the District; and

WHEREAS, the Board finds that it is in the best interest of the District and the current and future landowners within the District that the District be dissolved and that the planned community development services be provided by the Developer, its successors or assigns or by other means; and

WHEREAS, the District's Board of Supervisors further finds that it is in the best interest of the District and the District's landowners that, prior to its dissolution, the District transfer substantially all of its interests in any permits, licenses and other real, personal, tangible or intangible property owned by the District (the "**District Property**") to such other units of government, property owners' associations, or other entities as are appropriate in the case of each such interest; and

WHEREAS, the District does not presently own any real, personal, tangible or intangible property or infrastructure improvements; and

WHEREAS, the dissolution of the District will not harm or otherwise injure any interests of the landowners of the District, nor harm nor otherwise injure any interests of any other party within or without the District; and

WHEREAS, the District desires to authorize and direct the District Chairperson and District staff to proceed with such actions and steps as are necessary to effect such transfers; and

WHEREAS, the District has prepared a Plan of Dissolution that provides for the orderly dissolution of the District and for the final dispensation of all records, financial accounts, and contracts, if any; and

WHEREAS, in anticipation of the dissolution, the District desires to enter into that certain "Dissolution Funding Agreement" dated _____, 2023, and attached hereto as **Exhibit B** whereby the Developer has agreed, among other things, to directly fund any costs associated with the dissolution; and

WHEREAS, the Board desires that the County adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

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

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

SECTION 2. APPROVAL OF PLAN OF DISSOLUTION. The District hereby approves the Plan of Dissolution substantially in the form attached to this Resolution as **Exhibit A**, subject to such reasonable changes as may be necessary and decided upon by the District Manager and District Counsel, after consultation with the District Chairperson, to affect the intent of this Resolution, which approval shall be conclusively evidenced by the District's filing of the petition for dissolution with the County.

SECTION 3. APPROVAL OF DISSOLUTION FUNDING AGREEMENT. The District hereby authorizes and approves the Dissolution Funding Agreement substantially in the form attached to this Resolution as **Exhibit B**, subject to such reasonable changes as may be necessary and decided upon by the District Manager and District Counsel, after consultation with the District Chairperson, to affect the intent of this Resolution, which approval shall be conclusively evidenced by the execution thereof. The Chairperson or Vice Chairperson is hereby authorized to execute and the Secretary or any Assistant Secretary is authorized to attest such Dissolution Funding Agreement.

SECTION 4. REQUEST FOR ACTION. The District hereby requests that the County adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

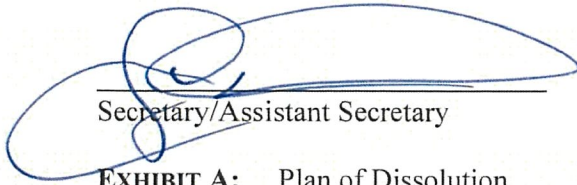
SECTION 5. GENERAL AUTHORIZATION. The District Manager and District Counsel are hereby directed, upon the final payment of all of the District's outstanding financial obligations in a manner consistent with the Plan of Dissolution, to take the appropriate actions to transmit this Resolution to the County. Upon the adoption of a non-emergency ordinance by the County, the District Manager, and District Counsel are further directed to proceed with the necessary steps as outlined in the Plan of Dissolution to effectuate an orderly dissolution of the District. The District's Chairperson, District Manager, District Counsel, District Engineer, Secretary, and Assistant Secretaries are hereby further directed and authorized, upon the adoption of this Resolution, to do all acts and things required of them to carry out the Plan of Dissolution to effectuate an orderly dissolution of the District, and all acts and things that may be desirable or consistent with the requirements or intent hereof. The Chairperson and Secretary are hereby further authorized to execute any and all documents necessary to effectuate an orderly dissolution of the District. The Vice Chairperson, in the absence or unavailability of the Chairperson, shall be authorized to undertake any action herein authorized to be taken by 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.

SECTION 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on this 14th day of September, 2023.

ATTEST:



Secretary/Assistant Secretary

EXHIBIT A: Plan of Dissolution
EXHIBIT B: Dissolution Funding Agreement

**SPRINGHILLS SOUTH COMMUNITY
DEVELOPMENT DISTRICT**


DocuSigned by:

3FDE1BDD127C43F
Chair/Vice Chair, Board of Supervisors

Exhibit A

PLAN OF DISSOLUTION FOR THE SPRINGHILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT

1. **PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of the Springhills South Community Development District (the “**District**”).

2. **CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.

3. **AUTHORITY.** Section 190.046(10), *Florida Statutes*, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the general-purpose local governmental entity that established the district.

4. **FUNDS.** Prior to submitting the petition requesting dissolution to the Alachua County, Florida (the “**County**”), the District will pay, or cause to be paid, all currently outstanding accounts of the District as reflected in **Attachment 1**. In conjunction with the payment of any currently outstanding accounts, the District shall enter into a Dissolution Funding Agreement with Yadda Property Holdings I, LLC (“**Developer**”) whereby Developer agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal, engineering and managerial staff, to assist in the dissolution process and proceedings.

5. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Counsel has been retained by the District to provide legal services to the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution requesting dissolution to the County, the Developer shall pay all outstanding District expenses, including among other invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

6. **ASSETS AND LIABILITIES.** The District has no real property, infrastructure, or other assets and has no debt or maintenance responsibilities.

7. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.** All contractual obligations shall be addressed as follows:

- A. The District’s agreement with the firm of Kutak Rock LLP to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.

- B. The District's agreement with the firm of Wrathell, Hunt & Associates, LLC, to serve as District Manager shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Wrathell, Hunt & Associates, LLC.
- C. Prior to submitting the resolution requesting dissolution to the County, the District Manager on behalf of the District shall terminate any other pending District agreements, including those District's agreement identified in **Attachment 1** hereto by sending notice of termination to each of these contractors and/or consultants.

8. NOTICE OF DISSOLUTION. District Counsel shall file a Notice of Dissolution of the Springhills South Community Development District in the public records of the County. A copy of the Ordinance passed by the County dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, *Florida Statutes*.

9. MODIFICATION OF THE PLAN OF DISSOLUTION. Prior to the effective date of any ordinance of the County dissolving the District, the District Manager or District Counsel may make reasonable modifications to this Plan of Dissolution, as may be necessary, in consultation with the Chairperson, to affect the intent of Resolution 2023-32.

10. OFFICIAL DISTRICT RECORDS. All official records of the District shall be transferred to the Florida Secretary of State's Division of Library and Information Services ("DOL") by the District Manager; provided however, if the DOL refuses to accept the District's official records, the District Manager shall transfer such records to the County Clerk. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the DOL, or as otherwise provided herein, as soon as is practicable after the dissolution of the District, in accordance with this Plan of Dissolution.

11. OPERATION OF THIS PLAN OF DISSOLUTION. This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

Attachment 1

1. District Management
2. District Counsel

Exhibit B
Dissolution Funding Agreement

**DISSOLUTION FUNDING AGREEMENT BETWEEN THE
SPRINGILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT AND
YADDA PROPERTY HOLDINGS I, LLC**

This **DISSOLUTION FUNDING AGREEMENT** (“**Agreement**”) is made and entered into this _____ day of _____ 2023, by and between:

SPRINGHILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the Alachua County, Florida (the “**District**”), and

YADDA PROPERTY HOLDINGS I, LLC, a Florida limited liability company and a landowner of the majority of the lands within the District (“**Majority Landowner**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance of the Board of County Commissioners of Alachua; and

WHEREAS, the District is currently not providing any infrastructure systems, facilities, and services to the lands within the District; and

WHEREAS, based on representations from and request of Majority Landowner, the District’s Board of Supervisors (“**Board**”) has determined that it is in the best interests of the District that the District be dissolved; and

WHEREAS, subject to the final payment of all outstanding financial obligations of the District, the proposed dissolution is authorized by Section 190.046(10), *Florida Statutes*; and

WHEREAS, the District’s Board has directed the District Manager and District Counsel, upon final payment of all outstanding financial obligations of the District, to petition the County to dissolve the District in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County, in accordance with Section 190.046(10), *Florida Statutes*, and such other actions as are necessary in furtherance of the dissolution process; and

WHEREAS, in order to seek a dissolution pursuant to Chapter 190, *Florida Statutes*, District Staff, including but not limited to legal and managerial staff, must provide certain services necessary to the dissolution process; and

WHEREAS, any such work shall only be performed as necessary to seek the dissolution of the District and in accordance with the delegated authority of pursuant to Resolution 2023-__; and

WHEREAS, Majority Landowner desires to pay for any such expenditures including, but not limited to, legal and other consultant fees, filing fees, administrative, and other expenses, if any, incurred to date by the District as well as through completion of the dissolution process.

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

1. RECITALS. Above recitals so stated are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. PROVISION OF FUNDS. Majority Landowner agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal and managerial staff, to assist in the operation and dissolution process and proceedings. Majority Landowner will pay such funds within fifteen (15) days of a written request by the respective District Staff directly to the requesting party. Majority Landowner may be required to prepay certain fees and expenses, if the District is required to do so under any of the District's agreements with District Staff.

3. DISTRICT USE OF FUNDS. Any funds provided under this Agreement shall be used solely for the fees, costs, and other expenditures accruing or accrued by the District with respect to its ongoing operations and the actions necessary for the orderly dissolution of the District in accord with Chapter 190, *Florida Statutes*. Upon final payment of all presently outstanding financial obligations of the District, the District agrees to use good faith and best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the dissolution of the District pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the dissolution of the District.

4. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and paralegal fees, costs for trial, alternative dispute resolution, or appellate proceedings, all as may be incurred in court, out of court, or otherwise.

6. AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

7. AMENDMENTS; ASSIGNMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party. Any purported assignment without such written approval shall be void.

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

If to Majority Landowner: Yadda Property Holdings I, LLC
6231 PGA Blvd, STE 104-227
Palm Beach Gardens, Florida 33418
Attn: _____

If to District: Springhills South Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Attn: _____

With a copy to: Kutak Rock LLP
P.O. Box 10230
Tallahassee, Florida 32302
Attn: Jere L. Earlywine

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

9. THIRD PARTY BENEFICIARIES. The purpose of this Agreement is to provide the necessary funding for the District, and for those third parties acting on behalf of the District, with respect to its ongoing operations and the actions necessary for the orderly dissolution of the District. It is intended that this Agreement shall inure to the benefit of those parties listed in the Plan of Dissolution, attached hereto as **Exhibit 1**, including but not limited to the District Staff. (“**Third Parties**”), which Plan of Dissolution is attached hereto and incorporated herein by reference. Further, Majority Landowner recognizes that the Third Parties may maintain a right or cause of action by reason hereof. All of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns. Nothing herein shall be construed to require the District to commence any cause of action on behalf of any Third Party.

10. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any dispute arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Alachua County, Florida.

11. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated in writing by both parties or until the effective dissolution of the District in accordance with the Plan of Dissolution.

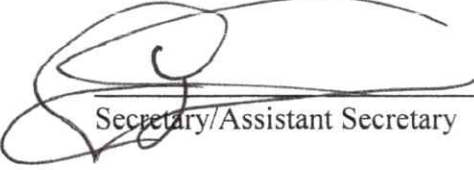
12. PUBLIC RECORDS. Majority Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accordance with Florida law.

13. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures on next page]

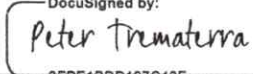
IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above.

ATTEST:



Secretary/Assistant Secretary

**SPRINGHILLS SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:


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Chair/Vice Chair, Board of Supervisors

WITNESS:

**YADDA PROPERTY HOLDINGS I,
LLC**, a Florida limited liability company

[Print Name] _____



By: Peter Trematerra manager
Its: manager

EXHIBIT A: Plan of Dissolution

Exhibit A
PLAN OF DISSOLUTION

Exhibit A

PLAN OF DISSOLUTION FOR THE SPRINGHILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT

1. **PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of the Springhills South Community Development District (the “**District**”).

2. **CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.

3. **AUTHORITY.** Section 190.046(10), *Florida Statutes*, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the general-purpose local governmental entity that established the district.

4. **FUNDS.** Prior to submitting the petition requesting dissolution to the Alachua County, Florida (the “**County**”), the District will pay, or cause to be paid, all currently outstanding accounts of the District as reflected in **Attachment 1**. In conjunction with the payment of any currently outstanding accounts, the District shall enter into a Dissolution Funding Agreement with Yadda Property Holdings I, LLC (“**Developer**”) whereby Developer agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal, engineering and managerial staff, to assist in the dissolution process and proceedings.

5. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Counsel has been retained by the District to provide legal services to the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution requesting dissolution to the County, the Developer shall pay all outstanding District expenses, including among other invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

6. **ASSETS AND LIABILITIES.** The District has no real property, infrastructure, or other assets and has no debt or maintenance responsibilities.

7. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.** All contractual obligations shall be addressed as follows:

- A. The District’s agreement with the firm of Kutak Rock LLP to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.

- B. The District's agreement with the firm of Wrathell, Hunt & Associates, LLC, to serve as District Manager shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Wrathell, Hunt & Associates, LLC.
- C. Prior to submitting the resolution requesting dissolution to the County, the District Manager on behalf of the District shall terminate any other pending District agreements, including those District's agreement identified in **Attachment 1** hereto by sending notice of termination to each of these contractors and/or consultants.

8. NOTICE OF DISSOLUTION. District Counsel shall file a Notice of Dissolution of the Springhills South Community Development District in the public records of the County. A copy of the Ordinance passed by the County dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, *Florida Statutes*.

9. MODIFICATION OF THE PLAN OF DISSOLUTION. Prior to the effective date of any ordinance of the County dissolving the District, the District Manager or District Counsel may make reasonable modifications to this Plan of Dissolution, as may be necessary, in consultation with the Chairperson, to affect the intent of Resolution 2023-32.

10. OFFICIAL DISTRICT RECORDS. All official records of the District shall be transferred to the Florida Secretary of State's Division of Library and Information Services ("DOL") by the District Manager; provided however, if the DOL refuses to accept the District's official records, the District Manager shall transfer such records to the County Clerk. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the DOL, or as otherwise provided herein, as soon as is practicable after the dissolution of the District, in accordance with this Plan of Dissolution.

11. OPERATION OF THIS PLAN OF DISSOLUTION. This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

Exhibit D: Consent of the Landowner for Dissolution

**Consent and Joinder of Landowners to the Dissolution of
the Springhills South Community Development District**

The undersigned understands and acknowledges that the Springhills South Community Development District (the "**District**") intends to seek dissolution of the District in accordance with the provisions of Chapter 190.046(10), *Florida Statutes*.

As the owner of a portion of lands within the Springhills South Community Development District, the undersigned hereby consents to the dissolution of the District. The undersigned also hereby waives the right to object to the District's failure to comply with any and all requirements prescribed by Florida law, including, but not limited to, Chapters 189 and 190, *Florida Statutes*. A description of the District lands owned by the undersigned is more fully described in **Exhibit A** attached hereto and made a part hereof.

The undersigned acknowledges that this consent will remain in full force and effect until the dissolution of the District is final or three (3) years from the date hereof, whichever shall first occur.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

Executed this _____ day of _____, 2023.

Witnessed:

Pam Trunzera
Print Name: Pam Trunzera

Scott Hall
Print Name: Scott Hall

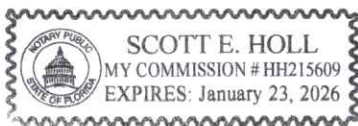
Yadda Property Holdings I, LLC.

By: Peter Trunzera
Its: MANAGER

STATE OF Florida
COUNTY OF Palm Beach

I hereby certify that on this day, before me by means of ☒ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgments, personally appeared Peter Trunzera as Manager of Yadda Property Holdings I, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Palm Beach and State of Florida this 4 day of Dec, 2023.



Scott Hall
Notary Public

Personally known: ☒ Personally Known
Produced Identification: _____
Type of Identification: _____