

RESOLUTION NO. 2006-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTRY GREEN COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE CHAIRMAN AND ALL DISTRICT STAFF TO FILE A PETITION WITH LAKE COUNTY, FLORIDA, REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Country Green Community Development District ("District") is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Uniform Act"), by Lake County, Florida ("County") by passage of Ordinance No. 1991-16 ("Ordinance"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, roadways, drainage collection and water management systems, water supply and distribution systems, wastewater and reuse systems and conservation areas; and

WHEREAS, the District presently consists of 678 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, Eagle Dunes II, LLC, a Florida limited liability company ("Developer"), and its affiliates are presently developing real property within and adjacent to the District; and

WHEREAS, the Developer has approached the District and requested the District petition the County to amend the District's boundaries to include the lands described in the attached **Exhibit A**; and

WHEREAS, the amendment of the boundaries will facilitate development of the overall lands as a functionally interrelated community and to promote the compact and economical development of the lands sought to be added to the District; and

WHEREAS, the proposed amendment to the District's boundaries would result in a net addition of 200 acres, more or less, and is within the amendment size restrictions contained within Section 190.046(1), Florida Statutes; and

WHEREAS, the boundaries of the District, after the amendment, will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the District is the best alternative available for delivering community development services and facilities to the lands described in **Exhibit A**; and

WHEREAS, the area of land that will lie in the amended boundaries of the District is amenable to separate special district government; and

WHEREAS, the Board has determined that the proposed addition would increase the developable/assessable acreage of the District and would therefore spread costs and expenses associated maintenance of planned infrastructure improvements and services, thereby reducing the cost to future individual landowners; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, Florida Statutes, the District desires to authorize District Staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District Staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board; and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition to the County, the holding of a local public hearing in accordance with Section 190.046(1), Florida Statutes, and such other actions as are necessary in furtherance of the boundary amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTRY GREENS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the County to seek the amendment of the District's boundaries to include the lands described in **Exhibit A**, pursuant to Chapter 190, Florida Statutes, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, Florida Statutes, for the amendment of the District's boundaries.

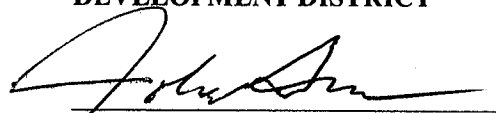
SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 11th day of April, 2006.

ATTEST:


Secretary

**COUNTRY GREENS COMMUNITY
DEVELOPMENT DISTRICT**


John C. Gray, Jr.
Chairman, Board of Supervisors

**BOUNDARY AMENDMENT FUNDING AGREEMENT BETWEEN
THE COUNTRY GREENS COMMUNITY DEVELOPMENT DISTRICT
AND EAGLE DUNES, LLC.**

This Agreement is made and entered into this 11th day of April, 2006, by and between:

The Country Greens Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Lake County, Florida (hereinafter "District"), and

Eagle Dunes II, LLC., a Florida limited liability company and the primary developer of lands within the District, whose address is 86 Spring Vista Drive, Suite 200, DeBary, Florida 32713 (the "Developer").

Recitals

WHEREAS, the District was established by Ordinance No.1991-16 adopted by the Board of County Commissioners of Lake County, Florida, (the "Ordinance") for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, water and sewer systems, roadways, landscaping, and other infrastructure; and

WHEREAS, the District presently consists of 678 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District currently intends to provide infrastructure systems, facilities, and services to the lands within the District, and

WHEREAS, the Developer is presently developing real property within the District; and

WHEREAS, the Developer has approached the District and requested the District petition to amend its boundaries to include additional lands acquired by the Developer into the external boundary of the District; and

WHEREAS, the amendment proposed by the Developer is within the amendment size restrictions contained within Section 190.046(1), Florida Statutes; and

WHEREAS, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition to Lake County and such other actions as are necessary in furtherance of the boundary amendment process; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, Florida Statutes, the District must authorize District Staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District Staff will require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors; and

WHEREAS, the Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, managerial, and other consultant fees, filing fees, administrative, and other expenses.

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

1. PROVISION OF FUNDS. The Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District Staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. The Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

2. DISTRICT USE OF FUNDS. The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for the purpose of seeking an amendment to the boundaries of the District in accord with Chapter 190, Florida Statutes. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to Chapter 190, Florida Statutes, and with the prosecution of the procedural requirements detailed in Chapter 190, Florida Statutes, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from the Developer for reimbursement for services of the boundary amendment team, as described in Paragraph One (1) of this Agreement. The District shall not reimburse the Developer for funds made available to the District under this Agreement.

3. 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.

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

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

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

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

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

A. If to the District: Country Greens
Community Development District
610 Sycamore Street, Suite 140
Celebration, FL 34747
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
123 South Calhoun Street
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Cheryl G. Stuart, Esq.

B. If to Developer: Eagle Dunes II, LLC
86 Spring Vista Drive, Suite 200
Debary, Florida 32713
Attn: _____

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 addresses 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 addresses set forth in this Agreement.

9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

10. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

13. PUBLIC RECORDS. Developer 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 may be treated as such in accord with Florida law.

14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

15. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

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

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

In witness thereof, the parties execute this agreement the day and year first written above.


Attest:

Country Greens

Community Development District



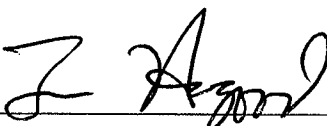
Secretary

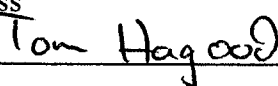


John C. Gray, Jr.
Its: Chairman

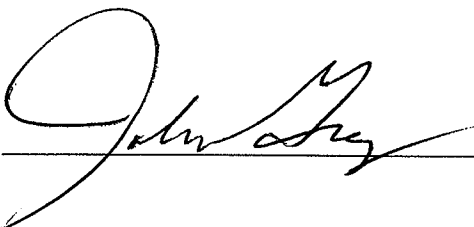
Attest:

Eagle Dunes II, LLC



Witness


Printed Name of Witness

By: 

Name: John C. Gray, Jr.
Its: Chairman